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
04/02/2019
5:30 PM

4:30 P.M. - CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Yocha Dehe Wintum Nation et. al. v. Edmund Brown and State of CA, USDC
Case No.: 2:19-CV-00025 - JAM - AC
Pursuant to California Government Code Section 54956.9(a)

CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
One (1) Potential Case
Pursuant to California Government Code Section 54956.9(b)

PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager
Pursuant to California Government Code Section 54957

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. MARCH 12, 2019

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

2. WARRANT REPORTS - January 2019 and February 2019 **(Receive and File)**

CITY FIRE DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE CODE ENFORCEMENT FISCAL YEAR 2018-2019 BUDGET BY REMOVING ONE VACANT ADMINISTRATIVE SPECIALIST POSITION AND ADDING THE ADMINISTRATIVE ANALYST II POSITION IN THE CODE ENFORCEMENT DIVISION

CITY MANAGER

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER TO AMERICAN EXPRESS ($45,000)

GENERAL SERVICES

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER FOR ALL WALL CONTRACTORS FOR REPAIR OF LOW SLOPE ROOF AT THE VETERANS OF FOREIGN WARS BUILDING

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING CERTAIN CITY OFFICE FURNITURE AND EQUIPMENT TO BE SURPLUS, OF NO VALUE TO THE CITY AND AUTHORIZING THE DISPOSAL, SALE AND/OR DONATION OF SAID FURNITURE AND EQUIPMENT BY APPROPRIATE MEANS

HUMAN RESOURCES

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO "AS-NEEDED" PROFESSIONAL SERVICES AGREEMENTS WITH SHAW HR CONSULTING, INC. AND RETURN TO WORK PARTNERS FOR PROVISION EMPLOYER/EMPLOYEE "INTERACTIVE PROCESS" CONSULTATION SERVICES FOR THE REMAINDER OF FISCAL YEAR 2018-2019

PUBLIC WORKS DEPARTMENT

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR CAR WASH AND DETAILING SERVICE AGREEMENT WITH DAVEY'S CAR WASH AND DETAILING COMPANY AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF $45,000

WATER DEPARTMENT

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE MUNICIPAL WATER DEPARTMENT 2018-2019 FISICAL YEAR BUDGET BY REMOVING THE VACANT ADMINISTRATIVE SERVICE SUPERVISOR POSITION AND ADDING THE FINANCIAL ANALYST POSITION IN THE MUNICIPAL WATER DEPARTMENT

REGULAR AGENDA

CITY MANAGER'S REPORT

10. A REQUEST TO SCHEDULE A PUBLIC HEARING TO RECEIVE COMMENTS ON THE PROPOSED ANNUAL ACTION PLAN FOR FISCAL YEAR 2019-2020 **(May 7, 2019 at 5:35 p.m.)**

11. A REQUEST FOR CITY COUNCIL TO WAIVE FACILITY FEES FOR USE OF DOLLARHIDE COMMUNITY CENTER FOR REPAST SERVICES FOR CLARENCE BANKS, SR. TO BE HELD ON APRIL 5, 2019 ($300.00)
ACTION ITEM

12. REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS - CALIFORNIA CONTRACT CITIES ASSOCIATION'S 60TH ANNUAL MUNICIPAL SEMINAR (May 17-19, 2019) - **ACTION ITEM**

13. REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS - INDEPENDENT CITIES ASSOCIATION 2019 SUMMER SEMINAR (July 11-14, 2019) **ACTION ITEM**

NEW BUSINESS

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND CRYSTAL STAIRS, INC.

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE LOCAL HOUSING AUTHORITY'S 2018-2019 FISCAL YEAR BUDGET AND TRANSFER FUND BETWEEN ACCOUNTS ($18,000)

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A COST SHARING COOPERATIVE AGREEMENT WITH THE CITY OF PARAMOUNT FOR DESIGN, CONSTRUCTION ENGINEERING AND INSPECTION, PROJECT MANAGEMENT AND ADMINISTRATION OF STREET SLURRY AND RE-STRIPPING PROJECT FOR HUNSAKER AVENUE ($46,995)

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ELECTRIC VEHICLE SUPPLY EQUIPMENT TRANSFER AGREEMENT WITH AND ACCEPTING OWNERSHIP OF 100 ELECTRIC VEHICLE CHARGING STATIONS FROM THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MAINTENANCE AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO FIREMATIC SUPPLY COMPANY, INC. FOR THE PURCHASE OF TWO (2) PARAMEDIC RESCUE SQUADS FOR THE FIRE DEPARTMENT ($390,990.23)

19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE DEPARTMENT OF PARKS AND RECREATION 2018-19 ANNUAL BUDGET TO ACCEPT AND APPROPRIATE A GRANT IN THE AMOUNT OF $9,000, AS WELL AS OTHER IN-KIND CONTRIBUTIONS, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A LETTER OF AGREEMENT WITH THE LOS ANGELES DODGERS FOUNDATION FOR THE ADMINISTRATION OF THE "REVIVING BASEBALL IN INNER CITIES (RBI)" PROGRAM

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 4/9/2019 @ 5:30 PM

To view meetings visit our website at http://www.comptoncity.org

MARCH 12, 2019

The Compton City Council meeting was called to order at 5:36 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of silence ceremonies were also led by Mayor Aja Brown.

ROLL CALL

Council Members Present – Zurita, McCoy, Sharif, Brown
Council Members Absent – Galvan (*Entered the meeting at 5:56 p.m.*)

Other Officials Present: C. Cornwell, V. McDaniel, L. Adams

INTRODUCTION OF SPECIAL GUESTS

1. YOUTH LEADERSHIP COUNCIL - DISTRICT 4 (Councilmember Emma Sharif)

Councilperson Emma Sharif introduced 3 of the members of the 4th District Youth Leadership Council instituted by her, noting that the members have been diligently working in the community to improve the lives of the residents of the City of Compton: Yoselin Sanchez, President, Christina Lopez, Secretary and Nachelle Turner – Board member.

Councilmember Sharif thanked the Leadership Council and congratulated them on their first workshop, whereby the members assisted high school students with their college admission application process.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Jackie Barra, Compton resident, thanked the citizens from the Second District for sending a strong message to the City Council to pave the streets, fix the sidewalks and trim the trees. Ms. Barra stated that Compton is the third City in L.A. County paying the highest taxes, however, she suggested that the Mayor is attempting to force another bond on the citizens. Ms. Barra mentioned that she has acquired signatures from over 1600 registered voters, adding that if the streets are not paved and sufficiently improved within the next 6 months, she will return with additional signatures and the voters will proceed to remove the Council from office.

Mayor Brown informed the community that she has not proposed a property tax increase, indicating that the School District and the College increased taxes with a bond.

Maria Villareal, Latino Chamber of Commerce, thanked everyone who attended the Grand Opening of Juanillos Mexican Grill, and further thanked the city for taking action to clean up the property near the location, adding that we must all participate in cleaning up Compton. Ms. Villareal stated that the Latino Chamber of Commerce has a lot of ideas to improve the city and further thanked the City Council, on behalf of the business owners for promoting, protecting, and providing services to the residents. Ms. Villareal raised the issue of the dangerous potholes around the city and asserted that the community demands that the potholes be addressed.

Mr. Omar, Compton resident, expressed what he felt was a parking citation scam. He asserted that residents have received illegal street sweeping parking violations at 5:30 a.m., however, the parking restrictions do not begin until the posted time of 6:00 a.m. Mr. Omar asked for an audit to see how many tickets are erroneously given to the residents.

Mayor Brown requested that an audit of the issuance of parking violations, and if the residents were erroneously cited, residents should be reimbursed for the funds they have paid to the city.

Robert Ray, Compton resident, stated that the advertised candidate's forum scheduled to take place at the Dollarhide Community center is not affiliated with the Concerned Citizens of Compton. He further stated that the legitimate Concerned Citizens of Compton's candidate's forum will be held at St. Phillips Church, 1110 N. Dwight Avenue,

Compton, indicating that the community has a right to hear from the candidates. Mr. Ray expressed his opinion that the candidate residency requirement must be changed back to 12 months, and concluded by stating that the city must enforce the Compton Municipal Code and make certain that all liquor stores in the city are in compliance.

Jackie Venters, Compton resident, stated that the citizens must have clarity regarding when the streets will be repaired, indicting that one young man was killed when his motorcycle hit a pothole. Ms. Venters further noted that the streets are a safety hazard. She suggested that everyone support Ms. Marie Hollis as President of the Concerned Citizens of Compton and concluded by urging the Council to stop fighting each other and move the city forward.

Benjamin Holifield, Compton Business Chamber of Commerce, President, indicated that the Beautification Committee is working to beautify Compton Boulevard and improve the entire city. Mr. Holifield thanked the city for cutting the weeds and tall grass on Compton Boulevard, and further stated that the Committee appreciates any help from individuals or organizations that are willing to assist in Compton's clean up. Mr. Holifield voiced his wish to revitalize Compton as an All-American City. Mr. Holifield further indicated that he had secured over 4,000 signatures requesting a traffic signal on Compton Boulevard and Tajauta Street, which was very unsafe for emergency vehicles.

Dennis Olson, Compton resident, spoke regarding a citation he received for parking his boat and vehicle on his lawn. Mr. Olson noted that the city is dirty and riddled with potholes and the citizens pay for city services, however, they are unfairly treated.

Estella Golima, Compton resident, commented that she recently purchased a home in the city and is very concerned about the many potholes in the city, further indicating that she has been cited for overgrown grass in her front lawn. Ms. Golima then asserted that many sites around the city have grass that is over 2 feet high, however, they are not cited. Ms. Golima further indicated that she observed 4 street maintenance vehicles and several employees simply standing around one particular pothole, and further urged the city to immediately repair the potholes and clean up and properly maintain Compton.

Mayor Brown explained that in some instances the street repair requires extensive work, indicating that many streets must be cut down to the dirt level and completely reconstructed. She requested that the Public Works Department provide an update on the street repairs.

Councilman Galvan commented that Code Enforcement should issue a warning prior to issuing a citation, adding that their primary focus should be on bringing the abandoned buildings up to Code.

Ken Lynch, Compton resident, stated that there is no place for the citizens to park who wish to attend the City Council meetings, adding that adequate parking would allow for more citizens to attend the meetings and participate in city government. Ms. Lynch then noted that all the streets in the city are in poor condition and further urged the city to address the blight and homeless situation.

Rev. Frederick Gordon, Compton resident, spoke on behalf of Greater Zion Church Family and invited everyone to an open candidate's forum on March 21, 2019 beginning at 6 p.m. at Greater Zion Church, 2408 North Wilmington Avenue. Rev. Gordon commented that the community will be able to meet the candidates as they express their ideas and plans for the City of Compton.

Pastor Michael J. T. Fisher, Greater Zion Church Family, invited everyone to attend the candidate's forum at Greater Zion Church, adding that he is aware of the other scheduled forums and asserted that we must all work together. Pastor Fisher noted that there are approximately 45,000 registered voters in the city, however, less than 1,000 voters per district actually vote to have their voices heard. Pastor Fisher emphasized the importance of the candidate's forum which will give the residents an opportunity to meet the candidate's as they explain their platforms and plans to move the city forward.

Joyce Kelly, Compton resident, spoke regarding the issuance of bonds, noting that the Measure 'P' funds were supposed to go into a special account with a special committee to oversee those funds. Ms. Kelly then questioned how many roads have been repaired and how much money has been spent for those repairs. Ms. Kelly concurred with Robert Ray that the residency requirements for candidates must be amended to one year. Ms. Kelly also expressed her opinion that civil rights are being violated in Compton and urged the citizens to use the media and the law against the City Council, indicating that the potholes are now sinkholes.

Craig Henry, Compton resident, spoke regarding the deplorable conditions at Angeles Abbey Cemetery. Mr. Henry questioned why Code Enforcement is not citing the cemetery for its 'knee high' tall weeds and grass, which is a horrible eyesore and an affront to the entire community. Mr. Henry then indicated that he is sad and embarrassed that he cannot take relatives to visit the graveside of his loved ones, adding that he has been complaining about the conditions at Angeles Abbey for 3 years, adding that the situation at the cemetery is utterly ridiculous.

Bishop L. J. Guillory, Compton resident, indicated that he feels it is wrong to bring outsiders and the media into the community and air the city's 'dirty laundry.' Mr. Guillory noted that he also has incurred expenses related to tire damage from the streets, however, we must all work together to improve the city.

Councilmember Zurita questioned whether the Chamber is paying for the rental of the facility for the candidate's forum, adding that the Council must protect the people's money. Ms. Zurita then noted that Tajauta Avenue will be totally reconstructed from Rosecrans Avenue to Compton Boulevard.

Councilman Galvan suggested that the city post the timeline for the street repairs highlighted on a large notice inside City Hall, the Council Chambers and the Dollarhide Center, so that the citizens may see that the entire Council is committed to repairing the streets.

CONSENT AGENDA

Mayor Brown requested that agenda item Number 7 be removed from the consent agenda.

Councilmember Zurita requested that agenda item Number 6 also be removed from the consent agenda.

APPROVAL OF MINUTES

2. FEBRUARY 12, 2019 **(Approved)**

CITY FIRE DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,905 AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER WITH LN CURTIS FOR THE PURCHASE OF HURST RESCUE TOOLS FOR ($33,113.87) **(Approved Resolution Number 24,955)**

CITY MANAGER

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO APEX BUSINESS MACHINES FOR THE PURCHASE OF PAPER AND SUPPLIES FOR CITY DEPARTMENT COPIERS **(Approved Resolution Number 24,956)**

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING EXAMINATION OF THE CITY'S SALES, USE AND TRANSACTIONS TAX RECORDS BY HINDERLITER, DE LLAMAS AND ASSOCIATES **(Approved Resolution Number 24,957)**

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

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

GENERAL SERVICES

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICES CONTRACT WITH ELITE ELEVATOR SERVICES FOR REPAIR OF THE #1 ELEVATOR IN CITY HALL ($62,524)

It was moved by Zurita, seconded by McCoy, that the resolution be adopted.

Councilperson Zurita stated that we have been operating with one elevator for over two years, so she questioned the timeline for the repair of the second elevator.

Van Wilson, General Services Director, responded that once the required signatures and the insurance requirements are in place, staff will provide a notice to proceed. After the contract is executed, there will be a 14-day mobilization timeline to have the piston replaced.

Resolution Number 24,958 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICES CONTRACT WITH ELITE ELEVATOR SERVICES FOR REPAIR OF THE #1 ELEVATOR IN CITY'** was adopted by the following vote on roll call:

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

PUBLIC WORKS DEPARTMENT

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO RED WING BOOTS AND SHOETERIA BOOTS IN THE AMOUNTS OF $5,057.25 AND $4,762.92, RESPECTIVELY, FOR SAFETY BOOTS PURCHASED BY THE PUBLIC WORKS DEPARTMENT IN ACCORDANCE WITH THE DIVISION OF OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION'S (CAL/OSHA) PERSONAL PROTECTIVE EQUIPMENT (PPE)

It was moved by Zurita, seconded by McCoy, that the resolution be adopted

Mayor Brown commented that given the cost of an agenda item such as this, the total quantity of items should be included in the staff report. Mayor Brown then indicated that there must be transparency, so that the residents can see that the Council is making prudent decisions with city funds.

Councilperson Sharif indicated that a petition was presented from Chester Street to address the potholes, adding that several petitions have been submitted.

Public Works Director Wendell Johnson replied that staff is assessing the street and will address the areas around the schools and parks and work outwards from that point. Mr. Johnson also highlighted the on-going street repair projects.

(*Councilmember McCoy exited the meeting at 7:09 p.m. and returned at 7:11 p.m.*)

Councilman Galvan requested an additional power point presentation from the Public Works Department and further thanked staff for placing this item on the agenda.

Resolution Number 24,959 entitled '**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO RED WING BOOTS AND SHOETERIA BOOTS IN THE AMOUNTS OF $5,057.25 AND $4,762.92, RESPECTIVELY, FOR SAFETY BOOTS PURCHASED BY THE PUBLIC WORKS DEPARTMENT IN ACCORDANCE WITH THE DIVISION OF OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION'S (CAL/OSHA) PERSONAL PROTECTIVE EQUIPMENT (PPE)'** was adopted by the following vote on roll call:

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

REGULAR AGENDA

CITY MANAGER'S REPORT

8. POWER POINT PRESENTATION - WILSON PARK GYM RENOVATION - Van Wilson, General Services Department

Mr. Van Wilson, General Services Director, presented a power point overview of the Wilson Park Recreation Center upgrades along with a scheduled construction phase chronology for the project:

- Phase 1 - Flooring Timeline – Demolition Phase – March 25th - 29th, 2019
  Installation Phase – March 30th - April 15th, 2019

- Phase 2 - Recreation Center upgrades and improvements will include Men's and Women's Restrooms, kitchen, ingress and egress as well as the path of travel will be upgraded to meet the American with Disabilities Act (ADA) guidelines requirements for compliance.

Mr. Wilson noted that city staff will perform a portion of the renovations to cut costs, however, the majority of the work will be performed by outside contractors.

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

Councilman Galvan urged staff to speed up the process, because the kids of the community have been waiting far too long.

NEW BUSINESS

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO REPEAL RESOLUTION NUMBER 24,710 AND CONSIDER A PROPOSED CHARTER AMENDMENT TO CHANGE THE DATE OF THE CITY'S GENERAL MUNICIPAL ELECTION FOR SUBMISSION TO THE VOTERS AT A FUTURE DATE

It was moved by McCoy, seconded by Sharif, that the resolution be adopted.

City Attorney Craig Cornwell informed the City Council that the California Attorney General submitted an opinion that Senate Bill 415 requires that charter cities move their municipal elections from odd number year to even years. There recently has been a victory at the trial level which determined that SB 415 does not include Charter cities, and further indicated that Compton is not required to move its election dates to the dates set forth in SB 415. Attorney Cornwell further indicated that the matter is now under appeal and he will inform the Council of the final outcome of the proceedings.

(*Councilman Galvan exited the meeting at 7:33 p.m. and returned at 7:37 p.m.*)

Mayor Brown noted that in November there is a considerably higher voter turnout and suggested that the Council give consideration to consolidating the city's elections with the National Presidential/November election schedule to improve voter turnout and political representation.

Councilman Galvan concurred with Mayor Brown that the city should re-consider moving our election dates to improve voter turnout.

Resolution Number 24,960 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO REPEAL RESOLUTION NUMBER 24,710 AND CONSIDER A PROPOSED CHARTER AMENDMENT TO CHANGE THE DATE OF THE CITY'S GENERAL MUNICIPAL ELECTION FOR SUBMISSION TO THE VOTERS AT A FUTURE DATE'** was adopted by the following vote on roll call:

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

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH EBS GENERAL ENGINEERING, INC. FOR ADDITIONAL CITY-WIDE POTHOLE REPAIR SERVICES ON AN URGENT NECESSITY BASIS

It was moved by McCoy, seconded by Zurita, that the resolution be adopted.

Councilmember Zurita suggested that the city bring in a 'Pothole 'Czar' to focus solely on potholes and has the authority and ability to take control and get things done. She also suggested that the city bring in a consultant to assist with the street plan.

Mayor Brown requested that the city assure that all the potholes have been removed from the designated streets and that the work has been completed as per contract requirements. Mayor Brown further suggested that the contractor confirm the streets that he has addressed at the completion of each week.

Councilmember Sharif questioned whether the contractor will be addressing residential streets.

Public Works Director Wendell Johnson replied that the contractor will continue to address the main thoroughfares as well as residential streets.

Councilman Galvan thanked City Manager Rhambo, City Attorney Craig Cornwell and Staff for bringing forth this item, and expressed his excitement that the project is moving forward. He further raised the idea that perhaps the contractor can begin work the following day in good faith.

Resolution Number 24,961 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH EBS GENERAL ENGINEERING, INC. FOR ADDITIONAL CITY-WIDE POTHOLE REPAIR SERVICES ON AN URGENT NECESSITY BASIS'** was adopted by the following vote on roll call:

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

11. A RESOLUTION OF THE COUNCIL OF THE CITY OF COMPTON AUTHORIZING A NEIGHBORHOOD STABILIZATION PROGRAM (NSP1) REHABILITATION LOAN TO KAMILLE NICKELSON AND AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF COMPTON AND CEVAC FACILITIES SERVICES TO PERFORM RESIDENTIAL REHABILITATION SERVICES ($59,680.00)

It was moved by McCoy, seconded by Sharif, that the resolution be approved.

Councilmember Zurita questioned why this particular item is being presented to the City Council.

Assistant City Manager Laurence Adams replied that management recently changed the policy for agreements such as this to come before the Council on an individual basis in an effort to increase accountability.

Resolution Number 24,962 entitled **'A RESOLUTION OF THE COUNCIL OF THE CITY OF COMPTON AUTHORIZING A NEIGHBORHOOD STABILIZATION PROGRAM (NSP1) REHABILITATION LOAN TO KAMILLE NICKELSON AND AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF COMPTONAND CEVAC FACILITIES SERVICES TO PERFORM RESIDENTIAL REHABILITATION SERVICES'** was adopted by the following vote on roll call:

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

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR JOHN ROBINSON CONSULTING INC. FOR ENGINEERING SERVICES FOR THE PREPARATION OF A RECYCLED WATER FEASIBILITY STUDY ($45,216.00).

On motion by McCoy, seconded by Sharif, **Resolution Number 24,963** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR JOHN ROBINSON CONSULTING INC. FOR ENGINEERING SERVICES FOR THE PREPARATION OF A RECYCLED WATER FEASIBILITY STUDY**' was adopted by the following vote on roll call:

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

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF MILLER SPATIAL AND ESTABLISHING A PURCHASE ORDER AND ENTERING INTO A CONTRACT FOR ON-CALL GEOGRAPHIC INFORMATION SYSTEM (GIS) SUPPORT SERVICES FOR FISCAL YEARS 2018/19, 2019/20 AND 2020/21 ($35,000 PER YEAR)

It was moved by Zurita, seconded by McCoy, that the resolution be adopted.

Mayor Brown requested a clarification of the scope of work to be performed with this contract.

Water Department Manager Brian Dickinson responded that the Water Department has a GIS systems which basically lays out the city's water lines, hydrants and pumping facilities, and any upgrades for lines or facilities areas are installed into the GIS system on an 'as needed' basis.

Mayor Brown requested that the Community Development Department provide a list of recommended map updates to be included in the GIS services, which can also be made available to the residents.

Resolution Number 24,964 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF MILLER SPATIAL AND ESTABLISHING A PURCHASE ORDER AND ENTERING INTO A CONTRACT FOR ON-CALL GEOGRAPHIC INFORMATION SYSTEM (GIS) SUPPORT SERVICES FOR FISCAL YEARS 2018/19, 2019/2020 AND 2020/2021'** was adopted by the following vote on roll call:

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

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Commented that she and Councilperson McCoy are members of the Compton Creek Mosquito Abatement Board and urged the citizens to remove all standing water around their homes and offices to deter mosquitoes.

- Announced that there are a number of streets in the First District which will be totally re-designed and re-constructed, further indicating that she is excited about the progress made in her district.

- Commented that many times the Councilmembers have debates and discussions among the members, noting that this is how agreements are reached, and further emphasized that she respects the opinions of each Councilmember—adding that it is a pleasure to serve the citizens of the City of Compton.

(*Councilperson Sharif exited the meeting at 8:27 p.m.*)

Councilperson Galvan offered the following communications/announcements:

- Requested a list of the current and proposed Public Works projects, including locations and timelines.

- Requested a presentation on the graffiti removal contract detailing how much graffiti the company is removing each week.

- Questioned the guidelines for the bulky waste pick up items for the residential properties.

Michael Harvey, Water Department, responded that the contractor for bulky waste pickup is Republic Waste Management, which allows each residence 4 bulky-waste pickups per year.

- Thanked the residents for being patient and supporting the City Council while the city aggressively fill the potholes as quickly as possible and continue to improve the lives of everyone in Compton.

Councilperson McCoy offered the following communications/announcements:

- 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—noting that updates will be given regarding the L.A. Metro improvement project.

- 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.

- Noted that today is Mosquito Awareness Day and reminded everyone to remove all the standing water around their property to guard against mosquitos.

- Commented on the very successful 'Mother's with Son's Symposium, indicating that this was a wonderful and informative event, and thanked everyone involved with the project.

- Wished each member of the Delta Sorority a Happy 30th Anniversary.

Councilperson Sharif offered the following communications/announcements:

- Invited the community to attend the Women's Commission Recognition Ceremony, honoring Visionary Women: Champions of Peace and Non-violence on March 23, 2019 at the Dollarhide Community Center, 301 N. Tamarind Avenue, Compton.

- Announced that the *Spirit of Compton Tour* will be held on March 23, 2019 starting at Compton Library located at 240 W. Compton Boulevard—touring such sights as Richland Farms community, the Compton Creek, Olympic Park, the Compton Woodley Airport and many more sites.

- Announced that the African American Leaders of Tomorrow Program sponsored by the California Legislative Black Caucus, which allows youth in grades 10 to 11 to attend workshops at Cal State Dominguez Hills, free of charge to the students—contact (310) 324-6408 for additional information.

- Invited the community to attend a Reverse Mortgage Seminar scheduled for March 16, 2019 from 9:00 a.m. to 11:00 am at the Dollarhide Community Center.

Mayor Brown offered the following communications/announcements:

- Mayor Brown requested at update on the status of the street sweeping services in the City of Compton.

ADJOURNMENT

On motion by Zurita, seconded by McCoy, the meeting was adjourned at 8:45 p.m. by the following vote on roll call:

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

_____ _____

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

MARCH 04, 2019

To: MAYOR, CITY COUNCIL, AND CITY MANAGER

From: CITY CONTROLLER

Re: REPORT OF WARRANTS JANUARY 2019

The purpose of this document is to provide totals of Warrants issued and/or reversed for the month of January 2019.

Total of AP Warrants per Check Register:	$1,642,428.95	
Total of Auto/EP Deposits per Check Register:	$3,497,208.49	
Total of SA per Check Register:	$16,737.17	$5,156,374.61
Add City Employee Payroll:	$2,086,736.29	
Add Council Member Payroll:	$6,650.00	$2,093,386.29
	Grand Total:	$7,249,760.90

Beginning Warrant:	247713
Ending Warrant:	248155
Total Warrants Issued:	436
Beginning Auto Deposit:	62473
Ending Auto Deposit:	62822
Total Auto Deposits Issued:	348
Beginning Successor Agency Warrant:	1642
Ending Successor Agency Warrant:	1651
Total SA checks Issued:	10

Dorothea Young
Accounting Specialist

Rafaela King
City Controller

Certification of Warrant Register for January 2019

Warrants:

247713 - 247783
247784 - 247855
247856 - 247916
247917 - 247987
247988 - 247993
247994 - 248026
248028 – 248029
248030 – 248038
248039 – 248084
248085 – 248117
248119 - 248147
248148 – 248152
248153 - 248155

Auto Deposits:

62473
62474
62475
62476 – 62818
62821 - 62822

Successor Agency Warrants:

1642 - 1643
1644 -1647
1648
1649 -1651

Dorothea Young
Accounting Specialist

Rafaela King
City Controller

CASH DISBURSEMENT

January-19

DATE	CHECK NUMBERS	# OF CHECKS	# OF TRANS	AMT TOTALS
1/2/2019	AP00247713-AP00247783	71	176	$ 2,717,925.98
1/3/2019	EP00062473-EP00062473	1	6	$ 730,290.14
1/8/2019	AP00247784-AP00024785	72	163	$ 320,116.09
1/8/2019	EP00062474-EP00062474	1	21	$ 1,067,289.36
1/8/2019	SA00001642-SA00001643	2	8	$ 3,645.18
1/15/2019	AP00247856-AP00247916	57	265	$ 3,215,332.39
1/15/2019	SA00001644-SA00001647	4	12	$ 8,636.99
1/16/2019	EP00062475-EP00062475	1	8	$ 150,507.36
1/22/2019	AP00247917-AP00247987	71	124	$ 142,518.35
1/22/2019	SA00001648-SA00001648	1	1	$ 4,455.00
1/23/2019	AP00247988-AP00247992	5	13	$ 1,550.00
1/23/2019	AP00247993-AP00247993	1	3	$ 23,675.94
1/23/2019	AP00247994-AP00248026	<VOIDED>	-	
1/23/2019	EP00062476-EP00062818	343	622	$ 579,493.81
1/29/2019	AP00247028-AP00247028	1	1	$ 434.14
1/29/2019	AP00248028-AP00248029	2	8	$ 6,925.87
1/29/2019	AP00248030-AP00248038	8	45	$ 47,140.02
1/30/2019	AP00248039-AP00248084	46	73	$ 1,425,696.08
1/30/2019	AP00248085-AP00248116	32	126	$ 98,763.11
1/30/2019	EP00062819-EP00062820	2	14	$ 970,754.82
1/30/2019	AP00248117-AP00248117	<VOIDED>	-	-
1/31/2019	AP00248118-AP00248218	1	5	$ 1,915.00
1/31/2019	EP00062821-EP00062822	2	19	$ 970,754.82
1/31/2019	AP00248148-AP00248151	4	10	$ 4,523.58
1/31/2019	AP00248152-AP00248152	1	5	$ 725.58
1/31/2019	SA00001649-EP00001651	3	4	$ 3,497.97
1/31/2019	AP00248153-AP00248155	3	9	$ 7,148.84
TOTALS		735	1741	$ 4,440,480.29

GENERAL CITY ACCOUNT

*AP = GENERAL LEDGER PHYSICAL CHECKS

*EFT = ELECTRONIC FUNDS TRANSFER

*EP = ELECTRONIC PAYMENT

SUCCESOR AGENCY ACCOUNT

*SA = SUCCESSOR AGENCY

CASH DISBURSEMENT

January-19

DATE	CHECK NUMBERS	# OF CHECKS	# OF TRANS	AMT TOTALS
1/3/2019	GL12210-GL12215	6		$ 13,809.75
1/10/2019	NO GL CHECKS	0		-
1/17/2019	NO GL CHECKS	1		-
1/24/2019	GL12215-GL12216	1		$ 342.00
1/31/2019	GL12217-GL12218	2		$ 37,142.55
		-		-
			TOTAL	$ 51,294.30
1/3/2019	WC79563-WC79577	15		$ 5,192.04
1/10/2019	WC79578-WC79625	48		$ 20,380.26
1/17/2019	WC79626-WC79659	34		$ 11,811.92
1/24/2019	WC79660-WC79668	<VOIDED>		-
1/24/2019	WC79669-WC79728	69		$ 19,828.40
1/31/2019	WC79729-WC79740	12		$ 1,841.96
			TOTAL	$ 59,054.58
TOTALS				
TOTALS		188		$ 110,348.88

RISK MANAGEMENT

*GL = GENERAL LIABILITY CHECKS

*WC = WORKER'S COMPENSATION CHECKS

VOIDED CHECKS
JANUARY 2019

AP WARRANTS

VOIDS ORIGINATING JANUARY 2019

CHECK NUMBER	CHECK DATE	VOID DATE	CHECK AMOUNT	VOID REASON
247753	1/2/2019	1/3/2019	$ 159.18	S/B SA check stock
247755	1/2/2019	1/3/2019	$ 3,486.00	S/B SA check stock
247904	1/15/2019	1/17/2019	$ 784.00	Wrong reference number
247922	1/22/2019	1/23/2019	$ 346.25	Wrong dollar amount
247923	1/22/2019	1/23/2019	$ 6,400.68	Wrong dollar amount
247929	1/22/2019	1/23/2019	$ 4,875.00	Wrong refernce number
247951	1/22/2019	1/23/2019	$ 241.50	Wrong refernce number
247952	1/22/2019	1/23/2019	$ 24,728.20	Wrong refernce number
247958	1/22/2019	1/23/2019	$ 159.18	S/B SA check stock
247962	1/22/2019	1/23/2019	$ 34.56	Wrong reference number
248027	1/29/2019	1/30/2019	$ 434.14	Check jamed
248028	1/29/2019	1/30/2019	$ 6,398.56	Check jammed
248051	1/30/2019	1/31/2014	$ 250.00	Wrong vendor number
248086	1/30/2019	1/31/2019	$ 848.31	Wrong reference #
248095	1/30/2019	1/31/2019	$ 284.26	Invoice name differ from on check
248118	1/30/2019	1/31/2019	$ 1,915.00	Wrong reference #
248994	1/23/2019	1/31/2019	$ 1,344.00	Used wrong check #
248995	1/23/2019	1/31/2019	$ 777.00	Used wrong check #
248996	1/23/2019	1/31/2019	$ 837.00	Used wrong check #
248997	1/23/2019	1/31/2019	$ 1,383.00	Used wrong check #
248998	1/23/2019	1/31/2019	$ 1,288.00	Used wrong check #
248999	1/23/2019	1/31/2019	$ 180.00	Used wrong check #
249000	1/23/2019	1/31/2019	$ 266.00	Used wrong check #
249001	1/23/2019	1/31/2019	$ 1,974.00	Used wrong check #
249002	1/23/2019	1/31/2019	$ 615.58	Used wrong check #
249003	1/23/2019	1/31/2019	$ 700.00	Used wrong check #
249004	1/23/2019	1/31/2019	$ 613.00	Used wrong check #
249005	1/23/2019	1/31/2019	$ 2.00	Used wrong check #
249006	1/23/2019	1/31/2019	$ 983.00	Used wrong check #
249007	1/23/2019	1/31/2019	$ 3,784.84	Used wrong check #
249008	1/23/2019	1/31/2019	$ 10.00	Used wrong check #
249009	1/23/2019	1/31/2019	$ 1,272.00	Used wrong check #
249010	1/23/2019	1/31/2019	$ 14.00	Used wrong check #
249011	1/23/2019	1/31/2019	$ 3.00	Used wrong check #
249012	1/23/2019	1/31/2019	$ 1,114.00	Used wrong check #
249013	1/23/2019	1/31/2019	$ 6,068.00	Used wrong check #
249014	1/23/2019	1/31/2019	$ 1,194.00	Used wrong check #
249015	1/23/2019	1/31/2019	$ 1,379.00	Used wrong check #
249016	1/23/2019	1/31/2019	$ 1,601.00	Used wrong check #
249017	1/23/2019	1/31/2019	$ 272.00	Used wrong check #
249018	1/23/2019	1/31/2019	$ 1,073.00	Used wrong check #
249019	1/23/2019	1/31/2019	$ 542.00	Used wrong check #
249020	1/23/2019	1/31/2019	$ 1.00	Used wrong check #
249021	1/23/2019	1/31/2019	$ 1,763.00	Used wrong check #
249022	1/23/2019	1/31/2019	$ 1,549.00	Used wrong check #
249023	1/23/2019	1/31/2019	$ 3,206.00	Used wrong check #
249024	1/23/2019	1/31/2019	$ 1,021.00	Used wrong check #

VOIDED CHECKS
JANUARY 2019

249025	1/23/2019	1/31/2019	$	74.00	Used wrong check #
249026	1/23/2019	1/31/2019	$	59.00	Used wrong check #

SUBTOTAL	**$**	**88,307.24**

VOIDS ISSUED PRIOR TO JANUARY 2019

CHECK NUMBER	CHECK DATE	VOID DATE		CHECK AMOUNT	VOID REASON
227278	5/7/2015	1/2/2019	$	56.60	Check stale dated
244972	5/15/2018	1/2/2019	$	200.00	Check stale dated
245162	5/31/2018	1/2/2019	$	590.00	Per dept request
246681	10/2/2018	1/3/2019	$	5,939.92	Check stale dated
246687	10/2/2019	1/3/2019	$	5,051.22	Check stale dated
246741	10/2/2018	1/2/2019	$	82.58	Check stale dated
246851	10/16/2018	1/7/2019	$	300.00	Per dept request
247016	10/30/2018	1/2/2019	$	2,000.00	Check stale dated
247577	12/13/2018	1/7/2019	$	237.25	Ck rec'd after @ stop paymt process
247622	12/19/2018	1/2/2019	$	536.00	Wrong dollar amount input
247670	12/20/2018	1/2/2018	$	69.29	Wrong vendor number used
247706	12/20/2018	1/3/2019	$	12.00	Per dept request

SUBTOTAL	**$**	**15,074.86**

AUTO DEPOSITS

VOIDS ORIGINATING IN OCTOBER 2019

EFT NUMBER		EFT DATE	VOID DATE		EFT AMOUNT	VOID REASON
62819		1/30/2019	1/31/2019	$	4,122.15	EP CHK pymt coding invalid
62820	#	1/30/2019	1/31/2019	$	848.31	EP CHK pymt coding invalid

SUBTOTAL	**$**	**4,970.46**

VOIDS ISSUED PRIOR TO JANUARY 2018

EFT NUMBER	EFT DATE	VOID DATE	EFT AMOUNT	VOID REASON
60008	7/2/2018	1/2/2019	1,220.00	Per Meeta- instructions

SUBTOTAL	**$**	**1,220.00**

SUCCESSOR AGENGY

SA NUMBER	SA DATE	VOID DATE	SA AMOUNT	VOID REASON
1644	1/15/2019	1/16/2019	27.27	
		SUBTOTAL	**$ 27.27**	

VOIDED CHECKS
JANUARY 2019

TOTAL AMT VOIDED	$109,599.83
TOTAL NUMBER OF CHECKS VOIDED	65
TOTAL AMT OF WARRANTS VOIDED ORIGINATING IN JANUARY	$88,307.24
TOTAL NUMBER OF WARRANTS VOIDED ORIGINATING IN JANUARY	49
TOTAL AMT OF WARRANTS VOIDED PRIOR TO JANUARY	$15,074.86
TOTAL NUMBER OF WARRANTS VOIDED PRIOR TO JANUARY	12
TOTAL AMT OF AUTO DEPOS. VOIDED ORIGINATING IN JANUARY	$4,970.46
TOTAL NUMBER OF AUTO DEPOS. VOIDED ORIGINATING IN JANUARY	2
TOTAL AMT OF AUTO DEPOS. VOIDED PRIOR TO JANUARY	$1,220.00
TOTAL NUMBER OF AUTO DEPOS. VOIDED PRIOR TO JANUARY	1
TOTAL AMT OF SUCCESSOR AGENCY VOIDED IN JANUARY	$27.27
TOTAL NUMBER OF SUCCESSOR AGENCY VOIDED IN JANUARY	1

City of Compton

Consolidated Checks Register

01/01/2019 to 01/31/2019 Job Number: 1290716

Check	Payee ID	Payee Name	Check Date	Cancel Date	Reverse Date	Stale Date	Status	BK Job #	Check Amount
AP CHK 00247726	00208010	COMPTON UNIFIED SCH DIST	01/02/19				IS	1290716	$256.00
AP CHK 00247742	10008940	RAFAELA KING	01/02/19				IS	1290716	$225.00
AP CHK 00247750	T17902	OMAR MARTINEZ	01/02/19				IS	1290716	$1,000.00
AP CHK 00247796	10007603	CALIFORNIA ASSOCIATION OF HOUSING	01/08/19				IS	1292824	$1,200.00
AP CHK 00247825	T17905	LA COUNTY DCFS	01/08/19				IS	1292824	$250.00
AP CHK 00247827	T17900	CINDY LIMA PEREZ	01/08/19				IS	1292824	$750.00
AP CHK 00247846	10001278	TORO AIRE	01/08/19				IS	1292824	$178.61
AP CHK 00247847	10008827	MARLON D TURNER	01/08/19				IS	1292824	$200.00
AP CHK 00247866	00405030	CITY OF INGLEWOOD	01/15/19				IS	1295837	$6,787.35
AP CHK 00247917	00012510	LAURENCE ADAMS	01/22/19				IS	1298178	$184.40
AP CHK 00247918	00025498	ALIN'S	01/22/19				IS	1298178	$500.21
AP CHK 00247921	00056654	APEX BUSINESS MACHINE SUPPLIES	01/22/19				IS	1298178	$999.60
AP CHK 00247925	00850535	CALIFORNIA DEPARTMENT OF	01/22/19				IS	1298178	$224.16
AP CHK 00247927	10001406	CINTAS CORPORATION #053	01/22/19				IS	1298178	$176.25
AP CHK 00247932	10009087	DIAMOND ENVIRONMENTAL SERVICES LP	01/22/19				IS	1298178	$91.50
AP CHK 00247934	10009125	DESIREE E EDWARDS	01/22/19				IS	1298178	$772.08
AP CHK 00247939	10009117	LARA FROHLICH	01/22/19				IS	1298178	$400.00
AP CHK 00247947	10004433	FRANCES D HAYES	01/22/19				IS	1298178	$50.00
AP CHK 00247949	10004439	FRED HOBBS	01/22/19				IS	1298178	$50.00
AP CHK 00247953	10007518	INDEPENDENT CITIES ASSOCIATION	01/22/19				IS	1298178	$500.00
AP CHK 00247956	T17907	REGINALD MCKIZZIE	01/22/19				IS	1298178	$640.65
AP CHK 00247957	T17908	RON MOADDIEL	01/22/19				IS	1298178	$640.65
AP CHK 00247961	10008598	NAE NAES CATERING	01/22/19				IS	1298178	$1,500.00
AP CHK 00247965	10003801	POSTER COMPLIANCE CENTER	01/22/19				IS	1298178	$88.14
AP CHK 00247966	10008741	SUSAN PRIVITERA-JOHNSON	01/22/19				IS	1298178	$1,405.00
AP CHK 00247969	10007103	VICTOR J SANCHEZ	01/22/19				IS	1298178	$871.01
AP CHK 00247971	00792523	SMART & FINAL	01/22/19				IS	1298178	$151.90
AP CHK 00247975	T17910	SOUTHERN CONSTRUCTION &	01/22/19				IS	1298178	$1,000.00
AP CHK 00247977	10000856	STATE WATER RESOURCES CONTROL	01/22/19				IS	1298178	$4,918.49
AP CHK 00247984	10004390	VILLA FLOWERS	01/22/19				IS	1298178	$292.16
AP CHK 00247989	10007224	ANGELA BURRELL	01/23/19				IS	1298669	$350.00
AP CHK 00248029	10008457	FRONTIER CALIFORNIA INC	01/29/19				IS	1300692	$527.31
AP CHK 00248031	10002636	AT&T	01/29/19				IS	1300700	$23,348.10

City of Compton

Consolidated Checks Register

01/01/2019 to 01/31/2019 Job Number: 1300700

Check	Payee ID	Payee Name	Check Date	Cancel Date	Reverse Date	Stale Date	Status	BK Job #	Check Amount
AP CHK 00248032	10007691	AT&T	01/29/19				IS	1300700	$277.75
AP CHK 00248033	00685000	LIBERTY UTILITIES (PARK WATER) CORP	01/29/19				IS	1300700	$737.67
AP CHK 00248034	00811270	SO CA EDISON	01/29/19				IS	1300700	$13,707.98
AP CHK 00248035	00811270	SO CA EDISON	01/29/19				IS	1300700	$8,659.68
AP CHK 00248036	00815000	SOUTHERN CALIFORNIA GAS COMPANY	01/29/19				IS	1300700	$327.79
AP CHK 00248037	00815000	SOUTHERN CALIFORNIA GAS COMPANY	01/29/19				IS	1300700	$24.12
AP CHK 00248038	10005571	TIME WARNER NY CABLE LLC	01/29/19				IS	1300700	$56.93
AP CHK 00248039	10008885	ALBRIGHT YEE & SCHMIT APC	01/30/19				IS	1301397	$2,207.50
AP CHK 00248040	00025519	ALL CITY MANAGEMENT SERVICES INC	01/30/19				IS	1301397	$9,930.10
AP CHK 00248041	10009020	ALLIANT INSURANCE SERVICES INC	01/30/19				IS	1301397	$339.00
AP CHK 00248042	00032615	ALLIED REFRIGERATION	01/30/19				IS	1301397	$2,318.24
AP CHK 00248043	10000866	AMTECH ELEVATOR SERVICES	01/30/19				IS	1301397	$575.25
AP CHK 00248044	10002973	BANK OF THE WEST	01/30/19				IS	1301397	$608.00
AP CHK 00248045	10002954	BAY ALARM CO	01/30/19				IS	1301397	$579.00
AP CHK 00248046	10007616	CANON SOLUTIONS AMERICA INC	01/30/19				IS	1301397	$4,975.65
AP CHK 00248047	10008963	CENTEXT LEGAL SERVICES LLC	01/30/19				IS	1301397	$400.00
AP CHK 00248048	10007677	CITIBANK N.A.	01/30/19				IS	1301397	$557.25
AP CHK 00248049	00153641	CITY CLERK'S ASSOC OF CALIFORNIA	01/30/19				IS	1301397	$790.00
AP CHK 00248050	10007442	CNA SURETY	01/30/19				IS	1301397	$175.00
AP CHK 00248052	00208010	COMPTON UNIFIED SCH DIST	01/30/19				IS	1301397	$105.00
AP CHK 00248053	10007648	CONSOLIDATED DISPOSAL SERVICES LLC	01/30/19				IS	1301397	$1,091,155.83
AP CHK 00248054	10008858	KRISTINA CREWS	01/30/19				IS	1301397	$3,250.00
AP CHK 00248055	00241781	DAVEY CAR WASH & DETAILING	01/30/19				IS	1301397	$437.99
AP CHK 00248056	10007669	DEPT OF INDUSTRIAL RELATIONS	01/30/19				IS	1301397	$49,517.39
AP CHK 00248057	00255345	DEPT OF JUSTICE	01/30/19				IS	1301397	$288.00
AP CHK 00248058	10004663	DRISCOLL ELECTRIC INC	01/30/19				IS	1301397	$750.00
AP CHK 00248059	00835060	DS SERVICES OF AMERICA INC	01/30/19				IS	1301397	$129.62
AP CHK 00248060	10004623	DEBRA H DUNCAN	01/30/19				IS	1301397	$1,600.00
AP CHK 00248061	T17918	ERMESHIA EDMONDS	01/30/19				IS	1301397	$250.00
AP CHK 00248062	T17916	EPLA PROPERTY MANAGEMENT INC	01/30/19				IS	1301397	$1,351.87
AP CHK 00248063	10008467	FIESTA COOPERATIVE INC	01/30/19				IS	1301397	$7,045.26
AP CHK 00248064	00336736	GOLDEN STATE WATER CO	01/30/19				IS	1301397	$40.00
AP CHK 00248065	00349350	GRAINGER	01/30/19				IS	1301397	$773.55

City of Compton

Consolidated Checks Register

01/01/2019 to 01/31/2019 Job Number: 1301397

Check	Payee ID	Payee Name	Check Date	Cancel Date	Reverse Date	Stale Date	Status	BK Job #	Check Amount
AP CHK 00248066	10004939	GREENLAND SUPPLY INC	01/30/19				IS	1301397	$217.51
AP CHK 00248067	10007921	ELIZABETH HARDING	01/30/19				IS	1301397	$35.29
AP CHK 00248068	10003966	BENJAMIN HURTADO	01/30/19				IS	1301397	$241.50
AP CHK 00248069	10007421	HYLAND SOFTWARE INC	01/30/19				IS	1301397	$24,728.20
AP CHK 00248071	10008817	JALYSSA INC	01/30/19				IS	1301397	$568.80
AP CHK 00248072	10003365	THE JANKOVICH COMPANY	01/30/19				IS	1301397	$43,768.29
AP CHK 00248073	10008891	JIM J FORBES	01/30/19				IS	1301397	$184.50
AP CHK 00248074	T17904	WILLIE JOHNSON	01/30/19				IS	1301397	$400.00
AP CHK 00248075	T17919	MARY LAU	01/30/19				IS	1301397	$250.00
AP CHK 00248076	00165040	LEGAL AID SOCIETY OF ORANGE COUNTY	01/30/19				IS	1301397	$12,893.66
AP CHK 00248077	10006459	MARIA S LOPEZ	01/30/19				IS	1301397	$180.00
AP CHK 00248078	10008613	LOS ANGELES AIR CONDITIONING INC	01/30/19				IS	1301397	$284.00
AP CHK 00248079	10003516	LOS ANGELES CO PUBLIC WORKS	01/30/19				IS	1301397	$114,186.98
AP CHK 00248080	00487210	LOS ANGELES COUNTY	01/30/19				IS	1301397	$44,129.85
AP CHK 00248081	T14428	SHERMAN T MILLS	01/30/19				IS	1301397	$250.00
AP CHK 00248082	T14035	NORM WILSON & SONS INC	01/30/19				IS	1301397	$2,000.00
AP CHK 00248084	10008378	SOLID WASTE ASSOC OF N. AMERICA	01/30/19				IS	1301397	$253.00
AP CHK 00248085	00100790	BLUE DIAMOND MATERIALS	01/30/19				IS	1301450	$4,122.15
AP CHK 00248087	10008680	LUIS REY RAMIREZ ARZOLA	01/30/19				IS	1301450	$3,000.00
AP CHK 00248088	00514125	M & M AUTO PARTS	01/30/19				IS	1301450	$2,559.99
AP CHK 00248089	10009069	MARBLE & CONCRETE TRANSFORMERZ	01/30/19				IS	1301450	$995.00
AP CHK 00248090	00533103	MARTIN CONTAINERS	01/30/19				IS	1301450	$948.16
AP CHK 00248091	00631070	NAPA AUTO PARTS	01/30/19				IS	1301450	$72.95
AP CHK 00248092	10007898	NESTLE WATERS NORTH AMERICA	01/30/19				IS	1301450	$369.13
AP CHK 00248094	10005980	QUILL CORPORATION	01/30/19				IS	1301450	$517.73
AP CHK 00248096	10007654	SANDERS ROBERTS LLP	01/30/19				IS	1301450	$11,274.00
AP CHK 00248097	10008915	ASHLEY SANELLO	01/30/19				IS	1301450	$2,833.00
AP CHK 00248098	00792523	SMART & FINAL	01/30/19				IS	1301450	$255.81
AP CHK 00248099	08881031	SMOG PROS	01/30/19				IS	1301450	$765.00
AP CHK 00248100	00846370	STAPLES ADVANTAGE	01/30/19				IS	1301450	$1,567.15
AP CHK 00248101	10004263	STRATEGIC COUNSEL PLC	01/30/19				IS	1301450	$7,500.00
AP CHK 00248102	00865000	SUN BADGE CO	01/30/19				IS	1301450	$315.93
AP CHK 00248103	10006170	TELECHECK SERVICES	01/30/19				IS	1301450	$1,868.46

City of Compton

Consolidated Checks Register

01/01/2019 to 01/31/2019 Job Number: 1301450

Check	Payee ID	Payee Name	Check Date	Cancel Date	Reverse Date	Stale Date	Status	BK Job #	Check Amount
AP CHK 00248104	00872435	TERMINIX INTERNATIONAL	01/30/19				IS	1301450	$970.00
AP CHK 00248105	10005202	TURNOUT MAINTENANCE COMPANY LLC	01/30/19				IS	1301450	$425.00
AP CHK 00248106	00908002	U S BANK	01/30/19				IS	1301450	$4,250.00
AP CHK 00248107	10007642	UNIFIRST CORPORATION	01/30/19				IS	1301450	$296.57
AP CHK 00248108	00905050	UNION PACIFIC RAILROAD CO	01/30/19				IS	1301450	$4,012.18
AP CHK 00248109	10006951	UNITED HEALTHCARE INSURANCE CO	01/30/19				IS	1301450	$27,826.46
AP CHK 00248110	10004248	UNITED SITE SERVICES OF CA INC	01/30/19				IS	1301450	$133.17
AP CHK 00248111	10007015	UNUM LIFE INSURANCE CO OF AMERICA	01/30/19				IS	1301450	$7,138.10
AP CHK 00248112	10005883	US HEALTHWORKS MEDICAL GROUP PC	01/30/19				IS	1301450	$99.00
AP CHK 00248113	00925156	VISION SERVICE PLAN	01/30/19				IS	1301450	$8,570.87
AP CHK 00248114	00926825	MARIE WADE	01/30/19				IS	1301450	$42.85
AP CHK 00248115	10004949	WATERLINE TECHNOLOGIES INC	01/30/19				IS	1301450	$906.88
AP CHK 00248116	10002845	KENNETH WILSON	01/30/19				IS	1301450	$3,000.00
AP CHK 00248118	10000785	THE STATE BAR OF CALIFORNIA	01/31/19				IS	1302141	$1,915.00
AP CHK 00248119	10009071	708NTAMARIND LLC	01/31/19				IS	1302223	$1,344.00
AP CHK 00248120	10009041	BIRDIE C BALDWIN TRUST	01/31/19				IS	1302223	$777.00
AP CHK 00248121	00100811	TURNER BOBBITT	01/31/19				IS	1302223	$837.00
AP CHK 00248122	10009099	PECOLIA DAY BROWN	01/31/19				IS	1302223	$1,383.00
AP CHK 00248123	00113735	WALLACE ANDERSON BURNEY III	01/31/19				IS	1302223	$1,288.00
AP CHK 00248124	T17915	MELINDA CAGE	01/31/19				IS	1302223	$180.00
AP CHK 00248125	T17897	KATRINA CALDWELL	01/31/19				IS	1302223	$266.00
AP CHK 00248126	00147522	THURSTON C CARLOCK II	01/31/19				IS	1302223	$1,974.00
AP CHK 00248127	00160166	WILLIE COBB	01/31/19				IS	1302223	$613.00
AP CHK 00248128	10009042	DIAMOND 1 LP	01/31/19				IS	1302223	$983.00
AP CHK 00248129	10003610	DERRICK FLORENCE	01/31/19				IS	1302223	$3,784.84
AP CHK 00248130	T17912	MINETTA FLOWERS	01/31/19				IS	1302223	$10.00
AP CHK 00248131	10008725	CHARMAINE Y GUMMS	01/31/19				IS	1302223	$1,272.00
AP CHK 00248132	T17686	VERONICA HINES	01/31/19				IS	1302223	$14.00
AP CHK 00248133	T16778	LYNETTE HOUSTON	01/31/19				IS	1302223	$3.00
AP CHK 00248134	10008952	INTERNATIONAL INVESTMENTS TRADING	01/31/19				IS	1302223	$1,114.00
AP CHK 00248135	10001789	CLAUDE E JONES	01/31/19				IS	1302223	$6,068.00
AP CHK 00248136	10008947	CHARLES E KELLEY JR	01/31/19				IS	1302223	$1,194.00
AP CHK 00248137	10005730	LARRY EUGENE MASON	01/31/19				IS	1302223	$1,379.00

City of Compton

Consolidated Checks Register

01/01/2019 to 01/31/2019 Job Number: 1302223

Check	Payee ID	Payee Name	Check Date	Cancel Date	Reverse Date	Stale Date	Status	BK Job #	Check Amount
AP CHK 00248138	10007559	NATIONSTAR MORTGAGE LLC	01/31/19				IS	1302223	$1,601.00
AP CHK 00248139	10005888	JAMES OGBURN	01/31/19				IS	1302223	$272.00
AP CHK 00248140	10009106	PI PROPERTIES NO 86 LLC	01/31/19				IS	1302223	$1,073.00
AP CHK 00248141	10009127	ERIC G PIPKIN	01/31/19				IS	1302223	$542.00
AP CHK 00248142	T17840	ADRIANA RIVERA	01/31/19				IS	1302223	$1.00
AP CHK 00248143	10008922	RULO INVESTMENTS II LLC	01/31/19				IS	1302223	$1,763.00
AP CHK 00248144	10008923	RULO INVESTMENTS LLC	01/31/19				IS	1302223	$1,549.00
AP CHK 00248145	10007553	LILLIAN SALDANA-SIMONIAN	01/31/19				IS	1302223	$1,021.00
AP CHK 00248146	T17914	MELINISE WATTREE	01/31/19				IS	1302223	$74.00
AP CHK 00248147	T17832	TAMIKO WILLIAMS	01/31/19				IS	1302223	$59.00
AP CHK 00248148	10004007	CITY OF HAWTHORNE HOUSING	01/31/19				IS	1302317	$615.58
AP CHK 00248149	10003523	CITY OF LONG BEACH	01/31/19				IS	1302317	$700.00
AP CHK 00248150	T17472	RICARDO DAVIS	01/31/19				IS	1302317	$2.00
AP CHK 00248151	T17913	ROBYN RUSSELL	01/31/19				IS	1302317	$3,206.00
AP CHK 00248152	10008970	SACRAMENTO METROPOLITAN FIRE DIST	01/31/19				IS	1302327	$725.58
AP CHK 00248153	10007691	AT&T	01/31/19				IS	1302373	$434.14
AP CHK 00248154	10007691	AT&T	01/31/19				IS	1302373	$316.14
AP CHK 00248155	10007587	AT&T CORP	01/31/19				IS	1302373	$6,398.56

** SORT TOTALS **

Issued:	$1,642,428.95
AP Group Total:	$1,642,428.95

** GRAND TOTALS **

Grand Total: $1,642,428.95

City of Compton

Consolidated Checks Register

01/01/2019 to 01/31/2019 Job Number: 1298922

Check		Payee ID	Payee Name	Check Date	Cancel Date	Reverse Date	Stale Date	Status	BK Job #	Check Amount
EP EFT	00062771	10008294	DELETHA TAYLOR	01/23/19	01/23/19			CX	1298922	$914.00
EP EFT	00062772	10008225	JACQUELINE TAYLOR	01/23/19	01/23/19			CX	1298922	$1,466.00
EP EFT	00062773	00867941	LAVERNE TAYLOR	01/23/19	01/23/19			CX	1298922	$738.00
EP EFT	00062774	00847946	LEO OR BETTE TAYLOR	01/23/19	01/23/19			CX	1298922	$1,129.00
EP EFT	00062775	10007427	TCS INVESTMENTS	01/23/19	01/23/19			CX	1298922	$733.00
EP EFT	00062776	10007218	TDB CONSULTING SOLUTIONS INC	01/23/19	01/23/19			CX	1298922	$3,186.00
EP EFT	00062777	10008773	THE PRUDE FAMILY TRUST	01/23/19	01/23/19			CX	1298922	$1,336.00
EP EFT	00062778	10004137	EVELYN THIBEAUX	01/23/19	01/23/19			CX	1298922	$725.00
EP EFT	00062779	10008404	CHRISTIAN THOMAS	01/23/19	01/23/19			CX	1298922	$1,245.00
EP EFT	00062780	00878134	BERDIS THOMPSON	01/23/19	01/23/19			CX	1298922	$891.00
EP EFT	00062781	00878176	JERRY D THORNTON	01/23/19	01/23/19			CX	1298922	$1,612.00
EP EFT	00062782	10003731	EVA J TOLBERT	01/23/19	01/23/19			CX	1298922	$4,280.00
EP EFT	00062783	10009122	ALEXANDRU TOLOCENCO	01/23/19	01/23/19			CX	1298922	$1,189.00
EP EFT	00062784	10007589	TOMMIE MARQUETTE TRUST	01/23/19	01/23/19			CX	1298922	$1,329.00
EP EFT	00062785	10003275	LATANYA J ALLEN TOWNSEND	01/23/19	01/23/19			CX	1298922	$723.00
EP EFT	00062786	10005814	JANNICE TUCKER	01/23/19	01/23/19			CX	1298922	$794.00
EP EFT	00062787	10004517	KEVIN L TUCKER	01/23/19	01/23/19			CX	1298922	$9.00
EP EFT	00062788	10007291	ARENA M. TURNER-COPELAND	01/23/19	01/23/19			CX	1298922	$579.00
EP EFT	00062789	10008704	JOSEPHINE TWINE	01/23/19	01/23/19			CX	1298922	$221.00
EP EFT	00062790	10008118	MJENZI R UJAMAA	01/23/19	01/23/19			CX	1298922	$779.00
EP EFT	00062791	00918000	WARREN W & VIRGINIA R VALDRY	01/23/19	01/23/19			CX	1298922	$483.00
EP EFT	00062792	10008486	SHEILA VASQUEZ	01/23/19	01/23/19			CX	1298922	$1,429.00
EP EFT	00062793	10007535	SYLVIA D VERNON	01/23/19	01/23/19			CX	1298922	$813.00
EP EFT	00062794	10007811	JOSE MANUEL VILLALOBOS	01/23/19	01/23/19			CX	1298922	$1,340.00
EP EFT	00062795	10007305	VU NGOC QUANG	01/23/19	01/23/19			CX	1298922	$1,191.00
EP EFT	00062796	10003078	DONALD S WADE	01/23/19	01/23/19			CX	1298922	$1,171.00
EP EFT	00062797	00927110	JAMES WALKER	01/23/19	01/23/19			CX	1298922	$635.00
EP EFT	00062798	00933260	LUCINDA WARREN	01/23/19	01/23/19			CX	1298922	$751.00
EP EFT	00062799	10003063	DUDLEY LOUIE WASHINGTON	01/23/19	01/23/19			CX	1298922	$1,331.00
EP EFT	00062800	10003052	GAIL M WASHINGTON	01/23/19	01/23/19			CX	1298922	$1,779.00
EP EFT	00062801	00936220	WATTS LABOR COMMUNITY ACTION	01/23/19	01/23/19			CX	1298922	$2,099.00
EP EFT	00062802	00887075	WILLIE A WATTS-TROUTMAN	01/23/19	01/23/19			CX	1298922	$1,320.00
EP EFT	00062803	00942665	JESSE R or YVONNE A WEBB	01/23/19	01/23/19			CX	1298922	$2,004.00

City of Compton

Consolidated Checks Register

01/01/2019 to 01/31/2019 Job Number: 1298922

Check		Payee ID	Payee Name	Check Date	Cancel Date	Reverse Date	Stale Date	Status	BK Job #	Check Amount
EP EFT	00062804	10008202	WILBERT JR& ALTHEA WILLIAMS LVNG	01/23/19	01/23/19			CX	1298922	$5,355.00
EP EFT	00062805	10008986	LACHANDRA WILKERSON	01/23/19	01/23/19			CX	1298922	$1,314.00
EP EFT	00062806	10002417	MONIQUE WILKES	01/23/19	01/23/19			CX	1298922	$2,296.00
EP EFT	00062807	10008430	LTASHIKA WILLIAMS	01/23/19	01/23/19			CX	1298922	$854.00
EP EFT	00062808	00967610	TYRONE OR GERALDINE WILLIAMS	01/23/19	01/23/19			CX	1298922	$1,192.00
EP EFT	00062809	10002712	VERONICA WILLIAMS	01/23/19	01/23/19			CX	1298922	$568.00
EP EFT	00062810	10006262	MARIE WILLIS	01/23/19	01/23/19			CX	1298922	$1,156.00
EP EFT	00062811	10001182	ROBERT L WILLIS	01/23/19	01/23/19			CX	1298922	$483.00
EP EFT	00062812	10006332	WISE CAPITAL LLC	01/23/19	01/23/19			CX	1298922	$1,146.00
EP EFT	00062813	00970020	JOHNNY OR PEGGIE WITHERS	01/23/19	01/23/19			CX	1298922	$4,358.00
EP EFT	00062814	10001519	TRINA WITHERSPOON	01/23/19	01/23/19			CX	1298922	$1,181.00
EP EFT	00062815	10005871	GIRMA WOLDE	01/23/19	01/23/19			CX	1298922	$1,842.00
EP EFT	00062816	10003218	BILLIE WOODS	01/23/19	01/23/19			CX	1298922	$496.00
EP EFT	00062817	10006920	KENNETH G WRIGHT	01/23/19	01/23/19			CX	1298922	$686.00
EP EFT	00062818	00232497	CURRY TEMPLE SR APT LTD	01/23/19	01/23/19			CX	1298922	$3,985.00
EP EFT	00062821	00712030	PUBLIC EMPLOYEES RETIREMENT	01/31/19	01/31/19			CX	1302281	$253,069.04
EP EFT	00062822	00712050	PUBLIC EMPLOYEES RETIREMENT	01/31/19	01/31/19			CX	1302281	$717,685.78

** SORT TOTALS **

Cancelled:	$3,497,208.49
EP Group Total:	$3,497,208.49

** GRAND TOTALS **

Grand Total: $3,497,208.49

City of Compton

Consolidated Checks Register

07/01/2018 to 02/28/2019 Job Number: 1292830

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
SA CHK 00001642	00561298	MOBILE MINI INC	9005434254	OH	01/08/2019		MW	IS	$159.18
SA CHK 00001643	10004183	NEW WEST LANDSCAPING	3176	OH	01/08/2019		MW	IS	$3,486.00
SA CHK 00001644	00292880	FEDERAL EXPRESS CORP	6-420-70604	OH	01/15/2019		MW	RV	$27.27
SA CHK 00001645	10004892	KEYSER MARSTON ASSOC INC	0032999	OH	01/15/2019		MW	IS	$5,130.00
SA CHK 00001646	00561298	MOBILE MINI INC	9005494807	OH	01/15/2019		MW	IS	$175.52
SA CHK 00001647	00732280	RICHARDS WATSON & GERSHON	219480	OH	01/15/2019		MW	IS	$3,304.20
SA CHK 00001648	10004892	KEYSER MARSTON ASSOC INC	0033030	OH	01/22/2019		MW	IS	$4,455.00

** SORT TOTALS **

Issued:	$16,709.90
Reversed:	$27.27
SA Group Total:	$16,737.17

** GRAND TOTALS **

Grand Total:	$16,737.17

MARCH 07, 2019

To: MAYOR, CITY COUNCIL, AND CITY MANAGER

From: CITY CONTROLLER

Re: REPORT OF WARRANTS FEBRUARY 2019

The purpose of this document is to provide totals of Warrants issued and/or reversed for the month of February 2019.

Total of AP Warrants per Check Register:	**$4,926,446.62**	
Total of Auto/EP Deposits per Check Register:	**$1,807,952.27**	
Total of SA per Check Register:	**$9,920.18**	**$ 4,938,174.66**
Add City Employee Payroll:	**$2,073,437.04**	
Add Council Member Payroll:	**$6,650.00**	**$2,080,087.04**
	Grand Total:	**$7,018,261.70**

Beginning Warrant:	248156
Ending Warrant:	248468
Total Warrants Issued:	309
Beginning Auto Deposit:	62823
Ending Auto Deposit:	63169
Total Auto Deposits Issued:	347
Beginning Successor Agency Warrant:	1652
Ending Successor Agency Warrant:	1655
Total SA checks Issued:	4

Dorothea Young
Accounting Specialist

Rafaela King
City Controller

Certification of Warrant Register for February 2018

Warrants:

247713 - 247783
247784 - 247855
247856 - 247916
247917 - 247987
247988 - 247993
247994 - 248026
248028 – 248029
248030 – 248038
248039 – 248084
248085 – 248117
248119 - 248147
248148 – 248152
248153 - 248155

Auto Deposits:

62473
62474
62475
62476 – 62818
62821 - 62822

Successor Agency Warrants:

1642 - 1643
1644 -1647
1648
1649 -1651

Dorothea Young
Accounting Specialist

Rafaela King
City Controller

CASH DISBURSEMENT
February-19

DATE	CHECK NUMBERS	# OF CHECKS	# OF TRANS	AMT TOTALS
2/6/2019	EP00062823-EP00062823	1	1	$ 1,361.85
2/6/2019	AP00248156-AP00248226	71	115	$ 475,273.40
2/6/2019	AP00247227-AP00247228	2	20	$ 1,253.00
2/6/2019	SA00001652-SA00001653	2	2	$ 8,036.00
2/11/2019	AP00248229-AP00248231	3	16	$ 145,884.49
2/11/2019	AP00248232-AP00248233	2	21	$ 8,322.66
2/13/2019	AP00248234-AP00248292	55	307	$ 344,724.16
2/13/2019	EP00062824-EP00062824	1	10	$ 892,056.43
2/13/2019	AP00248293-AP00248293	1	1	$ 2,378.63
2/14/2019	AP00248294-AP00248294	1	2	$ 4,777.77
2/19/2019	AP00248295-AP00248341	47	120	$ 1,997,629.22
2/19/2019	SA00001654-SA00001655	2	2	$ 1,884.18
2/21/2019	AP00248342-AP00248351	10	67	$ 68,676.34
2/26/2019	AP00248352-AP00248383	32	686	$ 33,162.42
2/26/2019	EP00062825-EP00063166	342	640	$ 604,547.20
2/26/2019	AP00248384-AP00248384	1	2	$ 363.00
2/26/2019	AP00248385-AP00248463	79	176	$ 1,854,499.25
2/26/2019	EP00063167-EP00063168	2	9	$ 912,616.83
2/26/2019	SA00001656-SA00001657	2	2	$ 5,139.90
2/28/2019	AP00248464-AP00248466	3	10	$ 8,209.52
2/28/2019	EP00063169-EP00063169	1	6	$ 1,917.16
2/28/2019	AP00248467-AP00248468	2	6	$ 1,918.00
TOTALS		662	2221	$ 6,389,775.85

GENERAL CITY ACCOUNT

*AP = GENERAL LEDGER PHYSICAL CHECKS

*EFT = ELECTRONIC FUNDS TRANSFER

*EP = ELECTRONIC PAYMENT

SUCCESOR AGENCY ACCOUNT

*SA = SUCCESSOR AGENCY

CASH DISBURSEMENT
February-19

DATE	CHECK NUMBERS	# OF CHECKS	# OF TRANS	AMT TOTALS
2/7/2019	GL12219-GL12219	1		$ 295.00
2/14/2019	GL12220-GL12221	2		$ 11,106.00
2/21/2019	GL12222-GL12226	5		$ 62,178.53
2/28/2019	GL12227-GL12228	2		$ 805.85
			TOTAL	$ 74,385.38
2/7/2019	WC79741-WC79782	42		$ 26,126.93
2/14/2019	WC79783-WC79801	19		$ 6,574.61
2/21/2019	WC79802-WC79839	38		$ 62,178.53
2/28/2019	WC79840-WC79907	68		$ 14,686.69
			TOTAL	$ 109,566.76
TOTALS				
TOTALS		177		$ 183,952.14

RISK MANAGEMENT

*GL = GENERAL LIABILITY CHECKS

*WC = WORKER'S COMPENSATION CHECKS

AP WARRANTS

VOIDS ORIGINATING FEBRUARY 2019

CHECK NUMBER	CHECK DATE	VOID DATE	CHECK AMOUNT	VOID REASON
248156	2/6/2019	2/6/2019	$ 304.00	Per recepient's request
248163	2/6/2019	2/13/2019	$ 966.68	Paid on a quote
248187	2/6/2019	2/20/2019	$ 304.00	Per recepient's request
248240	2/13/2019	2/13/2019	$ 5,339.68	Payment made off a statement
249267	2/13/2019	2/13/2019	$ 2,385.40	Wrong invoice number listed on check
248280	2/13/2019	2/13/2019	$ 380.94	Wrong invoice number listed on check
248289	2/13/2019	2/13/2019	$ 1,855.81	Wrong invoice number listed on check
248293	2/13/2019	2/13/2019	$ 2,378.63	Wrong invoice number listed on check
248303	2/19/2019	2/20/2019	$ 392.04	Paid on a quote
248312	2/19/2019	2/20/2019	$ 129.05	Wrong amount S/B $90.75
248320	2/19/2019	2/20/2019	$ 2,414.90	Input as AP check coding S/B SA check
		SUBTOTAL	$ 16,851.13	

VOIDS ISSUED PRIOR TO FEBRUARY 2019

CHECK NUMBER	CHECK DATE	VOID DATE	CHECK AMOUNT	VOID REASON
248070	1/30/2019	2/4/2019	$ 500.00	Treasurer did't attend conference
248083	1/30/2019	2/4/2019	$ 225.00	Per recepient's request
		SUBTOTAL	$ 725.00	

AUTO DEPOSITS

VOIDS ORIGINATING IN FEBRUARY 2019

EFT NUMBER	EFT DATE	VOID DATE	EFT AMOUNT	VOID REASON
	2/1/2019	2/13/2019	$ 1,127.00	Stop pmt invalid routing number
		SUBTOTAL	$ 1,127.00	

VOIDS ISSUED PRIOR TO FEBRUARY 2019

EFT NUMBER	EFT DATE	VOID DATE	EFT AMOUNT	VOID REASON
				ACH notice of returned pymt to bank
		SUBTOTAL	$ -	

SUCCESSOR AGENGY

SA NUMBER	SA DATE	VOID DATE	SA AMOUNT	VOID REASON
1651	1/31/2019	2/5/2019	3,136.00	Typo Error
		SUBTOTAL	$ 3,136.00	

TOTAL AMT VOIDED	$21,839.13
TOTAL NUMBER OF CHECKS VOIDED	15
TOTAL AMT OF WARRANTS VOIDED ORIGINATING IN FEBRUARY	$16,851.13
TOTAL NUMBER OF WARRANTS VOIDED ORIGINATING IN FEBRUARY	11
TOTAL AMT OF WARRANTS VOIDED PRIOR TO FEBRUARY	$725.00
TOTAL NUMBER OF WARRANTS VOIDED PRIOR TO FEBRUARY	2
TOTAL AMT OF AUTO DEPOS. VOIDED ORIGINATING IN FEBRUARY	$1,127.00
TOTAL NUMBER OF AUTO DEPOS. VOIDED ORIGINATING IN FEBRUA	1
TOTAL AMT OF AUTO DEPOS. VOIDED PRIOR TO FEBRUARY	$0.00
TOTAL NUMBER OF AUTO DEPOS. VOIDED PRIOR TO FEBRUARY	0
TOTAL AMT OF SUCCESSOR AGENCY VOIDED IN FEBRUARY	$3,136.00
TOTAL NUMBER OF SUCCESSOR AGENCY VOIDED IN FEBRUARY	1

City of Compton

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00248156	00012510	LAURENCE ADAMS	2/13/19 TRVL	OH	02/06/2019		MW	IS	$304.00
AP CHK 00248157	10009132	ADVANCED LIQUIDATORS INC	197988	OH	02/06/2019		MW	IS	$2,135.25
AP CHK 00248158	10008156	AFFORDABLE HOUSING NETWORK LLC	HA7641	OH	02/06/2019		MW	IS	$1,250.00
AP CHK 00248159	00025498	ALIN'S	183803	OH	02/06/2019		MW	IS	$226.15
AP CHK 00248160	00025513	ALL AMERICAN ASPHALT	182654/RETENT	OH	02/06/2019		MW	IS	$93,280.93
AP CHK 00248161	00025519	ALL CITY MANAGEMENT SERVICES INC	59186	OH	02/06/2019		MW	IS	$18,044.33
AP CHK 00248162	10007975	AMERICAN EXPRESS TRAVEL RELATED	3787-	OH	02/06/2019		MW	IS	$904.72
AP CHK 00248164	10002791	ASAP DRUG SOLUTIONS INC	DNA180T838	OH	02/06/2019		MW	IS	$250.00
AP CHK 00248165	10005680	ASJ SOUTH BAY LLC	TRANS#347064	OH	02/06/2019		MW	IS	$18.28
AP CHK 00248166	10003022	ELIZABETH ATKINSON	1/09/19 MTG	OH	02/06/2019		MW	IS	$150.00
AP CHK 00248167	T17922	BENITEZ ROOFING & WATERPROOFING	V#20860 REFD	OH	02/06/2019		MW	IS	$1,000.00
AP CHK 00248168	10008806	BUILT RITE FENCE COMPANY	3595	OH	02/06/2019		MW	IS	$1,715.00
AP CHK 00248169	10007603	CALIFORNIA ASSOCIATION OF HOUSING	DELMONSHA	OH	02/06/2019		MW	IS	$590.00
AP CHK 00248170	10007469	CALIFORNIA PEST MANAGEMENT INC	219073	OH	02/06/2019		MW	IS	$975.00
AP CHK 00248171	10004565	CAMARILLO'S AND SONS CARPET	WASTE DEPT	OH	02/06/2019		MW	IS	$4,800.00
AP CHK 00248172	T17833	CHRIST FIRST BAPTIST CHURCH	V#086969 REFD	OH	02/06/2019		MW	IS	$250.00
AP CHK 00248173	10008200	COMMUNITY PARTNERS	10038	OH	02/06/2019		MW	IS	$250.00
AP CHK 00248174	10008858	KRISTINA CREWS	19-01-15	OH	02/06/2019		MW	IS	$3,250.00
AP CHK 00248175	10001970	CSMFO	300001335	OH	02/06/2019		MW	IS	$110.00
AP CHK 00248176	00255350	DEPARTMENT OF TRANSPORTATION	SL190348	OH	02/06/2019		MW	IS	$1,588.02
AP CHK 00248177	10009109	DIAMONDBACK SHOOTING SPORTS INC	(52) PEPPER	OH	02/06/2019		MW	IS	$367.50
AP CHK 00248178	10009116	DISCOUNT OFFICE ITEMS INC	3215022	OH	02/06/2019		MW	IS	$999.33
AP CHK 00248179	T17920	DONNA DIXON	V#087148 REFD	OH	02/06/2019		MW	IS	$250.00
AP CHK 00248180	00835060	DS SERVICES OF AMERICA INC	15916633	OH	02/06/2019		MW	IS	$65.27
AP CHK 00248181	10003979	FERGUSON ENTERPRISES INC	0660618	OH	02/06/2019		MW	IS	$7,157.91
AP CHK 00248182	10004814	FORMCENTER	IN783477	OH	02/06/2019		MW	IS	$486.65
AP CHK 00248183	10008372	FORWARD THINKING SYSTEMS LLC	2094208	OH	02/06/2019		MW	IS	$1,800.00
AP CHK 00248184	10007937	KINIKIA GARDNER	1/09/19 MTG	OH	02/06/2019		MW	IS	$150.00
AP CHK 00248185	10008692	GOVERNMENT REVENUE SOLUTIONS	INV06-004970	OH	02/06/2019		MW	IS	$312.15
AP CHK 00248186	10002915	JUANITA GREEN-WRIGHT	1/09/19 MTG	OH	02/06/2019		MW	IS	$150.00
AP CHK 00248188	10008241	INFORMATION MANGEMENT SERVICES	165833	OH	02/06/2019		MW	IS	$695.00
AP CHK 00248189	00408034	INSURANCE EDUCATIONAL ASSOC	ORD#IEA5713	OH	02/06/2019		MW	IS	$582.00
AP CHK 00248190	10003486	INTERNATIONAL CODE COUNCIL INC	3217965	OH	02/06/2019		MW	IS	$410.00
AP CHK 00248191	10008891	JIM J FORBES	939	OH	02/06/2019		MW	IS	$657.00

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00248192	10007690	JMDIAZ INC	001 (18-216)	OH	02/06/2019		MW	IS	$26,946.98
AP CHK 00248193	10009126	JOHNSON HEALTH TECH RETAIL INC	QUOTE#405-	OH	02/06/2019		MW	IS	$196.00
AP CHK 00248194	00302741	L A COUNTY SHERIFF	192417VL	OH	02/06/2019		MW	IS	$1,851.79
AP CHK 00248195	10008972	KEAHNA LEWIS	1/09/19 MTG	OH	02/06/2019		MW	IS	$150.00
AP CHK 00248196	00474565	LIEBERT CASSIDY WHITMORE	2019 LCW LAW	OH	02/06/2019		MW	IS	$3,450.00
AP CHK 00248197	10003516	LOS ANGELES CO PUBLIC WORKS	RE-	OH	02/06/2019		MW	IS	$968.05
AP CHK 00248198	00514125	M & M AUTO PARTS	C-12	OH	02/06/2019		MW	IS	$786.07
AP CHK 00248199	10008869	MARK KADESH	2-19	OH	02/06/2019		MW	IS	$8,000.00
AP CHK 00248200	10004507	RANDOLPH MONTANO	16242	OH	02/06/2019		MW	IS	$745.65
AP CHK 00248201	10007898	NESTLE WATERS NORTH AMERICA	19A0022273015	OH	02/06/2019		MW	IS	$146.36
AP CHK 00248202	10004183	NEW WEST LANDSCAPING	3187	OH	02/06/2019		MW	IS	$11,692.00
AP CHK 00248203	00650802	OFFICE DEPOT	261282464001	OH	02/06/2019		MW	IS	$246.19
AP CHK 00248204	10008741	SUSAN PRIVITERA-JOHNSON	2018-12-001	OH	02/06/2019		MW	IS	$385.00
AP CHK 00248205	10005094	PUBLIC AGENCY RISK MANAGERS ASSC	CONF#096710	OH	02/06/2019		MW	IS	$820.00
AP CHK 00248206	10005980	QUILL CORPORATION	4246846	OH	02/06/2019		MW	IS	$166.46
AP CHK 00248207	10002569	CECIL RHAMBO	2/13/19 TRVL	OH	02/06/2019		MW	IS	$304.00
AP CHK 00248208	10009115	S & H ENTERPRISES INC	6121	OH	02/06/2019		MW	IS	$8,800.00
AP CHK 00248209	T17917	KOUROSH SAJJADI	PRM#18-000009	OH	02/06/2019		MW	IS	$7,791.00
AP CHK 00248210	00786017	SAR-LB INC DBA SIGN A RAMA	20858	OH	02/06/2019		MW	IS	$688.02
AP CHK 00248211	10002585	SERVICE FIRST CONTRACTORS NETWOR	25530	OH	02/06/2019		MW	IS	$2,907.88
AP CHK 00248212	08881031	SMOG PROS	59716.2	OH	02/06/2019		MW	IS	$45.00
AP CHK 00248213	00807010	SO CA MUN ATHLETIC FEDERATION	7449	OH	02/06/2019		MW	IS	$130.00
AP CHK 00248214	10009033	SOUTHERN CALIF INTERGOVERNMENTA	40297	OH	02/06/2019		MW	IS	$2,139.20
AP CHK 00248215	00846370	STAPLES ADVANTAGE	3402488418	OH	02/06/2019		MW	IS	$1,476.29
AP CHK 00248216	10009088	SUNSET VIEW REAL ESTATE	JOB#464438	OH	02/06/2019		MW	IS	$639.57
AP CHK 00248217	T17923	TRI STATE GENERAL CONTRACTORS	2230 S	OH	02/06/2019		MW	IS	$650.00
AP CHK 00248218	10008827	MARLON D TURNER	1084	OH	02/06/2019		MW	IS	$200.00
AP CHK 00248219	10004248	UNITED SITE SERVICES OF CA INC	114-7943605	OH	02/06/2019		MW	IS	$517.73
AP CHK 00248220	10004345	URBAN GRAFFITI ENTERPRISES INC	COM21812	OH	02/06/2019		MW	IS	$33,000.00
AP CHK 00248221	10000641	MARTIN A URQUHART	1/19/19 BOOT	OH	02/06/2019		MW	IS	$107.74
AP CHK 00248222	10004390	VILLA FLOWERS	015298	OH	02/06/2019		MW	IS	$111.98
AP CHK 00248223	00934060	WATER REPLENISHMENT DISTRICT OF	OCTOBER 2018	OH	02/06/2019		MW	IS	$209,285.04
AP CHK 00248224	10004949	WATERLINE TECHNOLOGIES INC	5442292	OH	02/06/2019		MW	IS	$1,151.12
AP CHK 00248225	10006163	WELLS FARGO FINANCIAL LEASING	90111437	OH	02/06/2019		MW	IS	$2,083.11

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00248226	T17921	SADIQA WHITE	V#087123 REFD	OH	02/06/2019		MW	IS	$250.00
AP CHK 00248227	00153905	CITY OF COMPTON PETTY CASH	16243	OH	02/06/2019		MW	IS	$752.03
AP CHK 00248228	10005382	WILLIAMS SCOTSMAN INC	99646411	OH	02/06/2019		MW	IS	$500.97
AP CHK 00248229	10007691	AT&T	284337858	OH	02/12/2019		MW	IS	$150.00
AP CHK 00248230	10007588	AT&T MOBILITY II LLC	832948075	OH	02/12/2019		MW	IS	$2,070.73
AP CHK 00248231	00811270	SO CA EDISON	2307178756	OH	02/12/2019		MW	IS	$143,623.76
AP CHK 00248232	10008457	FRONTIER CALIFORNIA INC	20915138930223	OH	02/12/2019		MW	IS	$90.52
AP CHK 00248233	00815000	SOUTHERN CALIFORNIA GAS COMPANY	17570144000	OH	02/12/2019		MW	IS	$8,232.14
AP CHK 00248234	10007192	ALL STAR INTERPRETING SERVICE INC	18088	OH	02/13/2019		MW	IS	$8,325.00
AP CHK 00248235	00100790	BLUE DIAMOND MATERIALS	1410705	OH	02/13/2019		MW	IS	$2,015.15
AP CHK 00248236	00066437	BSN SPORTS	904284902	OH	02/13/2019		MW	IS	$32.50
AP CHK 00248237	10008339	BUCKEYE INTERNATIONAL INC	90084918	OH	02/13/2019		MW	IS	$15.38
AP CHK 00248238	10008547	MARGARITA G CARRILLO	MC026	OH	02/13/2019		MW	IS	$166.67
AP CHK 00248239	10001406	CINTAS CORPORATION #053	4015924235	OH	02/13/2019		MW	IS	$398.38
AP CHK 00248241	10007656	CIVIL SOURCE INC	113613	OH	02/13/2019		MW	IS	$5,910.00
AP CHK 00248246	00202600	COMPTON MUNICIPAL WATER CO	4346105010	OH	02/13/2019		MW	IS	$30,591.26
AP CHK 00248247	10005307	RAJINDERPAL SINGH DHALIWAL	CONF#96350723	OH	02/13/2019		MW	IS	$1,493.52
AP CHK 00248248	10006007	DOUGLAS INDUSTRIAL MEDICAL CLINIC	949-7230	OH	02/13/2019		MW	IS	$1,620.00
AP CHK 00248249	10007499	DR JACKIE LAVAREE JOHNSON	JJ022	OH	02/13/2019		MW	IS	$333.33
AP CHK 00248250	00835060	DS SERVICES OF AMERICA INC	17274453	OH	02/13/2019		MW	IS	$70.24
AP CHK 00248251	10004623	DEBRA H DUNCAN	190205	OH	02/13/2019		MW	IS	$1,600.00
AP CHK 00248252	00274438	DUNN-EDWARDS CORPORATION	2074303515	OH	02/13/2019		MW	IS	$1,851.65
AP CHK 00248253	10007799	MARY L EDWARDS	A152	OH	02/13/2019		MW	IS	$300.00
AP CHK 00248254	00292880	FEDERAL EXPRESS CORP	6-434-80101	OH	02/13/2019		MW	IS	$168.45
AP CHK 00248255	00310013	FREDDYS ORNAMENTAL SUPPLIES LL	92005	OH	02/13/2019		MW	IS	$396.90
AP CHK 00248256	00349350	GRAINGER	9930204905	OH	02/13/2019		MW	IS	$3,169.76
AP CHK 00248257	10007921	ELIZABETH HARDING	C00051	OH	02/13/2019		MW	IS	$282.35
AP CHK 00248258	10007768	DONNA HEFFLIN	A151	OH	02/13/2019		MW	IS	$300.00
AP CHK 00248259	10005591	INFOSEND INC	148758	OH	02/13/2019		MW	IS	$11,458.31
AP CHK 00248260	10008891	JIM J FORBES	967	OH	02/13/2019		MW	IS	$1,135.50
AP CHK 00248261	T17924	L S COOL ROOFING	V#19261 REFD	OH	02/13/2019		MW	IS	$1,000.00
AP CHK 00248262	T17925	L S COOL ROOFING	V#19262 REFD	OH	02/13/2019		MW	IS	$1,000.00
AP CHK 00248263	10009082	LA TRUCK & AUTO INC	5156-094710	OH	02/13/2019		MW	IS	$3,641.46
AP CHK 00248264	10005496	LEAGUE OF CALIF CITIES	189197	OH	02/13/2019		MW	IS	$24,117.00

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00248265	00474570	LIFE ASSIST INC	899045	OH	02/13/2019		MW	IS	$6,103.82
AP CHK 00248266	10008380	M SOURCE	2023	OH	02/13/2019		MW	IS	$955.90
AP CHK 00248268	10003073	MIRACLE PLAYGROUND SALES OF SO C	802269	OH	02/13/2019		MW	IS	$4,924.00
AP CHK 00248269	10007923	GAYNELL MONROE	F00114	OH	02/13/2019		MW	IS	$300.00
AP CHK 00248270	10009101	MIKE MONZON	0773	OH	02/13/2019		MW	IS	$1,000.00
AP CHK 00248271	10004183	NEW WEST LANDSCAPING	3193	OH	02/13/2019		MW	IS	$3,922.00
AP CHK 00248272	10005660	PAY PLUS BENEFITS INC	19155	OH	02/13/2019		MW	IS	$327.00
AP CHK 00248273	10008281	ULYSSES PINKNEY	12/14/18	OH	02/13/2019		MW	IS	$200.00
AP CHK 00248274	10008741	SUSAN PRIVITERA-JOHNSON	2019-01-001	OH	02/13/2019		MW	IS	$2,797.50
AP CHK 00248275	10007062	REGENTS OF THE UNIVERSITY OF CALIF	V0003930	OH	02/13/2019		MW	IS	$900.00
AP CHK 00248276	T15473	CRUZ RIVAS	V#21493 REFD	OH	02/13/2019		MW	IS	$1,000.00
AP CHK 00248277	00786017	SAR-LB INC DBA SIGN A RAMA	20931	OH	02/13/2019		MW	IS	$409.00
AP CHK 00248278	10008184	LANA MARIE SCOTT	151812	OH	02/13/2019		MW	IS	$1,105.00
AP CHK 00248279	T17926	SOLOMON"S TEMPLE	V#20898 REFD	OH	02/13/2019		MW	IS	$1,000.00
AP CHK 00248281	10005299	TAJ TRADING CORPORATION	0039636-002	OH	02/13/2019		MW	IS	$35.00
AP CHK 00248282	T12843	MONICA TURNER	2019 PARMA	OH	02/13/2019		MW	IS	$691.00
AP CHK 00248283	00890190	UNDERGROUND SERVICE ALERT	120190156	OH	02/13/2019		MW	IS	$326.80
AP CHK 00248284	10007642	UNIFIRST CORPORATION	324 2188880	OH	02/13/2019		MW	IS	$2,251.18
AP CHK 00248285	10005883	US HEALTHWORKS MEDICAL GROUP PC	3462026-CA	OH	02/13/2019		MW	IS	$206.00
AP CHK 00248286	10001363	VERIZON WIRELESS - LA	36111507300001	OH	02/13/2019		MW	IS	$9,320.10
AP CHK 00248287	00926825	MARIE WADE	C0864	OH	02/13/2019		MW	IS	$300.00
AP CHK 00248288	00934060	WATER REPLENISHMENT DISTRICT OF	DECEMBER	OH	02/13/2019		MW	IS	$187,795.83
AP CHK 00248290	00936332	WAXIE'S ENTERPRISES INC	77936701	OH	02/13/2019		MW	IS	$3,200.09
AP CHK 00248291	10009130	XLNT TINT OF ANAHEIM INC	57113	OH	02/13/2019		MW	IS	$1,212.10
AP CHK 00248292	10008194	ZENNER PERFORMANCE METERS	044897-IN	OH	02/13/2019		MW	IS	$3,087.20
AP CHK 00248294	10008778	ENTERPRISE CAR RENTAL	18763324	OH	02/14/2019		MW	IS	$4,777.77
AP CHK 00248295	10000208	AMERICAN PUBLIC WORKS ASSOCIATION	NWL	OH	02/19/2019		MW	IS	$277.50
AP CHK 00248296	10000993	AMERICAN SOCCER CO INC	6555672	OH	02/19/2019		MW	IS	$955.20
AP CHK 00248297	T17927	ARELLANO ASSOCIATES	V#087139 REFD	OH	02/19/2019		MW	IS	$250.00
AP CHK 00248298	T17930	ARTS TRANSPORTATION	V319980 REFD	OH	02/19/2019		MW	IS	$9,000.00
AP CHK 00248299	10005680	ASJ SOUTH BAY LLC	TRANS#348180	OH	02/19/2019		MW	IS	$20.14
AP CHK 00248300	T17928	CHAMESHIA BRADSHAW	V#087011 REFD	OH	02/19/2019		MW	IS	$250.00
AP CHK 00248301	10008806	BUILT RITE FENCE COMPANY	3661	OH	02/19/2019		MW	IS	$725.00
AP CHK 00248302	10007224	ANGELA BURRELL	12/20/18	OH	02/19/2019		MW	IS	$150.00

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00248304	10005233	CACEO	200008565	OH	02/19/2019		MW	IS	$1,290.00
AP CHK 00248305	10007677	CITIBANK N.A.	974833	OH	02/19/2019		MW	IS	$5,339.68
AP CHK 00248306	00405030	CITY OF INGLEWOOD	311901	OH	02/19/2019		MW	IS	$10,777.72
AP CHK 00248307	10007656	CIVIL SOURCE INC	114619	OH	02/19/2019		MW	IS	$6,070.00
AP CHK 00248308	T17929	BRITTANI CLARK	V#085243 REFD	OH	02/19/2019		MW	IS	$250.00
AP CHK 00248309	00255345	DEPT OF JUSTICE	352801	OH	02/19/2019		MW	IS	$480.00
AP CHK 00248310	10005307	RAJINDERPAL SINGH DHALIWAL	QZCVOD	OH	02/19/2019		MW	IS	$197.10
AP CHK 00248311	10006007	DOUGLAS INDUSTRIAL MEDICAL CLINIC	949-6923	OH	02/19/2019		MW	IS	$4,885.00
AP CHK 00248313	10008601	HARTSELL DUHART	12/20/18	OH	02/19/2019		MW	IS	$150.00
AP CHK 00248314	00292880	FEDERAL EXPRESS CORP	6-454-49272	OH	02/19/2019		MW	IS	$39.32
AP CHK 00248315	10003979	FERGUSON ENTERPRISES INC	0663205	OH	02/19/2019		MW	IS	$1,042.75
AP CHK 00248316	00349350	GRAINGER	9075963315	OH	02/19/2019		MW	IS	$80.86
AP CHK 00248317	10009113	LEROY GUILLORY	12/20/18 MTG	OH	02/19/2019		MW	IS	$150.00
AP CHK 00248318	00434000	JOBS AVAILABLE	1904009	OH	02/19/2019		MW	IS	$420.50
AP CHK 00248319	T13898	NORMAN JONES	011495140971	OH	02/19/2019		MW	IS	$200.00
AP CHK 00248321	00459436	L & B PIPE/SUPPLY CO	S1153690.001	OH	02/19/2019		MW	IS	$1,776.42
AP CHK 00248322	10007876	L & M FOOTWEAR INC	0136781-IN	OH	02/19/2019		MW	IS	$1,945.67
AP CHK 00248323	00302741	L A COUNTY SHERIFF	192522CY	OH	02/19/2019		MW	IS	$1,888,578.26
AP CHK 00248324	10006443	LOWE'S HIW INC	910551	OH	02/19/2019		MW	IS	$2,006.83
AP CHK 00248325	00514125	M & M AUTO PARTS	C-15	OH	02/19/2019		MW	IS	$1,007.68
AP CHK 00248326	10004650	JIMMY MC COMBS	1010650941	OH	02/19/2019		MW	IS	$2,385.40
AP CHK 00248327	T13089	BROWNIE T MENTLOW	CL 18-000004	OH	02/19/2019		MW	IS	$600.00
AP CHK 00248328	00555000	METROPOLITAN WATER DISTRICT OF S	9606	OH	02/19/2019		MW	IS	$1,765.87
AP CHK 00248329	10007786	MOBILE MINI LLC	9005792759	OH	02/19/2019		MW	IS	$120.39
AP CHK 00248330	10007898	NESTLE WATERS NORTH AMERICA	09A0033471061	OH	02/19/2019		MW	IS	$73.17
AP CHK 00248331	00707705	PRECISION DYNAMICS CORPORATION	4292534	OH	02/19/2019		MW	IS	$106.06
AP CHK 00248332	10005980	QUILL CORPORATION	4975501	OH	02/19/2019		MW	IS	$758.49
AP CHK 00248333	10008854	RELX INC DBA LEXISNEXIS	3091860706	OH	02/19/2019		MW	IS	$1,530.00
AP CHK 00248334	00732280	RICHARDS WATSON & GERSHON	220209	OH	02/19/2019		MW	IS	$18,603.80
AP CHK 00248335	00846370	STAPLES ADVANTAGE	3404224959	OH	02/19/2019		MW	IS	$792.02
AP CHK 00248336	10000856	STATE WATER RESOURCES CONTROL	SC-111481	OH	02/19/2019		MW	IS	$11,000.54
AP CHK 00248337	10007642	UNIFIRST CORPORATION	324 2179688	OH	02/19/2019		MW	IS	$29.71
AP CHK 00248338	10004248	UNITED SITE SERVICES OF CA INC	114-7980719	OH	02/19/2019		MW	IS	$200.32
AP CHK 00248339	10004345	URBAN GRAFFITI ENTERPRISES INC	COM21901	OH	02/19/2019		MW	IS	$16,500.00

City of Compton

Consolidated Checks Register

02/01/2019 to 02/28/2019 Job Number: 1308790

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00248340	10004949	WATERLINE TECHNOLOGIES INC	5443451	OH	02/19/2019		MW	IS	$1,855.81
AP CHK 00248341	T17931	VICTORIA WATTS	V#20852 REFD	OH	02/19/2019		MW	IS	$56.02
AP CHK 00248342	10003356	AT & T	9604498966	OH	02/21/2019		MW	IS	$1,379.62
AP CHK 00248343	10002636	AT&T	9391065062	OH	02/21/2019		MW	IS	$24,672.77
AP CHK 00248344	10007691	AT&T	288135197	OH	02/21/2019		MW	IS	$394.82
AP CHK 00248345	10007587	AT&T CORP	8310007476620	OH	02/21/2019		MW	IS	$18,134.64
AP CHK 00248346	10001482	CALIFORNIA WATER SERVICE	8113215277	OH	02/21/2019		MW	IS	$2,062.72
AP CHK 00248347	10008457	FRONTIER CALIFORNIA INC	20915026940618	OH	02/21/2019		MW	IS	$111.67
AP CHK 00248348	00336736	GOLDEN STATE WATER CO	88919000005	OH	02/21/2019		MW	IS	$179.58
AP CHK 00248349	00811270	SO CA EDISON	2375234697	OH	02/21/2019		MW	IS	$19,756.86
AP CHK 00248350	00815000	SOUTHERN CALIFORNIA GAS COMPANY	12400621004	OH	02/21/2019		MW	IS	$27.59
AP CHK 00248351	10005571	TIME WARNER NY CABLE LLC	84483005010572	OH	02/21/2019		MW	IS	$1,956.07
AP CHK 00248352	10009041	BIRDIE C BALDWIN TRUST	426RAYMNDB	OH	02/26/2019		MW	IS	$1,279.00
AP CHK 00248353	00100811	TURNER BOBBITT	474 W	OH	02/26/2019		MW	IS	$837.00
AP CHK 00248354	00113735	WALLACE ANDERSON BURNEY III	506	OH	02/26/2019		MW	IS	$1,288.00
AP CHK 00248355	T17915	MELINDA CAGE	UTIL 03-19	OH	02/26/2019		MW	IS	$90.00
AP CHK 00248356	T17897	KATRINA CALDWELL	318ALMOND3	OH	02/26/2019		MW	IS	$18.00
AP CHK 00248357	00147522	THURSTON C CARLOCK II	522 N SLOAN	OH	02/26/2019		MW	IS	$1,974.00
AP CHK 00248358	10004007	CITY OF HAWTHORNE HOUSING	14610 LEMOLI	OH	02/26/2019		MW	IS	$397.58
AP CHK 00248359	00160166	WILLIE COBB	826 W CHERRY	OH	02/26/2019		MW	IS	$613.00
AP CHK 00248360	T17472	RICARDO DAVIS	UTIL 03-19	OH	02/26/2019		MW	IS	$2.00
AP CHK 00248361	10009042	DIAMOND 1 LP	323 S	OH	02/26/2019		MW	IS	$983.00
AP CHK 00248362	T17912	MINETTA FLOWERS	UTIL 03-19	OH	02/26/2019		MW	IS	$10.00
AP CHK 00248363	10008725	CHARMAINE Y GUMMS	1421 S TEMPLE	OH	02/26/2019		MW	IS	$1,272.00
AP CHK 00248364	T17686	VERONICA HINES	UTIL 03-19	OH	02/26/2019		MW	IS	$14.00
AP CHK 00248365	T16778	LYNETTE HOUSTON	UTIL 03-19	OH	02/26/2019		MW	IS	$3.00
AP CHK 00248366	10008952	INTERNATIONAL INVESTMENTS TRADING	329 W	OH	02/26/2019		MW	IS	$1,114.00
AP CHK 00248367	10001789	CLAUDE E JONES	717 E OAKS #A	OH	02/26/2019		MW	IS	$6,068.00
AP CHK 00248368	10008947	CHARLES E KELLEY JR	408 SHERER	OH	02/26/2019		MW	IS	$1,194.00
AP CHK 00248369	10005730	LARRY EUGENE MASON	444 W	OH	02/26/2019		MW	IS	$1,379.00
AP CHK 00248370	10009150	LORENZO MELENDEZ	980W152NDFE	OH	02/26/2019		MW	IS	$2,706.00
AP CHK 00248371	10007559	NATIONSTAR MORTGAGE LLC	12625 S	OH	02/26/2019		MW	IS	$1,601.00
AP CHK 00248372	10005888	JAMES OGBURN	516 W CEDAR	OH	02/26/2019		MW	IS	$272.00
AP CHK 00248373	10009140	ON JUNG PARK	321MAGNLIAB	OH	02/26/2019		MW	IS	$2,829.82

City of Compton

Consolidated Checks Register

02/01/2019 to 02/28/2019 Job Number: 1310801

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00248374	10009100	PBP BELL LAKE LLC	445 W PALM #E	OH	02/26/2019		MW	IS	$1,506.00
AP CHK 00248375	10009106	PI PROPERTIES NO 86 LLC	1613 E KAY #2	OH	02/26/2019		MW	IS	$657.00
AP CHK 00248376	10009127	ERIC G PIPKIN	1242 W 134TH	OH	02/26/2019		MW	IS	$542.00
AP CHK 00248377	T17840	ADRIANA RIVERA	UTIL 03-19	OH	02/26/2019		MW	IS	$1.00
AP CHK 00248378	10008922	RULO INVESTMENTS II LLC	2001 EL	OH	02/26/2019		MW	IS	$1,763.00
AP CHK 00248379	10008923	RULO INVESTMENTS LLC	1920 EL	OH	02/26/2019		MW	IS	$1,549.00
AP CHK 00248380	10007553	LILLIAN SALDANA-SIMONIAN	1008	OH	02/26/2019		MW	IS	$1,066.00
AP CHK 00248381	T17932	KATRENA THOMAS	UTIL 03-19	OH	02/26/2019		MW	IS	$1.00
AP CHK 00248382	T17914	MELINISE WATTREE	UTIL 03-19	OH	02/26/2019		MW	IS	$74.00
AP CHK 00248383	T17832	TAMIKO WILLIAMS	UTIL 03-19	OH	02/26/2019		MW	IS	$59.00
AP CHK 00248384	10002973	BANK OF THE WEST	WHITE,	OH	02/26/2019		MW	IS	$363.00
AP CHK 00248385	T17935	ABC ADVANCE INSPECTIONS	809 W	OH	02/26/2019		MW	IS	$1,146.23
AP CHK 00248386	T15965	JOSHUA ACEVEDO	TR#12092	OH	02/26/2019		MW	IS	$108.45
AP CHK 00248388	T17936	CARLOS ANDRADE	601 S MAYO	OH	02/26/2019		MW	IS	$159.00
AP CHK 00248389	10007657	ARIZONA MACHINERY DBA STOTZ	W17936	OH	02/26/2019		MW	IS	$6,147.35
AP CHK 00248390	10005680	ASJ SOUTH BAY LLC	TRANS #348791	OH	02/26/2019		MW	IS	$29.83
AP CHK 00248391	10009133	ASSOCIATION OF CALIFORNIA WATER	2019 MBRSHP	OH	02/26/2019		MW	IS	$10,340.00
AP CHK 00248392	T17934	AZTECA DYE & LAUNDRY CORPORATION	BL 15-000294	OH	02/26/2019		MW	IS	$1,905.50
AP CHK 00248393	10002639	BEST BUY CO	1432 040 0005	OH	02/26/2019		MW	IS	$584.31
AP CHK 00248394	00100790	BLUE DIAMOND MATERIALS	1418450	OH	02/26/2019		MW	IS	$3,710.45
AP CHK 00248395	10005233	CACEO	300010244	OH	02/26/2019		MW	IS	$95.00
AP CHK 00248397	10001406	CINTAS CORPORATION #053	5012953087	OH	02/26/2019		MW	IS	$973.27
AP CHK 00248398	00160050	CLINICAL LAB OF SAN BERNARDINO	967004	OH	02/26/2019		MW	IS	$677.00
AP CHK 00248399	10007648	CONSOLIDATED DISPOSAL SERVICES LLC	JANUARY 2019	OH	02/26/2019		MW	IS	$1,011,781.90
AP CHK 00248400	00225310	COOPERATIVE PERSONNEL SVCS (CP	SOP47367	OH	02/26/2019		MW	IS	$1,328.25
AP CHK 00248401	10007407	COUNCIL OF SELF INSURED	F87E15FED0	OH	02/26/2019		MW	IS	$150.00
AP CHK 00248402	10008858	KRISTINA CREWS	18-12-01	OH	02/26/2019		MW	IS	$1,625.00
AP CHK 00248403	10009087	DIAMOND ENVIRONMENTAL SERVICES LP	1001804790	OH	02/26/2019		MW	IS	$660.00
AP CHK 00248404	10006592	DICKERSON DISABILITY CNSLTNG SERV	C-28642	OH	02/26/2019		MW	IS	$790.40
AP CHK 00248405	T17937	DJ & DP ENTERPRISE	217 N LONG	OH	02/26/2019		MW	IS	$30.75
AP CHK 00248406	00154068	CITY DOWNEY FINANCE DIVISION	232953	OH	02/26/2019		MW	IS	$391,356.00
AP CHK 00248407	00835060	DS SERVICES OF AMERICA INC	4479447 020319	OH	02/26/2019		MW	IS	$189.24
AP CHK 00248408	00274445	DUTHIE POWER SERVICES	A55447	OH	02/26/2019		MW	IS	$484.14
AP CHK 00248409	10007481	EADIE AND PAYNE LLP	135081	OH	02/26/2019		MW	IS	$99,615.00

City of Compton

Consolidated Checks Register

02/01/2019 to 02/28/2019 Job Number: 1311506

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00248410	10008997	ELLIOTT AUTO SUPPLY CO INC	3-1853456	OH	02/26/2019		MW	IS	$3,386.04
AP CHK 00248411	T15612	EMJ REALESTATE INVEST LLC	214 S	OH	02/26/2019		MW	IS	$113.72
AP CHK 00248412	10008798	EMPLOYEE SERVICES INC	34945	OH	02/26/2019		MW	IS	$10,187.50
AP CHK 00248413	T17933	EVANS AND SONS INC	V#21453 REFD	OH	02/26/2019		MW	IS	$1,000.00
AP CHK 00248414	10008945	FAMFOUR2K	2/19/19 ORDER	OH	02/26/2019		MW	IS	$191.70
AP CHK 00248415	00292880	FEDERAL EXPRESS CORP	6-462-29204	OH	02/26/2019		MW	IS	$30.86
AP CHK 00248416	10003979	FERGUSON ENTERPRISES INC	0664837	OH	02/26/2019		MW	IS	$2,460.78
AP CHK 00248417	00307730	WILLIE FORGE	D0774	OH	02/26/2019		MW	IS	$14,000.00
AP CHK 00248418	10001085	GOVERNMENT FINANCE OFFICERS ASSO	135001	OH	02/26/2019		MW	IS	$790.00
AP CHK 00248419	00349350	GRAINGER	9076699835	OH	02/26/2019		MW	IS	$4,789.69
AP CHK 00248420	10008354	JOANNE HARTFIELD	2/21/19 MTG	OH	02/26/2019		MW	IS	$50.00
AP CHK 00248421	10004433	FRANCES D HAYES	2/21/19 MTG	OH	02/26/2019		MW	IS	$50.00
AP CHK 00248422	T17938	REINA HERNANDEZ	431 S	OH	02/26/2019		MW	IS	$15.18
AP CHK 00248423	10004439	FRED HOBBS	2/21/19 MTG	OH	02/26/2019		MW	IS	$50.00
AP CHK 00248424	10007421	HYLAND SOFTWARE INC	LE01-081514	OH	02/26/2019		MW	IS	$11,164.60
AP CHK 00248425	00426975	JEWEL CHEMICAL & SUPPLY	13088	OH	02/26/2019		MW	IS	$3,815.75
AP CHK 00248426	10009082	LA TRUCK & AUTO INC	5156-092551	OH	02/26/2019		MW	IS	$183.58
AP CHK 00248427	T17939	CINDY LOPEZ	715 N MAYO	OH	02/26/2019		MW	IS	$79.63
AP CHK 00248428	10003516	LOS ANGELES CO PUBLIC WORKS	RE-	OH	02/26/2019		MW	IS	$75.50
AP CHK 00248429	00487210	LOS ANGELES COUNTY	JANUARY 2019	OH	02/26/2019		MW	IS	$46,953.87
AP CHK 00248430	10007980	LOS ANGELES SUPERIOR COURT	JANUARY 2019	OH	02/26/2019		MW	IS	$30,057.50
AP CHK 00248431	10006443	LOWE'S HIW INC	978704	OH	02/26/2019		MW	IS	$507.37
AP CHK 00248432	T17185	MORGAN PICKS TWO LLC	16107 S	OH	02/26/2019		MW	IS	$157.73
AP CHK 00248433	00631070	NAPA AUTO PARTS	5156-094322	OH	02/26/2019		MW	IS	$233.91
AP CHK 00248434	10007898	NESTLE WATERS NORTH AMERICA	19A0026286195	OH	02/26/2019		MW	IS	$79.45
AP CHK 00248435	10004183	NEW WEST LANDSCAPING	3199	OH	02/26/2019		MW	IS	$8,214.00
AP CHK 00248436	T17940	MIGUEL PEDRAHITA	719 N	OH	02/26/2019		MW	IS	$200.00
AP CHK 00248437	10001748	PRAXAIR DISTRIBUTION	87192593	OH	02/26/2019		MW	IS	$1,118.01
AP CHK 00248438	T17941	MARIA RAMIREZ	900 W SPRUCE	OH	02/26/2019		MW	IS	$155.74
AP CHK 00248439	T15382	YASBELL RAMOS	CL 18-000002	OH	02/26/2019		MW	IS	$300.00
AP CHK 00248440	T17942	REBECCA REYES	205 W	OH	02/26/2019		MW	IS	$64.18
AP CHK 00248441	10008599	ROBERTO ROJAS	2/4/19 EDU	OH	02/26/2019		MW	IS	$495.00
AP CHK 00248442	10007958	ROVINCE INTERNATIONAL CORP	16963	OH	02/26/2019		MW	IS	$46.46
AP CHK 00248443	10008847	RUSH TRUCK CENTERS OF CALIFORNIA	3010340593	OH	02/26/2019		MW	IS	$7,927.25

City of Compton

Consolidated Checks Register

02/01/2019 to 02/28/2019 Job Number: 1311506

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00248444	10008915	ASHLEY SANELLO	#13	OH	02/26/2019		MW	IS	$2,833.00
AP CHK 00248445	T17943	DAVID SAZEGAR	4043 E	OH	02/26/2019		MW	IS	$217.90
AP CHK 00248446	10008894	OWINGS & MERRILL LLP SKIDMORE	12-0130117	OH	02/26/2019		MW	IS	$51,086.27
AP CHK 00248447	00846370	STAPLES ADVANTAGE	3404825417	OH	02/26/2019		MW	IS	$1,252.31
AP CHK 00248448	10000856	STATE WATER RESOURCES CONTROL	WD-0140236	OH	02/26/2019		MW	IS	$40,720.00
AP CHK 00248449	10004263	STRATEGIC COUNSEL PLC	9848	OH	02/26/2019		MW	IS	$7,500.00
AP CHK 00248450	T17944	THREE D SERVICE COMPANY INC	126-130 E ORIS	OH	02/26/2019		MW	IS	$378.51
AP CHK 00248451	10006172	TRIMMING LAND CO INC	11166	OH	02/26/2019		MW	IS	$17,400.00
AP CHK 00248452	10006951	UNITED HEALTHCARE INSURANCE CO	C0045934854	OH	02/26/2019		MW	IS	$27,284.24
AP CHK 00248453	10007015	UNUM LIFE INSURANCE CO OF AMERICA	MARCH 2019	OH	02/26/2019		MW	IS	$7,209.85
AP CHK 00248454	T17945	JESUS VALENZUELA	1608 E TUCKER	OH	02/26/2019		MW	IS	$140.16
AP CHK 00248455	T14268	MIGUEL VASQUEZ	2/4/19 EDU	OH	02/26/2019		MW	IS	$344.44
AP CHK 00248456	T17946	VICTOR VELADOR	632 S	OH	02/26/2019		MW	IS	$26.20
AP CHK 00248457	10009008	VERITIV OPERATING COMPANY	069-50281736	OH	02/26/2019		MW	IS	$999.43
AP CHK 00248458	00925156	VISION SERVICE PLAN	MARCH 2019	OH	02/26/2019		MW	IS	$8,365.20
AP CHK 00248459	10007945	LARRY L WARMSLEY	432	OH	02/26/2019		MW	IS	$960.00
AP CHK 00248460	10004949	WATERLINE TECHNOLOGIES INC	5444131	OH	02/26/2019		MW	IS	$705.86
AP CHK 00248461	00942688	WEST LITE SUPPLY INC	62120C	OH	02/26/2019		MW	IS	$202.86
AP CHK 00248462	T17947	NEICKO WHITE	609 W SPRUCE	OH	02/26/2019		MW	IS	$2.00
AP CHK 00248463	T17948	KENYA WIGGS	409 S PANNES	OH	02/26/2019		MW	IS	$0.86
AP CHK 00248464	10006508	COMMUNITY BANK	RET PYMT REQ	OH	02/28/2019		MW	IS	$4,909.52
AP CHK 00248465	10006144	T.G.I FRIDAY'S	215830	OH	02/28/2019		MW	IS	$1,500.00
AP CHK 00248466	10009156	YOLO CUPZ INC	INV0001	OH	02/28/2019		MW	IS	$1,800.00
AP CHK 00248467	10008836	MARTHA BARAJAS	2019 SNR V-	OH	02/28/2019		MW	IS	$968.00
AP CHK 00248468	10000382	TAMERON GENNAE	2019	OH	02/28/2019		MW	IS	$950.00

** SORT TOTALS **

Issued:	$4,926,446.62
AP Group Total:	$4,926,446.62

** GRAND TOTALS **

Grand Total: $4,926,446.62

City of Compton

Consolidated Checks Register

02/01/2019 to 02/28/2019 Job Number: 1303556

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
EP EFT 00062823	00712030	PUBLIC EMPLOYEES RETIREMENT	10000001551913	OH	02/06/2019	02/06/2019	MW	CX	$1,361.85
EP EFT 00062824	00712030	PUBLIC EMPLOYEES RETIREMENT	PPE 1/31/19	OH	02/13/2019	02/13/2019	MW	CX	$892,056.43
EP EFT 00063167	00712030	PUBLIC EMPLOYEES RETIREMENT	PPE 02/02/2019	OH	02/26/2019	02/26/2019	MW	CX	$183,445.00
EP EFT 00063168	00712050	PUBLIC EMPLOYEES RETIREMENT	10000001558778	OH	02/26/2019	02/26/2019	MW	CX	$729,171.83
EP EFT 00063169	00712030	PUBLIC EMPLOYEES RETIREMENT	10000015549109	OH	02/28/2019	02/28/2019	MW	CX	$1,917.16

** SORT TOTALS **

Cancelled:	$1,807,952.27
EP Group Total:	$1,807,952.27

** GRAND TOTALS **

Grand Total: $1,807,952.27

City of Compton

Consolidated Checks Register

02/01/2019 to 02/28/2019 Job Number: 1303946

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
SA CHK 00001652	10004183	NEW WEST LANDSCAPING	3186	OH	02/06/2019		MW	IS	$3,136.00
SA CHK 00001653	10009066	ROTH & ASSOCIATES	15235-15239	OH	02/06/2019		MW	IS	$4,900.00
SA CHK 00001654	00561298	MOBILE MINI INC	9005767937	OH	02/19/2019		MW	IS	$159.18
SA CHK 00001655	00732280	RICHARDS WATSON & GERSHON	219872	OH	02/19/2019		MW	IS	$1,725.00

** SORT TOTALS **

Issued:	$9,920.18
SA Group Total:	$9,920.18

** GRAND TOTALS **

Grand Total:	$9,920.18

April 2, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: RONERICK SIMPSON, FIRE CHIEF

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE CODE ENFORCEMENT FISCAL YEAR 2018-2019 BUDGET BY REMOVING ONE VACANT ADMINISTRATIVE SPECIALIST POSITION AND ADDING THE ADMINISTRATIVE ANALYST II POSITION IN THE CODE ENFORCEMENT DIVISION

SUMMARY

Adoption of this resolution will authorize an amendment to the 2018-2019 Fiscal Year budget to remove one (1) Administrative Specialist position and add one (1) Administrative Analyst II position in the Code Enforcement Division.

BACKGROUND

On June 26, 2018, the City Council adopted Resolution No. 24,804, which adopted the City of Compton's Fiscal Year 2018-2019 Budget. The Code Enforcement Division is responsible for the enforcement of certain regulations relating to property maintenance, the operation of business, common nuisances and other municipal interests. The 2018-2019 budget authorizes one (1) Code Enforcement Manager, one (1) Code Enforcement Officer II, eight (8) Code Enforcement Officer I, one (1) Administrative Assistant and two (2) Administrative Specialist positions.

Currently, one (1) Administrative Specialist position is vacant. After assessing the current workload in the department, Staff has determined that adding an Administrative Analyst II position to the Code Enforcement Division would best meet the needs of the department.

STATEMENT OF ISSUE

Staff reviewed the current job functions in the Code Enforcement Division and determined it is necessary to amend the 2018-2019 Fiscal Year Budget by adding the Administrative Analyst II position and removing one (1) Administrative Specialist position. It is projected that the Administrative Analyst II position will provide a higher level of support to the department. The duties of the position will include: coordinating administrative functions, analyzing and preparing budgetary data, preparing detailed and complex reports, and assisting the Division in becoming more efficient.

FISCAL IMPACT

During this 2018-2019 fiscal year, two (2) Code Enforcement I positions have been vacant for nine (9) months during this Fiscal Year. Savings from the two (2) vacant Code Enforcement I positions will provide the adequate funds for the proposed Administrative Analyst II position for the remainder of the Fiscal Year. The Code Enforcement Division Fiscal Year 2018-2019 Budget shall be amended as follows:

ESTIMATED BUDGET IMPACT OF POSITION CHANGE	
REMOVE Administrative Specialist	Range 104
ADD Administrative Analyst II	Range 138

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

RONERICK SIMPSON,
FIRE CHIEF

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE CODE ENFORCEMENT FISCAL YEAR 2018-2019 BUDGET BY REMOVING ONE VACANT ADMINISTRATIVE SPECIALIST POSITION AND ADDING THE ADMINISTRATIVE ANALYST II POSITION IN THE CODE ENFORCEMENT DIVISION

WHEREAS, the City Council adopted Resolution No. 24,804, which adopted the City Budget for Fiscal Year 2018-2019; and

WHEREAS, the Code Enforcement Division is responsible for the enforcement of certain regulations relating to property maintenance, the operation of business, common nuisances and other municipal interests; and

WHEREAS, Staff reviewed the current job functions in the Code Enforcement Division and determined it is necessary to amend the 2018-2019 Fiscal Year Budget by adding the Administrative Analyst II position and removing the vacant Administrative Specialist position; and

WHEREAS, it is projected that the Administrative Analyst II position will provide a higher level of support to the department; and

WHEREAS, the duties of the position will include: coordinating administrative functions, analyzing and preparing budgetary data, preparing detailed and complex reports, and assisting the Division in becoming more efficient; and

WHEREAS, during this 2018-2019 fiscal year, two (2) Code Enforcement I positions have been vacant for nine (9) months during this Fiscal Year; and

WHEREAS, savings from the two (2) vacant Code Enforcement I positions will provide the adequate funds for the proposed Administrative Analyst II position for the remainder of the Fiscal Year.

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

SECTION 1. That the Code Enforcement Division Fiscal Year 2018-2019 Budget shall be amended as follows:

Position Change	Step Level
REMOVE Administrative Specialist	Range 104
ADD Administrative Analyst II	Range 138

SECTION 2. That a certified copy of this Resolution shall be filed in the office of the City Manager, City Clerk, City Controller, City Attorney, Code Enforcement Division and Human Resources.

SECTION 3. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____ 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested 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

April 2, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER TO AMERICAN EXPRESS ($45,000)

SUMMARY

Adoption of this resolution will authorize the City Manager to establish a purchase order in the amount of Forty-Five Thousand Dollars ($45,000.00) to American Express for the purchase of conference fees, airline tickets and hotel stay for City Manager staff, Elected City Officials and the City Controller staff.

BACKGROUND

On May 11, 2005, the City Council approved Resolution No. 21,759, in order to establish a corporate credit card account with American Express to conduct City business.

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 to $5,000. 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. City Council approval is required for any purchase order to American Express that exceeds the City Manger's $5,000 threshold.

STATEMENT OF ISSUE

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. The vendor American Express was approved in the amount of $22,800 for various departments but additional funds are needed for conference fees, airline tickets and hotel stays for the City Manager staff, Elected City Officials and City Controller staff.

The City Manager's Office desires to obtain a purchase order to American Express in the amount of $45,000 to pay for conference fees, airline tickets and hotel stays for the City Manager staff, Elected City Officials and City Controller staff.

FISCAL IMPACT

Funds are available in Fiscal Year 2018-2019 budget in the following accounts for City Manager staff, Elected City Officials and City Controller staff:

City Manager's Office	1001-510-000-4270	$20,000
Council District 1	1001-400-C01-4270	$ 5,000
Council District 2	1001-400-C02-4270	$ 5,000
Council District 3	1001-400-C03-4270	$ 5,000
Council District 4	1001-400-C04-4270	$ 3,000
City Controller's Office	1001-650-000-4270	$ 7,000

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

CECIL W. RHAMBO JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER TO AMERICAN EXPRESS ($45,000)

WHEREAS, On May 11, 2005, the City Council approved Resolution No. 21,759, in order to establish a corporate credit card account with American Express to conduct City business; and

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 to $5,000; and

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

WHEREAS, the vendor American Express was approved in the amount of $22,800 for various departments but additional funds are needed for conference fees, airline tickets and hotel stays for the City Manager staff and Elected City officials; and

WHEREAS, the City Manager desires to obtain a purchase order to American Express in the amount of Forty-Five Thousand Dollars ($45,000) to pay for conference fees, airline tickets and hotel stays for City Manager staff, Elected City Officials, and City Controller staff; and

WHEREAS, funds has been appropriated in the City Manager's and Elected City Officials Fiscal Year budgets as follows:

City Manager's Office	1001-510-000-4270	$20,000
Council District 1	1001-400-C01-4270	$ 5,000
Council District 2	1001-400-C02-4270	$ 5,000
Council District 3	1001-400-C03-4270	$ 5,000
Council District 4	1001-400-C04-4270	$ 3,000
City Controller's Office	1001-650-000-4270	$ 7,000

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

Section 1. That the City Manager is hereby authorized to establish a purchase order in the amount of Forty-Five Thousand Dollars ($45,000) American Express for the purposes of conference fees, airline tickets and hotel stays for City Manager staff and Elected City Officials.

Section 2. That the funds have been appropriated in the Fiscal Year 2018-2019 budget as follows:

City Manager's Office	1001-510-000-4270	$20,000
Council District 1	1001-400-C01-4270	$ 5,000
Council District 2	1001-400-C02-4270	$ 5,000
Council District 3	1001-400-C03-4270	$ 5,000
Council District 4	1001-400-C04-4270	$ 3,000
City Controller's Office	1001-650-000-4270	$ 7,000
	Total:	**$45,000**

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

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

ADOPTED this _____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

April 2, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ISSUE A PURCHASE ORDER FOR ALL CONTRACTORS WEST, INC. FOR RE-ROOFING OF CITY-OWNED PROPERTY LOCATED AT 303 EAST PALMER STREET ($61,354)

SUMMARY

Adoption of the attached resolution will authorize the City Manager to accept the bid of, enter into a construction contract and establish a purchase order in the amount of Fifty Five Thousand Seven Hundred Seventy Six Dollars ($55,776.00) for All Contractors West, Inc. for re-roofing of the City-owned single-story structure located at 303 East Palmer Street and authorize a contingency in the amount of Five Thousand Five Hundred Seventy Eight Dollars ($5,578.00).

BACKGROUND

The City of Compton owns certain real property located at 303 West Palmer Street, currently occupied by tenancy authorized by the City Council for the Compton Howard Martin Richardson Post 5394 of the Veteran of Foreign Wars of the United States (“Compton VFW”).

The building’s aging roof has shown significant signs of failure. Facility Maintenance workers are being called upon to perform a higher number of repairs to problem areas in the roof each year; however, despite staff’s efforts, water continues to leak inside the building.

At the request of the Council, in January of 2018, staff worked with MB Technology to inspect, evaluate and recommend repairs to the roof. The following deficiencies were noted in the report:

1. Ponding – This occurs when moisture collects in large pools on the surface of the roof system. Typically, ponding occurs because the drains are blocked or clogged with debris.

2. Old Repairs – Old repairs where mastic has dried out and cracked allowing water intrusion.

3. Perimeter Flashing Deterioration – Caused by extreme expansion/contraction, normal seasonal building movement, and UV degradation can create fail points that allow moisture to gain access to the roof system insulation and the interior of the building.

4. Pitch Pocket Deterioration – Water can enter through a defective pitch pan and penetrate the roof system leading to premature failure.

After reviewing the report and speaking with MB Technology, staff concluded that any temporary repair to the roof may be the quickest, but not the most efficient and cost effective solution. Therefore, staff worked with MB Technology to prepare a different recommendation to rehabilitate the entire roof rather than patching or adding an additional roofing layer.

STATEMENT OF ISSUE

Staff solicited quotes from three (3) roofing service companies. Three (3) companies responded with the following cost proposals:

CONTRACTOR	BID AMOUNT
All Contractors West	$55,776.00
Central Roofing	$57,500.00
Long Beach Roofing, Inc.	$64,988.00

Staff has reviewed the bids and has determined that All Contractors West, Inc. was the lowest, most responsive bidder in the amount of $55,776.00, and recommends that the Council authorize a construction contract with this vendor. Staff is also recommending that a ten percent (10%) contingency amount $5,578.00 be authorized in case of unforeseen complications.

Staff believes that the repair to the roof can be completed within approximately thirty days (30) business days in a satisfactory manner for the amount proposed.

FINANCIAL IMPACT

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

Account	Description	Amount
1004-610-000-4269	Other Contract Services	$61,354.00

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT**

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ISSUE A PURCHASE ORDER FOR ALL CONTRACTORS WEST, INC. FOR RE-ROOFING OF CITY-OWNED PROPERTY LOCATED AT 303 EAST PALMER STREET ($61,354)

WHEREAS, the City of Compton owns certain real property located at 303 West Palmer Street, currently occupied by tenancy authorized by the City Council for the Compton Howard Martin Richardson Post 5394 of the Veteran of Foreign Wars of the United States; and

WHEREAS, the building's aging roof has shown significant signs of failure, with. Facility Maintenance workers being called upon to perform a higher number of repairs to problem areas in the roof each year; however, despite staff's efforts, water continues to leak inside the building; and

WHEREAS, in January of 2018, staff worked with MB Technology to inspect, evaluate and recommend repairs to the roof**,** and after reviewing the report and speaking with MB Technology staff concluded that any temporary repair to the roof may be the quickest, but not the most efficient and cost effective solution; therefore, staff worked with MB Technology to prepare a different recommendation to rehabilitate the entire roof rather than patching or adding an additional roofing layer; and

WHEREAS, the General Services Department ("Department") solicited bids for the re-roofing of the structure at 303 East Palmer Street, with the following bids submitted:

CONTRACTOR	**AMOUNT**
All Contractors West	$55,776.00
Central Roofing	$57,500.00
Long Beach Roofing, Inc.	$64,988.00

WHEREAS, staff reviewed the submitted bids and after review, selected the bid of All Contractors West, Inc. as the lowest, most responsive bidder; and

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

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

Section 1. That the bid for All Contractors West, Inc., in the amount of Fifty Five Thousand Seven Hundred and Seventy Six Dollars ($55,776.00) is hereby accepted and all other bids rejected.

Section 2. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a construction contract with All Contractors West, Inc. for re-roofing of the City-owned single-story structure located at 303 East Palmer Street.

Section 3. That a purchase order is authorized to be established for All Contractors West, Inc. in the not-to-exceed amount of $55,776.00.

Section 4. That a ten percent (10%) contingency amount of $5,578.00 is hereby authorized.

Section 5. That funds for this expenditure are available in the approved Fiscal Year 2018-2019 budget in Account No. 1004-610-000-4269.

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

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

ADOPTED this ____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

CONSTRUCTION REPAIR AGREEMENT
BETWEEN
CITY OF COMPTON
AND
ALL CONTRACTORS WEST, INC.

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON,** a municipal corporation of the State of California (hereinafter referred to as "**CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220 and **ALL CONTRACTORS WEST, INC.** (hereinafter referred to as **"CONTRACTOR"**) located at 10808 Foothill Boulevard, Suite 160-176, Rancho Cucamonga, California 91730, (each a "Party" and collectively, the "Parties").

RECITALS

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

B. City does not have available personnel specifically trained and experienced to perform the services required and requires the professional services of a contractor trained, certified and experienced in performing the repair work needed on the roof at 303 East Palmer Street, Compton; and

C. Contractor is a corporation duly organized and in good standing in the State of California. Contractor represents that it is duly licensed (State Lic. No. B 1001676) by the State of California and has the background, knowledge, experience and expertise to perform the obligations set forth in this Agreement.

D. Contractor has the professional skills, training, certification and experience necessary to perform the services described in this Agreement; and

E. City and Contractor enter into this Agreement for the purpose of retaining All Contractors West, Inc. (Contractor) to perform that work (re-roofing) required at 303 East Palmer Street, Compton, California.

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

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

1.0 General Provisions:

1.1 Definitions.

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

1.1.2 "Contract Documents" consists of this Agreement (interchangeably "Contract"), (including all exhibits and schedules), any amendments and clarifications issued thereto, the "Notice Inviting Bids," "Instructions to Bidders," any "Supplementary Instructions to Bidders," and any addendum(s) and supplements thereto issued by the City, the "Proposal" and any "Bid/Unit Price Proposal" submitted by the Contractor, the plans, general conditions, special provisions, standard and technical specifications, schedules, exhibits, drawings, designation of subcontractors, information required of bidder, all required bonds, insurance policies, endorsements, certificates, permits, notices and affidavits, notice to proceed, notice of completion, any Change Orders, the provisions of the Standard Specifications for Public Works Construction (SSPWC/Greenbook), latest Edition (except as modified), Standard Specifications of the State of California Department of Transportation (CalTrans), latest Edition (except as modified), Work Area Traffic Control Handbook (WATCH), latest Edition, CalTrans Standard Drawings, latest edition, Manual on Uniform Traffic Control Devices (MUTCD), latest Edition, MUTCD Latest California Supplement, California Stormwater BMP Handbook for Construction, latest edition (published by California Stormwater Quality Association), City of Compton standards, and any and all other documents identified in the Contract Documents which together form the agreement between the City and the Contractor.

1.2 Public Work of Improvement.

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

1.3 Trust and Confidence.

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

1.4 Standard of Care.

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

1.5 Compliance with Applicable Laws.

Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project, and shall give all notices and comply with all applicable laws and lawful orders of any governmental authorities (including, without limitation, those laws, ordinances, rules, regulations and lawful orders relating to safety, prevailing wage, Hazardous Substances, and equal employment opportunities); pay all local, state and federal taxes; and pay all benefits, insurance, taxes and contributions for Social Security and Unemployment Insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. Contractor shall be liable for all violations of such laws and regulations in connection with the Contractor's obligations on this Project. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a Charter city are a part of this Agreement to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents (hereinafter "City") free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

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

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

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

1.5.2 Prevailing Wage Requirements. This Project is a public work in the State of California, which may be funded in whole or in part with public funds. Therefore, the

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

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

1.5.3 Certified Payrolls. Pursuant to California Labor Code Section 1776, Contractor shall keep weekly payroll records, which shall be certified under penalty of perjury to record the proper payment of prevailing wages for this Project. City shall accept computer printouts (which are then certified) in lieu of the standard form as long as the computer printout provides all of the same information as required on the certified payroll form. Failure of Contractor to provide the certified payrolls within ten (10) days of a written deficiency notice from the City shall result in a penalty of **Twenty-Five Dollars ($25.00)** per day per worker for each day of violation. City maintains the right to withhold any and all funds due the Contractor and/or his/her subcontractors in the event that certified payrolls are not maintained and provided to the City upon request.

1.5.4 Employment Eligibility. Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to the Immigration Reform and Control Act of 1986, as may be amended from time to time. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of this Agreement. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors performing any work relating to this Project or this Agreement to make the verifications and comply with all requirements and restrictions provided herein. The City shall not be responsible for any costs or expenses related to Contractor's compliance with

the requirements provided for in this Section 1.5.4. Should Contractor employ undocumented aliens for the performance of Work covered by this Agreement, and should any liability or sanctions be imposed against the City for such use of undocumented aliens, Contractor hereby agrees to and shall reimburse City for the cost of all liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

1.5.5 Water Pollution Control.

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

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

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

2.0 Services to be Performed by Contractor:

Contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for re-roofing the single-story structure located at 303 East Palmer Street, Compton. More specifically, Contractor shall provide and perform the following work/services:

- Prior to commencement of construction, Contractor to provide design drawings of sufficient detail to obtain Building Permit
- Removal of existing flashing materials

- Removal of existing roof membrane system
- Installation of new flat roof system, including new insulation materials, new membrane materials and any necessary flashings and perimeter edging materials
- Participate in pre-construction meeting with City and any additional meetings as may be requested by City

As further specified in the City's Request for Bids/Quotes.

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

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

Contractor shall bear all costs associated with this work, including, but not limited to, all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc. (except for those items that go beyond the scope of services specified above or that the City expressly agrees to provide or perform), used by Contractor in connection with this work.

3.0 Compensation:

The method of payment for this Contract shall be on the agreed flat lump sum basis amount of **Fifty Five Thousand Seven Hundred Seventy Six Dollars ($55,776.00)**, which will be paid to the Contractor on the following schedule:

- Ten Percent (10%) - upon execution of this Contract
- Forty Percent (40%) – upon mobilization
- Remaining balance upon satisfactory completion of the work by the Contractor

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

Contractor's invoice(s) shall be delivered or mailed to the **Director, Compton General Services Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

The Contractor is required to comply with all federal, state and local laws and ordinances applicable to the work.

In the event of termination, the Contractor shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any noncancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Contractor's delivery to the City of any

and all City property, documents, reports, records and materials associated with the performance of this Agreement.

4.0 Commencement of Services:

The Contractor shall commence performance of the work upon Notification to Proceed from the City and continue in a diligent and professional manner until the agreed services are completed or within thirty (30) working days after Notification to Proceed, whichever comes first, unless this Agreement is extended or terminated as provided herein.

5.0 Indemnity:

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

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

6.0 Insurance:

6.1 Insurance Requirements. The Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance coverage required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until such subcontractor(s) has secured all insurance required under this Section 5.

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor's indemnification of the City, Contractor will maintain the types of coverage's and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor**.** The coverage will contain no special limitations on the scope of its protection to the below-designated insured's except for Workers Compensation insurance. ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City.

6.2 Minimum Scope of Insurance. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the

liability of the Contractor under the terms of the Agreement. Contractor shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work.

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

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

6.2.2 Workers' Compensation Insurance and Employer's Liability. Contractor shall provide and maintain at its own expense during the term of this Agreement a policy of Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of **One Million Dollars ($1,000,000)** per accident for bodily injury and which specifically covers all persons providing services by or on behalf of the Contractor and all risks to such persons under the Agreement. Workers' Compensation and Employer's Liability insurance will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

6.2.3 Automobile Liability. Automobile Liability Insurance with coverage with minimum limits of **One Million Dollars ($1,000,000.00)** each accident. If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle (as specified in the following paragraph); and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees). Independent Contractors may not be able to purchase a Business Automobile policy and consideration may be given to accepting a Personal Automobile Liability policy. Requirements should stipulate "Automobile Liability Insurance with a limit of not less than $1,000,000 each accident."

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

6.3.1 The policy or policies of insurance required by Section 6.2.1 (Commercial General Liability) shall be endorsed to provide the following:

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

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

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

6.3.2 The policy or policies of insurance required by Section 6.2.2 (Workers' Compensation) shall be endorsed to provide the following:

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

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

6.3.3 The policy or policies of insurance required by Section 6.2.3 (Automobile Liability) shall be endorsed to provide the following:

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

6.4 Waiver of Subrogation. Required insurance coverage's shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

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

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

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

6.8 Insurance for Subcontractors. All subcontractors shall be included as additional insured's under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of

these Insurance Requirements, including adding the City as an *"additional insured"* to the subcontractor's policies.

7.0. Safety:

7.1 Contractor shall have overall responsibility for safety precautions and programs in the performance of the services.

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

.a Employees and all other persons at the location where services are rendered ("Site");

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

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

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

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

7.5 If City deems any part of the work or Sites unsafe, City may require Contractor, without assuming responsibility for Contractor's safety program, to immediately stop performance of the work or take corrective measures. Neither City's order nor Contractor's action in response thereto shall be the basis for adjustment in the contract price or contract time.

8.0 Non-Discriminatory Employment Practices:

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

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

9.0 Successors and Assigns:

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

10.0 Warranties:

The Contractor guarantees work performed at the location defective workmanship for a period of one (1) year following completion of the project.

If within one (1) year after the date of completion of the Agreement, any of the work is found to be defective or not in accordance with the Contract documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so, at the Contractor's expense. This obligation shall survive termination of the Contract. The City shall give notice promptly after discovery of the condition.

11.0 Independent Contractor Status:

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

12.0 Permits and Licenses:

Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by Contractor.

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

13.0 Termination:

Notwithstanding any other provisions of this Agreement, this Agreement may be terminated as follows:

13.1 1If the Contractor becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the City may, without prejudice to any other right or remedy and after giving the Contractor three (3) days written notice, terminate this Agreement.

13.2 If the Contractor persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the City may, without prejudice to any other right or remedy and after giving the Contractor three (3) days written notice, terminate this Agreement.

13.3 If the Contractor fails to perform or breaches any material obligation under this Agreement, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Agreement.

13.4 Pursuant to the provisions of Sections 5, 7, 14 and 20.

If the City gives notice of termination, Contractor shall cease immediately all work in progress unless otherwise directed in writing by the City. Upon termination Contractor shall furnish to the City a final invoice for work performed.

14.0 Ownership of Documents/Equipment:

All electronic and hardcopy data, reports, documents, records, plans, discs, diskettes or other material ("Documents") prepared, developed or discovered by or provided to Contractor during the course of providing services pursuant to this Agreement and equipment used and/or installed shall be the property of the City**,** whether or not the services are completed.

15.0 Force Majeure:

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Contractor or any of Contractor's subcontractors), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, City shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

16.0 Waivers:

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

17.0 Amendments:

This Agreement may be modified or amended only by written document executed by both Contractor and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

18.0 Notice:

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

To Contractor:	**All Contractors West, Inc.** **10808 Foothill Boulevard, Suite 160-176** **Rancho Cucamonga, California 91730** **Attn:** **(909) 938-1445**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: Director, General Services Department** **(310) 605-5519** **(310) 764-2143 – fax.**
With copy to:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager**

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

19.0 Contractors' Books and Records:

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

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

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

20.0 Examination and Audit:

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

21.0 Covenants Against Contingent Fees:

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

22.0 Waivers:

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

23.0 Entire Agreement:

This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

24.0 Governing Law and Severability:

This Agreement shall be governed by and construed under the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

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

25.0 Federal and State Withholding Taxes:

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

26.0 Miscellaneous:

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

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

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

ALL CONTRACTORS WEST, INC.
CONTRACTOR

Dated: _____ **By _____**

CITY OF COMPTON
Recommended for Approval by:

By _____ **Dated: _____**
Van Wilson, Director
General Services Department

Approved by:

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

Approved as to form:

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

ATTEST:

Dated: _____ **By _____**
Alita Godwin, City Clerk

April 2, 2019

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

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

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING CERTAIN CITY OFFICE FURNITURE AND EQUIPMENT TO BE SURPLUS, OF NO VALUE TO THE CITY AND AUTHORIZING THE DISPOSAL, SALE AND/OR DONATION OF SAID FURNITURE AND EQUIPMENT BY APPROPRIATE MEANS**

SUMMARY

The City Council will consider adopting the attached Resolution, declaring certain City office furniture and equipment to be surplus, of no value to the City and authorize its disposal, sell and/or donation by appropriate means.

BACKGROUND

Periodically, surplus furniture and equipment, which have exceeded their useful life expectancy, is broken and in disrepair are approved for disposition by the City Council. The items listed on the attached "**Exhibit A**" to the proposed resolution are in fact surplus property, of no value to the City and may be removed from the City.

STATEMENT OF THE ISSUE

Over time, the General Services Department has accumulated office furniture and equipment, which have exceeded their useful life cycle. The items listed on "**Exhibit A**" to the proposed resolution are old, damaged and/or no longer have value to the City's operations. The surplus furniture and equipment are currently taking up useful space in storage rooms, vacant offices and storage containers. Staff has inspected the aforementioned items and determined that none of the items meet the reportable Fixed Asset threshold of $5,000 in value and it is in the best interest of the City to dispose, sell of and/or donate these items in an environmentally friendly and fiscally responsible manner.

It is necessary for the City Council to declare the items listed in the Resolution as surplus property, as it will allow the City Manager and/or his designee to dispose of or donate the listed items by appropriate means.

FISCAL IMPACT

None of the items to be disposed exceeds the City's $5,000 fixed asset policy. All metal scraps will be taken to a recycling center to be recycled if applicable. All proceeds from recycling are to be deposited in Miscellaneous Revenue account number 1001-000-000-3980.

RECOMMENDATION

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

**VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT**

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING CERTAIN CITY OFFICE FURNITURE AND EQUIPMENT TO BE SURPLUS, OF NO VALUE TO THE CITY AND AUTHORIZING THE DISPOSAL, SALE AND/OR DONATION OF SAID FURNITURE AND EQUIPMENT BY APPROPRIATE MEANS

WHEREAS, surplus furniture and equipment, which have exceeded their useful life expectancy, are approved for disposition by the City Council; and

WHEREAS, the General Services Department has accumulated office furniture and equipment, which have exceeded their useful life cycle; and

WHEREAS, the equipment and furnishings listed in the attached **Exhibit "A"** are old, damaged and/or no longer have value to the City's operations; and

WHEREAS, the surplus furniture and equipment are currently taking up useful space in storage rooms, vacant offices and storage containers; and

WHEREAS, staff has inspected the list of items listed in **"Exhibit A"** and has determined that none meet the Fixed Asset value of $5,000 and, it is in the best interest of the City to dispose, sell and/or donate these items in an environmentally friendly and fiscally responsible manner.

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

Section 1. That the office furniture and equipment listed in the attached **"Exhibit A"** is hereby declared to be surplus property that is of no value to the City and the City Manager and/or his designee is hereby authorized to dispose of the same as determined to be in the best interests of the City.

Section 2. That the items to be disposed of do not exceed the City's $5,000 fixed asset policy.

Section 3. That proceeds, if any, that may be obtained from items recycled or sold shall be deposited in Miscellaneous Revenue account number 1001-000-000-3980.

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

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

ADOPTED this ____ day of _____, 2019.

_____

MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

EXHIBIT A

SURPLUS EQUIPMENT AND FURNITURE AVAILABLE FOR DISPOSITION

QUANTITY	DESCRIPTION
43	OFFICE DESK CHAIR
16	TASK CHAIR
9	GUEST CHAIR
4	EXECUTIVE CHAIR
58	STACK CHAIR
2	CORNER TABLE
26	DESK
7	4- DRAWER FILE CABINET
2	2- DRAWER FILE CABINET
1	DRAFTING TABLE
1	WOOD BOOKCASE - SMALL
1	WOOD BOOKCASE - LARGE
3	METAL BOOKCASE - SMALL
2	METAL BOOKCASE - LARGE

April 2, 2019

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO "AS-NEEDED" PROFESSIONAL SERVICES AGREEMENTS WITH SHAW HR CONSULTING, INC. AND RETURN TO WORK PARTNERS FOR PROVISION EMPLOYER/EMPLOYEE "INTERACTIVE PROCESS" CONSULTATION SERVICES FOR THE REMAINDER OF FISCAL YEAR 2018-2019**

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into "as-needed" professional services agreements with the firms of Shaw HR Consulting, Inc. and Return to Work Partners for the provision expert consultation services for employer/employee "Interactive Process" meetings and preparation of reports for the remainder of Fiscal Year 2018-2019.

BACKGROUND

Various employment and anti-discrimination statutes (e.g. the Americans with Disabilities Act, Rehabilitation Act and Fair Employment Housing Act) may require an employer and the affected employee or job applicant to engage in a timely, good faith interactive process when it is known (or should be known) that the employee or applicant has a physical or mental impairment, triggering an obligation on the part of the employer to consider a request for reasonable accommodation for the employee or applicant.

Once the need for reasonable accommodation arises, either by the employee's request or by the employer's knowledge of the employee's disability, the employer must engage or attempt to engage in the "Interactive Process," which includes, among other matters: (1) analyzing job functions and establish essential and nonessential job tasks; (2) identify limitations of the position held by the employee; and (3) identifying possible accommodations.

The "Interactive Process" is an important ongoing legal obligation that is an intensive process involving various statutes, each of which has different reasonable accommodation standards and requirements of the employer.

Currently, the Human Resources Department ("Department") is short staffed and does not have available personnel specifically trained and experienced to perform the services required; thus, it is in the best interest of the City to engage the services of experienced consultants that specialize in providing expert consultation services for the "Interactive Process" and duties regarding identifying and implementing, if possible, reasonable accommodations.

STATEMENT OF ISSUE

Department staff solicited proposal/quotes for provision of consultation services and received proposals from the firms of Shaw HR Consulting, Inc. and Return to Work Partners. Both Shaw HR Consulting and Return to Work Partners offer specialized "Interactive Process" consulting; thus, staff recommends contracting with both of these firms and the selection of a particular firm will be based on availability and degree of complexity of the issues involved. Utilized services will be provided and billed on an hourly basis with the hourly rate not to exceed Three Hundred Fifty Dollars ($350.00) and a total amount not to exceed Twenty Thousand Dollars ($20,000.00).

The services provided by Shaw HR Consulting and Return to Work Partners will assist the City in providing a neutral setting where ongoing communication is provided in accordance with the various employment and anti-discrimination statutes.

ALTERNATIVE

No alternative is offered at this time since these services are critical to fulfilling the statutory obligations of the City as an employer.

FISCAL IMPACT

Funds for these services, if and when utilized, are available in the 2018-2019 Fiscal Year budget, in Account No. 1001 560 000 4262. Utilized services will be provided and billed on an hourly basis with the hourly rate not to exceed Three Hundred Fifty Dollars ($350.00) and a total amount not to exceed Twenty Thousand Dollars ($20,000.00).

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

JESENIA SANCHEZ,
HUMAN RESOURCES 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 "AS-NEEDED" PROFESSIONAL SERVICES AGREEMENTS WITH SHAW HR CONSULTING, INC. AND RETURN TO WORK PARTNERS FOR PROVISION EMPLOYER/EMPLOYEE "INTERACTIVE PROCESS" CONSULTATION SERVICES FOR THE REMAINDER OF FISCAL YEAR 2018-2019

WHEREAS, various employment and anti-discrimination statutes (e.g. the Americans with Disabilities Act, Rehabilitation Act and Fair Employment Housing Act) may require an employer and the affected employee or job applicant to engage in a timely, good faith interactive process when it is known (or should be known) that the employee or applicant has a physical or mental impairment, triggering an obligation on the part of the employer to consider a request for reasonable accommodation for the employee or applicant; and

WHEREAS, once the need for reasonable accommodation arises, either by the employee's request or by the employer's knowledge of the employee's disability, the employer must engage or attempt to engage in the "Interactive Process"; and

WHEREAS, the "Interactive Process" is an important ongoing legal obligation that is an intensive process involving various statutes, each of which has different reasonable accommodation standards and requirements of the employer; and

WHEREAS, currently the Human Resources Department ("Department") is short staffed and does not have available personnel specifically trained and experienced to perform the services required; thus, it is in the best interest of the City to engage the services of experienced consultants that specialize in providing expert consultation services for the "Interactive Process" and duties regarding identifying and implementing, if possible, reasonable accommodations; and

WHEREAS, Department staff solicited proposal/quotes for provision of consultation services and received proposals from the firms of Shaw HR Consulting, Inc. and Return to Work Partners, both of which offer specialized "Interactive Process" consulting; thus, staff recommends contracting with both of these firms and the selection of a particular firm will be based on availability and degree of complexity of the issues involved. Utilized services will be provided and billed on an hourly basis with the hourly rate not to exceed Three Hundred Fifty Dollars ($350.00) and a total amount not to exceed Twenty Thousand Dollars ($20,000.00); and

WHEREAS, funds for these services, if and when utilized, are available in the 2018-2019 Fiscal Year budget.

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into "as-needed" professional services agreements with the firms of Shaw HR Consulting, Inc. and Return to Work Partners for the provision expert consultation services for employer/employee "Interactive Process" meetings and preparation of reports for the remainder of Fiscal Year 2018-2019.

SECTION 2. That consulting services will be provided and billed on an hourly basis with the hourly rate not to exceed Three Hundred Fifty Dollars ($350.00) and a total amount not to exceed Twenty Thousand Dollar ($20,000.00).

SECTION 3. That funds for these services, if and when utilized, are available in the 2018-2019 Fiscal Year budget, in Account No. 1001 560 000 4262.

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

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

ADOPTED this ___ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
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

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
RETURN TO WORK PARTNERS

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **SHAW HR CONSULTING, INC.** (hereinafter referred to as **"CONSULTANT"**), located at 115 Pine Avenue, Suite 350, Long Beach, California 90802, (each a "Party" and collectively, the "Parties").

RECITALS:

WHEREAS, the various employment and anti-discrimination statutes (e.g. the Americans with Disabilities Act, Rehabilitation Act and Fair Employment Housing Act) may require an employer and the affected employee or job applicant to engage in a timely, good faith interactive process when it is known (or should be known) that the employee or applicant has a physical or mental impairment, triggering an obligation on the part of the employer to consider a request for reasonable accommodation for the employee or applicant; and

WHEREAS, once the need for reasonable accommodation arises, either by the employee's request or by the employer's knowledge of the employee's disability, the employer must engage or attempt to engage in the "Interactive Process"; and

WHEREAS, the "Interactive Process" is an important ongoing legal obligation that is an intensive process involving various statutes, each of which has different reasonable accommodation standards and requirements of the employer; and

WHEREAS, currently the City does not have available personnel specifically trained and experienced to perform the services required; thus, it has been determined that there is a need to employ the services of an experienced consultant to provide expert advice and assistance in complying with the City's obligation as concerns the "Interactive Process"; and

WHEREAS, Consultant (Return to Work Partners) represents that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this Agreement; and

WHEREAS, by Resolution No. _____, adopted on the _____, 2019, the City Council authorized the City Manager to enter into an agreement with the Consultant to provide the necessary services; and

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

AGREEMENT:

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

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing expert advice, assistance and support to the City's Human Resources Department, on an "as-needed" basis, in compliance with the City's obligations pursuant to state and federal disability compliance laws and regulations that may require that the City engage in an "Interactive Process."

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

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

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control.

Steve Monjaras, President of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Term of Contract. The term of this Agreement shall commence on execution by the Parties and proceed on an "as-needed" basis for services assigned to the Consultant and shall terminate on June 30, 2019, unless terminated sooner as provided herein.

3. Compensation. The method of payment for the services will be based on agreed hourly fees that shall not exceed the following rates:

- Consulting Services: $150.00 per hour.
- Interactive Meeting Facilitation: $150.00 per hour.

- Return to Work Program Development/Management: $150.00 per hour.
- Essential Job Function Analysis: $125.00 per hour.
- Training/Presentations, Travel Time, Mileage: No charge.

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

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

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

4. Ownership of Materials. Consultant agrees that all of its customized reports, recommendations, plans, copyrightable materials and other Work Product created or assembled by it in the course of performing the services ("Work Product") hereunder are works for hire for the benefit of the City and as such is the sole property of the City. To the extent that such materials and Work Product do not constitute work for hire, in consideration of the payments and other covenants of the City, as set forth or called for herein, Consultant hereby sells, transfers, conveys and assigns any and all of its rights therein to the City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

This indemnification and hold harmless obligation does not extend to claims arising out of the negligence or willful misconduct of the City, its officials, officers, employees, agents and volunteers.

11. Insurance. Without limiting the Consultant's indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. Consultant shall be responsible for providing any advance notification to the City which would otherwise not be provided by the policies insurance carrier(s). ***Failure on the part of the Consultant to procure or maintain insurance shall constitute a material***

breach upon which the City may immediately terminate this Agreement. All insurance required hereunder shall be primary with respect to any insurance maintained by the City**.**

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

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

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

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

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

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

12. Permits and Licenses. Consultant, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the Consultant. Upon execution of this Agreement, the Consultant shall

show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years, or longer if required by law, from the date of final payment under this Agreement.

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

15. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations. In the event the Consultant encounters any conflict between such laws and ordinances, Consultant shall notify the City in writing and the parties agree to work cooperatively to resolve the conflict.

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

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

Either Party, upon tendering ten (10) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the Work Product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date. City will make the final determination as to the portions of tasks completed and the compensation to be made.

17. Force Majeure. In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Consultant), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Agreement upon any event that renders performance impossible. In such case, City shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

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

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

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

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

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

23. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

24. Amendments. This Agreement may be modified or amended only be written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

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

26. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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

To Consultant:

Return to Work Partners
115 Pine Avenue, Suite 350
Long Beach, California 90802
Attn: Steve Monjaras, President
(877) 984-7969
(877) 984-9901 – fax.
www.r2wp.com

To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: Director, Human Resources Department** **(310) 605-5535** **(310) – fax.**
With copy to:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager**

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

28. Certifications.

Debarment and Suspension Certification

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

The above certifications are part of this Contract. Signing this Agreement on the signature portion thereof shall also constitute signature of the above Certifications.

_____ _____
Steve Monjaras, President **(Date)**

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

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

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

RETURN TO WORK PARTNERS
CONSULTANT

By _____ **Dated:** _____
Steve Monjaras, President

CITY OF COMPTON

Approved by:

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

Approved as to form:

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

ATTEST:

Dated: _____ By _____
Alita Godwin, City Clerk

April 2, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR DAVEY'S CAR WASH AND DETAILING COMPANY (45,000)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a multi-year (i.e. remainder of Fiscal Year 2018-2019 through March 31, 2022) agreement - with an option to renew the agreement for up to four (4) additional one (1) year terms – with Davey's Ca Wash and Detailing Company for full service car washing and detailing for the City's fleet of vehicles on an "as-needed" basis, at a not-to-exceed cost of up to Fifteen Thousand Dollars ($15,000.00) per contract year.

BACKGROUND

On November 15, 2018, the Public Works Department ("Department") advertised for Request for Quotations ("RFQ") from qualified companies to provide full service "as-needed" car washing and detailing services for various City fleet vehicles; to include passenger cars, pick-up trucks, buses, vans and utility equipment.

The RFQ submission deadline was December 15, 2018; however, the City did not receive any responses, so staff contacted various vendors and received quotes from three (3) local vendors. The vendors contacted were requested to provide quotes for car washing services to include exterior washing, interior cleaning, and auto detailing services for various types of City-owned vehicles. The pricing received from the contacted vendors were as follows:

Product	Compton Carwash	Acapulco Carwash	Davey's Carwash
Passenger Car	$ 9.00	$10.00	$12.00
Small Van	12.00	12.00	12.00
Large Van	12.00	12.00	18.00
Small P-Up Truck	9.00	12.00	12.00
Large P-Up Truck	12.00	13.00	18.00
Utility Truck	No quote	No quote	30.00
Dump/Sewer/Tree Truck	No quote	No quote	40.00
Bus	No quote	No quote	55.00

Shampoo Interior	65.00	35.00	23.26
Complete Detail	125.00	45.00	23.26
Luxury Carwash	30.00	20.00	12.00

After submission of the quotations, City staff determined that the lowest and most responsive vendor who provides this service was Davey's Car Wash and Detailing Company ("Davey's"), located at 410 North Long Beach Boulevard, Compton. Davey's will be providing "drive up" car wash or hand washing services.

STATEMENT OF THE ISSUE

Vehicle cleaning services are a necessary part of routine and preventative maintenance for all City vehicles. City vehicles are exposed to tree sap, road dirt, varying temperatures and other road conditions. When vehicles are left unwashed, the exposure can cause damage to the vehicle's paint and metal, in addition to presenting the poor public image of dirty and un-kept City vehicles.

The City does not have a contract with a vendor to provide car washing and detailing service; thus, staff recommends establishing a multi-year agreement with Davey's so that washing and detailing services can be provided to the City's fleet of various vehicles on an "as-needed" basis.

FISCAL IMPACT

Funds in the amount of $10,130.00 are available in the Public Works Department 2018-2019 Fiscal Year budget to pay for services rendered for the remainder of this fiscal year in Account No. 6000-720-000-4262. Funding for the remaining contract years will be allocated in future year budgets at a not-to-exceed cost of up to $15,000.00 per contract year.

RECOMMENDATION

Staff recommends the adoption of the attached Resolution.

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

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR DAVEY'S CAR WASH AND DETAILING COMPANY (45,000)

WHEREAS, vehicle cleaning services are a necessary part of routine and preventative maintenance for all City vehicles. City vehicles are exposed to tree sap, road dirt, varying temperatures and other road conditions. When vehicles are left unwashed, the exposure can cause damage to the vehicle's paint and metal, in addition to presenting the poor public image of dirty and un-kept City vehicles; and

WHEREAS, on November 15, 2018, the Public Works Department ("Department") advertised for Request for Quotations ("RFQ") from qualified companies to provide full service "as-needed" car washing and detailing services for various City fleet vehicles; to include passenger cars, pick-up trucks, buses, vans and utility equipment; and

WHEREAS, the RFQ submission deadline was December 15, 2018; however, the City did not receive any responses, so staff contacted various vendors and received quotes from three (3) local vendors; to wit: Acapulco Carwash, Compton Carwash and Davey's Carwash; and

WHEREAS, the vendors contacted were requested to provide quotes for car washing services to include exterior washing, interior cleaning, and auto detailing services for various types of City-owned vehicles with the price to include all related costs incurred in providing vehicle washing services; and

WHEREAS, after submission of the quotations, City staff determined that the lowest and most responsive vendor who provides this service was Davey's Car Wash and Detailing Company of Compton; and

WHEREAS, staff recommends that the City enter into a multi-year (i.e. remainder of Fiscal Year 2018-2019 through March 31, 2022) agreement - with an option to renew the agreement for up to four (4) additional one (1) year terms - With Davey's Car Wash and Detailing Company for full service car washing and detailing for the City's fleet of vehicles on an "as-needed" basis, at a not-to-exceed cost of up to Fifteen Thousand Dollars ($15,000.00) per contract year; and

WHEREAS, funds in the amount of $10,130.00 are available in the Public Works Department 2018-2019 Fiscal Year budget to pay for services rendered for the remainder of this fiscal year and funding for the remaining contract years will be allocated in future year budgets.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a multi-year (i.e. remainder of Fiscal Year 2018-2019 through March 31, 2022) agreement - with an option to renew the agreement for up to four (4) additional one (1) year terms – with Davey's Ca Wash and Detailing Company for full service car washing and detailing for the City's fleet of vehicles on an "as-needed" basis, at a not-to-exceed cost of up to Fifteen Thousand Dollars ($15,000.00) per contract year.

SECTION 2. That funds in the amount of $10,130.00 are available in the Public Works Department 2018-2019 Fiscal Year budget to pay for services rendered for the remainder of this fiscal year in Account No. 6000-720-000-4262. Funding for the remaining contract years will be allocated in future year budgets at a not-to-exceed cost of up to $15,000.00.

SECTION 3. That a purchase order is authorized to be established for Davey's Car Wash and Detailing Company in the amount of $10,130.00 for services that may be rendered during the remainder of Fiscal Year 2018-2019.

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

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

ADOPTED this ___ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
DAVEY'S CAR WASH AND DETAILING COMPANY

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON,** a municipal corporation of the State of California (hereinafter referred to as "**CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220 and **DAVEY'S CAR WASH AND DETAILING COMPANY** (hereinafter referred to as **"CONTRACTOR"**) located at 410 North Long Beach, California 90221, (each a "Party" and collectively, the "Parties").

RECITALS

A. City owns a fleet of various types of vehicles (e.g. passenger cars, pick-up trucks, vans, buses, utility/vector vehicles) that require routine car washing and detailing to help preserve the life of the vehicles; and

B. Contractor has the personnel, equipment and experience necessary to perform the services described in this Agreement; and

C. City desires to engage Contractor to provide these services by reason of its qualifications and experience in performing such services; and

D. By Resolution No. _____, adopted on the ___ day of _____ 2019, the City Council gave approval to award a contract to the Contractor for performing car washing and detailing services on an "on-needed" basis for the City's various vehicles.

AGREEMENT

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

1. Services to be Performed by Contractor:

Contractor shall perform, on an "as-needed" basis, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility services for car washing and detailing services on City-owned vehicles – to include passenger cars, light and heavy pick-up trucks, vans, buses, utility/vector vehicles. More specifically, Contractor shall provide and perform the following work/services.

a. Basic car wash services shall include the following: Exterior wash and wipe down; vacuum interior; clean and wipe down interior; clean windows, inside and outside; clean tires, wheels and under carriage; apply sealer wax; provide deodorizer/air freshener to interior; and tire dressing.

b. Premium car services; such as, interior shampoo, luxury car wash and/or complete detail services; shall require advance written approval of the City.

c. Contractor shall generate and maintain a record log sheet of all City-owned vehicles services provided, which shall contain the following information: (i) City vehicle identification or license number, (ii) date service performed, (iii) type of services performed and charge(s), (iv) name and signature of City employee who requested the services. **City shall not pay for services performed on a vehicle wherein all of the information required herein is not provided. City shall not pay for services performed on vehicles not owned by the City.**

d. Contractor shall have an on-site supervisor fluent in the English language.

Contractor shall bear all costs associated with the services, including, but not limited to, all professional, technical, clerical services, materials, tools, equipment, telephone, etc. (except for those items that go beyond the scope of services specified above or that the City expressly agrees to provide or perform), used by Contractor in connection with this work.

2. Compensation:

The method of payment for this Contract shall be based on the below-agreed specific costs for services rendered.

Vehicle Type	Cost for Services Rendered (Basic)
Passenger Car	$12.00
Small Van	12.00
Large Van	18.00
Small P-Up Truck	12.00
Large P-Up Truck	18.00
Utility Truck	30.00
Dump/Sewer/Tree Truck	40.00
Bus	55.00
Shampoo Interior	23.26
Complete Detail	23.26
Luxury Carwash	12.00

The fees charged by the Contractor shall include compensation for all work and labor, including travel, materials, supplies, vendor services, expenses and subcontracted work. Any adjustment to the above-agreed prices will not be effective until authorized and approved by the City**.**

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Contractor is billing. Invoices shall detail the work performed and shall include copies of all record log sheets for the vehicles serviced during the period for which the invoice(s) seek payment. Invoices shall be delivered or mailed to the **Director, Public Works Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

It is understood and agreed between the parties that the maximum compensation payable for the performance of services to be provided by the Contractor pursuant to the terms of this Agreement shall be limited to a not-to-exceed amount of **Fifteen Thousand Dollars ($15,000.00) per Contract year.**

In the event of termination, the Contractor shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination.

The Contractor is required to comply with all federal, state and local laws and ordinances applicable to the work, including all Federal and state Environmental Protection Act requirements and National Pollution Discharge Elimination System standards and practices.

3. Contract Term:

The Contractor shall commence performance of the work upon Notification to Proceed from the City and the contract term shall be through March 31, 2022, unless this Contract is extended or terminated as provided herein.

If agreed to in writing by the Parties, this Contract may be extended for up to four (4) additional one (1) year terms.

4. Indemnity:

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

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

5. Insurance:

5.1 Insurance Requirements. **The Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance coverage required under this section.** In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until such subcontractor(s) has secured all insurance required under this Section 5.

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor's indemnification of the City, Contractor will maintain the types of coverage's and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Contractor's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by

Contractor pursuant to this Agreement are adequate to protect Contractor**.** The coverage will contain no special limitations on the scope of its protection to the below-designated insured's except for Workers Compensation insurance. ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City.

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

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

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

5.2.2 Workers' Compensation Insurance and Employer's Liability. Contractor shall provide and maintain at its own expense during the term of this Agreement a policy of Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of **One Million Dollars ($1,000,000)** per accident for bodily injury and which specifically covers all persons providing services by or on behalf of the Contractor and all risks to such persons under the Agreement. Workers' Compensation and Employer's Liability insurance will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

5.2.3 Automobile Liability. Automobile Liability Insurance with coverage with minimum limits of **One Million Dollars ($1,000,000.00)** each accident. If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle (as specified in the following paragraph); and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees). Independent Contractors may not be able to purchase a Business Automobile policy and consideration may be given to accepting a Personal Automobile Liability policy. Requirements should stipulate "Automobile Liability Insurance with a limit of not less than $1,000,000 each accident."

5.2.4 Crime Insurance. Contractor shall provide and maintain at its own expense during the term of this Agreement a comprehensive crime policy in amount not less than **Fifty Thousand Dollars ($50,000.00)** per occurrence against loss of money and other property, as applicable to this Agreement, for employee and subcontractor dishonesty, theft, disappearance and destruction, or burglary and robbery.

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

5.3.1 The policy or policies of insurance required by Section 5.2.1 (Commercial General Liability) shall be endorsed to provide the following:

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

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

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

5.3.2 The policy or policies of insurance required by Section 5.2.2 (Workers' Compensation) shall be endorsed to provide the following:

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

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

5.3.3 The policy or policies of insurance required by Section 5.2.3 (Automobile Liability) shall be endorsed to provide the following:

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

5.3.4 The policy or policies of insurance required by Section 5.2.4 (Crime Liability) shall be endorsed to provide the following:

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

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

5.4 Waiver of Subrogation. Required insurance coverage's shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

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

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

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

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

6. Non-Discriminatory Employment Practices:

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

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

7. Successors and Assigns:

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

contained in this Contract. Neither party to the Contract shall assign the Contract or sublet it in whole or part without the written consent of the other, nor shall the Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the City. Any attempted assignment of this Contract without the written consent of both parties is void.

8. Warranties:

The Contractor warrants that services performed will be of good quality, free from faults and defects and in conformance with this Contract. Services not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

If any of the services is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly after receipt of a written notice from the City to do so, at the Contractor's expense. The City shall give notice promptly after discovery of the condition.

9. Independent Contractor Status:

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

10. Permits and Licenses:

Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by Contractor.

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

11. Termination:

Notwithstanding any other provisions of this Agreement, this Agreement may be terminated, with or without cause, by either Party on provision of ten (10) days advance written notice to the other Party.

If the City gives notice of termination, Contractor shall cease immediately performing services pursuant to this Contract unless otherwise directed in writing by the City. Upon termination Contractor shall furnish to the City a final invoice for services performed.

12. Waivers:

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

13. Amendments:

This Contract may be modified or amended only by written document executed by both Contractor and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Contract.

14. Notices:

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

To Contractor:	**Davey's Car Wash and Detailing Company** **410 North Long Beach Boulevard** **Compton, California 902201** **Attn: Davey Bluitt, Owner** **( )** **( ) - fax.**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: Director, Public Works Department** **(310) 605-** **(310) – fax.**
With copy to:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager**

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

15. Contractors' Books and Records:

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

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

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

16. Examination and Audit:

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

17. Covenants Against Contingent Fees:

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

18. Waivers:

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

19. Entire Agreement:

This Contract, together with any other written document referred to or contemplated by it embody the entire Contract and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Contract. Neither this Contract nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

20. Governing Law and Severability:

This Contract shall be governed by and construed under the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

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

21. Federal and State Withholding Taxes:

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

22. Miscellaneous:

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

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

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

DAVEY'S CAR WASH AND DETAILING COMPANY
CONTRACTOR

Dated: _____ **By _____**
Davey Bluitt, Owner

CITY OF COMPTON
Recommended for Approval by:

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

Approved by:

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

Approved as to form:

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

ATTEST:

Dated: _____ **By _____**
Alita Godwin, City Clerk

Car Washing Services Quote Summary				
Product Description	Quantity	Vendors		
		Compton Car Wash	**Acapulco Car Wash**	**Davey's Car Wash**
Car Wash Small	1 EA	$ 9.00	$ 10.00	$ 12.00
Vans (Small Mini)	1 EA	$ 12.00	$ 12.00	$ 12.00
Vans (Large)	1 EA	$ 12.00	$ 12.00	$ 18.00
Small Pick-Up truck	1 EA	$ 9.00	$ 12.00	$ 12.00
Large Pick-Up Trucks	1 EA	$ 12.00	$ 13.00	$ 18.00
Utility Truck	1 EA	Not Quoted	Not Quoted	$ 30.00
Dump/Sewer/Tree Truck	1 EA	Not Quoted	Not Quoted	$ 40.00
Busses	1 EA	Not Quoted	Not Quoted	$ 55.00
Shampoo interior	1 EA	$ 65.00	$ 35.00	$ 23.26
Complete detail	1 EA	$ 125.00	$ 45.00	$ 23.26
Luxury Car Wash	1 EA	$ 30.00	$ 20.00	$ 12.00

Staff requests a Purchase Order with Davey's Car Wash to satisfy the current outstanding invoices and provide services through the end of the current fiscal year.

April 2, 2019

TO: **MAYOR AND COUNCIL MEMBERS**

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

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE MUNICIPAL WATER DEPARTMENT 2018-2019 FISCAL YEAR BUDGET BY REMOVING THE VACANT ADMINISTRATIVE SERVICE SUPERVISOR POSITION AND ADDING THE FINANCIAL ANALYST POSITION IN THE MUNICIPAL WATER DEPARTMENT**

SUMMARY

Adoption of this resolution will authorize an amendment to the 2018-2019 Fiscal Year budget to remove one (1) Administrative Service Supervisor position and add one (1) Financial Analyst position in the Municipal Water Department.

BACKGROUND

On June 26, 2018, the City Council adopted Resolution No. 24,804, which adopted the City of Compton's Fiscal Year 2018-2019 Budget.

The Compton Municipal Water Department is responsible for implementing the City's utility services and billing programs for water, trash, and sewer and the collections for over 14,500 accounts on a monthly basis. The department is a utility business within the City of Compton and has the responsibility to meet all federal and state mandated water regulations under the Safe Water Act. Advanced knowledge and skills are necessary to perform various functions related to billing and financial reporting in the Municipal Water Department.

STATEMENT OF ISSUE

Staff reviewed the current job functions in the Municipal Water Department and determined it is necessary to amend the 2018-2019 Fiscal Year Budget by adding the Financial Analyst position and removing the vacant the Administrative Service Supervisor position.

The position of the Financial Analyst will emphasize matters related to financial internal controls and compliance requirements pursuant to mandated federal and state regulations. More specifically, the Financial Analyst's duties will include:

(1) reviewing and analyzing all monthly billing and receivables to determine or identify trends;

(2) assisting with the preparation and administration of the department's operating and capital improvement budgets along with newly state mandated Water Loss Audits; and

(3) supporting the General Manager with all aspects of the department budget.

Staff recommends removing the vacant Administrative Service Supervisor position and adding a Financial Analyst position to best address the current needs of the Municipal Water Department.

FINANCIAL IMPACT

Staff estimates that there would be a salary savings of $3,264 to the department budget by removing the vacant Administrative Services Supervisor (Range 155) position and replacing it with the Financial Analyst (Range 151) position.

Changes to the Personnel Summary Page of the Municipal Water Department 2018-2019 Fiscal Year budget shall be amended to reflect the proposed change:

ESTIMATED BUDGET IMPACT OF POSITION CHANGE		
REMOVE Administrative Services Supervisor	Range 155	$83,592.00
ADD Financial Analyst	Range 151	$80,328.00
	Savings	**$3,264**

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

BRIAN DICKINSON, GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE MUNICIPAL WATER DEPARTMENT 2018-2019 FISCAL YEAR BUDGET BY REMOVING THE VACANT ADMINISTRATIVE SERVICE SUPERVISOR POSITION AND ADDING THE FINANCIAL ANALYST POSITION IN THE MUNICIPAL WATER DEPARTMENT

WHEREAS, the City Council adopted Resolution No. 24,804, which adopted the City Budget for Fiscal Year 2018-2019; and

WHEREAS, the Compton Municipal Water Department is responsible for implementing the City's utility services and billing programs for water, trash, and sewer and the collections for over 14,500 accounts on a monthly basis; and

WHEREAS, advanced knowledge and skills are necessary to perform various functions related to billing and financial reporting in the Municipal Water Department; and

WHEREAS, Staff reviewed the current job functions in the Municipal Water Department and determined it is necessary to amend the 2018-2019 Fiscal Year Budget by adding the Financial Analyst position and removing the vacant Administrative Service Supervisor position; and

WHEREAS, the position of the Financial Analyst will emphasize matters related to financial internal controls and compliance requirements pursuant to mandated federal and state regulations; and

WHEREAS, Staff estimates that there would be an estimated salary savings of $3,264 to the department budget by removing the vacant Administrative Services Supervisor (Range 155) position and replacing it with the Financial Analyst (Range 151) position.

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

SECTION 1. That the Municipal Water Department 2018-2019 Fiscal Year Budget shall be amended as follows:

Position Change	Step Level	Annual Salary
REMOVE Administrative Services Supervisor	Range 155	$83,592
ADD Financial Analyst	Range 151	$80,328

SECTION 2. That a certified copy of this Resolution shall be filed in the office of the City Manager, City Clerk, City Controller, City Attorney, Municipal Water Department and Human Resources Department.

SECTION 3. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____ 2019.

_____

MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested 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

April 2, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

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

SUBJECT: A REQUEST TO SCHEDULE A PUBLIC HEARING TO RECEIVE COMMENTS ON THE PROPOSED ANNUAL ACTION PLAN FOR FISCAL YEAR 2019-2020

The City of Compton, as a direct entitlement community to the U.S. Department of Housing and Urban Development (HUD), is required to hold public hearings to receive input from residents on proposed funding allocations for CDBG, HOME, and ESG projects and activities. Therefore, in order to notify the public about the proposed Annual Action Plan, a public hearing is requested for **Tuesday, May 7, 2019 at 5:35 p.m.**

CECIL W. RHAMBO, JR.
CITY MANAGER

April 2, 2019

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

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

RE: **ACTION ITEM -- REQUEST FOR CITY COUNCIL TO WAIVE FACILITY FEES FOR USE OF DOLLARHIDE COMMUNITY CENTER FOR REPAST SERVICES FOR CLARENCE BANKS, SR. TO BE HELD ON APRIL 5, 2019 ($300.00)**

The Parks and Recreation Department ("Department") received a request to utilize the Dollarhide Community Center on Friday, April 5, 2019 from 3:00pm to 7:00pm for a repast service for Mr. Clarence Banks Sr. Mr. Banks passed away on Thursday, March 21, 2019 after a short illness. Mr. Banks was a resident of Compton for approximately 50 years and retired from the Compton Unified School District after 28 years of service. He was the groundskeeper for many years for the Compton Campfire Boys & Girls Club before retiring as a Plant Manager Supervisor. Mr. Banks is survived by his wife of 47 years, Barbara Banks, also a retired Compton Unified School District employee and former Compton Personnel Board Member. Mr. Banks is also the brother-in-law of City Clerk, Alita Godwin.

The family has requested the use of the Dollarhide Community Center for holding the repast services for Mr. Banks, seeking a waiver of facility use fees; however, City policy does not give authorization for staff to waive fees for use of City-owned facilities for non-City related activities or business; thus, City Council approval is required.

Breakdown of the fees associated with use of the Dollarhide Community Center for the requested event are described below.

DEPARTMENT	**COSTS**
Facility Fees $75 hour x 4 hours =$300	$300.00
General Services 1 Custodian x $35 an hour x 4 hours = $140	$140.00
Total	**$440.00**

As in the case of previous requests, City Council has the option of waiving the facility costs only of $300.00 for the event. Staff costs for this event, assuming City Council waives the facility fee, would be $140.00 and will be directed to be paid by the family.

MARVIN C. HUNT, DIRECTOR
PARKS AND RECREATION DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

April 2, 2019

TO: **HONORABLE MAYOR AND COUNCIL MEMBER**

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

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

Recommendation: Authorize travel to attend the CA Contract Cities Association's 60TH Annual Municipal Seminar.

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

Location: Indian Wells, CA

Meeting Date: May 17-19, 2019

Approximate Cost: Registration: $600 (Per attendee)
Hotel: $214.00 plus taxes and fees
Transportation: N/A
Per Diem: Receipts required (Not to exceed $75 per day)

Source of Funds: General Fund

Purpose: The purpose of attending the CA Contract Cities Association's 60th Annual Municipal Seminar is to learn and discuss issues that are impacting our city.

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

CECIL W. RHAMBO JR
CITY MANAGER

April 2, 2019

TO: **HONORABLE MAYOR AND COUNCIL MEMBER**

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

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

Recommendation: Authorize travel to attend the Independent Cities Association (ICA) 2019 Summer Seminar.

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

Location: Carlsbad, CA

Meeting Date: July 11-14, 2019

Approximate Cost: Registration: TBD (Information is not available at this time)
Hotel: TBD (Information is not available at this time)
Transportation: N/A
Per Diem: Receipts required (Not to exceed $75 per day)
Last year cost for ICA seminar was $2,044 per person

Source of Funds: General Fund

Purpose: The purpose of attending the Independent Cities Association (ICA) 2019 Summer Seminar is to learn and discuss issues that are impacting our city.

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

CECIL W. RHAMBO JR
CITY MANAGER

April 2, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND CRYSTAL STAIRS, INC.

SUMMARY

City Council will consider a request from Crystal Stairs, Inc. that the City Manager be authorized to execute an updated Lease Agreement Attachment - "Statement of Federal Interest" - to the five (5) year lease agreement entered into between the City and Crystal Stairs, Inc. ("Crystal Stairs" or "CSI") for tenancy at the City-owned property located at 1108 North Oleander Avenue, Compton.

BACKGROUND

The City of Compton owns certain real property located at 1108 North Oleander Avenue, commonly known as the "Old Dollarhide Center" facility. This property is used as a "shared occupancy" facility, offering indoor and outside spaces for leasing to outside agencies, organizations, and individuals.

Pursuant to Resolution No. 24,450, adopted by the City Council on October 18, 2016, the City and Crystal Stairs entered into a five (5) year (terminating July 31, 2021) lease agreement, with two (2) 5-year renewal options, for use of approximately 5,069 square feet of dedicated indoor space and approximately 3,591 square feet of dedicated outdoor space at the Old Dollarhide Center facility for Head Start/Early Head Start Child Care Services.

Pursuant to the City-wide leasing policy, the current lease agreement provides that Crystal Stairs pay $1.00 per square foot of indoor spaces and $0.50 per square foot of outdoor spaces. Additionally, the agreement allows Crystals Stairs to perform a number of physical improvements to the portions of the facility occupied by Crystal Stairs.

STATEMENT OF THE ISSUE

Crystal Stairs' organizational goals include the promotion of programs that strengthen and assist families towards reaching self-sufficiency and providing enriched lives for their children. The organization is federally funded and the

agreed improvements and renovations at the facility are funded by a federal grant to Crystal Stairs. Due to the fact that federal funds are used to finance the facility improvements, the Federal government, acting through the Administration for Children and Families ("ACF") requires a beneficial ownership interest in the areas occupied by Crystal Stairs and the planned improvements and renovations. Thus, in addition to execution of the Lease Agreement, the parties also executed a Lease Attachment titled "Statement of Federal Interest Agreement."

Recently, the City was informed by Crystal Stairs that various Head Start Performance Standards ("HSPS") regulations or Federal guidelines have been changed, thus a need to update the Lease Agreement Attachment.

FISCAL IMPACT

There is no financial impact associated with adopting this resolution.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND CRYSTAL STAIRS, INC.

WHEREAS, the City of Compton owns certain real property located at 1108 North Oleander Avenue, commonly known as the "Old Dollarhide Center*"* facility which is used as a "shared occupancy" facility, offering indoor and outside space for leasing to outside agencies, organizations, and individuals; and

WHEREAS, pursuant to Resolution No. 24,450, adopted by the City Council on October 18, 2016, the City and Crystal Stairs entered into a five (5) year (terminating July 31, 2021) lease agreement, with two (2) 5-year renewal options, for use of approximately 5,069 square feet of dedicated indoor space and approximately 3,591 square feet of dedicated outdoor space at the Old Dollarhide Center facility for use as Head Start/Early Head Start Child Care Services; and

WHEREAS, pursuant to the City-wide leasing policy, the current lease agreement provides that Crystal Stairs pay $1.00 per square foot of indoor spaces and $0.50 per square foot of outdoor spaces. Additionally, the agreement allows Crystals Stairs to perform a number of physical improvements to the portions of the facility occupied by Crystal Stairs; and

WHEREAS, since the Crystal Stairs organization is federally funded and the agreed improvements and renovations at the facility are funded by a federal grant to Crystal Stairs, the Federal government, acting through the Administration for Children and Families ("ACF") requires a beneficial ownership interest in the areas occupied by Crystal Stairs and the planned improvements and renovations; thus, in addition to execution of the Lease Agreement, the parties also executed a Lease Attachment titled "Statement of Federal Interest Agreement"; and

WHEREAS, recently, the City was informed by Crystal Stairs that various Head Start Performance Standards ("HSPS") regulations or Federal guidelines have been changed, thus a need to update the Lease Agreement Attachment to reflect these revisions.

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

Section 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to execute the attached updated Lease Agreement Attachment - "Statement of Federal Interest" - to the five (5) year lease agreement entered into between the City and Crystal Stairs, Inc. ("Crystal Stairs" or "CSI") for tenancy at the City-owned property located at 1108 North Oleander Avenue, Compton.

Section 2. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Clerk, General Services and the City Attorney.

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

ADOPTED this _____ day of _____, 2019.

_____

MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

LEASE AGREEMENT
BETWEEN
CITY OF COMPTON
AND
CRYSTAL STAIRS, INC.

This **LEASE AGREEMENT** is entered into by and between the **CITY OF COMPTON,** a municipal corporation organized under of the laws of the State of California (hereinafter referred to **"LANDLORD"**), located at 205 South Willowbrook Avenue, Compton, California 90220 and **CRYSTAL STAIRS, INC**, a California non-profit public benefit corporation (hereinafter referred to as **"TENANT"**), located at 5110 West Goldleaf Circle, Suite 150, Los Angeles, California 90056.

RECITALS:

WHEREAS, the City of Compton (the "Landlord"), has under its jurisdiction certain real property located at 1108 North Oleander Avenue (the "Old Dollarhide Center"), Compton, California 90222 (the "Site"); and

WHEREAS, pursuant to Resolution No. 23,616, adopted by the City Council on October 2, 2012, Crystal Stairs, Inc. (the "Tenant") currently leases and occupies approximately 2,552 square feet of dedicated indoor space and 2,229 square feet of exclusive outdoor space in the Old Dollarhide Center on a month-to-month basis (the "Existing Occupancy"); and

WHEREAS, on October 18, 2016, the City Council adopted Resolution No. 24,450, which authorized the City Manager to enter into a five (5) year lease agreement with Crystal Stairs Inc., effective November 1, 2016 through July 31, 2021, and if agreed to by the Parties, two (2) 5-year optional lease renewals; and

WHEREAS, with this Lease, Crystal Stairs, Inc. will add to its Existing Occupancy at the Site approximately 2,865 square feet of additional dedicated indoor space and approximately 399 square feet of additional exclusive outdoor space (the "Added Occupancy"); and

WHEREAS, delay in finalizing this Lease Agreement has prevented the lease term from commencing on November 1, 2016, thus the Parties have agreed to a later commencement date, however, the term ending date shall remain at July 31, 2021.

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

WITNESSETH:

Section 1. Premises. The Landlord, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the Tenant and upon the following terms and conditions, hereby leases to the Tenant, and the Tenant hereby hires and takes of and from the Landlord, those certain Premises

located in/on the Site, situated in the City of Compton, County of Los Angeles, State of California, more particularly described as:

The "Old Dollarhide Center"
1108 North Oleander Avenue
Compton, California 90222
Los Angeles County APN: 6153-024-901 and 6153-024-902

[The "Site"]

Tenant shall lease approximately 5,069 square feet of dedicated indoor space within the Site building and approximately 3,591 square feet of dedicated outdoor space:

"Existing Occupancy"

Space	Square Footage
Room C1	840
Room C2	840
Kitchen	252
Restroom 1 (Child)	56
Restroom 2 (Child)	56
Restroom 3 (Adult)	16
Office	144
Subtotal of Indoor Space	2,204
Outdoor spaces	3,192
Subtotal of Indoor/Outdoor Spaces	5,396

"Added Occupancy"

Space	Square Footage
Room C6	1,539
Kitchen 2	112
Restroom 4 (Adult)	117
Restroom 5 (Adult)	117
Corridor 2 (Connects to Existing)	360
Lobby 2	620
Subtotal of Added Indoor Space	2,865
Added Outdoor Spaces	399

Total of Existing/Added Indoor Space **5,069**

========

Total of Existing/Added Outdoor Spaces **3,591**

[The "Premises"]

Section 2. Initial Lease Term. This Lease shall be for an initial five (5) year term commencing on April 17, 2017, and shall terminate on July 31, 2021, unless extended or terminated as otherwise provided herein. This Lease Agreement shall supersede any previous Leases and/or agreements, written or oral.

Section 3. Option to Renew Lease. Pursuant to City Council authorization, upon agreement of the Parties and approval of the City Attorney, this Lease may be extended for up to two (2), five (5) year lease renewal periods. If any renewal option is exercised by the Parties, upon commencement of each renewal option exercised, the leasing rate established by the Landlord for occupied indoor spaces shall be limited to no more than a three percent (3%) increase.

Section 4. Rent. The Parties have agreed that the monthly rental rate for exclusive use of the above-specified indoor space shall be One Dollar and Twenty-Five Cents ($1.25) per square foot; however, pursuant to City Council authorization, Landlord agrees to make a $0.25 per square foot per month "in-kind" contribution to the Tenant's Head Start Program, thus during the term of this Lease, and in consideration of the improvements and responsibilities to be provided by the Tenant, Tenant shall pay to Landlord as rent for said above-specified Premises the following rates:

a. Effective April 17, 2017, and throughout the initial term of this Lease, Tenant shall pay Landlord rent for the Existing Occupancy of 2,204 square feet of dedicated indoor space the sum of **Two Thousand Two Hundred Four Dollars ($2,204.00) per month**, based on a rental rate of **One Dollar ($1.00) per square foot** for each square foot of exclusive use indoor space. Lease payments shall be due in advance on the first day of each and every month of the term hereof. Any lease payment not received by the Landlord by the tenth (10^{th}) day of the month shall be deemed late and a late fee (penalty) in the amount of **Five Percent (5%)** shall be charged.

b. Effective April 17, 2017, and throughout the initial term of this Lease, Tenant shall pay Landlord rent for the Existing Occupancy of 3,192 square feet of dedicated outdoor space the sum of **One Thousand Five Hundred Ninety Six Dollars ($1,596.00) per month**, based on a rental rate of **Fifty Cents ($0.50) per square foot** for each square foot of exclusive use outdoor space. Lease payments shall be due in advance on the first day of each and every month of the term hereof. Any lease payment not received by the Landlord by the tenth (10^{th}) day of the month shall be deemed late and a late fee (penalty) in the amount of **Five Percent (5%)** shall be charged.

c. **Rent After Completion of Proposed Tenant Improvements.**

(1) Upon completion of proposed tenants improvements described in Section 7, below; to be completed without delay, and in no case beyond a period of six (6) months after the commencement of this Lease; and throughout the remaining initial term of this Lease, Tenant shall pay Landlord rent for the occupancy of a total of 5,069 square feet of dedicated indoor space (inclusive of the additional 2,865 square feet of dedicated indoor space) the sum of **Five Thousand Sixty Nine Dollars ($5,069.00) per month**, based on a rental rate of **One Dollar ($1.00) per square foot** for each square foot of exclusive use indoor space. Lease payments shall be due in advance on the first day of each and every month of the term hereof. Any lease payment not received by the Landlord by the tenth (10th) day of the month shall be deemed late and a late fee (penalty) in the amount of **Five Percent (5%)** shall be charged.

(2) Upon completion of proposed tenants improvements as described in Section 7, below; to be completed without delay, and in no case beyond a period of six (6) months after the commencement of this Lease; and throughout the remaining initial term of this Lease, Tenant shall pay Landlord rent for the occupancy of a total of 3,591 square feet of dedicated outdoor space (inclusive of the additional 399 square feet of dedicated outdoor space) the sum of **One Thousand Seven Ninety Five Dollars and Fifty Cents ($1,795.50) per month**, based on a rental rate of **Fifty Cents ($0.50) per square foot** for each square foot of exclusive use outdoor space. Lease payments shall be due in advance on the first day of each and every month of the term hereof. Any lease payment not received by the Landlord by the tenth (10th) day of the month shall be deemed late and a late fee (penalty) in the amount of **Five Percent (5%)** shall be charged.

d. Payments shall be remitted to: General Services Department
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director
Payable to: CITY OF COMPTON
[Please identify your Lease Site on the payment]

[Old Dollarhide Center]

Section 5. Use of Premises. Tenant is entitled to use the Premises for the following purpose(s) only:

Head Start/Early Head Start
Child Care Services and Directly Related Activities

Tenant shall not use the Premises for any other purposes without the prior written consent of the Landlord. Tenant shall not use the Premises for residential purposes or for any commercial purposes not stated herein. Tenant shall not use the Premises for the storage of unusable equipment or property or for the rental or storage of any type of equipment not integral to the purposes of the Program.

Tenant shall have access to the Premises, as identified above, twenty-four (24) hours per day, seven (7) days per week, but only via the exclusive point(s) of entry for the spaces occupied by the Tenant.

Section 6. Delivery of Premises. If Landlord, for any reason, cannot deliver the Premises described above to Tenant at the commencement of the term hereof, Landlord shall not be liable to Tenant for any loss or damage resulting therefrom and Tenant at Tenant's option, may declare this Agreement to be null and void.

Section 7. Tenant Improvements. Tenant, in exchange for Landlord's lease concessions, has agreed to cause to be made, at Tenant's sole expense, certain improvements, and maintain such improvements, to the Premises, including:

a. Add two (2) Head Start classrooms to accommodate at least 20 children per class;

b. Install ADA compliant boys/girls restrooms with child-sized toilets and child-sized sinks within or adjacent to the two (2) additional classrooms;

c. Expand current exterior/outdoor playground to the curb per licensing requirements to include the installation of new fencing;

d. Provide direct access from the building Site in the northeast area to the playground area located in the northwest area;

e. Install two (2) offices;

f. Renovate adult restrooms per licensing requirements, if necessary;

g. Add central resource storage area;

h. Create single point of entry for current and additional space;

i. Implementation of parking stops in designated parking areas or alternate solutions for parking per ADA regulations and licensing requirements; and

j. Implementation of other regulatory/licensing modifications as required to obtain licensing for Head Start operations.

Tenant shall have the right to use qualified architect(s) and mechanical/electrical engineer(s) of its choice for the design and construction drawings for the proposed improvements and licensed and qualified contractor(s) of its choice to construct the proposed improvements, subject to the provisions of Section12 of this Lease Agreement (Alterations and Additions).

The provisions of Section 13 of this Lease Agreement (Repairs and Maintenance) shall pertain to the Premises as is occupied and in use at the commencement of this Lease on April 17, 2017 and for the entire Premises after all improvements are completed and occupied.

Funding for Tenant Improvements. Landlord acknowledges that the funding for the Tenant Improvements is from a Federal Head Start grant. Tenant shall perform all work required by all relevant licensing authorities including, but not limited to Community Care Licensing, to license the facility for Head Start operations. Tenant acknowledges

and agrees that Landlord is not obligated to perform any work, secure any licenses, permits, approvals or authorizations, or register any modular buildings that may be placed on the Premises as a part of the Tenant Improvements to prepare the Premises for Tenant's occupancy or Use of the Premises, as hereafter defined. Tenant shall be responsible for and shall at its own cost and expense obtain any and all federal, state and local licenses, permits, approvals or authorization necessary for Tenant's use, occupancy, and operation of the Premises for the Tenant's Use.

Section 8. Inspection Contingencies.

a. Prior to the Tenant's commencement of the proposed tenant improvements, Tenant shall:

(1) Have a federally required Environmental Hazardous Materials Assessment for soil, water, mold, and asbestos/lead testing performed on the Premises and the Property ("Environmental Contingency") at Tenant's sole cost and expense; and

(2) Have all structures located on the Site inspected for material structural deficiencies, such as leaking roof ("Physical Condition Contingency") at Tenant's sole cost and expense; the inspections referred to herein are collectively referred to as the "Inspection Contingencies."

b. Access During Inspection Contingencies Period. Tenant may enter the Premises after the Lease Commencement Date for purposes of inspections, tests, and studies under this Section 8.

c. Termination. If within the period of six (6) months after the Lease Commencement Date (the "Contingencies Period") either of the Inspection Contingencies is not satisfied, or if the inspections, test and studies referred to in this Section 8 reveal that the Premises constituting the Added Occupancy are unsuitable for Tenant's use, Tenant may terminate this Lease, provided however that Tenant shall not have a right to terminate this Lease based on non-satisfaction of any Inspection Contingencies if Landlord agrees to pay and pays, at its sole cost and expense, for the completion of remediation of all items disapproved in connection with the Inspection Contingencies, which completion of remediation shall occur during the Contingencies Period. Tenant's termination of the Lease pursuant to this Section 8(c) shall be effective upon written notice to Landlord of termination at any time prior to the expiration of the Contingencies Period. If this Lease is so terminated, Tenant shall be fully released from and relieved of all obligations and liabilities arising out of this Lease from the date of termination.

Section 9. Utilities and Other Services. Tenant shall make all arrangements and pay for all of its operations of the Premises, including, but not limited to, taxes, insurance, utilities (e.g. water, electric, gas, sewer, trash disposal and other utility charges in connection with Tenant's use of the Premises), and upkeep for the portion of the Premises that Tenant occupies. In the event Tenant is unable to install separate meters for utilities, then Landlord will bill Tenant no less than on a quarterly basis, for Tenant's prorate share (based on the total square footage occupancy of the Site) of the Site utility costs.

Landlord shall in no way be liable or responsible for any loss, damage or expense that Tenant may sustain or incur by reason of any change, failure, interference, disruption or defect in the supply or character of the utilities and services supplied to Premises, unless directly caused by the active negligence or willful misconduct of the Landlord.

Section 10. Property Taxes. Tenant shall not be responsible for property taxes. Both Landlord and Tenant are exempt from state and federal income taxes and intend for the Premises to be used in a manner which entitles it to exemption from the payment of real property taxes. Tenant agrees to cooperate with Landlord in seeking real property tax exemption on the portion of the Site being used by Tenant as a Head Start Center. Landlord shall execute all documents necessary to obtain and maintain the real property tax exemption annually on the portion of the Site being used by Tenant as Head Start Center from the Los Angeles County Assessor's Office.

Section 11. Assignment and Subletting. Subject to Landlord's approval, which shall not be unreasonably withheld, Tenant shall have the right during the term of, or any extension or renewal thereof, to sublease, assign or otherwise permit occupancy of ("Transfer") all or any portion of the Premises to any related entity or person that acquires all or substantially all of Tenant's assets or Head Start or any of its grantees, if the assignee, subtenant or other occupant assumes and agrees in writing to be bound by this Lease and to continue the permitted use of the Premises. In addition, Tenant shall have the right, with Landlord's prior written consent which shall not be unreasonably withheld, conditioned or delayed, to Transfer its interest in this Lease to any third party subtenant or assignee of a type and quality suitable to use the Premises that agrees in writing to continue the permitted use of the Premises. It shall not be considered unreasonable for Landlord to require (i) in the case of a sublease, a copy of the proposed sublease for Landlord's approval; or (ii) in the case of an assignment, a written assignment and assumption agreement in form reasonably satisfactory to Landlord; and, in either case; (iii) sufficient information about the proposed subtenant or assignee that Landlord can make a reasonably informed decision.

Section 12. Alterations and Additions. Tenant shall not make any alterations or construct any additions or improvements in or on the Premises until the Landlord has approved the complete plans and specifications for the project. Once the Landlord has been provided with said plans and specifications, Landlord shall have a review period of up to fifteen (15) day before granting Tenant approval or disapproval of the project in writing. Landlord's approval of the project will be presumed if not provided within said fifteen (15) day period. Tenant shall, at the time of the request, specify if they desire to retain ownership and/or possession of the alteration, addition or improvement subject to plan review by Landlord at Tenant's expense.

In addition to those Tenant Improvements specified in Section 7, above, Tenant shall have the right during the Lease Term, and any extension of renewal thereof, with Landlord's consent, which shall not be unreasonably withheld, to remodel and redecorate the Premises and to make such non-structural alterations, additions and improvements and to install personal property, trade fixtures, equipment and other temporary installations in and upon the Premises ("Alterations") as Tenant shall deem expedient or necessary for its purposes; provided that the same are made in a workmanlike manner utilizing good quality materials and provided further that such Alterations shall neither impair the structural soundness nor diminish the value of the

Premises. All Alterations, whether installed by Tenant as Tenant Improvements or placed or installed on the Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Except for structural alterations, Tenant shall have the right to remove the same at any time during the Lease Term provided that all damage to the Premises caused by Tenant's installation and/or removal of its personal property, alterations, improvements or additions shall be repaired by Tenant at Tenant's expense. Any personal property, improvements or additions not removed by Tenant within thirty (30) days after the end of the term, or any extension or holdover period thereof, shall automatically become the property of Landlord, subject to disposal at the discretion of the Landlord.

Tenant shall, at its sole cost and expense, be allowed to place its typical signage on the side of the Building on the Site and along the fence upon the Landlord's advance written approval.

Section 13. Repairs and Maintenance.

a. Maintenance By Landlord. Landlord agrees that at all times it will maintain the structural portions of all improvements at the Site that exist on the Lease Commencement Date (collectively, the "Building"), including the foundation, floor/ceiling slabs, roof, exterior glass and mullions, parking areas, plazas, walkways, pavement, sidewalks, curbs, entrances, mechanical, electrical and telephone closets, and all Common Area and public areas (collectively, "Buildings' Structures") and the mechanical, electrical, life safety, plumbing, and HVAC systems (collectively, "Buildings' Systems") in good working order condition and repair. Notwithstanding anything in this Lease to the contrary, Tenant shall not be required to make any repair to, modification of, or addition to the Buildings' Structures and/or the Buildings Systems except and to the extent required because of Tenant's use of all or a portion of the Premises. After Tenant has completed its Tenant Improvements, in the event there are any structural replacements or replacements of the mechanical, electrical, plumbing and HVAC systems of the Premises, said replacements shall be made by the Landlord as soon as reasonably possible at no cost to the Tenant.

(1) Interruption of Essential Services. In the event that there is an interruption of essential building services that are supplied and maintained by the Landlord (e.g., fire and life safety, vertical transportation systems, utilities, HVAC, etc.), which materially interferes with the Tenant's use of the Premises, or any portion thereof, such that Tenant cannot reasonably conduct its business therein for a period in excess of five (5) business days, the Tenant's Rent shall be abated on a day-for-day basis proportionate to the amount of space in the Premises so affected. Tenant shall have a right to terminate this Lease in the event that such interruption continues for thirty (30) business days.

b. Maintenance by Tenant. Tenant shall be responsible for the maintenance, non-structural repair, and all other non-structural upkeep of the Premises that it occupies. Tenant shall continue to maintain said Premises in good repair and tenable condition and in compliance with all health, safety and sanitation laws, ordinances and regulations of the State of California and local authorities throughout the term of the Lease. The Premises shall be kept free from any and all liens and charges on account of labor or materials used in connection to any work thereon.

(2) Tenant Repairs. Tenant agrees to repair any damages caused by Tenant, its employees, contractors, agents or invitees, negligently or otherwise, at its own expense, and maintain the Premises leased and to return said Premises to Landlord in as good order, repair and condition as the same were in at the commencement of this Lease, reasonable normal wear and tear, excepted. Except for repairs required of Tenant by Community Care Licensing regulations or the Office of Head Start, Tenant must obtain prior written approval from the Landlord, which approval will not be unreasonably or untimely withheld, prior to commencing any repairs to the leased Premises.

Section 14. Federal Interest. Landlord and Tenant acknowledge that Tenant shall use federal funds through a grant to renovate the Premises for a Head Start Center. As such, the Federal government, acting through the Administration for Children and Families (ACF), shall have a beneficial ownership interest and other interest ("Federal Interest") in the Premises and Tenant Improvements, as defined by the Head Start Act, 42 U.S.C. § 9831 et seq., 45 CFR part 75 and 1303, and relevant decisions of the United States courts. The Federal Interest and provisions related thereto are set forth more fully in a Statement of Federal Interest (the "Federal Interest Agreement") attached hereto. Promptly after execution of this Lease, Landlord and Tenant acknowledge that a Memorandum of Lease and Statement of Federal Interest for Recordation will be prepared and recorded, as a separate document, in the Official Records of Los Angeles, County, California.

Section 15. Insurance. Tenant shall furnish certificates of insurance, along with endorsements, issued to Landlord substantiating the fact that it has taken out the specified insurance for the term covered by this Lease, or any extension or holdover period thereof, with an insurance carrier acceptable to the Landlord under forms satisfactory to the Landlord. Each certificate shall bear an endorsement precluding cancellation or reduction in coverage of any policy covered by such certificate except upon at least thirty (30) days prior written notice to Landlord. It is agreed that Landlord shall not be liable for the payment of any premiums or assessments on the insurance required.

Tenant shall present evidence of required insurance and certificate of endorsement to Landlord no later than the commencement date of this Lease. The Tenant shall not occupy the Premises until the Landlord has received and approved the required certification. ***Failure on the part of the Tenant to procure or maintain insurance shall constitute a material breach upon which the Landlord may immediately terminate this Lease Agreement.***

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

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

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

c. **Fire and Casualty Insurance.** Tenant shall maintain fire insurance on such party's own equipment and property or to adequately self-insure the same. Tenant shall provide, or cause to be provided, and maintained at its sole cost property insurance in the amount of the value of the improvements on the Premises on a replacement cost basis. The property insurance shall insure against the perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, flood, earthquake, windstorm and physical loss or damage. Landlord will not keep improvements which are constructed or installed and owned by Tenant under the provisions of this Lease insured against fire or casualty, and Tenant will make no claim of any nature against Landlord by reason of any damage to the business or property of Tenant in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the Landlord in the course of their employment.

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

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

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

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

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

e. **Contractor's Insurance Requirements.** Tenant shall require that any contractors and subcontractors used to perform improvements/repairs to the building structure and Premises as provided in Sections 7, 12 & 13 of this Lease Agreement to provide and maintain during the entire period of performing improvements/repairs the following programs of insurance:

(1) A policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars ($1,000,000.00)** per occurrence and **Two Million Dollars ($2,000,000.00)** general aggregate. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

(2) A program of Workers' Compensation Insurance and Employer's Liability Insurance in an amount and form to meet all applicable requirements of the State Labor Code and which specifically covers all persons providing services by or on behalf of the contractor and all risks to such persons.

(3) A program of Automobile Liability Insurance with a limit of liability of not less than **One Million Dollars ($1,000,000.00)** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

(4)The Contractor(s) liability insurance policy(ies) shall be endorsed with the following language: The City and its respective elected and appointed officers, officials, employees, agents and volunteers are to be named and covered as **"additional insureds"** with respect to liability arising out of the activities of the contractor.

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Tenant and/or its contractors and subcontractors under the terms of the Lease Agreement. Tenant shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary relating to Tenant's use of the Premises and improvement/repairs made to the Premises.

Section 16. Losses. Landlord shall not be responsible for losses or damage to personal property, equipment or materials of Tenant. Landlord will not keep improvements which are constructed or installed and owned by Tenant under the provisions of this Lease insured against fire or casualty, and Tenant will make no claim of any nature against Landlord by reason of any damage to the business or property of Tenant in the event of damage or destruction by fire or other cause, arising other than from or out of the gross negligence or willful misconduct of agents or employees of the Landlord in the course of their employment.

Section 17. Damage or Destruction. Landlord agrees that should the Premises be so badly damaged by fire, earthquake or other violent action of the elements as to render them wholly unfit for Tenant's occupancy, than this Lease may be terminated immediately upon the happening of any such event, whereupon Tenant shall surrender the Premises.

Section 18. Default.

a. Tenant shall pay said rent to the Landlord without deduction, default or delay. In the event of the failure of Tenant to do so, or in the event of a breach of any other terms, covenants or conditions herein contained on the part of Tenant to be kept and performed and if such default continues for a period of sixty (60) days after receipt of written notice from Landlord to Tenant of such default, this Lease may be terminated. Landlord may not terminate the Lease if (a) Tenant cures the default within the sixty (60) day period after notice of default is given, or (b) the default cannot reasonably be cured within sixty (60) days after notice of default is given, but Tenant reasonably commences to cure the default within the sixty (60) day period and diligently and in good faith continues to cure the default. The responsible HHS official (the official of the Department of Health and Human Services who has authority to make grants under the Act) has the right to cure any Tenant default under the lease or occupancy agreement within the designated period to cure default. In the event of termination of this Lease, it shall be lawful for Landlord to reenter into and upon the Premises and every part thereof and to remove and store at Tenant's expense all property therefrom and to repossess and occupy the

Premises. In addition thereto, Landlord shall have such other rights or remedies as may be provided for by law.

b. If Landlord defaults in the performance of any obligation required to be performed under this Lease and fails to perform such obligation within sixty (60) days after receipt of written notice from the Tenant to Landlord of such default, Tenant may terminate this Lease upon Landlord's default of any material obligation upon giving sixty (60) days written notice of termination. Tenant shall not terminate the Lease if (a) Landlord performs and meets the obligation within the sixty (60) day period after notice of default is given, or (b) the obligation cannot reasonably be performed within sixty (60) days after notice of default is given, but Landlord reasonably commences to cure the default within the sixty (60) day period and diligently and in good faith continues to cure the default.

Section 19. Holding Over. In case Tenant holds over beyond the term herein provided with the consent, express or implied, of the Landlord, such tenancy shall be from month-to-month only, subject to the terms and conditions of this Lease, but shall not be a renewal hereof. Such month-to-month tenancy shall be terminable on thirty (30) days written notice by either party to the other party.

Section 20. Cancellation Provisions. On presentation of proof that the Tenant's funding to operate a local Head Start Program in the City of Compton has been/will be eliminated or reduced by twenty (20%) percent or more, Tenant shall have the right to terminate this Lease Agreement upon thirty (30) days prior written notice to the Landlord.

Section 21. Landlord's Access. Tenant agrees to permit the Landlord or Landlord's authorized agents, upon at least twenty-four (24) hours advance notice, free access to the Premises at all reasonable times for the purpose of inspection of the Premises.

Section 22. Discrimination. The Tenant herein covenants by and for itself, its heirs, executors, administrator, and assigns, and all persons claiming under or through it that this Lease is made, accepted and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, the leasing, subleasing, transferring, use, occupancy, tenure, enjoyment of the Premises herein leased nor shall the Tenant itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with referenced to the selection, location, number, use of occupancy, of tenants, Tenants, subtenants, subtenants, or vendees in the Premises herein leased.

Section 23. Indemnification.

a. Tenant shall indemnify and save harmless the Landlord, its officials, officers, employees, agents and volunteers (collectively hereafter the "Landlord Indemnities"), against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify and save the Landlord from any and all liability and expense, including reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of Tenant's, its employees, contractors, agents or invitees negligent or intentional acts in or on the

Premises, or from conduct of Tenant, its employees, contractors, agents or invitees practice or business from any activity, work or things done.

b. Landlord shall indemnify and save harmless the Tenant, its officials, officers, employees, agents and volunteers (collectively hereafter the "Tenant Indemnities"), against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify and save the Tenant Indemnities from any and all liability and expense, including reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of Landlord's, its employees, contractors, agents or invitees sole negligent or intentional acts in or on the Premises, or from conduct of Landlord, its employees, contractors, agents or invitees practice or business from any activity, work or things done.

Section 24. Recovery of Legal Fees.

a. If action is brought by Landlord for the recovery hereof or for any breach hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of the Premises, or to protect any rights given to the Landlord against the Tenant, and if the Landlord shall prevail in such action, the Tenant shall pay to the Landlord such amount of all costs and expenses, including attorney's fees in said action, as the court determines to be reasonable.

b. If action is brought by Tenant for the recovery hereof or for any breach hereof, or to restrain the breach of any agreement contained herein, or to protect any rights given to the Tenant against the Landlord, and if the Tenant shall prevail in such action, the Landlord shall pay to the Tenant such amount of all costs and expenses, including attorney's fees in said action, as the court determines to be reasonable.

Section 25. Partnership Disclaimer. Tenant and Landlord, and any and all agents of the Tenant and Landlord, shall act in an independent capacity and not as officers or employees of one another. Nothing herein contained shall be construed as constituting the Parties herein as partners.

Section 26. Vacating Premises. Tenant shall, on the last day of said term or sooner termination of this Lease, peaceably and quietly leave, surrender and yield up to the Landlord, the Premises in good order, condition and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

Section 27. Compliance with Laws. Tenant shall at its sole cost and expense, comply with all the laws and requirements of all municipal, county, state and federal authorities now in force, or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this Lease.

Section 28. Easements and Right of Way. This Lease is subject to all existing easements and right of way. Landlord further reserves the right to grant additional public utility easements as may be necessary and Tenant hereby consents to the granting of any such easements. The public utility will be required to reimburse Tenant for any damages suffered by Tenant caused by the construction work on the easement area.

Section 29. Parking Access. Unless specifically provided herein, if off-street parking is provided at the Site of the Premises, Tenant and its employees and invitees may have equal access to non-restricted/non-reserved parking spaces provided to all tenants on a first-come, first-served basis.

Section 30. Relocation. Tenant acknowledges that Tenant, its employees, contractors, subordinates and assigns are not entitled to any Relocation Payment or Relocation Advisory Assistance due to their occupancy of the Premises.

Section 31. Failure to Perform. In the event of the failure, neglect or refusal of Tenant to do, or perform work, or any part thereof, of any act or thing in this Lease provided to be done and performed by Tenant, Landlord shall, at its option, have the right to do and perform the same, and Tenant hereby covenants and agrees to pay Landlord the costs thereof on demand.

Section 32. Binding on Successors. Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Landlord, and wherever the context permits or requires the successors in interest to the Tenant.

Section 33. Amendments. This Lease Agreement may be modified or amended only be written document executed by both Tenant and Landlord's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the Parties to amend the terms and conditions of this Lease Agreement.

Section 34. Waivers. A waiver by either party to this Agreement of any breach of any terms, covenants or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

Section 35. Governing Law and Severability. This Agreement shall be governed by and construed under the laws of the State of California. In the event of litigation between the Parties, venue shall lie exclusively in the County of Los Angeles.

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

Section 36. Notices. All notices, demands or requests to be given under this Lease Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the fifth (5^{th}) day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided, or (c) one business day after send by facsimile transmission.

To Landlord:	**City Of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: Director, General Services Department** **(310) 605-5553** **(310) 605-1753 – fax.**
With copy to:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager**
To Tenant:	**Crystal Stairs, Inc.** **5110 West Goldleaf Circle, Suite 150** **Los Angeles, California 90056** **Attn: Jackie B. Majors, Chief Executive Officer** **(323) 421-1118** **(310) 337-5618 – fax.**
With copy to:	**Crystal Stairs, Inc.** **5110 West Goldleaf Circle, Suite 150** **Los Angeles, California 90056** **Attn: Chief Legal Officer**

Section 37. Entire Agreement. This Lease and any exhibits or attachments hereto and incorporated herein constitute the entire agreement of Landlord and Tenant. There are no agreements, terms, conditions or obligations other than those set forth herein. This Lease shall supersede all previous communications, representations or agreements, either verbal or written between Landlord and Tenant. This agreement may be modified only by written agreement signed by both Landlord and Tenant.

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

CRYSTAL STAIRS, INC.
TENANT

By _____ **Dated:** 4-19-17
Jackie B. Majors, Chief Executive Officer

CITY OF COMPTON
LANDLORD

Recommended for Approval:

By _____ **Dated:** 4.20.17
Van Wilson, Director
General Services Department

Approved by:

By _____ **Dated:** 4/20/17
Cecil W. Rhambo, Jr., City Manager

Approved as to form:

By _____ **Dated:** 5/1/17
Craig J. Cornwell, City Attorney

ATTEST:

Dated: 5-1-17

By _____
Alita Godwin, City Clerk

CITY OF COMPTON INCORPORATED MAY A. D. 1888 CALIFORNIA

Attachmts: Resolution No. 24,450
Statement of Federal Interest Agreement
Diagram of Site/Premises

LEASE AGREEMENT ATTACHMENT
STATEMENT OF FEDERAL INTEREST AGREEMENT

This agreement is made this 17th day of April, 2017 and is made part of the Lease dated April 17, 2017 by and between CITY OF COMPTON, a Municipal Corporation organized under of the laws of the State of California ("**Landlord**") and CRYSTAL STAIRS, INC., a California non-profit public benefit corporation ("**Tenant**") for the property commonly known as The "Old Dollarhide Center", 1108 North Oleander Avenue, Compton, California 90222: APN:6153-024-901 and 6153-024-902.

Landlord is the owner of said Property and Tenant has entered into a Lease to lease the above-described premises from Landlord ("**Premises**") for the purpose of operating a Head Start facility. Tenant is a grantee in the Federal Head Start Program ("**Head Start**") (see 42 U.S.C. § 9831 ET SEQ.; 45 CFR Parts 1303 et seq.).

(1) **Definitions**. Under this Agreement, the following terms are defined as follows:

(a) Event of Default: The term "**Event of Default**" means an event of default under the Lease.

(b) Tenant: The term "**Tenant**" means Crystal Stairs, Inc. and/or an interim tenant and/or replacement tenant and their heirs, assignees, and successors under this Agreement and the Lease.

(c) Landlord: The term "**Landlord**" means the City of Compton and/or their heirs, assignees, and successors under this Agreement and the Lease.

(d) Interim Grantee: The term "**Interim Grantee**" has the same meaning as it is defined in 45 CFR §1303.2.

(e) Replacement Grantee: The term "**Replacement Grantee**" refers to an entity designated by the Administration for Children and Families ("**ACF**"), a component of the United States Department of Health and Human Services ("**HHS**"), to serve as the Head Start grantee subsequent to the end of the role of Crystal Stairs, Inc. in that function.

(f) Parties: The term "**Parties**" shall refer to Crystal Stairs, Inc. and the City of Compton, and their respective heirs, successors, and assignees under this Agreement and the Lease.

(2) **Tenant's Obligations**. Tenant agrees not to sublease, assign, or otherwise transfer the leased Property, or use the Property for any non-grant purpose, without the express written approval of the responsible HHS official. Tenant covenants and agrees to provide ACF with (1) notice of any default by Tenant under the Lease, on the date of the discovery of such default; and (2) notice that Landlord has notified Tenant of its intent to exercise the remedy of cancellation, termination, and/or other remedies, on the day that Tenant receives such notice from Landlord.

(3) **Federal Interest In the Property**. This Exhibit to the Lease serves to notify all potential sellers, purchasers, transferors, transferees, mortgagees, creditors, and any other persons or entities who have or may seek to obtain an interest of any kind in the Property, of the Federal government's beneficial ownership interest and other interest ("**Federal Interest**") in said Property, as defined in and/or regulated by the Head Start Act, 42 U.S.C. §9831 et seq., 45 CFR parts 75, and 1303, and relevant decisions of the United States courts. The United States Department of Health and Human Services, Administration for Children and Families ("**HHS**") has awarded grant funds to Tenant including, but not limited to grant number **09CH9101-06 from 12/1/2016-6/30/2017**, and expect to award further amounts in the future. The Federal Interest arises because Tenant has used the grant funds to acquire, and/or construct, and/or improve the Property and will have used such additional amounts awarded in the future for that purpose. The Head Start grant incorporated

conditions that include restrictions on the use of the property and provide for a Federal Interest in the property.

In the accordance with the terms of the Federal grant, the Head Start Act, U.S.C. § 9831 et seq., 45 CFR Parts 75, and 1303, and relevant decisions of the United States courts, the restrictions on the property include, among others, the following:

- The Property may not be used for any purpose inconsistent with that authorized by the Head Start Act and applicable regulations.
- The Property may not be encumbered, used as collateral, sold, or otherwise transferred to another party without the written permission of the responsible HHS official.
- The grant conditions and requirements cannot be altered or nullified through a transfer of ownership.

Further information regarding the Federal Interest in the Property described in this Notice can be obtained from the Administration for Children and Families ("**ACF**"), Office of Grants Management, 90 Seventh Street, 9th Floor, San Francisco California 94103.

(4) **Binding On Heirs And Assigns**. This agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each of the parties hereto. It does not otherwise create, and shall not be constructed as creating, any rights enforceable by any person not a party to this Agreement.

(5) **Assumption Agreement; Interim or Replacement Grantee**. Any Interim or Replacement Grantee must, as a precondition to its occupancy of the Property as a replacement Tenant, execute an Assumption Agreement in a form reasonably agreed to by Landlord. The term "**Interim Grantee**" has the same meaning as it is defined in 45 CFR §1303.2. The term "**Replacement Grantee**" refers to an entity designated by ACF to serve as the Head Start grantee subsequent to the end of the role of Crystal Stairs, Inc. in that function.

(6) **Landlord's Promise to Notify ACF**. Landlord agrees to provide ACF with notice (a) of any default by Tenant under the Lease as soon as practicable after the day that Landlord first knows of such default; and (b) on the day that Landlord notifies Tenant that it intends to exercise its remedy of cancellation, termination, and/or any other remedy or remedies or, if the Landlord does not so notify Tenant, on the day that Landlord decides to exercise any such remedy or remedies. Landlord also agrees to provide ACF with notice that Landlord intends to mortgage the Property, or that a lien or other encumbrance affecting title has been attached to the Property.

(7) **Addresses for the Notification To ACF**. Whenever notice to ACF is required under this Agreement, Landlord and Tenant agree to provide both telephone and written notice (by registered mail, return receipt requested) to the following ACF offices, or to their successors:

Administration for Children & Families
Office of Grant Management, Region IX
90 Seventh Street, Suite 9-100
San Francisco, CA 94103
Telephone Number: (415) 437-8506

Director
Office of Head Start, Administration for Children and Families
1250 Maryland Avenue S.W.
Washington D.C. 20042
Telephone Number: (202) 205-8347

Office of the General Counsel
United States Department of Health and Human Services
722A Hubert H. Humphrey Building
220 Independence Avenue, S.W.
Washington, D.C. 20201
Telephone Number: (202) 690-7741

In addition, if the offices listed above have a change of name, address, and/or telephone number, Tenant and Landlord further agree to take all reasonable action necessary to discover and notify the appropriate government offices.

(8) **Contents of Notification To ACF**. Landlord and Tenant agree to include the following information in the written notice to ACF whenever such notice is required under this agreement:

- The full name, addresses, and telephone number of each of Landlord and Tenant.
- The following statement, prominently displayed at the top of the first page of the notice: "The Federal Interest in certain real property or equipment used for the Head Start Program may be at risk. Immediately give this notice to the appropriate government official."
- The date and the nature of the default and the manner in which the default may be cured and/or an explanation of other circumstances that required the notice.
- In the event that Landlord will be exercising the remedy of cancellation, termination and/or other remedies, the date or expected date of the cancellation and/or exercise of other remedies.

(9) **Tenant's Promise to Notify Landlord of Changes in ACF's Address**. Tenant agrees to give Landlord written and telephonic notice of any changes of name, address, and/or telephone number of an ACF office listed in Paragraph 7. If one or more of the ACF offices listed in Paragraph 7 stops operating, Tenant agrees to give Landlord written and telephonic of the name, address and telephone number of the succeeding Federal office(s) to receive notice(s).

(10) **ACF's Rights in Event of Tenant's Default**. In the event a default occurs under the unrecorded Lease, the parties agree that ACF may intervene to avoid termination of the Lease by Landlord or to ensure that the default is cured by Tenant or another party designated by the responsible ACF official. Landlord shall accept the payment of money or performance of any obligation under the unrecorded Lease or this Memorandum Lease by ACF's designee, as if such payment of money or performance had been made by Tenant.

ACF shall have 60 days from the date of receipt of a notice of default served in full compliance with Paragraphs 7 through 9 above, in which to intervene to attempt to cure the default.

In the event that Tenant defaults, is terminated, withdraws from the Head Start grant, or vacates the Property before the end of the Term, ACF shall have the right to designate a replacement for Tenant for the balance of the Term, subject to approval by Landlord, which will not be withheld except for good reason as provided for in 45 CFR §1303.21.

(11) **Substitution By ACF Shall Not Constitute an Event of Default**. The parties agree that any substitution of grantees for Tenant by ACF shall not constitute an event of default under the Lease. No substitution of an Interim or Replacement Grantee may be made until ACF has provided to Landlord the identity of the Interim or Replacement Grantee, proof of its status to satisfy the standards of this agreement, and such other information as required to permit Landlord to verify that the Interim or Replacement Grantee, and the programs to be conducted by it at the Property, conform to the standards required by the unrecorded Lease. Landlord shall not withhold consent to

the Interim or Replacement Grantee if such entity and the programs to be conducted by it conform to the standards of this agreement. The parties further expressly agree that any such substitution by ACF made in accordance with this agreement shall not trigger termination of the unrecorded Lease or any other remedy under it.

(12) **Special Period For Curing Certain Non-Monetary Defaults**. With respect to non-monetary defaults that cannot with due diligence be cured within 60 days from the date of receipt of notice of default that has been served with full compliance with Paragraphs 7 through 9 above, if ACF promptly acts to cure the default within the 60-day period and thereafter continues to attempt to cure the default with due diligence, then ACF shall have the right to such additional time as may be reasonably necessary to finish curing the default.

(13) **Delay Of Exercise of Remedies Pending Cure**. In the event of a default under the unrecorded Lease, Landlord agrees that it shall not commence cancellation or termination of the unrecorded Lease or any other remedies that affect ownership or possession of the Property until after ACF has been properly served, in full compliance with Paragraphs 7 through 9 above, with notice of default and intent to exercise remedies, and one of the following events has occurred:

- The responsible ACF official informs Landlord in writing that ACF has decided not to cure the default; or
- ACF fails to timely cure the default within the period of time set forth in this Agreement.

(14) **Counterpart Originals**. This Exhibit to the Lease may be executed in counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Memorandum of Lease.

* * *

IN WITNESS WHEREOF, the parties hereto have executed this Attachment to the Lease and is hereby incorporated and part of the Lease dated April 17, 2017.

LANDLORD:

CITY OF COMPTON,
a Municipal corporation
Recommended for Approval:

By: _____
Van Wilson, Director
General Services Department

TENANT:

CRYSTAL STAIRS, INC.,
a California non-profit public benefit corporation

By: _____
Jackie B. Majors
Its: Chief Executive Officer

Approved by:

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

Approved as to form:

By _____ (5/1/17)
Craig J. Cornwell, City Attorney

ATTEST:

Dated: 5-1-17

By _____
Anita Godwin, City Clerk

CITY OF COMPTON INCORPORATED MAY A. D. 1888 CALIFORNIA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher & Co.
Insurance Brokers of CA. Inc. LIC #0726293
505 N Brand Blvd, Suite 600
Glendale CA 91203

CONTACT NAME: Kim Tran
PHONE (A/C, No, Ext): 818-539-8618 FAX (A/C, No): 818.539.8718
E-MAIL ADDRESS: Kim_Tran@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great American Alliance Insurance C	26832
INSURER B : Great American Insurance Company	16691
INSURER C : Redwood Fire and Casualty Insurance	11673
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Crystal Stairs, Inc.
5110 W Goldleaf Cir, Suite 150
Los Angeles, CA 90056

CRYSSTA-04

COVERAGES CERTIFICATE NUMBER: 38178560 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	PAC4297096-01	7/1/2016	7/1/2017	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			CAP4297097-01	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			UMB4297098-01	7/1/2016	7/1/2017	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			CRWC711875	6/15/2016	6/15/2017	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Crime			PAC4297096-01	7/1/2016	7/1/2017	Employee Theft Limit:	$ 1,000,000
A	Property			PAC4297096-01	7/1/2016	7/1/2018	Blanket Building Lim	$1,750,000
							Blanket Personal Prop	$3,166,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability.
Policy #: PAC4297096-01
Term : 07/01/2016 -07/01/2017
Carrier : Great American Alliance Insurance Co
Each Act, Error or Omission Limit: $1,000,000
Aggregate Limit: $3,000,000
See Attached...

CERTIFICATE HOLDER

City of Compton
205 South Willowbrook Avenue
Compton CA 90220

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Melissa Cuny

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AGENCY CUSTOMER ID: CRYSSTA-04

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J. Gallagher & Co.	Crystal Stairs, Inc. 5110 W Goldleaf Cir, Suite 150 Los Angeles, CA 90056
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Coverage is on Occurrence Form NOT Claims-Made Form
Schedule of limits attached.

Abuse or Molestation Liability.
Policy #: PAC4297096-01
Term: 07/01/2016 - 07/01/2017
Carrier : Great American Alliance Insurance Co
$1,000,000 Each Abuse Limit
$3,000,000 Aggregate Limit
Schedule of limits attached.

Coverage : Directors & Officers Liability
Term : 07/01/2016 - 07/01/2017
Policy #: NHP668068
Carrier : RSUI Indemnity Company
Aggregate Limit of Liability: $3,000,000

Coverage : Difference In Conditions including Earthquake and Flood - 1108 N. Oleander
Term : 04/25/2017 - 07/01/2018
Policy #: RHS701050600
Carrier : Hamilton Specialty Insurance Company .
Tenant Improvements and Betterments Limit: $441,000
Business Personal Property Limit: $50,000

Re: 1108 North Oleander Avenue, Compton, CA 90222. "Old Dollarhide Center" aka Head Start Dollarhide Site, Los Angeles County. The City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers are named as additional insured with respect to the operations of the named insured. Such Insurance is Primary and Non-Contributory. Waiver of Subrogation on General Liability Coverage applies in favor of Certificate Holder. Workers Compensation coverage excluded, evidence only.

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Crystal Stairs, Inc.

Policy No : PAC4297096-01

CG 20 11 (Ed. 04 13)

Effective Date: 04/27/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Designation of Premises (Part Leased to You):
Name of Person(s) or Organization(s) (Additional Insured): The City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers
Additional Premium: $
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.

2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and

2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

Copyright, ISO Properties, Inc., 2012

B. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE**:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or

2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Crystal Stairs, Inc.

Policy #: PAC4297096-01

CG 24 04
(Ed. 05 09)

Effective Date: 04/27/2017

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

Schedule

Name of Person or Organization:
The City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **SECTION IV - CONDITIONS**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

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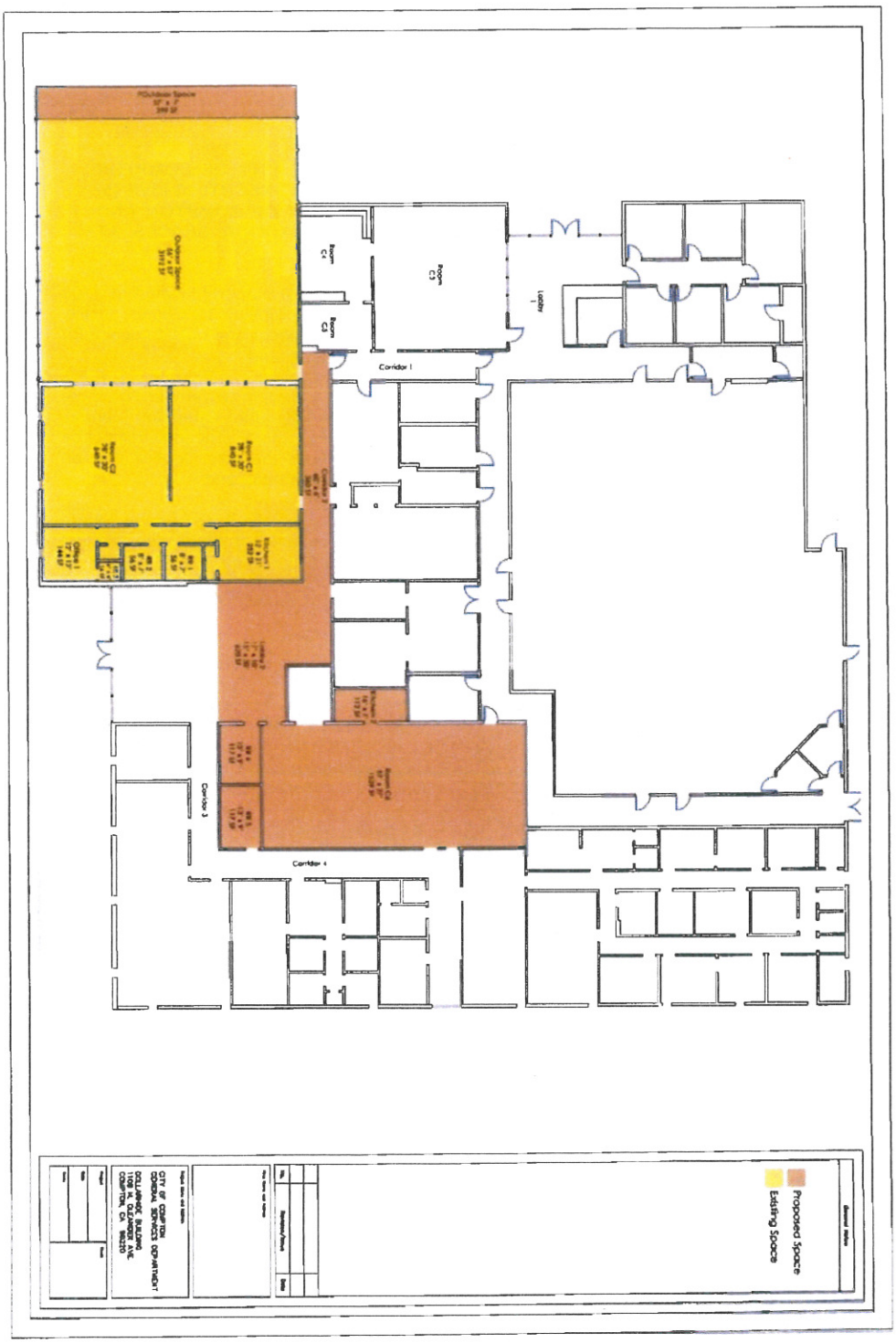
Lease Agreement – Crystal Stairs, Inc.
1108 North Oleander Avenue, Compton
Statement of Federal Interest Agreement Attachment



RESOLUTION NO. 24,450

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A FIVE (5) YEAR LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND CRYSTAL STAIRS, INC. FOR INDOOR AND OUTDOOR SPACES AT 1108 NORTH OLEANDER

WHEREAS, the City of Compton owns certain real property located at 1108 North Oleander Avenue, commonly known as the "Old Dollarhide Center" facility which is used as a "shared occupancy" facility, offering indoor and outside space for leasing to outside agencies, organizations, and individuals; and

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

WHEREAS, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for indoor floor space in a City-owned facility shall be *at least* One Dollar ($1.00) *per square foot* and the standard leasing rate for City-owned outdoor space or vacant property shall be *at least* Fifty Cents ($0.50) *per square foot*; and

WHEREAS, in addition to the base minimum rental rate of $1.00 per square foot for indoor space and $0.50 per square foot for outdoor space, proposed lease agreements are to address the costs incurred by the City for utilities, maintenance and repairs, custodial and general security and at Old Dollarhide Center facility, staff has identified that cost to be ninety-seven cents ($0.97) per square foot, thus the cost to the City will be recovered in a recommended minimal monthly rental rate based on a square footage charge of $1.97 for exclusive indoor spaces; and

WHEREAS, Crystal Stairs, Inc. -- a federally-funded organization whose goal is to promote programs that strengthen and assist families towards reaching self-sufficiency and providing enriched lives for their children -- has been in a month-to-month lease agreement with the City since September 2012 to operate a Federal Head Start Preschool Center at the Old Dollarhide Center, currently leasing exclusive use of approximately 2,204 square feet of indoor space for use as office space and classrooms and exclusive use of 3,192 square feet of outdoor space for playground area; and

WHEREAS, Crystal Stairs, Inc. requests to replace the current month-to-month lease and enter into a five (5) year (November 1, 2016 through July 31, 2021) lease agreement, with two (2) 5-year renewal options, expand their exclusive use/occupancy space from 2,204 square feet of indoor space to approximately 5,069 square feet of dedicated indoor space and expand their exclusive use/occupancy space from 3,192 square feet of outdoor space to approximately 3,591 square feet of dedicated outdoor space; and

WHEREAS, Crystal Stairs, Inc. further requests that the City Council approve a leasing rate of $1.25 per square foot per month for the exclusive use/occupation of the 5,069 square feet of indoor space, however, Crystal Stairs, Inc. seeks the City provide their organization with a $0.25 per square foot per month "In-Kind" contribution to the Head Start Program so that the actual leasing rate shall be $1.00 per square foot for indoor space and $0.50 per square foot for outdoor space; and

WHEREAS, pursuant to the City's Leasing Policy, approval of leasing terms and rates other than as provided within the Policy, rests with the discretion of the City Council.

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

Section 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a five (5) year lease agreement, effective November 1, 2016 through July 31, 2021, with Crystal Stairs, Inc. for the use of approximately 5,069 square feet of indoor space and 3,591 square feet of outdoor space at 1108 North Oleander Avenue, Compton ("Old Dollarhide Center" facility), for providing Head Start/Early Head Start services and directly related activities.

Section 2. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized, upon agreement of the parties, to enter into up to two (2), 5-year lease renewal periods. If any renewal option is exercised by the parties, upon commencement of each renewal option exercised, the leasing rate for occupied indoor spaces shall be limited to no more than a three percent (3%) increase.

Section 3. That the monthly lease rate shall be One dollar ($1.00) per square feet of indoor space (total of 5,069 sq. ft.) per month for the initial term of the Lease. This lease rate for the 2,865 square feet of expanded indoor space shall not commence to accrue until completion of tenant improvements, which improvements shall be completed without delay.

Section 4. That the monthly lease rate shall be Fifty Cents ($0.50) per square feet of outdoor space (total of 3,591 sq. ft.) per month for the term of the Lease. The lease rate for the 399 square feet of expanded outdoor space shall not commence to accrue until completion of tenant improvements, which improvements shall be completed without delay.

Section 5. That a certified copy of this Resolution shall be filed in the offices of the City Manager (Security Division), City Clerk, City Controller, General Services and the City Attorney.

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

ADOPTED this 18th day of October, 2016.

MAYOR OF THE CITY OF COMPTON

Resolution No. 24,450
Page 3

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the 18th day of October, 2016.

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

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

CITY CLERK OF THE CITY OF COMPTON

RECORDING REQUESTED BY:

WHEN RECORDED, MAIL TO:

Pamela L. Washington, Esq.
Chief Legal Officer
Crystal Stairs, Inc.
5110 W. Goldleaf Circle, Suite 150
Los Angeles, CA 90056-1282

MEMORANDUM LEASE, FOR RECORDATION

AND

STATEMENT OF FEDERAL INTEREST

This MEMORANDUM LEASE, FOR RECORDATION AND STATEMENT OF FEDERAL INTEREST ("Memorandum Lease") is made as of the 12th day of February, 2017 by and between the **CITY OF COMPTON**, a municipal corporation organized under the laws of the State of California (herein referred to as "**Landlord**"), located at 205 South Willowbrook Avenue, Compton, CA 90220 and **CRYSTAL STAIRS, INC.**, a California non-profit public benefit corporation (herein referred to as "**Tenant**") located at 5110 West Goldleaf Circle, Suite 150, Los Angeles CA 90056, in consideration of the respective agreements of the parties as follows:

1. Lease. Effective as of, and retroactive to, the Commencement Date of April 17, 2017, ("**Commencement Date**, Landlord leases to Tenant and Tenant takes from Landlord the demised premises ("**Premises**") known as The "Old Dollarhide Center" located at 1108 North Oleander Avenue, Compton, CA 90220, being Los Angeles County Assessor's APN: 6153-024-901 and APN: 6153-024-902, and legally described on **Exhibit A,** incorporated herein by reference (the "Lease"). This Memorandum Lease is upon all on the terms, covenants and conditions contained herein and in an unrecorded Lease of even date affecting the Premises, the terms, covenants and conditions of which are incorporated herein by reference. A copy of the Lease is attached as Exhibit B.

   This Lease of the Premises is for office space which is improved by building renovations performed to convert the space to be suitable for Head Start classrooms, fences and related improvements ("Improvements") owned by Tenant. The Lease expiration date is July 31, 2021 unless the Lease is terminated or extended as provided in the Lease.

2. Use. The only permitted use of the Premises and Improvements without Landlord's prior written consent is as a U. S. Federal Government subsidized Head Start program ("**Use**"). See paragraph

3. Term. The Term of this Memorandum Lease and of the unrecorded Addendum to Lease shall be sixty (60) months after the Commencement Date with so that the Term will commence on April 17, 2017 and will expire on April 16, 2022.

The term of the Lease Agreement between **CRYSTAL STAIRS, INC** and the **CITY OF COMPTON**, is Five (5) years ("Original Term") and commenced on the Lease Commencement Date. At the Tenant's option, the Tenant has two (2) options to extend the Lease Term ("Extension Option") for a period of five (5) years ("Option Term) at end of the Original Term.

4. Definitions: Under this Agreement, the following terms are defined as follows:

(a) Event of Default: The term "Event of Default" means an event of default under the Lease.

(a) Grantee: The term "Grantee" means the local public or private non-profit agency or for-profit agency which has been designated as a Head Start agency under 42 U.S.C. § 9836 and which has been granted financial assistance by the responsible HHS official to operate a Head Start program. Under this Agreement, the Grantee is CRYSTAL STAIRS, INC. and/or an interim grantee and/or a replacement grantee and their heirs, assignees, and successors under this Agreement and the Lease.

(b) Lessor: The term "Lessor" means the owner of the property who leases the Leased Premises to the Grantee. Here, the Lessor is the CITY OF COMPTON, and/or their heirs, assignees, and successors under this Agreement and the Lease.

(c) Interim Grantee: The term "Interim Grantee" refers to an entity designated by ACF to provide Head Start services in a designated area on an interim basis while ACF engages in the selection process to designate a replacement grantee to operate the Head Start program.

(d) Parties: The term "Parties" shall refer to CRYSTAL STAIRS, INC. and the CITY OF COMPTON, and their respective heirs, successors, and assignees under this Agreement and the Lease.

5. Grantee's Obligations

(a) The Grantee agrees not to sublease, assign, or otherwise transfer the Leased Premises, or use the Leased Premises for any non-grant purpose, without the express written approval of the responsible HHS official.

(b) The Grantee covenants and agrees to provide ACF with notice:

(1) Of any default by the Grantee under the Lease, on the date of the discovery of such default; and

(2) That the Lessor has notified the Grantee of its intent to exercise the remedy of cancellation, termination, and/or other remedies, on the day that the Grantee receives such notice from the Lessor.

6. Lessor's Promise To Notify ACF

The Lessor covenants and agrees to provide ACF with notice:

(a) Of any default by the Grantee under the Lease, as soon as practicable after the day that the Lessor first knows of such default; and

(b) That the Lessor intends to exercise its remedy of cancellation, termination, and/or any other remedy, on the day that Lessor notifies the Grantee that it intends to exercise such remedy or remedies.

(c) That the Lessor intends to mortgage the Leased Premises.

(d) Of any lien or other encumbrance affecting title has been attached to the Leased Premises, as soon as practicable after Lessor first knows of any such lien or other encumbrance affecting title.

7. Addresses For Notification To ACF

Whenever notice to ACF is required under this Agreement, the Lessor and the Grantee promise to provide both telephonic and written notification (by registered mail, return receipt requested) to the following ACF offices, or to their successors:

(a) Administration for Children & Families
Office of Grants Management, Region IX
90 Seventh Street, Suite 9-100
San Francisco, CA 94103
Telephone Number: (415) 437-8506

(b) Administration for Children & Families
Office of Head Start, Region IX
90 Seventh Street, Suite 9-100
San Francisco, CA 94103
Telephone Number: (415) 437-8447

(c) Director
Office of Head Start, Administration for Children and Families
Mary E. Switzer Building
330 C Street, SW Suite 4301
Washington D.C. 20201
Telephone Number: (202) 205-8573

(d) Office of the General Counsel
United States Department of Health and Human Services
722A Hubert H. Humphrey Building
220 Independence Avenue, S.W., Washington, D.C. 20201
Telephone Number: (202) 690-7741

In addition, if the offices listed above have a change of name, address, and/or telephone number, the Grantee and the Lessor further covenant and agree to take all reasonable action necessary to discover and notify the appropriate government offices listed in this section.

8. Contents Of Notification To ACF

The Lessor and the Grantee covenant and agree to include the following information in the written notice to ACF whenever such notice is required under this Agreement:

(a) The full names, addresses, and telephone numbers of the Lessor and the Grantee;

(b) The following statement, prominently displayed at the top of the first page of the notice:

"The Federal Interest in certain real property or equipment used for the Head Start Program may be at risk. Immediately give this notice to the appropriate government official."

(c) In an event of a default by the Grantee, the date and the nature of the default and the manner in which the default may be cured and/or an explanation of other circumstances that required the notice;

(d) In the event that the Lessor will be exercising the remedy of cancellation, termination, and/or other remedies, the date or expected date of the cancellation and/or exercise of any remedy or remedies.

9. Grantee's Promise To Notify Lessor Of Changes In ACF's Address

The Grantee covenants and agrees to give the Lessor written and telephonic notice of any change of name, address, and/or telephone number of an ACF office listed in Paragraph 4. If one or more of the ACF offices listed in Paragraph 4 stops operating, the Grantee covenants and agrees to give the Lessor written and telephonic notice of the name, address, and telephone number of the succeeding Federal office(s) to which notice must be given.

10. ACF's Rights In Event Of The Grantee's Default

(a) The Parties agree that ACF may intervene when it deems a default to have occurred under the Lease, and which default requires ACF's intervention to avoid termination of the Lease by the Lessor, to ensure that the default is cured by the Grantee or another party designated by the responsible ACF official, and that the Lessor, or its assigns, shall accept the payment of money or performance of any obligation by ACF's designee for the Grantee, as if such payment of money or performance had been made by the Grantee.

(b) Unless as otherwise specified in Paragraph 9 below, ACF shall have sixty (60) days from the date of receipt of notice of the default that has been served in full compliance with Paragraphs 3 through 5 above in which to intervene to attempt to cure the default.

If ACF fails to respond to any notice of default from Lessor, ACF's notice of federal interest and the Grantee's obligation for its federal share are preserved pursuant to 45 C.F.R. § 1303.49(a)(4).

(c) In the event that the Grantee defaults, is terminated, withdraws from the Head Start grant, or vacates the Lease before the end of the Lease term, ACF shall have the right to designate a replacement for the Grantee for the balance of the Lease term.

(d) In the event that the Leased Premised becomes foreclosed, ACF shall be paid the federal interest before foreclosure proceeds are paid to the lender, unless ACF's rights under the notice of federal interest have been subordinated by a written agreement in conformance with 45 C.F.R. § 1303.51.

11. <u>Substitution By ACF Shall Not Constitute An Event Of Default</u>

Notwithstanding any other provisions of the Lease, the Parties agree that any substitution of grantees by ACF shall not constitute an event of default under the Lease. The Parties further expressly covenant and agree that any such substitution by ACF made in accordance with this Agreement shall not trigger termination of the Lease or any other remedy under the Lease.

12. Special Period For Curing Certain Non-Monetary Defaults

With respect to non-monetary defaults that cannot with due diligence be cured within sixty (60) days from the date of receipt of notice of default that has been served in full compliance with Paragraphs 3 through 5 above, if ACF promptly acts to cure the default within the sixty (60) day period and thereafter continues to attempt to cure the default with due diligence, then ACF shall have the right to such additional time as may be reasonably necessary to finish curing the default.

13. Delay Of Exercise Of Remedies Pending Cure

In the event of a default under the Lease, Lessor agrees that it shall not commence cancellation or termination of the Lease or any other remedies that affect ownership or possession of the Leased Premises until after ACF has been properly served, in full compliance with Paragraphs 3 through 5 above, with notice of default and intent to exercise remedies, and one of the following events has occurred:

(a) The responsible ACF official informs the Lessor in writing that ACF has decided not to cure the default; or

(b) ACF fails to timely cure the default within the period of time set forth in this Agreement.

14. Federal Interest In the Property Leased

This Agreement also serves to notify all potential sellers, purchasers, transferors, transferees, mortgagees, creditors, and any other persons or entities who have or may seek to obtain an interest of any kind in the real property described in this Agreement of the Federal government's beneficial ownership interest and other interests ("Federal Interest") in said property, as defined in and/or regulated by the Head Start Act, 42 U.S.C. §§ 9831-9852c, 45 C.F.R. Parts 75 and 1303, and relevant decisions of the United States courts. The United States Department of Health and Human Services, Administration for Children and Families ("HHS") has awarded grant funds to CRYSTAL STAIRS, INC. ("grantee"), a California non-profit corporation, including, but not limited to grant number 09CH010515-01-00 on DECEMBER 1,2017 , and the previous grant number 09CH9101from DECEMBER 1, 2012 through NOVEMBER 30, 2017 and expects to award further amounts in the future. The Federal Interest arises because CRYSTAL STAIRS, INC. has used the grant funds to acquire, and/or construct, and/or improve said property and will have used such additional amounts awarded in the future for that purpose. The Head Start grant incorporated conditions that include restrictions on the use of the property and provide for a Federal Interest in the property.

In accordance with the terms of the Federal grant, the Head Start Act, 42 U.S.C. §§ 9831-9852c, 45 C.F.R. Parts 75 and 1303, and relevant decisions of the United States courts, the restrictions on the property include, but not limited to, the following:

- The property may not be used for any purpose inconsistent with that authorized by the Head Start Act and applicable regulations.

- The property may not be encumbered, used as collateral, sold or otherwise transferred to another party without the written permission of the responsible HHS official.
- The grant conditions and requirements cannot be altered or nullified through a transfer of ownership.

Further information regarding the Federal Interest in the property described in this Notice can be obtained from **the Administration for Children and Families, Office of Grants Management, 90 Seventh Street, 9th Floor, San Francisco, California 94103.**

15. Binding On Heirs And Assigns

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of each of the Parties hereto, but does not otherwise create, and shall not be constructed as creating, any rights enforceable by any person not a party to this Agreement.

16. Assumption Agreement

Any interim or replacement Grantee must, as a precondition to its occupancy of the Leased Premises, execute an Assumption Agreement approved by ACF.

17. Supersession

In the event of any inconsistency between the terms of this Agreement and the Lease, the terms of this Agreement shall govern and control. All other terms and provisions of the Agreement not amended hereby shall remain in full force and effect, without modification.

18. Entire Agreement

This Agreement constitutes the entire agreement between the Parties, and any other statement, promise, representation or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement shall not be enforceable. This Agreement may be modified only by a writing signed by the Parties, and designated as a written amendment to this Agreement.

19. Knowing and Voluntary Agreement

The Parties have entered into this Agreement voluntarily and with a complete and thorough understanding of its terms, meaning, and effect. Each of the undersigned is signing the Agreement voluntarily and freely, without coercion, having had the opportunity to read and raise questions about its meaning prior to signing.

20. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute together the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum Lease, For Recordation and Statement of Federal Interest.

CRYSTAL STAIRS, INC.

TENANT

By: _____

Jackie B. Majors

Title: Chief Executive Officer

Dated: this _____ day of _____, 20_____

CITY OF COMPTON

Recommended for Approval:

By: _____

Name: _____

Title: _____

Dated: this _____ day of _____, 20_____

Approved by:

By: _____

Name: _____

Title: _____

Dated: this _____ day of _____, 20_____

Approved as to form:

By: _____

Name: _____

Title: _____

Dated: this _____ day of _____, 20_____

EXHIBIT A

THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY, STATE OF CALIFORNIA.

ASSESSORS PARCEL NO. 6153-024-901

1/2 VAC ST ADJ ON S AND LOT 3 AND S 15 FT (MEASURED AT R/A TO S LINE) OF LOT 4 TRACT NO 4375 AND S 15 FT (MEASURED AT R/A TO S LINE) OF LOTS 1, 2, 3, 4, 5, 6 AND M BLK L AND 1/2 VAC ST ADJ ON S AND LOTS 8 AND 9 BLK L TRACT NO 4368

AND

ASSESSORS PARCEL NO. 6153-024-902

(EX OF ST) LOT 1 AND 1/2 VAC ST ADJ ON N AND LOT 2 TR NO 4375 AND VAC ST ADJ ON N AND LOTS 1, 2, 3, 4 AND 5 AND 1/2 VAC ST ADJ ON N AND LOTS 6 AND 7 AND (EX OF ST) LOTS 8, 9, 10, 11, 12, 13 AND 14 BLK M AND LOTS 10, 11, 12, 13 AND 14 BLK L TR NO 4368

COMMONLY KNOWN AS: 1108 North Oleander Avenue, Compton, CA 90220

EXHIBIT B

LEASE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGEMENT

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES

On _____, before me, _____
(insert name and title of the officer)

personally appeared _____

_____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

ACKNOWLEDGEMENT

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES

On _____, before me, _____
(insert name and title of the officer)

personally appeared _____

_____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

April 2, 2019

TO: MAYOR AND COUNCILMEMBERS

FROM: DELMONSHA GREEN, DIRECTOR
COMPTON LOCAL HOUSING AUTHORITY

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE LOCAL HOUSING AUTHORITY'S 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS ($18,000)

SUMMARY

Adoption of this resolution will authorize an amendment to the 2018-2019 Fiscal Year budget to transfer Eighteen Thousand Dollars ($18,000) between accounts in the Local Housing Authority's budget to accommodate projected expenditures through the remainder of Fiscal Year 2018-2019.

BACKGROUND

The Compton Local Housing Authority ("LHA") is a program funded by the federal government. This program assists very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market. The LHA receives federal funds from the U.S. Department of Housing and Urban Development (HUD) to administer the voucher program.

STATEMENT OF THE ISSUE

A budget amendment is necessary to accommodate projected expenditures; such as paying rents for participants porting to other jurisdictions for the remainder of this fiscal year.

FINANCIAL IMPACT

If this resolution is adopted, the funds that are advanced at this time will obviate the need to make payments in the near future. A budget amendment is necessary in order to reconcile negative balances and accommodate 2018-2019 projected expenditures in specific line item accounts. It is requested that the fiscal year budget of the LHA be amended to transfer funds between accounts as follows:

From	Amount	Description
2820-000-000-4285	$ 18,000	HAP

To	Amount	Description
2820-790-000-4208	$ 18,000	HAP

The Urban Community Development Commission ("UCDC") is the governing body of the Compton Local Housing Authority, thus a companion resolution has been presented to that legislative body for authorization to transfer the funds between accounts. The LHA's budget, however, is controlled by the City Council therefore; Council approval is needed for the budget amendment.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution to amend the Local Housing Authority's Fiscal Year 2018-2019 budget.

DELMONSHA GREEN, DIRECTOR
COMPTON LOCAL HOUSING AUTHORITY

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE LOCAL HOUSING AUTHORITY'S 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS ($18,000)

WHEREAS, the Compton Local Housing Authority ("LHA") receives funds from the U.S. Department of Housing and Urban Development (HUD) to assist low-income families, the elderly and the disabled to afford decent, safe and sanitary housing in the private market; and

WHEREAS, the LHA is designated by HUD to administer the voucher program, which provides rental subsidies to very-low and low- income families; and

WHEREAS, a budget amendment is necessary to accommodate projected expenditures; such as paying rents for participants porting to other jurisdictions for the remainder of this fiscal year; and

WHEREAS, a budget amendment is necessary to accommodate projected expenditures in accounts within the LHA's budget through the remainder of the 2018-2019 fiscal year; and

WHEREAS, funds for the transfer between accounts are available in the Fiscal Year 2018-2019 Budget; and

WHEREAS, the funds that are advanced at this time will obviate the need to make payments in the near future.

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

Section 1. That the 2018-2019 Fiscal Year budget shall be amended to transfer Eighteen Thousand Dollars ($18,000.00) between accounts in the Local Housing Authority's budget to accommodate projected expenditures through the remainder of Fiscal Year 2018-2019, as follows:

From	Account Description	Amount
2820-000-000-4285	HAP	$18,000
To		
2820-790-000-4208	HAP	$18,000

Section 2. That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller and the Compton Local Housing Authority.

Section 3. 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, 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 Clerk at a regular meeting thereof held on the ____ day of _____, 2019.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

April 2, 2019

TO: **MAYOR AND CITY COUNCIL**

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

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A COST SHARING COOPERATIVE AGREEMENT WITH THE CITY OF PARAMOUNT FOR DESIGN, CONSTRUCTION ENGINEERING AND INSPECTION, PROJECT MANAGEMENT AND ADMINISTRATION OF THE STREET SLURRY AND RE-STRIPPING PROJECT FOR HUNSAKER AVENUE ($46,995)**

SUMMARY

This resolution authorizes the City Manager to enter into a cost-sharing cooperative agreement with the City of Paramount, including any necessary amendments thereto, for the street rehabilitation project for Hunsaker Avenue, including project design, construction engineering and inspection, project management and administration. It is estimated that the City of Compton's share of the total project cost of $102,995.00 will be $46,995.00.

BACKGROUND

The street infrastructure on Hunsaker Avenue between City of Paramount's west city limits and the easterly half of Hunsaker Avenue is in need of rehabilitation. Plans, specifications, and cost estimates for the improvement of Hunsaker Avenue were prepared by the City of Paramount.

The Hunsaker Avenue rehabilitation work consists primarily of pavement crack filling, rubberized slurry, traffic striping, markings and markers, traffic control, water quality best management practices, and related improvements. The improvements will help channel vehicles and will reduce the reoccurring speeding violations and the act of vehicles spinning circles on the existing street.

STATEMENT OF ISSUE

The Hunsaker Avenue Improvement Project is located in the City of Paramount ("Paramount") and the City of Compton ("Compton"). However, due to the location of the Paramount/Compton city boundary in the vicinity of the Hunsaker Avenue, work within Compton was included in the project to facilitate pavement rehabilitation and stripping work.

According to Paramount staff, the project is certified as categorically exempt in 2018, thus no further action is required to comply with the California Environmental Quality Act ("CEQA"). This project was advertised in the Paramount Journal on January 31, 2019 and two (2) bids were received on February 25, 2019; to wit: All American Asphalt in the amount of $1,737,700.00 and Hardy & Harper in the amount of $1,940,000.00. After review of the bids by Paramount staff, it was determined that All American Asphalt was the lowest responsible bidder. On review of Paramount's procurement process, it appears that their process does satisfy Compton's procurement and contracting procedures.

On March 5, 2019, the Paramount City Council approved this project and authorized the award of the construction improvement contract to All American Asphalt. Paramount request that Compton share in the project cost for that portion of project performed within Compton's city boundaries.

Joining with Paramount in sharing the costs of this project will facilitate pavement rehabilitation work, minimize public inconvenience and save Compton staff resources and funds that would need to be expended if Compton were to procure rehabilitation of Hunsaker Avenue within Compton boundaries on its own.

FISCAL IMPACT

The final cost for the entire project is estimated at $102,995.00 and Compton's share is estimated at $46,995.00, budgeted and prorated as follows:

Item Description	Compton	Paramount	Total Budget
Estimated Construction Cost	$ 46,995	$ 40,000	$86,995
Construction Contingency (10%)	Included	Included	Included
Design Services (10%)	0	$ 8,000	$ 8,000
Const. Engrt., Const. Inspect., Project Mgmt. & Admin. (10%)	0	$ 8,000	$ 8,000
Subtotal	$ 46,995	$ 56,000	$102,995
Budget Total	**$46,995**	**$56,000**	**$102,995**

Funds in the amount of $46,995.00 are available in the Public Works Fiscal Year 2018-2019 budget in Account No. 1900-710-000-4266.

ALTERNATIVE

To facilitate pavement rehabilitation work and minimize public inconvenience, no alternative is recommended.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

WENDELL JOHNSON, P.E., DIRECTOR
PUBLIC WORKS DEPARMENT

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 COST SHARING COOPERATIVE AGREEMENT WITH THE CITY OF PARAMOUNT FOR DESIGN, CONSTRUCTION ENGINEERING AND INSPECTION, PROJECT MANAGEMENT AND ADMINISTRATION OF THE STREET SLURRY AND RE-STRIPPING PROJECT FOR HUNSAKER AVENUE ($46,995)

WHEREAS, the street infrastructure on Hunsaker Avenue between City of Paramount's west city limits and the easterly half of Hunsaker Avenue is in need of rehabilitation;

WHEREAS, the City of Paramount's Hunsaker Avenue Improvement Project is located in the City of Paramount ("Paramount") and the City of Compton ("Compton") and due to the location of the Paramount/Compton city boundary in the vicinity of the Hunsaker Avenue, work within Compton was included in the project to facilitate pavement rehabilitation and stripping work; and

WHEREAS, the plans, specifications, and cost estimates for the improvement of Hunsaker Avenue were prepared by Paramount and rehabilitation work consists primarily of pavement crack filing, rubberized slurry, traffic striping, markings and markers, traffic control, water quality best management practices, and related improvements; and

WHEREAS, according to Paramount staff, the project is certified as categorically exempt in 2018, thus no further action is required to comply with the California Environmental Quality Act (CEQA); and

WHEREAS, on review of Paramount's procurement process, it appears that their process does satisfy Compton's procurement and contracting procedures; and

WHEREAS, on March 5, 2019, the Paramount City Council approved this project and authorized the award of the construction improvement contract to All American Asphalt and Paramount request that Compton share in the project cost for that portion of project performed within Compton's city boundaries.

WHEREAS, joining with Paramount in sharing the costs of this project will facilitate pavement rehabilitation work, minimize public inconvenience and save Compton staff resources and funds that would need to be expended if Compton were to procure rehabilitation of Hunsaker Avenue within Compton boundaries on its own; and

WHEREAS, the final cost for the entire project is estimated at $102,995.00 and Compton's share is estimated at $46,995.00, budgeted and prorated as follows:

Item Description	Compton	Paramount	Total Budget
Estimated Construction Cost	$ 46,995	$ 40,000	$86,995
Construction Contingency (10%)	Included	Included	Included
Design Services (10%)	0	$ 8,000	$ 8,000
Const. Engrt., Const. Inspect., Project Mgmt. & Admin. (10%)	0	$ 8,000	$ 8,000
Subtotal	$ 46,995	$ 56,000	$102,995
Budget Total	**$46,995**	**$56,000**	**$102,995**

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

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a cost-sharing cooperative agreement with the City of Paramount, including any necessary amendments thereto, for the street rehabilitation project for Hunsaker Avenue, including project design, construction engineering and inspection, project management and administration, wherein it is estimated that the City of Compton's share of the total project cost of $102,995.00 will be $46,995.00.

SECTION 2. That funds in the amount of $46,995.00 are available in the Public Works Fiscal Year 2018-2019 budget in Account No. 1900-710-000-4266.

SECTION 3. That a purchase order in the amount of $46,995.00 is hereby authorized to be issued to the City of Paramount.

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

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

ADOPTED this ____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

FUNDING AGREEMENT FOR HUNSAKER AVENUE IMPROVEMENTS BETWEEN THE CITY OF PARAMOUNT AND THE CITY OF COMPTON

THIS FUNDING AGREEMENT ("Agreement") is made as of the _____ day of 2019, by and between the City of Paramount, a municipal corporation, having its principal office at 16400 Colorado Avenue, Paramount, CA 90723 ("PARAMOUNT") and the City of Compton, a municipal corporation, having its principal office at 205 South Willowbrook Avenue, Compton, CA 90220 ("COMPTON").

WITNESSETH:

WHEREAS, Hunsaker Avenue, between Alondra Boulevard and Myrrh Street, is partly in COMPTON and partly in PARAMOUNT. It is mutually agreed that this section of Hunsaker Avenue is in need of a slurry seal and restriping to address traffic concerns; and

WHEREAS, PARAMOUNT is willing to include that portion of Hunsaker Avenue, between Alondra Boulevard and Myrrh Street that is within COMPTON for a slurry seal and restriping as part of its Spring 2019 Neighborhood Street Improvement Project ("PROJECT").

WHEREAS, PARAMOUNT is requesting that COMPTON join PARAMOUNT in improving Hunsaker Avenue, including the COMPTON portion; and

WHEREAS, COMPTON is willing to join PARAMOUNT by including the COMPTON portion in the project.

WHEREAS, PARAMOUNT will design, , and will be solely responsible for the bidding process, award, inspection and administration of the construction of the project.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions herein contained, the parties agree as follows:

A. The boundary line separating COMPTON and PARAMOUNT runs down the middle of the street. Therefore, the fair share of construction cost will be 50 percent for COMPTON and 50 percent for PARAMOUNT. Prior to commencing work, PARAMOUNT shall provide to COMPTON a detailed good faith estimate of COMPTON's Project Costs and obtain COMPTON's approval of the same from its Director of Public Works prior to proceeding forward with the COMPTON portion. Upon submission of all required applications and payment of all applicable fees, COMPTON agrees to issue to Contractor all necessary permits required to perform and complete COMPTON's portion of the Project based on the construction plans approved by COMPTON.

B. COMPTON agrees to pay COMPTON's portion of the slurry seal and restriping within sixty (60) days of the receipt by PARAMOUNT of the invoiced amounts, which PARAMOUNT shall reasonably approve in a timely manner.

C. PARAMOUNT and COMPTON agree to be responsible for the maintenance of the improvements constructed within their respective city boundaries upon completion and acceptance of the Project. PARAMOUNT shall not accept the Project as complete without consulting with and obtaining the consent of COMPTON. From and after the completion of COMPTON's portion, PARAMOUNT shall not be responsible for any costs including but not limited to maintenance costs associated with COMPTON's portion.

D. PARAMOUNT shall use its best efforts to complete the Project within the engineer's estimates set forth in or otherwise implied by the P.W. Contract ("Engineer's Estimates"). COMPTON acknowledges that the Project Costs may exceed the engineer's estimates approved by COMPTON during the term of the P.W. Contract.

E. PARAMOUNT shall require the Contractor to indemnify and defend COMPTON in the same manner that PARAMOUNT is indemnified by Contractor under the P.W. Contract. PARAMOUNT shall require Contractor to name both PARAMOUNT and COMPTON as additional insureds on all insurance policies, including endorsements which Contractor obtains related to the Project ("Insurance Policies"). Any Insurance Policies shall be regarded as primary insurance underlying any other insurance available to COMPTON.

F. Except as expressly set forth herein, PARAMOUNT has not made and disclaims any representation or warranty, whether express or implied, and whether by common law, statute, or otherwise, regarding Contractor's fitness to undertake the California Project.

G. The representatives of the respective parties who are primarily responsible for the administration of this Agreement, and to whom formal notices, demands and communications shall be given, are as follows:

The principal representative of the City of Compton shall be:

Wendell Johnson
Director of Public Works
205 South Willowbrook Avenue
Compton, CA 90220
(310) 605-5500

The principal representative of the City of Paramount shall be:

Adriana Figueroa
Public Works Director
16400 Colorado Avenue
Paramount, CA 90723
(562) 220-2100

H. Disputes regarding the interpretation or application of any provisions of this Agreement shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties

I. This Agreement is covered by the laws of the State of California. Any action relating to this Agreement, whether in law or in equity, must be filed in the Los Angeles Superior Court, Southeast Judicial District.

J. To the extent that PARAMOUNT has the right under the P.W. Contract or otherwise at law to terminate the P.W. Contract and/or replace the Contractor, PARAMOUNT reserves the right to do so at any time and for any reason, but shall consult with COMPTON before finalizing a decision to terminate the P.W. Contract or replace the Contractor.

K. To the extent that PARAMOUNT has the right under the P.W. Contract or otherwise at law to temporarily suspend or permanently abandon the Project, PARAMOUNT shall consult with COMPTON before finalizing any decision to suspend or abandon the project.

L. The terms, conditions, and provisions hereof shall extend to and be binding upon the parties hereto, their successors and assigns. PARAMOUNT may not transfer or assign this Agreement without COMPTON's prior written consent, which consent shall not be unreasonably withheld.

IN WITNESS THEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

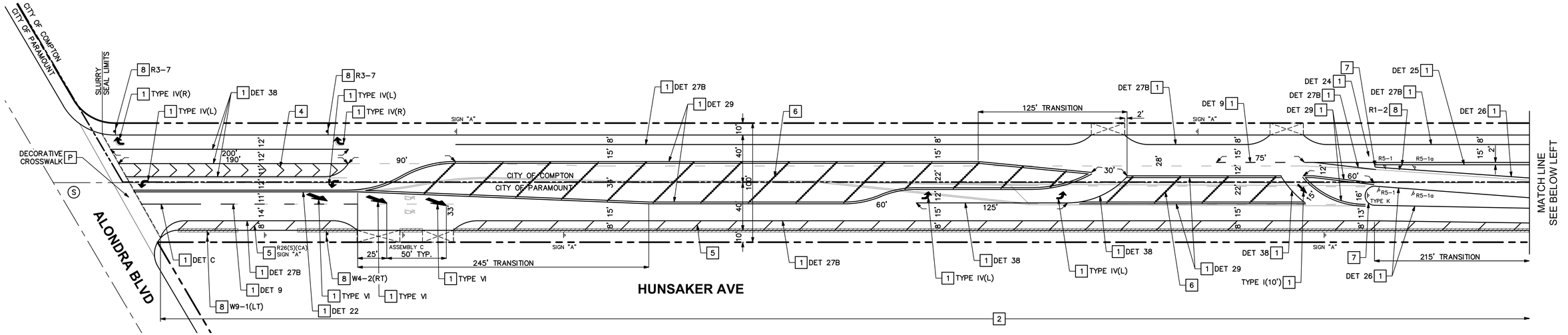
CITY OF COMPTON:	**CITY OF PARAMOUNT:**
_____	_____
Cecil W. Rhambo, City Manager	Diane J. Martinez, Mayor
ATTEST:	**ATTEST:**
_____	_____
Alita Godwin, City Clerk	Lana Chikami, City Clerk

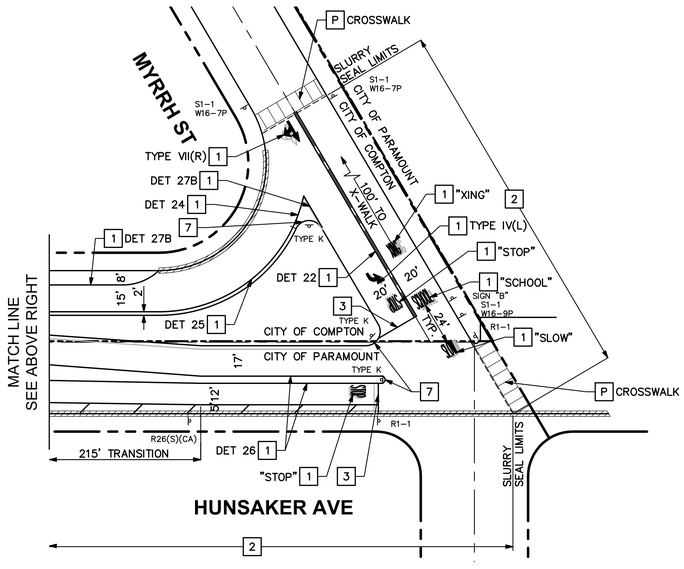
APPROVED AS TO FORM:

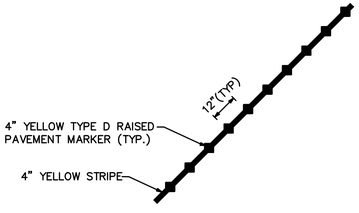
_____
Craig Cornwell, City Attorney

APPROVED AS TO FORM:

_____
John E. Cavanaugh, City Attorney



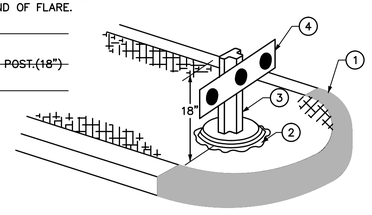




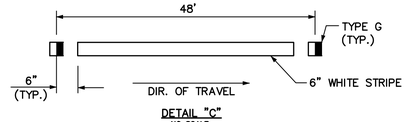
DETAIL "A"
NO SCALE

NOTES:

1. INSTALL HIGH REFLECTIVITY YELLOW PAINT ON CURB FACE. EXTEND PAINT ON TOP OF CURB AND CURB FACE TO BC, EC, OR END OF FLARE.
2. EPOXY
3. SERIES 400 REPO POST.(18")
4. TYPE K MARKER.



DETAIL "B"
NO SCALE



DETAIL "C"
NO SCALE

SIGNING AND STRIPING GENERAL NOTES:

1. SIGNING AND STRIPING AND THE INSTALLATION THEREOF SHALL CONFORM TO CALTRANS STANDARD PLANS AND SPECIFICATIONS, DATED 2015, THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CALIFORNIA MUTCD), DATED NOVEMBER 2014, THIS PLAN AND THE SPECIAL PROVISIONS.
2. ALL STRIPING DETAILS, PAVEMENT LEGENDS, AND CROSSWALKS SHALL BE THERMOPLASTIC WITH ENHANCED WET-NIGHT VISIBILITY. CURB MARKINGS SHALL BE PAINT, 2 COATS.
3. PAVEMENT LEGENDS SHALL CONFORM TO AGENCY'S STENCILS. CONTRACTOR SHALL VERIFY STENCILS WITH CITY PRIOR TO STRIPING INSTALLATION.
4. INSTALL TWO-WAY BLUE REFLECTIVE MARKERS AT EVERY FIRE HYDRANT.
5. REMOVAL OF CONFLICTING STRIPING AND PAVEMENT LEGENDS SHALL BE BY WET SANDBLASTING. STRIPING REMOVALS SHALL INCLUDE REMOVING RAISED PAVEMENT MARKERS.
6. CONTRACTOR SHALL REPAINT ALL EXISTING CURB MARKINGS AS SHOWN ON THE PLANS AND AS NOTED IN THE LEGEND. CURB MARKINGS SHALL BE PAINT, 2 COATS.
7. **CONTRACTOR SHALL REMOVE AND REPLACE IN KIND ALL REGULATORY AND WARNING SIGNS THROUGHOUT PROJECT LIMITS INCLUDING UP TO 100' ON THE SIDE STREETS. REPLACE IN KIND INCLUDES SIGN DIMENSIONS OR SIZE BEING EQUAL TO THOSE PRESENTLY IN THE FIELD. APPROXIMATELY 25 SIGNS TO BE REPLACED.**

SIGNING AND STRIPING CONSTRUCTION NOTES:

1. INSTALL STRIPING DETAIL (INCLUDING RAISED PAVEMENT MARKERS) OR PAVEMENT MARKING AS INDICATED.
2. REMOVE CONFLICTING STRIPING BY WET SANDBLASTING.
3. INSTALL 12" WHITE LIMIT LINE.
4. INSTALL 12" WHITE CHEVRONS AT 15' O.C.
5. INSTALL 8" WHITE 45° DIAGONALS AT 30' O.C.
6. INSTALL 4" YELLOW 45° DIAGONAL WITH 4" YELLOW TYPE D RAISED PAVEMENT MARKER PER DETAIL "A" AT 40' O.C.
7. RE-PAINT MEDIAN NOSE YELLOW PER DETAIL "B."
8. INSTALL SIGN(S) AND POST AS SHOWN.

LEGEND

- = RE-PAINT EXISTING RED CURB
- ----- = SLURRY SEAL LIMIT
- (S) = SIGNALIZED INTERSECTION

SIGN "A"

SIGN "B"

SCALE: 1"=40'

DIGALERT
DIAL/LOG-ON BEFORE YOU DIG
2 WORKING DAYS BEFORE YOU DIG
www.digalert.org
DIAL: 811
A PUBLIC SERVICE BY UNDERGROUND SERVICE ALERT

811 Know what's below. Call before you dig.

REGISTERED PROFESSIONAL ENGINEER
JEFFREY LAU
NO. 83887
EXP. 09-30-19
CIVIL
STATE OF CALIFORNIA

PLANS PREPARED BY:
WILLDAN Engineering extending your reach
13191 CROSSROADS PARKWAY NORTH
SUITE 405 INDUSTRY, CA 91746-3497
(562) 908-6200
UNDER THE SUPERVISION OF

JEFFREY LAU RCE 83887 DATE

APPROVED BY:

WENDELL JOHNSON RCE 66340 DATE

BENCH MARK:
NO. _____ ELEV. _____
DATE ADJ. _____ QUAD. _____

SEE PLAN

REVISIONS			
NO.	DESCRIPTION	APP.	DATE

CITY OF PARAMOUNT

SIGNING AND STRIPING

HUNSAKER AVENUE
ALONDRA BLVD TO MYRRH ST

DRAWN BY : KC
DESIGNED BY : MA/KC
CHECKED BY : JL

SHT. 1 OF 1 SHTS

PLAN NO.

Directory Path: i:\Traffic\jn101600 PMT-TE\Hunsaker North of Alondra\181001 Alondra and Hunsaker Striping Plan.dwg, Date: 10/01/18

PARAMOUNT
The City
AGENDA REPORT

To: Honorable City Council

From: John Moreno, City Manager

By: Adriana Figueroa, Public Works Director
Sarah Ho, Assistant Public Works Director

Date: March 5, 2019

Subject: AWARD OF CONTRACT FOR CONSTRUCTION OF THE NEIGHBORHOOD STREET RESURFACING IMPROVEMENTS (CITY PROJECT NO. 9931)

On February 25, 2019, Public Works staff opened and examined the bids for the neighborhood street resurfacing improvements. The bids were opened at 11:00 AM in the City Hall Council Chambers.

Two (2) bids were received and the apparent low bid submitted by All American Asphalt amounted to $1,737,700, which is above the budgeted amount of $1,500,000. Attached is a list of bidders. As this project will carry over into the next fiscal year, the difference will be funded from unobligated SB1 and Measure M funds from the FY 20 budget.

Under this project, the following streets will be resurfaced:

Street Location	Beginning	End
San Juan Street	El Camino Avenue	Dills Park
San Miguel Street	El Camino Avenue	Dills Park
San Vincente Street	Orange Avenue	Dills Park
San Mateo Street	San Marino Avenue	Dills Park
San Marcus Street	San Marino Avenue	Dills Park
San Luis Street	San Marino Avenue	San Jose Avenue
San Antonio Avenue	San Vincente Street	San Luis Street
San Jose Avenue	San Vincente Street	San Luis Street
Motz Street	Orange Avenue	Hunsaker Avenue
Marcelle Street	Orange Avenue	Ansmith Avenue
Ansmith Avenue	72nd Street	Motz Street
Grant Avenue	Golden Avenue	North City Limits
Golden Avenue	Downey Avenue	Grant Avenue

Also, as part of this project, several streets will be slurry sealed. The attached map indicates these locations.

RECOMMENDED ACTION

It is recommended that the City Council approve the plans and specifications, award the contract for construction of the neighborhood street resurfacing improvements to All American Asphalt, Corona, California, in the amount of $1,737,700, and authorize the Mayor to execute the agreement.

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF PARAMOUNT)

I, Lana Chikami, City Clerk of the City of Paramount, California, DO HEREBY CERTIFY that the City Council of the City of Paramount took the following action at their March 5, 2019 meeting:

AWARD OF CONTRACT
NEIGHBORHOOD STREET RESURFACING IMPROVEMENTS
CITY PROJECT NO. 9931

APPROVED THE PLANS AND SPECIFICATIONS, AWARDED THE CONTRACT FOR CONSTRUCTION OF THE NEIGHBORHOOD STREET RESURFACING IMPROVEMENTS TO ALL AMERICAN ASPHALT, CORONA, CALIFORNIA, IN THE AMOUNT OF $1,737,700, AND AUTHORIZED THE MAYOR TO EXECUTE THE AGREEMENT.

ROLL CALL VOTE:

AYES: COUNCILMEMBERS Guillen, Hofmeyer, Lemons; Vice Mayor Hansen; and Mayor Martinez

A copy of the agenda report is attached.

Dated: March 12, 2019

Lana Chikami, City Clerk

(SEAL)

H:\CITYMANAGER\CERTIF\CCACTION#4&RPT.DOC; 3/12/2019 11:43:19 AM

JOB NAME: NEIGHBORHOOD STREET IMPROVEMENTS

PROJECT NO.: 9931

BID DATE: MONDAY, FEBRUARY 25, 2018 BID TIME: 11:00 AM

	Company Name	*Company Address*	*Bid Amount*
1	ALL AMERICAN ASPHALT	P.O. BOX 2229 CORONA, CA 92878	$1,737,700.00
2	HARDY & HARPER	1312 E. WARNER SANTA ANA, CA 92705	$1,940,000.00

CIP 9931

MARCH 5, 2019

AWARD OF CONTRACT

NEIGHBORHOOD STREET RESURFACING IMPROVEMENTS

(CITY PROJECT NO. 9931)

MOTION IN ORDER:

APPROVE THE PLANS AND SPECIFICATIONS, AWARD THE CONTRACT FOR CONSTRUCTION OF THE NEIGHBORHOOD STREET RESURFACING IMPROVEMENTS TO ALL AMERICAN ASPHALT, CORONA, CALIFORNIA, IN THE AMOUNT OF $1,737,700, AND AUTHORIZE THE MAYOR TO EXECUTE THE AGREEMENT.

MOTION:	ROLL CALL VOTE:
MOVED BY: _____	AYES: _____
SECONDED BY: _____	NOES: _____
[ ] APPROVED	ABSENT: _____
[ ] DENIED	ABSTAIN: _____

April 2, 2019

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **DEAN L. JONES, SR., ECONOMIC DEVELOPMENT SPECIALIST**
CITY MANAGER'S OFFICE

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ELECTRIC VEHICLE SUPPLY EQUIPMENT TRANSFER AGREEMENT WITH AND ACCEPTING OWNERSHIP OF 100 ELECTRIC VEHICLE CHARGING STATIONS FROM THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT**

SUMMARY

Adoption of the attached resolution will authorize the City Manager to enter into an Electric Vehicle Supply Equipment Transfer Agreement with the South Coast Air Quality Management District, accepting ownership of One Hundred (100) Electric Vehicle Charging Stations from the South Coast Air Quality Management District ("District") at (potentially) no cost to the City.

BACKGROUND

The City has the opportunity to receive a donation of One Hundred (100) Electric Vehicle ("EV") Charging Stations compliments of the Los Angeles Economic Development Corporation ("LAEDC"). The EV Charging Stations are part of a community development program operated by the Mercedes Benz Corporation ("MB Corporation") that is contributing KEBA KeContact Level 2 EV Charging units to help cities with their respective environmental impact. The EV Charging Stations are prioritized for Compton as a low-income community, where the City is responsible for installation, permit costs, electrical upgrades, meters, and any other ancillary costs.

The LAEDC initiated the donation of the EV Charging Stations that are being made available through the MB Corporation. The LAEDC included Compton for this donation from its participation as a "Most Business Friendly City" finalist in their 2017 and 2018 countywide annual program.

The City is exploring locations to install the 100 EV Charging Stations at City Hall, public schools, major shopping hubs, Dollarhide (old and new) Community Centers, the Civic Center, Compton College, County Library, Compton Sheriff's Station, and the Walnut Street industrial corridor is involved with an EV Charging Station "best use" as part of the Artesia METRO Light Rail Station development.

STATEMENT OF ISSUE

The examination of electric powered vehicles in the State of California is offering a greater diversity of fuel choices available for transportation. The United States used nearly nine billion barrels of petroleum last year, two-thirds (2/3) of which went towards transportation. California Assembly Bill 32 ("AB 32") requires the state to reduce its Greenhouse Gas emissions to 1990 levels by 2020.

The City is contributing toward the full implementation of AB 32 that will help mitigate risks associated with climate change, while improving energy efficiency, expanding the use of renewable energy resources, cleaner transportation, and reducing waste. Making available EV Charging Stations encourages the use of EV's that can reduce the emissions, which once used will contribute to improving public health and reducing ecological damage.

As part of the City's General Plan, the inclusion of the air quality element underscores the City's commitment to improving the local air quality. The EV Charging Stations element serves as a local initiative that will be effective with improving air quality locally, as well as for the surrounding region. The EV Stations will help to represent a sustainable development that will encourage transit-oriented development in furthering the reduction of air quality emissions from local private vehicles.

Southern California Edison's Charge Ready Program:

Southern California Edison ("Edison") is offering, at **"no cost"** to, municipalities help to minimize significant funding resources associated with engineering and implementation of EV Charging Stations. Edison is currently working with various businesses and organizations to deploy qualified EV Charging Stations throughout Southern California. Through the "Charge Ready Program," Edison works to help alleviate the costs and complexities associated with the deployment of charging stations, thereby encouraging EV adoption in local communities to improve public health by reducing air pollution and greenhouse gas emissions. The City has applied to Edison to participate in Edison's EV Charging Station installation program. Edison is considering the City's application to determine whether the City's request fits within their program. The Charge Ready Program will support the City's implementation of EV Charging Stations as a "no cost" economic development program.

If authorized to enter into the proposed transfer agreement, staff proposes to temporarily store the donated units and suggests possible installation locations of the EV Charging Stations as follows:

02 Units	Centers for Sustainable Communities (NHS), 1051 W. Rosecrans Avenue
03 Units	Compton CareerLink / Compton Housing Authority, 700 North Bullis Road
03 Units	Volunteers of America, 600 North Alameda
03 Units	Compton Sheriff Station, 301 S. Willowbrook Avenue
05 Units	Compton Courthouse, 200 West Compton Boulevard
08 Units	Compton Towne Shopping Center, 100 – 209 East Compton Boulevard
08 Units	Gateway Town Center, 1789 East Alameda Street
08 Units	Compton College, 1111 E. Artesia Boulevard
10 Units	Douglas Dollarhide Community Center, 301 North Tamarind Avenue
10 Units	City Hall, 205 S. Willowbrook Avenue
15 Units	Walnut Industrial Business Corridor
25 Units	Compton Unified School District Schools (headquarters 501 S. Santa Fe Avenue)
100 Units	

Acceptance of the 100 EV Charging Stations requires a formal transfer agreement between the District and the City. Once executed, the District will make arrangements for the City to pick-up the EV Charging Stations at the District headquarters, located in Diamond Bar, California. The City will accept the EV Charging Stations on an "as is" basis.

FINANCIAL IMPACT

If the City's application for Edison's Charge Ready Program is accepted, there should be no fiscal impact to the City. The costs associated with EV Charging Stations will be absorbed through the donations of the EV Charging Station units, and engineering/installation completed through the Edison Charge Ready Program. The City will record the units as a fixed asset.

Should the City's application to Edison be rejected, it is anticipated that the City's cost for engineering and installation costs are estimated at $370,000.00, for which the City will seek outside funding sources to cover the cost. The following spreadsheet represents a breakdown of these costs:

EV Charging Station Engineering and Implementation Cost Breakdown

	Description	Donated / In-kind	Labor Cost Per Unit	# of Units	Total Donated / In-Kind	Total Project City Costs, Without SCE Charge Ready Program
1	Charge Station Hardware	$2,000.00		100	$200,000.00	
2	Electrician Materials		$500.00	100		$50,000.00
3	Electrician Labor		$2,000.00	100		$200,000.00
4	Other Materials		$200.00	100		$20,000.00
5	Other Labor		$500.00	100		$50,000.00
6	Mobilization of Installer		$500.00	100		$50,000.00
7	Permitting Per Unit	$200.00		100	$20,000.00	
		$2,200.00	$3,700.00	100	$220,000.00	**$370,000.00**

Notes:

2 Conduit, Wire $150-$2.50 per ft.

3 Includes new breaker installation

4 Trenching/boring/Transformer (when needed) $25-$100 per foot

5 Mounting, signage, protection and restoration

6 Time requirement for working from home-base facility $250 - $500 per hour

Cost estimates propose that all public property installation of the described EV stations be subject to an exemption from building permit fees.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

DEAN L. JONES, SENIOR ECONOMIC DEVELOPMENT SPECIALIST
CITY MANAGER'S OFFICE

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ELECTRIC VEHICLE SUPPLY EQUIPMENT TRANSFER AGREEMENT WITH AND ACCEPTING OWNERSHIP OF 100 ELECTRIC VEHICLE CHARGING STATIONS FROM THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

WHEREAS, the City has the opportunity to receive a donation of One Hundred (100) Electric Vehicle ("EV") Charging Stations compliments of the Los Angeles Economic Development Corporation ("LAEDC"); and

WHEREAS, the EV Charging Stations are part of a community development program operated by the Mercedes Benz Corporation ("MB Corporation") that is contributing KEBA KeContact Level 2 EV Charging units to help cities with their respective environmental impact; and

WHEREAS, the City is exploring locations to install the 100 EV Charging Stations at City Hall, public schools, major shopping hubs, Dollarhide (old and new) Community Centers, the Civic Center, Compton College, County Library, Compton Sheriff's Station, and the Walnut Street industrial corridor is involved with an EV Charging Station "best use" as part of the Artesia METRO Light Rail Station development.

WHEREAS, examination of electric powered vehicles in the State of California is offering a greater diversity of fuel choices available for transportation and California Assembly Bill 32 ("AB 32") requires the state to reduce its Greenhouse Gas emissions to 1990 levels by 2020; and

WHEREAS, the City is contributing toward the full implementation of AB 32 that will help mitigate risks associated with climate change, while improving energy efficiency, expanding the use of renewable energy resources, cleaner transportation, and reducing waste. Making available EV Charging Stations encourages the use of EV's that can reduce the emissions, which once used will contribute to improving public health and reducing ecological damage; and

WHEREAS, Southern California Edison ("Edison") is offering, at **"no cost"** to municipalities, help to minimize significant funding resources associated with engineering and implementation of EV Charging Stations; and

WHEREAS, through the "Charge Ready Program," Edison works to help alleviate the costs and complexities associated with the deployment of charging stations, thereby encouraging EV adoption in local communities to improve public health by reducing air pollution and greenhouse gas emissions; and

WHEREAS, the City has applied to Edison to participate in Edison's EV Charging Station installation program, approval of which will support the City's implementation of EV Charging Stations as a "no cost" economic development program; and

WHEREAS, acceptance of the 100 EV Charging Stations requires a formal transfer agreement between the District and the City and once executed, the District will make arrangements for the City to pick-up the EV Charging Stations at the District headquarters, located in Diamond Bar, California which will be accepted on an "as is" basis.

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into an Electric Vehicle Supply Equipment Transfer Agreement with and accepting ownership of One Hundred (100) Electric Vehicle Charging Stations from the South Coast Air Quality Management District ("District").

SECTION 2. That if the City's application for Edison's Charge Ready Program is accepted, there should be no fiscal impact to the City in that the costs associated with EV Charging Stations will be absorbed through the donations of the Electric Vehicle Charging Station units, and engineering/installation completed through the Edison Charge Ready Program. The City will record the units as a fixed asset.

SECTION 3. That should the City's application to Edison be rejected, it is anticipated that the City's cost for engineering and installation costs are estimated at $370,000.00, for which the City will seek outside funding sources to cover the cost.

SECTION 4. That all Electric Vehicle Charging Stations installed on publicly owned property shall be exempted from City of Compton building permit fees.

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

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

ADOPTED this _____ day of _____, 2019

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

ELECTRIC VEHICLE SUPPLY EQUIPMENT TRANSFER AGREEMENT

This Electric Vehicle Supply Equipment Transfer Agreement ("Agreement") is made this 21st day of November 2018, by and between the City of Compton ("Compton"), located at 205 South Willowbrook Avenue, Compton, California 90220 and the SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT ("District"), a public agency located at 21865 Copley Drive, Diamond Bar, California 91765, regarding the transfer of ownership of ONE HUNDRED [100] Level 2 electric vehicle supply equipment (EVSE) to Compton.

1. Transfer of EVSE

The District certifies that it is the lawful owner of the EVSE described below. The District certifies that the EVSE, at the time of transfer, is free from all encumbrances, taxes, fees and liens except as those listed below.

QUANTITY	DESCRIPTION	MODEL NO.	SCAQMD FIXED ASSET TAG NO. / SERIAL NO.
100	KEBA KeContact Level 2 EVSE	P20	N/A not placed into SCAQMD fixed asset system

The District hereby grants and transfers ownership of the EVSE to Compton, free of charge, pursuant to the terms and conditions of this Agreement. The District will notify the City of Compton when the EVSE is ready for transfer. Compton shall make arrangements to pick up the EVSE at District Headquarters at the address identified above or at any other agreed upon location.

2. Maintenance/Repair

The District is not responsible for, and is not obligated to assist Compton in, the maintenance and repair of the EVSE.

3. WARRANTY DISCLAIMER. THE EQUIPMENT UNDER THIS AGREEMENT IS FURNISHED ON AN "AS IS" BASIS. THE DISTRICT HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE QUALITY AND SUITABILITY FOR USE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SCPPA MAY INSPECT THE EQUIPMENT AND ACCEPT OR REJECT THE EQUIPMENT PRIOR TO TRANSFER.

4. Disposition of Equipment

Compton shall distribute the EVSE to residents and entities located in disadvantaged and low-income communities. EVSE provided to residents shall prioritize residents who meet Compton low-income requirements. Compton will provide the EVSE at no cost to residents and entities but may require the residents and entities to be responsible for the cost of installation, permit costs, electrical upgrades, meters, and other ancillary costs.

5. Notices

Any notices from either party to the other shall be given in writing to the attention of the person(s) listed below, or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other. Notice shall be given by certified, express, or registered mail, return receipt requested, and shall be effective as of the date of receipt indicated on the return receipt card.

South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765
Attention: Patricia Kwon

City of Compton
205 S. Willowbrook Ave.
Compton, California 90220
Attention: Dean L. Jones

6. Indemnification

Compton shall defend, indemnify and hold harmless the District, its officers, agents and employees against any and all liability, loss, damages, judgments, legal fees, costs, lawsuits, demands, claims or any other expenses arising out of or relating to the operation of the equipment.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be duly executed on their behalf by their authorized representatives.

CITY OF COMPTON

_____ _____
Name: Date
Title:

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

_____ _____
Wayne Nastri Date
Executive Officer

Approve as to form
Bayron Gilchrist, General Counsel

_____

DocuSign

Please Review & Act on These Documents

Cassie Cuaresma
Southern California Edison

Please read the Electronic Record and Signature Disclosure.

I agree to use electronic records and signatures.

Select Start to begin START

DocuSign Envelope ID: DC5B6296-25B1-46DF-9573-32C42EEFB032

SOUTHERN CALIFORNIA EDISON®

Charge Ready Program
Reservation Request and Contract Agreement

Step 1 - Notice of Intent

Customer Participant Interest Section			
1.	Customer Participant: Dean L. Jones		
2.	SCE Account Number (optional): 2-33-746-7849		
3.	Federal Tax ID Number: 95-6000696		
4.	Name of Contact Person: Dean L. Jones		
5.	Email: dljones@comptoncity.org	6.	Phone Number: (310) 637-7248
7.	Name of SCE Account Manager, if known (optional): I Do Not Know		
8.	How did you hear about the Program? SCE Account Manager	9.	Charge Ready Vendor or Third Party Agent/Company Name (optional): So LA Partnership
10.	Name of Contact Person (optional):		
11.	Email (optional):	12.	Phone Number (optional):

Deployment Site			
13.	Site Description: 91 Freeway corridor (Gateway Shopping Plaza, Crystal Hotel, Industrial Park), Compton College, Sch		
14.	Site Address: 205 S WILLOWBROOK AVE		
15.	City, State, Zip: COMPTON	CA	90220-3134
16.	Existing SCE Service Account Number at the Site (optional):		
17.	Does Customer Participant have legal ownership of the Site: Yes		
18.	If No, indicate Property Owner:		
19.	Property Owner's Address:		
20.	Name of Property Owner Contact Person:		
21.	Email:	22.	Phone Number:

Select Sign Here to sign NEXT

28.	Approximately how many **Personal** Electric Vehicles (employees, visitors, residents, etc.) park at the Site daily? 100
29.	How many **Fleet** Electric Vehicles currently park at the Site daily? 100
30.	How many more **Fleet** Electric Vehicles, if any, are you planning to procure in the next **90 days**? 0
31.	How many, if any, Electric Vehicle **Charge Ports** (individual connectors, typically one to four per charging station) do you currently have on-site? 0
32.	Of these Electric Vehicle charge ports, how many are used exclusively by **Fleet Vehicles**? 0

Charge Ready Program Request

33.	Total Number of additional **Charge Ports** desired at Site (optional): 0
34.	What is the primary utilization for the requested Charge Ports? Workplace

Facility Availability for EV Access and Charging

35.	Preferred Charging Station Location (e.g., East Parking Lot on Michigan St; 1st Row) 1st Choice (optional): City Hall Underground 2nd Choice (optional): Shopping Plaza Street Level Parking Lot 3rd Choice (optional): Industrial Park Street Level Parking Lots
36.	Proposed Charging Station Location Type: Grade-level parking lot
37.	Do you have plans to add a Solar PV system or Energy Storage system to serve the Charging Stations? No

Please Upload the Following Documents to Complete This Notice of Intent

38.	Site plan showing your preferred location choices
39.	Civil plan with existing utilities for the site (aka, base map), if available (optional)

Participation in the Charge Ready Program by Customer Participant is subject to the terms and conditions set forth in Tariff Schedul

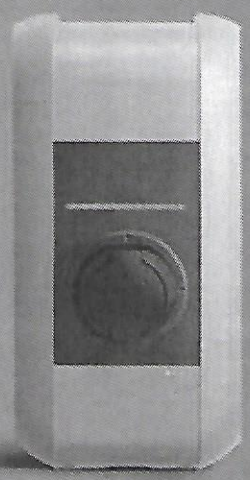
Certification by Customer Participant

By signing, I represent that the information provided in this Reservation Request and Contract Agreement is true, accurate and com
also hereby indicate my consent to execute this document electronically.

40.	Customer Participant Signature: Sign
41.	Name Printed: Cecil W. Rhambo, Jr.
42.	Title: City Manager
43.	Date: 1/7/2019

KEBA
WARNING
CAUTION
AVERTISSEMENT
ATTENTION
US LISTED

Fast and easy electric vehicle charging.



KeContact P20 – charging up to 10 times faster.
The charging point for fast and simple e-vehicle charging.

KEBA®

Automation by innovation.

KEBA – your specialist for smart and reliable charging solutions.

Choosing an electric vehicle represents a conscious decision to opt for sustainable mobility and is therefore an investment in a green future. Nonetheless, from a practical perspective e-mobility must be reliable, safe and simple.

E-mobility – a factor in a future, resource-friendly approach to the environment

Our mobility concepts past and present were and are based largely on fossil fuels such as oil. However, these energy sources place a burden on the environment and are limited, which against the background of a steady increase in traffic, results in the need for innovative forms of transport.

E-mobility facilitates the optimized employment of existing resources through the more efficient use of energy. Indeed, if the power requirement for e-mobility can be covered from renewable energy sources, CO_2 emissions can be reduced drastically, which will protect our environment.

KEBA – a competent partner in the e-mobility field

Four years ago, KEBA recognized the fact that the e-mobility field offers great future potential. Company know-how in the areas of payment solutions, machine design and manufacture, and security technology is now flowing steadily into the development of "smart charging solutions", thus providing simple operation, maximum safety and reliable operation.

Park and charge

Studies show that in future power charging and recharging will take place where e-vehicles are parked for longer than two hours. Such places include home garages, as well as underground and multi-storey car parks at shopping centers, company parking lots, or park & ride facilities. Current development indicates that these areas offer the greatest promise for the successful implementation of e-mobility in the coming years.

An individual charging point, or wall box, is essential for standard charging at home.

In semi- or fully public parking areas, a scalable solution for the simultaneous charging of several vehicles makes sense, subject to the proviso that the users can be identified. Above all, rapid charging reduces the anxieties relating to vehicle range and allows the constant maintenance of e-vehicle availability at a high level.

It is precisely these differing requirements that the **KeContact P20**, KEBA's charging point for the fast, easy and safe charging, meets in full.

KeContact P20 – Fast and easy electric vehicle charging.

With its KeContact P20 charging point, KEBA provides an optimum solution for the comfortable and, above all, rapid charging of e-vehicles. On the one hand, it is therefore especially suitable for private persons, who wish to secure the mobility of their e-vehicles as quickly as possible. On the other, all those providing electrified parking areas for longer stays can also benefit from the KeContact P20.

Modern design

The KeContact P20 has a convincing, attractive and modern design, which blends in perfectly in both in- and outdoor areas such as house and (underground) garage walls and carports.

Safe, straightforward installation

A specialist such as an electrician can provide skilled, correct and safe installation with the result that there are no obstacles to the simple use of the charging point. The KeContact P20 allows straightforward installation by one person and offers guided start-up for the support of initial system checks. Consequently, a generally expensive vehicle simulator is no longer required for installation. Moreover, a separate connection section means that the possibility of incorrect operation or damage caused by the electrician is excluded in advance.

Charging in minimum time

Charging with the KeContact P20 is up to ten times faster than that provided by a standard socket. Accordingly, depending on the vehicle type, charging generally only takes roughly an hour, which guarantees very high levels of e-vehicle availability.

Simple, intuitive operation

The KeContact P20 offers optimum feedback regarding current charging activities and the status of the charging point, thus ensuring simple, intuitive operation. Indeed, via the operating display with multicolored LEDs, the user has a complete overview of the charging process at all times and the ergonomic design of the system further increases operational comfort.

- Charging up to ten times faster with up to 22kW
- Charging according to ISO 61851 Mode 3 takes roughly an hour
- Different product variations suitable for any type of e-vehicle
- Operating display with multicolored LEDs

KeContact P20 – An all-in-one charging point for the home, semi-public and public areas.

Reliable and safe operation

The KeContact P20 naturally meets all legal requirements, standards and safety regulations. An integrated current, voltage and energy meter ensures that vehicles with differing cable cross-sections can be charged irrespective of the fusing of the charging point.

For reporting purposes, this multi-rating device (non-calibrated) also supplies operators with important information about charging activities.

The temperature derating function secures maximum availability. Should the permitted ambient temperature be exceeded, the charging point remains in operation and merely reduces the supply of electricity.

The value added of the KeContact P20 is supplied by additional functions:

Identification and authorization for use in semi-public and public areas

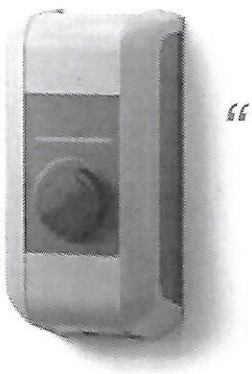
The KeContact P20 offers flexible operation. Various authorization possibilities ensure that only authorized persons are allowed to charge their e-vehicles at the charging point. The identification or authorization of the user either takes place via RFID according to ISO 14443, or a key switch, which with its half-cylinder can also be employed to lock the private entry door and is therefore ideal for use in apartment blocks.

Pedestal for widely differing installation conditions

The KeContact P20 offers a diversity of installation possibilities such as on walls. The high-quality, stainless steel pedestal (available as an option), which has been matched to the design of the device, is suitable for one or two charging points. This solution is ideal for use in car parks, where two respective parking spaces face one another. In addition, the pillar is also suitable for ceiling installation should the structural conditions so require.

The KeContact P20 as a communications interface

An Ethernet interface, which is available as an optional extra, facilitates simple connection with an existing DSL router on the one hand and is on the other hand already designed for the smart home integration of the future. In addition, a PLC modem (optional) furnishes linkage of the vehicle to the Internet, thus allowing operators and users to call up information regarding vehicle charging status.



“ With the KeContact P20 park and charge is up to ten times faster! ”

KeContact P20 – capable of dealing with any challenge.

Your advantages at a glance – Private persons with e-vehicles, companies with fleets and all parking facility operators can profit from the KeContact P20.

The advantages in overview:

Maximum safety during installation and operation

- All standards, safety regulations and accreditations are fulfilled
- Simple installation by a specialist (one person)
- Separate connecting section due to innovative system design
- Guided start-up for the support of initial system testing (installation mode means that a vehicle simulator is not required)

Maximum user-friendliness and operational simplicity

- Multicolor LEDs show the operating status
- Security against electricity theft, especially in apartment blocks, through simple identification via RFID or authorization with a key switch

Maximum availability

- Innovative technology for charging which is up to ten times faster than that provided by a standard socket

Additional operator benefits:

Maximum operator comfort

- User group limitation through various types of identification (RFID, key switch)

Maximum flexibility and investment protection

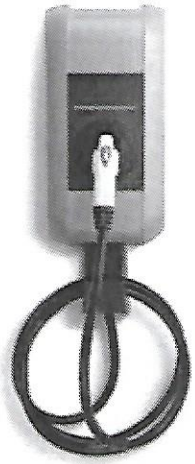
- Support of individual customer corporate design
- Various installation possibilities depending on the local situation, e.g. on the wall or using a pedestal for one or two charging points, also suitable for ceiling installation

Maximum availability

- Current, voltage and energy measurement allows the use of various cable cross-sections irrespective of charging point fusing
- Temperature derating should the permitted ambient temperature be exceeded

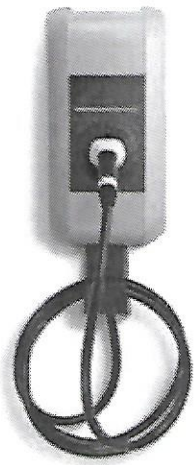
KeContact P20 – flexible variations for your specific needs.

KeContact P20 Type 1



- 1-phase
- Up to 7.4kW
- Up to 32A
- This charging point is mainly suitable for Japanese and US vehicles.

KeContact P20 Type 2 with fix cable



- 3-phase
- Up to 22kW
- Up to 32A
- This charging point is mainly suitable for European vehicles.

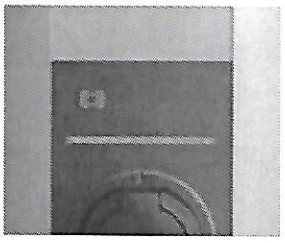
KeContact P20 Type 2

- 3-phase
- Up to 22kW
- Up to 32A
- Ideal for public and semi-public applications
- All e-vehicles can be charged with this product variation.

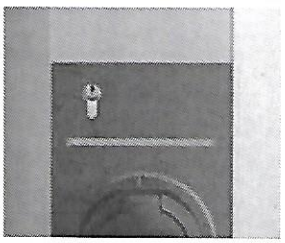
Please note: Actual charging performance is dependent upon the respective charger in the e-vehicle.

Additional product options for identification and authorization:

RFID



Key switch



Technical data

Installation variations
- Wall installation both in- and outdoors
  - optional installation on a pedestal for one or two charging points; also suitable for ceiling installation
- Surface mounted cabling from above or integrated from behind

Electrical data
- Rated current (configurable connected load): 10A, 13A, 16A, 20A, 25A or 30/32A
- Network voltage: 3x 230-400V / 208-240V
- Network frequency: 50 Hz / 60 Hz
- Overvoltage category: III pursuant to EN 60664
- RCD and MCB in house installations
- Potential-free output
- IN enable input for external enabling, e.g. ripple-control receiver
- Socket variations: Type 2 standard socket: 32A / 400 VAC pursuant to EN 62196-1 and VDE-AR-E 2623-2-2
- Cable variations: Type 1 cable with 32A / 230 VAC pursuant to EN 62196-1 and SAE-J1772, Type 2 cable with 32A / 400 VAC pursuant to EN 62196-1 and VDE-AR-E 2623-2-2
- Protection type: IP 54

Standards and directives
- Directives: 2004/108/EG, 2006/95/EG, 1999/5/EC R&TTE
- Standards Europe: IEC 61851-1, IEC 61851-22, IEC 62196-2, DIN EN 61439-1, IEC 61439-7, EN 61000-6-1, EN 61000-6-3
- Standards US/Canada: SAE J1772, UL 2594, UL 2231-1, UL 2231-2, CSA107.1, NEC, CFR

Environmental conditions
- Operating temperature range:
  - at 16A: -25° C to +50° C
  - at 32A: -25° C to +40° C
- Permitted relative humidity: 5% to 95% non-condensing
- Altitude: max. 2,000m above sea level

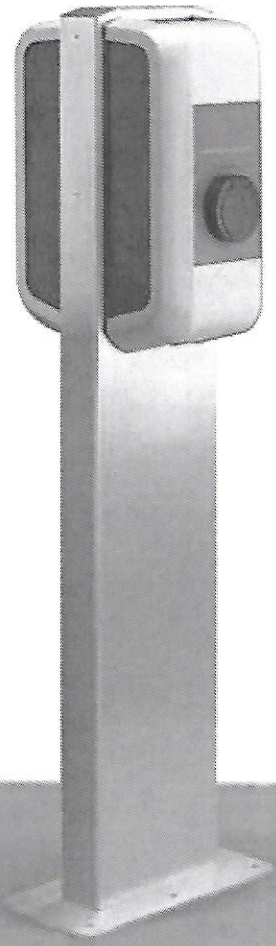
Colors
- Surfaces in RAL 7016 Anthracite Grey or RAL 7004 Signal Grey
- Design hood available as an extra component in special colors

Functions
- Mode 3 charging
- Operating display (multicolor LEDs) for differing operational status

Options
- Identification using RFID pursuant to ISO 14443 for Mifare product family RFID tags (e.g. Mifare 1K)
- Authorization using a key switch (half-cylinder not included in the scope of delivery)
- GreenPHY PLC modem homeplug
- Ethernet connection (RJ45) for debugging
- Ethernet connection LSA+ clamps for networking with the KeContact M10 (load management system) or for future smart home integration

Dimensions / Weight
- WxHxD: 240x495x163 mm (without cable)
- Weight: approx. 4.8 kg (variation-dependent)

Recommended installation height
Approx. 1,200 mm



KeContact P20 corresponds with current standards and the demands of e-vehicle manufacturers.

Fit for the future with KEBA.

Founded in 1968, KEBA AG is an internationally successful electronics company based in Linz/Austria with subsidiaries in Germany, Romania, Turkey, Italy, the Czech Republic, USA, Taiwan, Japan and China.

In line with its credo, "Automation by innovation" KEBA has been developing and producing inventive, top quality automation solutions for over 40 years for industrial, banking, services and energy automation branches. Indeed, as a result of competence, experience and courage, KEBA is the technology and innovation leader in its market segments. Extensive development and production expertise have proved a recipe for highest quality.

www.keba.com

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PEFC

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KEBA Group worldwide
Austria • China • Czech Republic • Germany • Italy
Japan • Romania • Taiwan • Turkey • USA

KEBA®
Automation by innovation.

April 2, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: RONERICK SIMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MAINTENANCE AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO *FIREMATIC SUPPLY COMPANY, INC.* FOR THE PURCHASE OF TWO (2) PARAMEDIC RESCUE SQUADS FOR THE FIRE DEPARTMENT ($390,990.23)

SUMMARY

The adoption of this Resolution will authorize the City Manager to enter into a maintenance agreement with and issue a purchase order in the amount of Three Hundred Ninety Thousand, Nine Hundred Ninety Dollars and Twenty-Three Cents ($390,990.23) to Firematic Supply Company, Inc. for the purchase of two (2) Paramedic Rescue Squads for the Compton Fire Department.

BACKGROUND

The Compton Fire Department's ("Fire Department") Paramedic Rescue Squads are essential to conduct safe and efficient emergency responses and operations. These Rescue Squads are required to meet the Department of Transportation and California Highway Patrol regulatory statutes concerning emergency vehicles.

The Fire Department's current Rescue Squads are eight (8) years old, or older, and due to the high volume of emergency responses, the costs of repair to this aging fleet are continuing to increase.

STATEMENT OF ISSUE

On March 6, 2019, a Request for Bids (RFB) was published by the City of Compton ("City") for two (2) Paramedic Rescue Squads. The RFB closed on March 20, 2019 and bids were received from two (2) vendors.

VENDOR	BID AMOUNT
Firematic Supply Company, Inc. (taxes & fees included)	$390,990.23
Custom Works (taxes & fees not included)	$277,150.00

An apparatus committee was created to provide input and add specifications for the creation of the new Paramedic Rescue Squads to meet the needs of the Fire Department. Staff and the apparatus committee reviewed both bids and determined that the bid of Firematic Supply Company, Inc. was the lowest most responsible bidder because they submitted a bid that had a timeline for the completion of the Rescue Squads, a proposed maintenance agreement (as required by the RFB) and a complete breakdown of how much each Rescue Squad would cost (i.e., taxes, bond, fees). Custom Works submitted an incomplete bid that did not include a requisite maintenance agreement in accordance with the specifications of the City's Request for Bids.

The total amount of this requested purchase order exceeds the maximum approval amount (i.e., $5,000) for expenditures, thus City Council authorization for this purchase order is required.

FISCAL IMPACT

The funds for this expenditure have been approved and are available in the Community Development Block Grant (CDBG) funds for the 2018-2019 Fiscal Year budget in Account No. 2800-690-G69-4334.

RECOMMENDATION

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

RONERICK SIMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A MAINTENANCE AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO FIREMATIC SUPPLY COMPANY, INC. FOR THE PURCHASE OF TWO (2) PARAMEDIC RESCUE SQUADS FOR THE FIRE DEPARTMENT ($390,990.23)

WHEREAS, the Compton Fire Department's ("Fire Department") Paramedic Rescue Squads are essential to conduct safe and efficient emergency responses and operations; and

WHEREAS, these Rescue Squads are required to meet the Department of Transportation and California Highway Patrol regulatory statues concerning emergency vehicles; and

WHEREAS, the Fire Department's current Rescue Squads are eight (8) years old, or older, and due to the high volume of emergency responses, the costs of repair to this aging fleet are continuing to increase; and

WHEREAS, on March 20, 2019, a Request for Bids (RFB) was published by the City of Compton for two (2) Paramedic Rescue Squads. Bids were received from two (2) vendors as follows:

VENDOR	**BID AMOUNT**
Firematic Supply Company, Inc. (taxes & fees included)	$390,990.23
Custom Works (taxes & fees not included)	$277,150.00; and

WHEREAS, an apparatus committee was created to provide input and add specifications for the creation of the new Paramedic Rescue Squads to meet the needs of the Fire Department; and

WHEREAS, Staff and the apparatus committee reviewed both bids and determined that the bid of Firematic Supply Company, Inc. was the lowest most responsible bidder; and

WHEREAS, Custom Works submitted and incomplete bid that did not include a requisite maintenance agreement in accordance with specifications of the City's Request for Bids; and

WHEREAS, the funds for this expenditure have been approved and are available in the Community Development Block Grant (CDBG) funds for the 2018-2019 Fiscal Year budget in Account No. 2800-690-G69-4334.

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

SECTION 1. That the bid of Firematic Supply Company, Inc. in the amount of Three Hundred Ninety Thousand, Nine Hundred Ninety Dollars and Twenty-Three Cents ($390,990.23) is hereby accepted and all other bids are rejected.

SECTION 2. That the City Manager, with the advice and approval of the City Attorney, is hereby authorized to enter into a maintenance agreement with Firematic Supply Company, Inc. pertaining to the purchase of two (2) Paramedic Rescue Squads.

SECTION 3. That a purchase order in the amount of Three Hundred Ninety Thousand, Nine Hundred Ninety Dollars and Twenty-Three Cents ($390,990.23) is hereby authorized to be issued to Firematic Supply Company, Inc. for the purchase of two (2) Paramedic Rescue Squads.

SECTION 4. That funds for this expenditure have been approved and are available in the Community Development Block Grant (CDBG) funds for the 2018-2019 Fiscal Year budget in Account No. 2800-690-G69-4334.

SECTION 5. That a copy of this Resolution shall be forwarded to the offices of the City Manager, City Attorney, City Controller, City Clerk and the Compton Fire Department.

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

ADOPTED this ____ day of _____ 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

About Us
Contact Us

Email | Print

RFPs and Bids Details

2019 - Fire Department: Rescue Squad with Preventive Maintenance Plan or Equivalent

Compton FD is looking for a manufacturer that has set the pace for quality and workmanship in the fire apparatus field. The tradition of building the highest quality units with craftsmen second to none has been the rule right from the beginning. We are seeking a manufacturer that currently has a "Quality Achievement Supplier" program to insure the vendors and suppliers that we utilize meet the high standards that we demand. We are also seeking experts in their fields, like a Certified American Welding Society Inspector to monitor their
weld quality.

Type RFP

Cust Id: 314 Ad Id: 24999 Sch Id: 74980

Your Control #: CITY OF COMPTON
FIRE DEPARTMENT

THE COMPTON BULLETIN
800 E. COMPTON BLVD.
COMPTON, CA 90221
310-635-6776

VERNELL MCDANIEL
CITY OF COMPTON
CITY CLERKS OFFICE
205 S WILLOWBROOK AVENUE
COMPTON, CA 90220

Proof of Publication

2015.5 C.C.P.

State of CA, County of LOS ANGELES

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years and not a party to or interested in the above-entitled matter. I am the agent of the printer of The Bulletin, a newspaper of general circulation, published weekly in the City of Compton, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, that the notice of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

03/06/19,03/13/19

I certify (or declare) under the penalty of perjury that the following is true and correct. Dated at Compton, CA on

Signature James L Forbes 03/13/2019

CITY OF COMPTON
FIRE DEPARTMENT
"NOTICE INVITING BIDS"

PUBLISH: March 6, 2019

March13, 2019

SEALED BIDS will be received at the office of the City Clerk, City of Compton, 205 South Willowbrook Avenue, Compton, CA 90220 on or before Wednesday, March 20, 2019 at 2 P.M.

On Wednesday, March 20, 2019 at 2 P.M. bids will be opened and read in the City Clerk's Office, 205 South Willowbrook Avenue, Compton, CA 90220, for a:

RESCUE TRUCK
DODGE 5500 4-DOOR

The Notice Inviting Bids, along with Specifications and complete Bid Package will be available on the City of Compton's Website at www.comptoncity.org under the City Clerk Department on Wednesday, March 6, 2019.

If you need additional information, please contact Fire Chief Ronerick Simpson at (310) 605-5670 or rsimpson@comptonfire.org

ALITA GODWIN, MMC
CITY CLERK

SOUTH COAST
EMERGENCY VEHICLE SERVICE

Annual Maintenance Contract for Firematic Dodge 5500 Squads

The following estimate is to perform the annual maintenance on the Firematic Squad and does not include any repairs other than the specified on this estimate. A revised estimate will be provided as needed.

1) Annual "A" Service which includes the replacement of the engine oil and the filter and fuel filter. All other fluids will be topped off as needed and the steering, suspension and drivelines will be lubed. The service also includes a full DOT inspection and brake adjustments as needed.

Total including Labor and Parts for service listed above:

$1377.67 per vehicle annually

PROPOSAL FOR FURNISHING FIRE APPARATUS

March 15, 2019

Compton Fire Department
201 S. Acacia Ave.
Compton, CA 90220

Firematic SUPPLY COMPANY, INC

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Firematic Manufacturing, at its corporate office in East Yaphank, New York, the apparatus and equipment herein named and for the following prices:

	Each	Extension
Two (2) Dodge Crewcab Paramedic Rescue Squad	$ 179,821.00	$ 359,642.00
Sales Tax @ 10.250%	$ 18,431.65	$ 36,863.30
APPARATUS COST WITH TAX	**$ 198,252.65**	**$ 396,505.30**
Performance Bond	$ 539.46	$ 1,078.92
California Tire Fee	$ 10.50	$ 21.00
TOTAL PURCHASE PRICE	**$ 198,802.61**	**$ 397,605.23**

PLEASE NOTE THE FOLLOWING ABOUT THIS QUOTATION:

Payment options are available and are included under separate cover. One of these options may save your department a significant amount of money!

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war or international conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about **300 CALENDAR DAYS** after receipt of this order and the acceptance thereof at our office in East Yaphank, New York, and to be delivered to you at **the City of Compton**

The specifications herein contained shall form a part of the final contract and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) guidelines for Automotive Fire Apparatus as published at time of bid, except as modified by customer specifications. Any increased costs incurred by the first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customer as an addition to the price set forth above. Unless accepted within 30 days from date, the right is reserved to withdraw this proposition.

Respectfully Submitted,

Firematic Manufacturing

Adrian Beyer
Sales Representative

Firematic
SUPPLY COMPANY, INC
10 Ramsey Road, East Yaphank, NY 11967

Compton Fire Department

100% Pre-Payment Option
March 26, 2019

If a 100% pre-payment were made at contract signing, the following discount would be applied to the final invoice:

	Each	Extension
Two (2) Dodge Crewcab Paramedic Rescue Squad	**$ 179,821.00**	**$ 359,642.00**
100% Prepayment Discount	$ (3,000.00)	$ (6,000.00)
APPARATUS COST	**$ 176,821.00**	**$ 353,642.00**
Sales Tax @ 10.250%	$ 18,124.15	$ 36,248.30
Performance Bond	$ 539.46	$ 1,078.92
California Tire Fee	$ 10.50	$ 21.00
TOTAL PREPAY PURCHASE PRICE	**$ 195,495.11**	**$ 390,990.23**
Less 100% pre-payment at Contract Signing	$ 195,495.11	$ 390,990.23
BALANCE DUE AT DELIVERY	**$0.00**	**$0.00**

100% PRE-PAYMENT DISCOUNT SHOWN ABOVE IS AVAILABLE IN TWO WAYS:

a) If your department makes a 100% cash pre-payment at contract signing.
b) If your department signs up for a lease-purchase with Oshkosh Capital. This would require no money down and no payments for one (1) year if desired.

* Discount for the 100% pre-payment option includes discounts for the chassis, interest, aerial (if applicable), and flooring charges.

* Any item added after this option is elected will come at additional cost and will be added to the final invoice.

CUSTOM WORKS

Providing Quality Specialized Vehicles

TO: Compton Fire Department

FROM: Sam Snider

SUBJECT: Rescue Truck Proposal

DATE: March 15, 2019

Good afternoon!

Thanks for the opportunity to provide the attached proposal for your upcoming new Rescue Fire Truck project. Custom Works has been manufacturing Emergency Vehicles for over 15 years and have successfully completed over 2000 projects including numerous Fire & Rescue. We have a full understanding as to what you require and we have performed these procedures successfully, many times in the past.

We have included two important meetings in our proposal. The first is a pre-construction conference where we fly you to our facility and sit down with your personnel to go over the specifications line by line. This is to ensure we understand exactly what the Department needs to accomplish on this project.

The second meeting will be at our facility in Woodbury, Georgia. At this meeting we will host a pre-delivery inspection to ensure the unit meets all your needs and requirements. Both of these meeting are at no additional charge to the Department and include, air flight, meals and lodging while at the factory.

Custom Works manufactures a complete line of heavy duty all aluminum extruded Emergency Vehicles for the Emergency Medical, Fire/Rescue and Law Enforcement fields. Our units are certified to meet or exceed the Federal Specifications 1822 KKK-F and we build to NFPA standards.

We are also members in good standing of the Ford QVM (Qualified Vehicle Modifier) and International "Diamond Logic" program. We do all activities in house including the fabrication of the bodies, electrical, cabinets and interior along with the paint and finish.

We certainly appreciate the opportunity of presenting this proposal and we look forward to working with you and your Department on this important project!

Thanks!

CUSTOM TRUCK & BODY WORKS, INC.
13787 White House Road Woodbury, Georgia 30293
Ph. 706-553-9178 Fax 706-553-9179 *www.customtruckandbodyworks.com*

CUSTOM WORKS

Providing Quality Specialty Vehicles

COMPTON FIRE DEPARTMENT
DODGE 4 DOOR RESCUE TRUCK

NAME OF BIDDER: **CUSTOM TRUCK & BODY WORKS, INC.**

ADDRESS: 13787 WHITE HOUSE ROAD
WOODBURY, GEORGIA 30293

TELEPHONE: 888-258-9695
706-553-9178

PERSON TO CONTACT: Cody Crooks / Sam Snider

WE SUBMIT AND BID AS FOLLOWS:

1 ea. New Dodge Crew Cab Rescue Apparatus- as per specifications
Taking No Exceptions

NET PRICE : **$138,575.00**

PREPARED BY: _____ ACCEPTED BY: _____

DATE: 3/15/19 DATE: _____

April 2, 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 AMENDING THE DEPARTMENT OF PARKS AND RECREATION 2018-2019 ANNUAL BUDGET TO ACCEPT AND APPROPRIATE A GRANT IN THE AMOUNT OF $9,000, AS WELL AS OTHER IN-KIND CONTRIBUTIONS, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A LETTER OF AGREEMENT WITH THE *LOS ANGELES DODGERS FOUNDATION* FOR THE ADMINSTRATION OF THE "REVIVING BASEBALL IN INNER CITIES (RBI)" PROGRAM

SUMMARY

This Resolution will amend the Department of Parks and Recreation's 2018-19 Fiscal Year annual budget and authorize the City Manager to enter into a letter of agreement with the Los Angeles Dodgers Foundation (LADF) to accept and appropriate grant funding in the amount of Nine Thousand Dollars and Zero Cents ($9,000.00) to be used for park field maintenance and youth umpire fees, in addition to other in-kind contributions, for the 2019 Dodgers "Reviving Baseball In Inner Cities (RBI)" program.

BACKGROUND

On November 30, 2018, the Department of Parks and Recreation ("Department") applied for and was awarded grant funding in the amount of $9,000.00, as well as other in-kind contributions, from the Los Angeles Dodgers Foundation (LADF) through their "Reviving Baseball In Inner Cities Program (RBI)." The grant funding will assist the Department in providing park field maintenance and umpire fees in support of this year's youth RBI Baseball League. Through the award of this grant, the Department is gearing up to serve more than four hundred (400) Compton youth ages 5 through 14 years of age during the 2019 Spring RBI Season.

The Dodgers RBI Program is a baseball and softball youth development program of the Los Angeles Dodgers Foundation (LADF) that aims to increase participation in the sport and use sports as an engagement tool to increase access to education, literacy, health, wellness, and recreational resources in underserved communities. As an affiliate partner and grantee, the City of Compton Department of Parks & Recreation will continue to facilitate the day to day operations of the youth RBI Baseball League and receive the following:

- Uniforms for every player to include home and away jersey, pants, socks, hats/visors, and practice t-shirts
- Equipment kits for every team to include gloves, bats, tees, catcher's gear, baseballs and softball
- Branded polo shirts for every coach
- Live workshops and skills training for all coaches
- Grants to offset umpire and field maintenance costs
- Marketing and recruitment support to include fliers and banners
- LADF staff support
- Access to education and health resources for youth and families, college tours, eye screenings/exams/glasses, financial literacy seminars and fitness clinics

STATEMENT OF ISSUE

In order to accept and appropriate these grant funds and in-kind contributions from the Los Angeles Dodgers Foundation for the City of Compton's RBI Youth Baseball League, City Council authorization is required.

FISCAL IMPACT

The adoption of this Resolution will amend the Department of Parks and Recreation's 2018-19 Fiscal Year annual budget as follows:

Increase Revenue

Account Number	Description	Amount
1001-840-000-3890	Miscellaneous	$9,000

Increase Expenditures

Account Number	Description	Amount
1001-840-000-4238	Special Projects	$9,000

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 AMENDING THE DEPARTMENT OF PARKS AND RECREATION 2018-2019 ANNUAL BUDGET TO ACCEPT AND APPROPRIATE A GRANT IN THE AMOUNT OF $9,000, AS WELL AS OTHER IN-KIND CONTRIBUTIONS, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A LETTER OF AGREEMENT WITH THE *LOS ANGELES DODGERS FOUNDATION* FOR THE ADMINISTRATION OF THE "REVIVING BASEBALL IN INNER CITIES PROGRAM (RBI)" PROGRAM

WHEREAS, on November 30, 2018, the Department of Parks and Recreation ("Department") applied for and was awarded grant funding in the amount of $9,000, as well as other in-kind contributions, from the Los Angeles Dodgers Foundation (LADF) through their "Reviving Baseball In Inner Cities Program (RBI)"; and

WHEREAS, the grant funding will assist the Department in providing park field maintenance and umpire fees in support of this year's youth RBI Baseball League; and

WHEREAS, through the award of this grant, the Department is gearing up to serve more than four hundred (400) Compton youth ages 5 through 14 years of age during the 2019 Spring RBI Season; and

WHEREAS, the Dodgers RBI Program is a baseball and softball youth development program of the Los Angeles Dodgers Foundation (LADF) that aims to increase participation in the sport and use sports as an engagement tool to increase access to education, literacy, health, wellness, and recreational resources in underserved communities; and

WHEREAS, the Department desires to enter into a Letter of Agreement with the Los Angeles Dodgers Foundation to accept and appropriate this grant in the amount of $9,000, in addition to other in-kind contributions, for the purpose of administering the City of Compton's RBI Youth Baseball League.

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

Section 1. That the City Council hereby accepts the grant in the amount of Nine Thousand Dollars and Zero Cents ($9,000.00), as well as other in-kind contributions, from the Los Angeles Dodgers Foundation as part of their "Reviving "Baseball In Inner Cities (RBI)" program.

Section 2. That the City Manager, with the advice and approval of the City Attorney, is hereby authorized to enter into a Letter of Agreement with the Los Angeles Dodgers Foundation for the administration of the their "Reviving "Baseball In Inner Cities (RBI)" program.

Section 3. That the Department of Parks and Recreation's 2018-2019 Fiscal Year annual budget is amended as follows:

Increase Revenue

Account Number	**Description**	**Amount**
1001-840-000-3890	Miscellaneous	$9,000

Increase Expenditures

Account Number	**Description**	**Amount**
1001-840-000-4238	Special Projects	$9,000

Section 4. 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 Parks and Recreation Department.

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

ADOPTED this ___ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

That said Resolution was adopted by the following vote:

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

_____
CITY CLERK OF THE CITY OF COMPTON

January 15, 2019

Marvin Hunt
Director of Parks and Recreation
City of Compton Department of Recreation
301 North Tamarind Ave
Compton, CA 90220

Re: Support Grant for 2019 Dodgers RBI Program with the City of Compton Department of Recreation

Dear Marvin Hunt:

It is my pleasure to inform you that The Los Angeles Dodgers Foundation, a California nonprofit public benefit corporation (the "Foundation"), has approved a grant (the "Grant Funds") to support the Dodgers RBI program with the City of Compton Department of Recreation, a government entity (the "Grantee"). This $9,000 grant for the approved 360 players at eight (8) locations will offset Grantee field maintenance and umpire fees for the 2019 Dodgers RBI program (See Addendum 1 for approved number of players and locations). In addition to the Grant Funds, Grantee will receive the in-kind contribution of uniforms, equipment, recruitment flyers, banners for each location, educational & health resources, coaches training, player development clinics and incentives/giveaways, Dodger tickets and complimentary use of LeagueApps, the online registration system and access to special events throughout the season.

This grant is contingent upon the Grantee complying with the Dodgers RBI Program Requirements (Addendum 2) and the Dodgers RBI Rules (Addendum 3).

60% of the grant will be awarded based on the following schedule:

Affiliate Partner Dodgers RBI Start Date	***60% Disbursement Period***
April 1st-April 30th, 2019	May 15th-May 31st, 2019
May 1st-May 31st, 2019	June 15th-June 30th, 2019
June 1st-June 30th, 2019	August 15th-August 31st, 2019

If the program has multiple locations with different start dates, the latest start date will be used for payment schedule.

In order to receive the remaining 40% of the Dodgers RBI grant funds, the following must be completed:

1. Ensure that registrations for players and coaches are input into LeagueApps. This must be completed within 15 days of the start date.
2. Provide complete rosters and schedules for all divisions to LADF. This must be completed within 15 days of the start date.
3. Ensure that all excess baseballs, softballs, and uniform sets are returned to LADF. This must be completed within 15 days of the start date.
4. If grantee does not meet player registration projections within at least 10%, the total grant award will be subject to a reduction by the same percent variance. For example, if grantee projects 1,000 players but only registered 900 players (a 10% variance). The total grant award will be reduced by 10%.

The Grantee is required to attend the Dodgers RBI Partners meeting on Thursday February 14th, 2019 from 11am-2pm, and LeagueApps Training on February 8th, 2019 from 2pm to 5pm at Dodger Stadium.

This letter is a legally binding agreement (the "Agreement"). This Agreement will become effective upon The Foundation's receipt of the Agreement signed by an authorized representative of the Grantee. Please keep a copy of this Agreement for your files.

Please read the terms and conditions of this Agreement very carefully. The Foundation may withhold payment to the Grantee if the Grantee fails to meet the terms and conditions of the Agreement.

TERMS AND CONDITIONS

1. **Use of Funds.** The Grantee will use the Grant Funds solely for the Grantee's program purposes of field maintenance and umpire fees for Dodgers RBI which brings baseball and softball programs to youth in underserved communities. The Grantee will repay to the Foundation any portion of the Grant Funds that is not spent in accordance with this Agreement.
    a. **Financial Grant** - Through the Foundation grant, Grantee will use grant funds to offset field maintenance and umpire fees for the 2019 Dodgers RBI season. This grant does not cover full time staff at league locations.
    b. **In-Kind Contributions** - Grant Funds complement the in-kind contribution of uniforms, equipment, recruitment flyers, banners for each location, educational & health resources, coaches training, youth clinics and incentives/giveaways, Dodger tickets and complimentary use of LeagueApps, the online registration system and access to special events throughout the season.

2. **Representation and Warranty Regarding Tax Status.** By entering into this Agreement, the Grantee represents and warrants that the Grantee is exempt from federal income tax under Internal Revenue Code ("IRC") Section 501(c)(3) and that it is not a private foundation as defined in IRC Section 509(a). The Grantee further represents and warrants that (i) the facts supporting the Grantee's tax-exempt and public charity status under IRC Sections 501(c)(3) and 509(a), respectively, have not changed since the issuance of the

Grantee's Internal Revenue Service determination letter that was provided to the Foundation and that has not been revoked or amended, (ii) it is not aware of any facts that could result in a change in its tax-exempt and public charity status under IRC Sections 501(c)(3) or 509(a) or relevant state law, or the imposition of excise taxes under IRC Section 4958 dealing with "intermediate sanctions" and (iii) the receipt of the Grant Funds will not change the Grantee's public charity status under IRC Section 509(a).

3. **Notice.** The Grantee will give the Foundation immediate written notice of any change in the Grantee's tax-exempt or public charity status described in Section 2 above.

4. **Reporting.** Upon request by the Foundation, the Grantee will submit to the Foundation a written report for any period of the Grantee during which the Grantee receives, holds, or spends any of the Grant Funds. In such report, the Grantee will specify, at a minimum, the use of the Grant Funds and the impact of the Grant Funds such as the number of children directly served as a result of the Grant Funds. The Grantee will submit the report to the Foundation within 30 days after the last date of games. Once The Foundation makes the request for such report, any future payment under this Agreement or otherwise from the Foundation will be contingent upon the Grantee's provision of the report to the Foundation. Dodgers RBI Grantee Report Guidelines to be provided prior to end of season.

5. **Recordkeeping.** The Grantee will keep adequate records to substantiate the charitable purposes of its expenditures from the Grant Funds. The Grantee will make its books and records pertaining to the Grant Funds available to the Foundation at reasonable times for review and audit, and will comply with all reasonable requests of the Foundation for information and interviews regarding the use of the Grant Funds. The Grantee will keep copies of all books and records related to the Grant Funds and all reports to the Foundation for at least four (4) years after the Grantee has expended the last of the Grant Funds.

6. **Insurance.** The Grantee represents and warrants that (a) it is, and will continue to be, adequately insured against all risks, including such risks as would be covered by fire and property damage, worker's compensation, automobile and comprehensive general liability insurance, with respect to the conduct of the Program and all other programs and activities of the Grantee and (b) the premises and facilities of third parties where the Grantee conducts and will conduct its programs and activities also are and will be so adequately insured. The Grantee shall furnish the Foundation the policy or policies of insurance or a certificate of insurance or either written evidence satisfactory to the Foundation, evidencing the insurance carried by or otherwise benefiting the Grantee.

7. **Prohibited Uses.** The Grantee will not use any portion of the Grant Funds in a manner inconsistent with IRC Section 501(c)(3), including, without limitation:

    a. Influencing the outcome of any specific election for candidates to public office, or

    b. Inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur, or taking any other action inconsistent with IRC Section 501(c)(3).

8. **Funds Not Earmarked for Lobbying; Grantee Discretion.** The Foundation is making this grant to support the Grantee's charitable purposes as described in Section 1 of this Agreement, and the Grantee will apply the Grant Funds toward such purposes. This grant is not earmarked for influencing legislation within the meaning of IRC Section 501(c)(3), and there has been no agreement, written or oral, to that effect between The Foundation and the Grantee.

9. **No Pledge.** Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, will be interpreted to create any pledge or any commitment by The Foundation or by any related person or entity to make any other grant or contribution to the Grantee or any other entity for this or any other project. The Grant contemplated by this Agreement will be a separate and independent transaction from any other transaction between the Foundation and the Grantee or any other entity.

10. **Grant Announcements.** The Grantee will submit in advance to the Foundation, for review and revision, at the sole discretion of the Foundation, any announcements the Grantee intends to make regarding this grant, and any publications referring to this grant the Grantee intends to publish, other than in its annual reports or tax returns. The Foundation may include information on this grant in its periodic public reports.

11. **Terrorist Activity.** The Grantee warrants that it does not support or conduct, directly or indirectly, violence or terrorist activities of any kind.

12. **Indemnification.** Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless The Foundation and its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of the Grantee, its employees, or its agents, in applying for or accepting the Grant Funds, or in expending or applying the Grant Funds.

13. **Miscellaneous.**

    a. **No Agency.** The Grantee is solely responsible for all activities supported by the Grant Funds, the content of any product created with the Grant Funds, and the manner in which such products may be disseminated. This Agreement will not create any agency relationship, partnership, or joint venture between the parties, and the Grantee will make no such representation to anyone.

    b. **Further Acknowledgements of the Grantee.** The Grantee acknowledges that it understands its obligations imposed by this Agreement, including, but not limited to, those obligations imposed by reference to the IRC. The Grantee agrees that if the Grantee has any doubts about its obligations under this Agreement, including those incorporated by reference to the IRC, the Grantee will promptly contact The Foundation or the Grantee's legal counsel.

c. Waivers. The failure of the Foundation to exercise any of its rights under this Agreement will not be deemed to be a waiver of such rights.

d. Remedies. If the Foundation determines, in its sole discretion, that the Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the Foundation may, in addition to any other legal remedies it may have, refuse to make any further grant payments to the Grantee under this Agreement or any other grant agreement, and the Foundation may demand the return of all or part of the unexpended Grant Funds, which the Grantee will immediately repay to the Foundation. The Foundation may also avail itself of any other remedies available by law.

e. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience only. They will not limit or expand the provisions of this Agreement.

f. Entire Agreement. This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.

g. Dispute Resolution. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration before an experienced arbitrator licensed to practice law in California in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Association") in Los Angeles, California. The arbitration decision will be final and binding upon the parties and may be entered as a judgment in any court of competent jurisdiction. In addition to the award of any other remedy or relief, the prevailing party in any such arbitration proceeding will be entitled to his or its reasonable attorneys' fees and costs (including, without limitation, arbitrators' fees, Association fees and related fees) incurred in connection with such proceeding.

h. Governing Law. This Agreement has been executed and delivered in, and will be governed by and construed in accordance with the substantive laws of the State of California.

i. Survival. Sections 1, 4, 5, 6, 7, 9 and 11, 12(a), 12(d) 12(g) and 12(h) of this Agreement shall survive the completion, or termination if sooner, of this Agreement. The representations and warranties in this Sections 2, 3 and 10 of this Agreement shall continue until the last installment payment of the Grant Funds, or termination of this Agreement if sooner.

Please direct all future communications concerning this grant to Tiffany Rubin, Director, Youth Programs (TiffanyR@dodgersfoundation.org). On behalf of the Foundation's Board of Directors

and staff, let me express how delighted we are to support your organization. We wish you every success.

Sincerely,

Nichol Whiteman
EXECUTIVE DIRECTOR
LOS ANGELES DODGERS FOUNDATION

Nicholas Sandler
PRESIDENT
LOS ANGELES DODGERS FOUNDATION

Accepted on behalf of City of Compton Department of Parks and Recreation by:

_____ Date: _____
BY:
ITS:

_____
City Manager

_____
City Attorney

_____
City Clerk

Federal Tax I.D. No.: 95-6000696

ADDENDUM 1

APPROVED NUMBER OF PLAYERS, TEAMS, LOCATIONS AND VOLUNTEER COACHES

Locations	T-Ball (5-6)	Coach Pitch (7-8)	Minor (9-10)	Major (11-12)
Kelly Park	12	12	12	12
Burrell MacDonald Park	12	12	12	12
Lueders Park	12	12	12	12
Gonzales Park	12	12	12	12
Wilson Park	12	12	12	12
South Park				
Raymond Street Park				
Sibrie Park				

Locations	Junior (13-15)	Jr. Softball (9-12)
Kelly Park	12	12
Burrell MacDonald Park	12	12
Lueders Park	12	12
Gonzales Park	12	12
Wilson Park	12	12
South Park		
Raymond Street Park		
Sibrie Park		

Player Total	Team Total	Players Per Team	Volunteer Coach Total
360	30	12	15

ADDENDUM 2:

Dodgers RBI Program Requirements

1. **Insurance:** Requesting organization must provide Los Angeles Dodgers Foundation (LADF) with proof of insurance. LADF must be indemnified or held harmless on the Grantee's Insurance policy with a minimum liability coverage of $1 million. Policies must be in effect through the duration of the grant.

2. **Restricted Funds:** Dodgers RBI grant funds are restricted to only Field Maintenance and Umpiring Costs.

3. **Grant Report:** Grantee agrees to complete the Dodgers RBI grant report and send to LADF within 30 days after the last day of games in the 2019 season.

4. **Recap Meeting:** Grantee agrees to complete an Affiliate Partner Recap Meeting with LADF at the end of the grant term and after submitting the Dodgers RBI grant report.

5. **Best Effort:** Grantee agrees to put forth its best effort to serve the amount of youth projected for 2019.
   a. If, at any time, the Grantee anticipates challenges that will impact the projected amount of youth served, please contact LADF immediately. LADF recognizes that even some of the best executed plans experience challenges along the way and is committed to supporting grantees.

6. **Payment Requirements:** 60% of the grant will be awarded based on the following schedule:

Affiliate Partner Dodgers RBI Start Date	*60% Disbursement Period*
April 1st-April 30th, 2019	May 15th-May 31st, 2019
May 1st-May 31st, 2019	June 15th-June 30th, 2019
June 1st-June 30th, 2019	August 15th-August 31st, 2019

If the program has multiple locations with different start dates, the latest start date will be used for payment schedule.

In order to receive the remaining 40% of the Dodgers RBI grant funds, the following must be completed by the last day of games on any location's schedule:

a. Ensure that registrations for players and coaches are input into League Apps. This must be completed within 15 days of the start date.
b. Provide complete rosters and schedules for all divisions to LADF. This must be completed within 15 days of the start date.
c. Ensure that all excess baseballs, softballs, and uniform sets are returned to LADF. This must be completed within 15 days of the start date.
d. If grantee does not meet player registration projections within at least 10%, the total grant award will be subject to a reduction by the same percent variance. For example, if grantee projects 1,000 players but only registered 900 players (a 10% variance). The total grant award will be reduced by 10%.

A detailed payment schedule will be given to grantees upon signing of the grant agreement.

7. **Communication and Staffing** Grantee must have one (1) designated overall partnership contact, one (1) "day to day" partnership contact, and one (1) designated point of contact per each Dodgers RBI location to serve as a liaison for LADF.

a. Any staffing changes relevant to the Dodgers RBI program must be communicated to LADF staff immediately.
b. All grantee staff members that are involved in programming Dodgers RBI must attend all required trainings

8. **Games and Practices:** The chart below describes the **minimum** amount of weeks, games and practices required by LADF. Each time is required to facilitate at least one (1) team practice and game per week.

Divisions	**Weeks**	**Games**	**Practices**
T-Ball (5-6)	7	6	9
Coach Pitch (7-8)	7	8	10
Minor (9-10)	7	12	10
Major (11-12)	7	12	10
Junior (13-15)	7	12	10
Senior (16-18)	7	12	10
Minor Softball (9-10)	7	12	10
Major Softball (11-12)	7	12	10
Jr. Softball (9-12)	7	12	10

Sr. Softball (13-18)	7	12	10

9. **Locations:** Grantee must only coordinate and implement Dodgers RBI at locations agreed upon by LADF.

a. Any adjustment of projected numbers or transferring of teams or resources across locations or divisions must be approved by LADF.

10. **Volunteers, Coaches, and Staff:** Grantee must only allow volunteers and coaches that have passed a background check and have committed to attend a Dodgers RBI Coaches Training to coach or serve in any capacity in Dodgers RBI.

a. All Volunteers, coaches, and program staff must register on League Apps.
b. Grantee must monitor coaches in order to ensure player safety and ensure that coaches conduct themselves appropriately at all times.

11. **Umpires:** Grantee must ensure that all umpires are certified and have passed a background check.

a. Grantee must monitor umpires in the program and ensure that players are safe and that umpires conduct themselves in a professional manner.
b. LADF has the right to audit any umpiring organization in order to ensure quality.

12. **Recruitment Marketing:** Grantee must collaborate with LADF to ensure that the local community is marketed to and engaged in Dodgers RBI:

a. All Dodgers RBI banners must be publicly displayed in a highly visible area. NOTE: Banners include multiple sponsor and partner logos.

b. LADF will provide flyers for registration and various events that the Grantee agrees to distribute and publicly display in highly visible areas.

13. **Fees:** Grantee agrees to charge and accept no more than $25 per child when implementing Dodgers RBI. LADF will not accept any dollar amount from registration fees. All additional program resources are provided free.

14. **Uniforms:** Grantee agrees to ensure that all Dodgers RBI players wear given Dodgers RBI uniforms during all games throughout the season. Grantee must abide by the following uniform policy:

a. Each team will receive uniforms for either 12 or 15 players per team, depending on grant agreement.
b. Each uniform set is assigned to be used per team and not to be mixed between other teams or divisions. Please notify LADF immediately if you have any issues with your uniform sets so that LADF may help alleviate the issue.
c. Any transferring of uniforms between locations are prohibited unless approved by LADF staff.

d. LADF staff will conduct uniform inventories 15 days after the beginning of the league's first game.
e. If a location does not register the anticipated amount of players that is agreed upon in the grant agreement, the location will be responsible for returning unused uniforms or the cost of any missing uniforms. This process must be completed within 15 days of the start of games and is a program requirement in order to receive the 2nd half of the grant award.
f. Uniforms may not be worn outside of the Dodgers RBI season. This includes fall leagues or other non-Dodgers RBI events.
g. Uniforms are defined as:
    - 1 home jersey
    - 1 away jersey
    - 1 pair of pants
    - 1 pair of socks
    - 1 hat or 1 softball visor

15. **Equipment:** Grantee must ensure that all Dodgers RBI teams receive a Dodgers RBI Equipment Kit which will be provided by LADF. Each new Dodgers RBI team will receive equipment kits for their Dodgers RBI program. Grantee must abide by the following Equipment policy:

a. "One Team, One Kit" rule: Equipment kits are designed to be available for all Dodgers RBI teams. Dodgers RBI partners must ensure that each team is equipped with an appropriate equipment kit that is available to them throughout their season. ***Please notify LADF immediately if there are any problems with equipment and providing one kit per team.***
b. Any transferring of equipment between locations is prohibited unless approved by LADF staff.
c. Affiliate Partners will complete an equipment inventory sheet within 15 days of the league's last game.
d. LADF staff will determine if equipment is adequate for continued use or if new equipment will be needed for the next season. Equipment kits are required to last 5 seasons unless stolen or damaged.
e. Equipment Kits are defined as:
    i. **T-Ball:** 10 Gloves RH, 2 Gloves LH, 2 Bats, 5 Helmets, 1 Batting Tee, 1 Team Bag, and 1 Ball Bucket.
    ii. **Coach Pitch, Minors, Majors, Juniors, Seniors, Jr. Softball and Sr. Softball:** 10 Gloves RH, 2 Gloves LH, 1 Set of Catchers Equipment (Helmet, Chest Protector, Catchers Glove and Shin Guards), 2 Bats, 5 Helmets, 1 Batting Tee, 1 Team Bag, and 1 Ball Bucket

16. **Collaboration:** Grantee agrees to collaborate with LADF in order to market, implement and participate in all program elements including, but not limited to:

a. PlayerFest
b. Dodger Days
c. Fitness Clinics
d. Coaches Training
e. Financial Literacy Seminars
f. Parent, Player and Coach Focus Groups
g. Survey Dissemination, Completion and Collection
h. Other Special Events and Activities

17. **Meetings:** Grantee will agree to attend Dodgers RBI Partners Meeting in February 2019 at Dodger Stadium. Designated overall partnership contact, "day to day" partnership contact, and all designated points of contact per each Dodgers RBI location are required to attend.

19. **Safety Policy:** Grantee acknowledges that it has a written policy that addresses its commitment to keep children safe from sexual abuse by preventing, recognizing and responding to situations both on and off the playing field that in any way compromises their safety.

20. **Divisions:** Grantee agrees to use Dodgers RBI Division names throughout implementation of Dodgers RBI at park locations:

a. T-Ball (5-6)
b. Coach Pitch (7-8)
c. Minor (9-10)
d. Major (11-12)
e. Junior (13-15)
f. Senior (16-18)
g. Jr. Softball (9-12)
h. Minor Softball (9-10)
i. Major Softball (11-2)
j. Sr. Softball (13-18)

21. **Rules:** Grantee agrees to abide by the Dodgers RBI Rules and Guidelines (Addendum 3)

ADDENDUM 3

DODGERS RBI RULES

In addition to the playing rules (USA Softball, PONY, CIF, etc.) determined by each Affiliate Partner, this document outlines the Dodgers RBI rules that are enforced in all Dodgers RBI leagues. However, in the case of the Affiliate Partners playing rules conflicting with the Dodgers RBI rules, the Dodgers RBI rules will take precedent (Ex: mercy rules, game length, etc.). In this document you will also find pitching guidelines to follow.

History

Established in 1995, the Los Angeles Dodgers Foundation (LADF) is the official team charity of the Los Angeles Dodgers. Harnessing the power of the Dodger brand and a passionate fan base, LADF works to significantly impact underserved youth in some of the most challenged neighborhoods of Los Angeles. LADF leverages key partnerships to administer direct programs serving youth and communities at large and provides grants to local nonprofit organizations. LADF uses three pillars to guide its work - Sports + Recreation, Education + Literacy and Health + Wellness.

Dodgers RBI (Reviving Baseball In Inner Cities) is a baseball/softball youth development program for ages 5-18 that simultaneously aims to: increase participation in the sport and use sport participation as an engagement tool to increase access to education, literacy, health, wellness, and recreational resources in some of Los Angeles' most underserved communities. Dodgers RBI is bigger than baseball and focuses on youth character development as it engages communities and families in programming.

Dodgers RBI advances the mission of MLB RBI, birthed in 1989 in South Central Los Angeles by founder John Young. John Young, a former Major League Baseball player and scout, developed the concept of RBI to provide disadvantaged youth an opportunity to learn and enjoy the game of baseball. RBI has grown from a local program for boys and girls in South Central Los Angeles to an international campaign encompassing more than 200 cities and as many as 200,000 male and female participants a year.

Goals of Dodgers RBI

1. To increase participation and interest in Baseball and Softball among under resourced youth with an emphasis on increasing participation amongst African American youth, girls, and youth ages 13-18.
2. To use the sport as an engagement tool in order to increase access to educational resources and increase positive attitudes towards educational opportunities among program participants.
3. To use the sport as an engagement tool in order to increase access to health resources and increase positive attitudes towards exercise and healthy habits among program participants.
4. To provide a safe and fun atmosphere for play while promoting positive character development among program participants.

Dodgers RBI League Rules

As an Affiliate Partner of the Dodgers RBI program you agree to conduct your league according to the standards and rules set forth by the Los Angeles Dodgers Foundation and comply with the following:

1. All Dodgers RBI uniforms given to Dodgers RBI locations must be worn at all games.
2. All Dodgers RBI equipment must be available and used by each team.
3. Each division must have a game schedule that has a minimum of 3 teams.
    A. Teams in the Junior Baseball, Senior Baseball and Senior Softball divisions must complete a minimum of 12 games per team, per season.
4. You must acknowledge the Los Angeles Dodgers Foundation Dodgers RBI program in any promotional materials, press releases, or literature publicizing/promoting your Dodgers RBI league.
5. All players and coaches must be registered on your LeagueApps website and agree to the Dodgers RBI waivers.
6. Throughout the Dodgers RBI season all Dodgers RBI banners must be displayed in a visible area.
7. All leagues must submit a hard copy or upload on LeagueApps a copy of your leagues rosters and game schedules (LADF will provide a template).
8. League agrees to not discriminate on the basis of race, religion, color, national origin, or gender.
9. There must be a tryout or draft/selection process in place when selecting teams. No coach can register a full team for the season.
    A. If your league allows a coach to retain players from year to year you are allowed a 5 player max freeze.
10. Be prepared to promote all program elements that the Dodgers RBI program will host during the season. This includes the mandatory coaches training that will be provided.

11. In addition to the Dodgers RBI rules all other playing rules (USA Softball, PONY, CIF, etc.) are determined by the Affiliate Partners.
    A. In the case of the Affiliate Partners' playing rules conflicting with the Dodgers RBI Rules, the Dodgers RBI Rules will take priority (Ex: mercy rule, game length, etc.)
12. Create a fun and exciting environment for the participants of your league.
13. The chart below describes the **minimum** amount of weeks, games and practices required by LADF. Each team is required to facilitate at least one (1) team practice and game per week.

Divisions	**Weeks**	**Games**	**Practices**
T-Ball (5-6)	7	6	9
Coach Pitch (7-8)	7	8	10
Minor (9-10)	7	12	10
Major (11-12)	7	12	10
Junior (13-15)	7	12	10
Senior (16-18)	7	12	10
Minor Softball (9-10)	7	12	10
Major Softball (11-12)	7	12	10
Jr. Softball (9-12)	7	12	10
Sr. Softball (13-18)	7	12	10

Dodgers RBI League Code of Ethics

Any adult or player who violates the Dodgers RBI League Code of Ethics will be subject to removal from the Dodgers RBI League.

The adults that participate in the Dodgers RBI program are viewed as role models to the youth we serve. It is imperative that those connected with the league always engage in conduct that is a positive representation of the league.

- Under no conditions should anyone, lay a hand upon, push, shove, strike, or threaten to strike an official, player, coach, spectator, game monitor, scorekeeper, or staff.
- Do not consume alcoholic beverages or any illegal substance at any time in the presence of players or in any context involving the league.
- Under no conditions swear, commit, or imply a vulgar act or motion.
- Do not bait or ride umpires, opposing managers and coaches, scorekeepers or staff. Appropriate conduct should prevail.
- The manager or coach may inquire as to the nature or interpretation of a rule, but after an explanation, no further questions or actions.
- All teams should play every player in as much of every game as possible.
- Make certain that managers, coaches and your team shake hands with opposing team before and/or after each game.
- A coach shall not use tactics to deceive or take unfair advantages over his/her opponents.
- Every league must provide background checks to all coaches and volunteers who will be working directly with the kids in your Dodgers RBI program.
- Do everything possible to ensure that playing Dodgers RBI is a rewarding experience for the players. Encourage all players to be good scholars and equally good citizens.

Dodgers RBI Playing Rules
for Baseball Ages 5-12

- Age divisions consist of T-Ball (5-6), Coach Pitch (7-8), Minor (9-10) and Major (11-12).
- All teams must consist of no more than 15 players, nor less than 12 players.
- T-Ball and Coach Pitch games will be 60 minutes.
    - Both divisions will utilize the safe soft baseballs.
    - T-Ball: All bats must be sizes 25" or 26".
    - Coach Pitch: All bats must be sizes 26", 27" or 28".
    - Coaches or a pitching machine may be used to pitch to these divisions (see field dimensions for pitching distance).
    - Score and standings are not kept for the T-Ball division.
- Minor and Major games will be 6 innings. No new inning may start after 90 minutes have elapsed from the start of the game.
    - All bats must be certified by a USA Baseball stamp.
    - Minors: All bats must be sizes 28", 29" or 30".
    - Majors: All bats must be sizes 29", 30" or 31"
- All players will bat in one continuous batting order.
- All batters and runners must wear a batting helmet at all times. The on-deck batter must also wear a helmet.
- A player may only play on one team per division
- Per inning there will be a 5 run max rule.
- Any fighting or inappropriate conduct will result in either the player's ejection or, if necessary, a team's disqualification. Any such decisions are made solely by the umpire. All incidents must also be reported to LADF staff.

Dodgers RBI Playing Rules
for Baseball Ages 5-12 (continued)

- Pitching Guidelines:

Division	DAILY MAX (PITCHES IN GAME)	REQUIRED REST (PITCHES)				
		0 Days	1 Days	2 Days	3 Days	4 Days
Coach Pitch (7-8)	50	1-20	21-35	36-50	N/A	N/A
Minors (9-10)	75	1-20	21-35	36-50	51-65	66+
Majors (11-12)	85	1-20	21-35	36-50	51-65	66+

- Field Dimensions:
    - T-Ball (5-6) and Coach Pitch (7-8): base path 50 ft., pitching distance 38 ft. and field distance 225-250 ft.
    - Minors (9-10): base path 60 ft., pitching distance 46 ft. and field distance 225–250 ft.
    - Majors (11-12): base path 70 ft., pitching distance 50 ft. and field distance 225-250 ft.

Dodgers RBI Playing Rules
for Softball Ages 9-12

- Age divisions consist of Minor Softball (9-10), Major Softball (11-12) or Jr. Softball (9-12).
- All teams must consist of no more than 15 players, nor less than 12 players.
- All games will be 6 innings. No new inning may start after 90 minutes have elapsed from the start of the game.
- All bats must be sizes 29", 30" or 31".
- All players will bat in one continuous batting order.
- All batters and runners must wear a batting helmet at all times. The on-deck batter must also wear a helmet.
- A player may only play on one team per division.
- Per inning there will be a 5 run max rule.
- Any fighting or inappropriate conduct will result in either the player's ejection or, if necessary, a team's disqualification. Any such decisions are made solely by the umpire. All incidents must also be reported to LADF staff.
- Field Dimensions:
    - Minor Softball (9-10): base path 60 ft., pitching distance 35 ft. and field distance 225-250 ft.
        - 11" softball
    - Major Softball (11-12): base path 60 ft, pitching distance 40 ft. distance and field distance 225-250 ft.
        - 12" softball

Dodgers RBI Playing Rules
for Baseball Ages 13-18

- Age divisions consist of Juniors (13-15) and Seniors (16-18)
- Every player on the team must be inserted into every game for at least 2 innings of play and must have a least one plate appearance. Exceptions to this rule are not allowed unless a game is not played a full 7 innings.
- All teams must consist of no more than 15 players, nor less than 12 players.
- Games will be 7 innings. No new inning may start after 2 hours and 15 minutes have elapsed from the start of the game.
- A game is legally completed after 5 innings if the visiting team is ahead and after 4 ½ innings if the home team is ahead.
- The mercy rule is 10 runs after 5 innings, 12 runs after 4 innings and 15 runs after 3 innings.
- All batters and runners must wear a batting helmet at all times. The on-deck batter must also wear a helmet.
- Bats with composite materials in the barrel must be compliant with the National Federation of State High School Associations rulebook BBCOR standards, and must be labeled as such; Bats must meet the standards noted in National Federation of State High School Associations rules (2017 NFHS Baseball rulebook pgs 9-11 Section 3, Articles 2-5) for length, diameter, etc. NOTE: An illegal bat must be removed. Any bat that has been altered shall be removed from play. Penalty – See Rule NFHS Baseball rulebook; Rule 7-4 Article 1 (a).
- A player may only play on one team per division
- Any fighting or inappropriate conduct will result in either the player's ejection or, if necessary, a team's disqualification. Any such decisions are made solely by the umpire. All incidents must also be reported to LADF staff.

Dodgers RBI Playing Rules
for Baseball Ages 13-18 (continued)

- Pitching Guidelines:

AGE	DAILY MAX (PITCHES IN GAME)	REQUIRED REST (PITCHES)				
		0 Days	1 Days	2 Days	3 Days	4 Days
13-14	95	1-20	21-35	36-50	51-65	66+
15-16	95	1-30	31-45	46-60	61-75	76+
17-18	105	1-30	31-45	46-60	61-80	81+

- Field Dimensions:
    - Juniors (13-15) and Seniors (16-18): base path 90 ft., pitching distance 60.5 ft. and field distance 300-350 ft.

Dodgers RBI Playing Rules
for Softball Ages 13-18

- Age divisions consist of Sr. Softball (13-18)
- Every player on the team must be inserted into every game for at least 2 innings of play and must have a least one plate appearance. Exceptions to this rule are not allowed unless a game is not played a full 7 innings.
- All teams must consist of no more than 15 players, nor less than 12 players.
- Games will be 7 innings. No new inning may start after 1 hour and 40 minutes have elapsed from the start of the game.
- A game is legally completed after 5 innings if the visiting team is ahead and after 4 ½ innings if the home team is ahead.
- The mercy rule is 8 runs after 5 innings, 12 runs after 4 innings and 15 runs after 3 innings.
- Courtesy runner is allowed for the pitcher and catcher, but the courtesy runner may not be a player who is in or has been in the game.
- Designated player must be decided when line-ups are handed in. Designated player will be in the batting line-up with the person who is playing the field listed at the bottom of the line-up. FLEX player may bat but must bat in the position of the designated player and designated player is out of the game for that time; however the designated player can reenter one time.
- All batters and runners will wear a batting helmet at all times. The on-deck batter must also wear a helmet.
- Bats must meet all the USA Softball specification and requirements of Rule 3, section 1. Must be on the list of approved bat models published by USA Softball. Max length 34", weight 38oz with a diameter of 2 1/4". Bats must have the 2000 or 2004 ASA stamp, or the ASA 2013 certification mark (may also have ISF stamp in addition to ASA) and bats must not appear on ASA banned list.
- A pitcher remaining in the game, but moving to a different position, can return as a pitcher any time in the remainder of the game, but only once in the same inning as he/she was removed. Visit count does not reset.
- Any starter who has been removed for a substitute player may re-enter the game once, at any time in the same position in the batting order. Subs may reenter.
- A player may only play on one team per division
- Any fighting or inappropriate conduct will result in either the player's ejection or, if necessary, a team's disqualification. Any such decisions are made solely by the umpire. All incidents must also be reported to LADF staff.
- Field Dimensions:
    - Senior. Softball (13-18): base path 60 ft., pitching distance 43 ft. and field distance 225-250 ft.