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**COMPTON CITY COUNCIL
AGENDA
04/23/2019
5:30 PM**

4:30 P.M. - CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Beatriz Rueda Mojica v. City of Compton, LASD Case No. BC 667 273

**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 COUNCIL - ANTICIPATED LITIGATION

One (1) Potential Case

Pursuant to California Government Code Section 54956.9(b)

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. CERTIFICATE PRESENTATION - Patricia Williams, McDonald's Corporation (Councilwoman Tana McCoy)
2. DMV - DONATE LIFE CALIFORNIA MONTH (Councilwoman Tana McCoy)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

3. MARCH 19, 2019
4. MARCH 26, 2019

CITY FIRE DEPARTMENT

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE QUOTE OF AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO PCM-G FOR THE PURCHASE OF THREE (3) DESKTOP COMPUTERS FOR NEW STAFF IN THE CODE ENFORCEMENT DEPARTMENT (\$6,941.93)
6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A REPAIR SERVICE AGREEMENT WITH AND ISSUE A PURCHASE ORDER FOR AIR EXCHANGE TO REPAIR PLYMOVENT SERVICE EQUIPMENT LOCATED AT COMPTON FIRE STATION 1, 2, 3 AND 4 (\$12,231.51)
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER FOR PAYMENT OF 2018-2019 DUES TO THE AREA E DISASTER MANAGEMENT AREA JOINT POWERS AUTHORITY (\$5,061)

PLANNING AND ECONOMIC DEVELOPMENT

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS, INC. TO PROVIDE ON-CALL PLANNING SERVICES FOR THE COMMUNITY DEVELOPMENT DEPARTMENT FOR \$41,324

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO SHI FOR THE PURCHASE OF NEW COMPUTER EQUIPMENT FOR THE PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT (\$2,778.56)

RECREATION DEPARTMENT

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INSTALLATION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR JUDGE NETTING FOR THE COMPTON PAR 3 GOLF COURSE PROJECT (\$28,700)

RISK MANAGEMENT

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH DUDEK TO PERFORM ADDITIONAL CORRECTIVE ACTION SERVICES IN ACCORDANCE WITH DIRECTIVES OF THE LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD REGARDING REMEDIATION AT COMTON FIRE STATION NO. 1 (\$432,000)

WATER DEPARTMENT

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONSTRUCTION OF THE WELL NO. 20 WATER TREATMENT PLANT PROJECT AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION (\$45,951.23)
13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING VARIOUS PIECES OF COMPTON MUNICIPAL WATER DEPARTMENT EQUIPMENT AS SURPLUS AND AUTHORIZING THE SALE THEREOF

REGULAR AGENDA

CITY MANAGER'S REPORT

14. ORAL REPORT - PUBLIC WORK'S WEEKLY REPORT UPDATE

CITY ATTORNEY'S REPORTS

NEW BUSINESS

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REVISING THE CITY'S POLICIES AND PROCEDURES FOR THE APPROVAL OF PURCHASE ORDERS, BUDGETARY TRANSFERS AND CONTRACTS, AND INCREASING THE CITY MANAGER'S MAXIMUM APPROVAL LEVEL OF EXPENDITURES TO \$25,000; RESCINDING RESOLUTION NO. 24,347
16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PUBLIC WORKS DEPARTMENT'S 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND ISSUE A PURCHASE ORDER TO WILL DAN FINANCIAL SERVICES FOR THE ANNUAL ADMINISTRATION OF THE LANDSCAPE AND LIGHTING DISTRICT NO.1 ASSESSMENTS AND SEWER SERVICE CHARGES (\$24,450)
17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF CIVIC CONSTRUCTION ASSOCIATES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT AND ESTABLISH A PURCHASE ORDER FOR THE SOUTH PARK IMPROVEMENT PROJECT (\$464,200.00)
18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A SUPPLEMENTAL PURCHASE ORDER FOR LOS ANGELES COUNTY DEPARTMENT OF ANIMAL CARE AND CONTROL SERVICES FOR THE REMAINDER OF FISCAL YEAR 2018-2019 (\$200,000)
19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FAST FORWARD CONCRETE CUTTING, INC. FOR THE DEMOLITION OF STRUCTURES AT 501 AND 515 EAST COMPTON BLVD. (\$209,660.00)
20. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH CLEANSTREET FOR STREET CLEANING SERVICES ON AN URGENT NEED BASIS
21. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR STREET SWEEPING SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER WITH ANY OF THE THREE BIDDERS: 1) CLEANSTREET FOR CITYWIDE STREET SWEEPING SERVICES (\$2,093,278.80); OR 2) NATIONWIDE ENVIRONMENTAL SERVICES FOR CITYWIDE STREET SWEEPING SERVICES (\$3,335,845.08); OR 3) R.F. DICKSON COMPANY, INC. FOR CITYWIDE STREET SWEEPING SERVICES (\$3,374,936.52)

22. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO AMEND THE CITY'S EXISTING AGREEMENT FOR INTEGRATED SOLID WASTE MANAGEMENT SERVICES, APPROVE INCREASES TO THE SOLID WASTE RATES, AMEND CHAPTER XXI OF THE COMPTON MUNICIPAL CODE (INTEGRATED WASTE MANAGEMENT), COLLECT SOLID WASTE CHARGES FOR CERTAIN SINGLE-FAMILY RESIDENTIAL PROPERTIES ON THE 2019-2020 COUNTY TAX ROLL, AND MAKE A FINDING THAT THE FOREGOING ACTIONS ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND SETTING A PUBLIC HEARING AND TAKING RELATED ACTIONS (June 18, 2019 at 5:35 p.m.)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 5/7/2019 @ 5:30 PM

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MARCH 19, 2019

The Closed Session Compton City Council meeting was called to order at 4:33 p.m. in the Council Chambers of City Hall by Mayor Aja Brown.

ROLL CALL

Council Members Present – Zurita, McCoy, Sharif, Brown

Council Members Absent – Galvan (*Entered the meeting during closed session*)

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

4:30 P.M. - CLOSED SESSIONS AGENDA ITEMS

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Bradford v. City of Compton, LASC Case No. TC026769 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, City Controller
Pursuant to California Government Code Section 54957

City Attorney Craig Cornwell requested a closed session for the following agenda items: Conference with legal counsel-existing litigation: Bradford v. City of Compton LASC Case No. TC026769 Pursuant to California Government Code Section 54956.9(a); Conference with legal counsel-anticipated litigation potential case, pursuant to California Government Code Section 54956.9(b); and the public employee performance evaluation of the City Manager and City Controller, pursuant to California Government Code Section 54957.

On motion by McCoy, seconded by Zurita, the Council recessed to closed session at 4:34 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

PUBLIC COMMENTS REGARDING CLOSED SESSION ITEMS ONLY

There were no audience comments.

Mayor Brown called the regular City Council meeting to order at 8:06 p.m. The Pledge of Allegiance and moment of silence ceremonies were led by Mayor Aja Brown.

ROLL CALL

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

Councilmembers Absent: None

REPORT OUT OF CLOSED SESSION

City Attorney Cornwell reported out of closed session that in the matter of Bradford v. City of Compton LASC Case No. TC026769—the City Council unanimously voted to reject plaintiff’s Statutory Offer to Compromise, CCP998 that was dated March 14, 2019. No further action was taken, pursuant to California Government Code Section 54956.9(a)

City Attorney Cornwell went on to report that in the matter of the conference with legal counsel-anticipated litigation one (1) potential case—the City Council agreed to execute a third amended Tolling and Standstill Agreement in the matter of BKK Main Street Landfill, and indicated that no further action was taken, pursuant to California Government Code Section 54956.9(b).

City Attorney Cornwell concluded by reporting that in the matter of the public employee performance evaluation of the City Manager – no reportable action taken at that time. Attorney Cornwell further noted that regards to the City Controller--the City Council unanimously voted to increase the City Controller’s salary from range 229 Step (C) to range 229 Step (D), pursuant to California Government Code Section 54957.

6:00 P.M. - PUBLIC HEARING - AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE SALE AGREEMENT OF CERTAIN CITY-OWNED PROPERTY LOCATED AT 930 WEST COMPTON BOULEVARD WITH CITY VENTURES LLC. TO DEVELOP 24 SINGLE FAMILY DETACHED TOWNHOMES (Item #6)

On motion by Zurita, seconded by Galvan, the public hearing was open at 8:10 p.m. by the following vote on roll call:

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

Laurence Adams, Assistance City Manager, reported that the public hearing is being held to consider the sale of property located at 930 W. Compton Boulevard, which is approximately 2.45 acres to City Ventures, a property developer. The Developer is acquiring the land for the purpose of developing market-rate and affordable housing consisting of twenty-four (24) 3-bedroom with 2.5 bathroom townhomes. Four (4) of the townhomes will be required to be sold at affordable sales prices to moderate-income households. The former Community Redevelopment Agency of the City of Compton (the “Agency”) acquired the land, and following the dissolution of the Agency, the land was conveyed to the City of Compton as the Housing Successor to the former Agency.

Ryan Aeh, Vice President of Land Acquisitions for City Ventures, presented a power point presentation, stating that City Ventures, LLC is a successfully established development company based in Southern California. Mr. Aeh indicated that his company is well capitalized, adding that one of their strengths is their commitment to ‘green building’— (environmentally responsible and resource-efficient), City Ventures plans to build 24 2-story, solar powered all-electric detached homes. The concept will include 3 bedroom homes starting at 1700 to 1900 square feet with 2-car garages. Mr. Aeh concluded by presenting conceptual renderings for the Council’s consideration, adding that he is looking forward to bringing green housing to Compton.

COMMENTS REGARDING THE PUBLIC HEARING

Robert Ray, Compton resident, questioned if the homes would be gas or electric powered.

Mr. Aeh responded that the homes will be completely electric.

Barbara Calhoun, Compton resident, will there be a location for the homeowners to entertain such as a meeting room or community room.

Mr. Aeh responded that this site does not have a design for a community room, further indicating that the project includes 24 homes on 2 ½ acres.

Craig Henry, Compton resident, questioned if there will be a Homeowners Association fee (HOA) involved with the leasing, renting or purchasing the properties.

Mr. Aeh replied that there is a small HOA fee of approximately \$50.

Bishop Guillory, Compton resident, stated that he is elated to see the city utilizing the land to bring middle-income people back to Compton. He further stated that this is a great vision to help beautify this city.

Benjamin Holifield, Compton resident, questioned whether there will be a wall around the property.

Mr. Aeh stated that the site plan does not include a perimeter wall.

Joyce Kelly, Compton resident, expressed her opinion that the area is presently too congested and further questioned how the emergency vehicles will access the site, given the high density of homes in the area.

Lasette Garrett, Compton resident, questioned if there will be Section 8 Housing at the site for low-income individuals.

City Manager Rhambo responded that there will indeed be homes designated for low-income residents.

Louis Candelario, Compton resident, addressed the issue of the symbiotic relationship between the environment, architecture and culture. Mr. Candelario expressed his concerns that given the cost of building the proposed housing project and the selling price, does not leave much room for a profit margin. Mr. Candelario questioned who the homes will be marketed to and further questioned whether there is a plan for cultural modification to ensure that certain residents of the community are not pushed out of the housing market. Mr. Candelario further indicated that he is an environmental scientist, and there is no such thing as actual 'green building.'

There being no further public comments, It was moved by Zurita, seconded by McCoy the hearing was closed at 8:28 p.m. by the following vote on roll call:

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

WAIVER OF AGENDA ORDER

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

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

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON MAKING CERTAIN FINDINGS, APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF COMPTON (ACTING AS SUCCESSOR TO THE HOUSING ASSETS OF THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON), AS SELLER, AND CITY VENTURES HOME BUILDING, LLC, AS BUYER, FOR THE SALE OF PROPERTY LOCATED IN THE CITY OF COMPTON AT 930 WEST COMPTON BOULEVARD, AND THE DEVELOPMENT OF A HOUSING PROJECT THEREON, INCLUDING AFFORDABLE HOUSING, AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

On motion by Zurita, seconded by Galvan, **Resolution Number 24,965** entitled 'A **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON MAKING CERTAIN FINDINGS, APPROVING A PURCHASE AND SALE AGREEMENT BETWEEN THE CITY OF COMPTON (ACTING AS SUCCESSOR TO THE HOUSING ASSETS OF THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON), AS SELLER, AND CITY VENTURES HOMEBUILDING, LLC, AS BUY-ER, FOR THE SALE OF PROPERTY LOCATED IN THE CITY OF COMPTON AT 930 WEST COMPTON BOULEVARD, AND THE DEVELOPMENT OF**

A HOUSING PROJECT THEREON, INCLUDING AFFORDABLE HOUSING, AND FINDING THE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT’ 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 COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Roy Love, Chairman of Board of Trustees for 1st United Methodist Church, raised concerns regarding the property that the church is restoring their property located at 2939 Marcelle Street, and indicated that the church is having great difficulty contacting staff to resolve an issue with the construction modification. Mr. Love indicated that he has left several messages with City Staff and has not received any response, and further requested a meeting with city officials.

Mayor Brown requested that the City Manager contact Mr. Love to schedule a meeting to resolve the issue.

Robert Ray, Compton resident, questioned the need for the recently installed barrier/fence in the Council Chambers, and stated that the barrier is a disgrace and an affront to the people of the community. He suggested that the Council consider placing a metal detector at the Chamber doors. Mr. Ray also commented on the recently held candidate’s forum and urged the voters to research the candidates and choose wisely. Mr. Ray commented on agenda item Number 13, which is past due, and further indicated that Compton’s Fire Department has one best Strike Teams in the State.

Lasette Garrett, Compton resident, spoke regarding the numerous potholes around the city, stating that she had to replace a tire and the following week she received two additional flat tires and a damaged rim when she hit a large pothole. Ms. Garrett stated that her car is undriveable because of the damage she has received as a result of the potholes, and further stated that she would like to file a claim.

City Attorney Cornwell scheduled a meeting with Ms. Garrett to assist her and address her claim.

Benjamin Holifield, President/Founder Compton Business Chamber of Commerce, raised a concern regarding the barrier/gate in the City Council Chambers. Mr. Holifield questioned the rationale surrounding the barrier and questioned why a Councilmember would be fearful about conducting city business in the Council Chambers. Mr. Holifield requested that the city beautify the grounds surrounding City Hall, and further urged the Council to beautify the entire city.

Joyce Kelly, Compton resident, stated that she has been at Council meetings in other cities and has yet to see anything so degrading as the gate/barrier recently placed in the Council Chambers. Ms. Kelly stated that the people should have been informed about the gate, which in her opinion, disrespects the community. Ms. Kelly noted that every penny spent in the city should go towards repairing the potholes, and further indicated that the Council should not spend funds on gates, conventions, travel or anything else.

Susan Adams, Compton resident, stated that she does approve of the recently installed ‘wall’ which is a true separation of the Council and the citizens they were elected to serve. Ms. Adams informed the Council and community that her daughter received her official Sample Ballot for the upcoming election, however, the ballot was under a different last name. Ms. Adams stated that she reported the incident to the L. A. County Registrar of Voters and further urged all voters who have received sample ballots at their residence with individuals that do not reside at the address or the names are incorrect, to report the matter to the Registrar at 1(800) 815-2666 and choose option number 4 to report fraud. Ms. Adams concluded by praising Councilmember Sharif for her service and dedication to the citizens of District 4.

Bishop L. G. Guillory, Compton resident, announced that he is requesting that the Justice Department investigate all illegal voting activity in Compton. Mr. Guillory questioned the legitimacy of certain candidates in the upcoming election, citing that the voters of Compton are

very savvy and knowledgeable about who is truly working on behalf of the citizens. Mr. Guillory urged the Council to continue improving the city and requested that the recently installed ‘wall’ in the Chambers be removed.

Craig Henry, Compton resident, suggested that as a matter of courtesy, someone address and update the audience during closed session and inform the community of the wait time for the start of the regular City Council meeting.

CONSENT AGENDA

APPROVAL OF MINUTES

1. FEBRUARY 26, 2019 (*Approved*)

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

2. INVESTMENT REPORT - JANUARY 31, 2019 (*Received and Filed*)

HUMAN RESOURCES

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO PROFESSIONAL SERVICES AGREEMENTS WITH CALIFORNIA LABOR SOLUTIONS LLC AND THE LAW FIRM OF LIEBERT CASSIDY WHITMORE FOR PROVISION OF ADMINISTRATIVE INVESTIGATION SERVICES ON AN “AS-NEEDED” BASIS FOR THE REMAINDER OF FISCAL YEAR 2018-2019 (*Approved Resolution Number 24,966*)

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

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

REGULAR AGENDA

CITY MANAGER'S REPORT

4. REQUEST TO SCHEDULE A JOINT PUBLIC HEARING-HOUSING AUTHORITY 2019 PHA ANNUAL PLAN

On motion by McCoy, seconded by Sharif, the joint public hearing was scheduled for **May 7, 2019 at 5:50 p.m.** by the following vote on roll call:

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

5. PRESENTATION - TYPHUS EDUCATION - DR. JEFFERY GUNZENHAUSER, DEPARTMENT OF PUBLIC HEALTH MEDICAL DIRECTOR

Dr. Jeffery Gunzenhauser offered a power point presentation regarding Typhus education to the City Council and the Compton community.

Dr. Gunzenhauser explained that Typhus, also known as typhus fever, is a group of infectious diseases that include epidemic typhus, scrub typhus and murine typhus. Common symptoms include fever, headache, and a rash. Typically, these symptoms begin one to two weeks after exposure. Typhus is caused by specific types of bacterial infection that is usually spread from rats to fleas to humans.

There is no vaccine to prevent typhus. Reduce your risk of getting typhus by avoiding contact with infected fleas, by keeping rodents and animals away from your home, workplace, and recreational areas. Remove brush, rock piles, junk, cluttered firewood, and food supplies, especially pet food.

If left untreated, typhus can have serious effects on the body. Typhus causes inflamed blood vessels, which in turn can cause a dramatic drop in blood pressure as well as internal bleeding. Patients who suffer from typhus may also experience kidney failure or swelling of the liver and spleen.

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

City Manager Rhambo highlighted the recent pothole repairs performed throughout the city. Mr. Rhambo indicated that a power point presentation will be presented to the City Council and community in the near future.

Mayor Brown noted that the Council discussed alternative security measures, however, the fence/barrier is inadequate and the optics of the barrier makes it appear as though there is a separation between the Council and the audience. Mayor Brown requested that the barrier be removed.

Councilmember Galvan spoke in favor of the barrier/gate.

Councilmember Zurita stated that she has been speaking regarding the need for additional security for the last 2 or 3 years. Councilmember Zurita then stated that safety precautions have been put in place at every board or meeting she attends accept for the Compton City Council meetings, adding that the Council must be focused and address city business without worrying about people approaching the Dias.

NEW BUSINESS

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AMEND THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MCWIL SPORT SURFACE, INC FOR REPLACEMENT OF BASKETBALL COURT FLOORING AT WILSON PARK GYMNASIUM (\$89,855.00)

On motion by Zurita, seconded by Galvan, **Resolution Number 24,967** entitled '**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AMEND THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MCWIL SPORT SURFACE, INC FOR REPLACEMENT OF BASKETBALL COURT FLOORING AT WILSON PARK GYMNASIUM**' was adopted by the following vote on roll call:

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

(Councilmember Zurita exited the meeting at 9:40 p. m.)

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ESTABLISH PURCHASE ORDERS TO VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF MATERIALS AND SUPPLIES ON AN "AS NEEDED" BASIS DURING FISCAL YEAR 2018-2019 FOR THE PARKS AND RECREATION DEPARTMENT (\$39,500.00)

On motion by McCoy, seconded by Galvan, **Resolution Number 24,968** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ESTABLISH PURCHASE ORDERS TO VENDORS LISTED IN “APPENDIX A” FOR THE PROCUREMENT OF MATERIALS AND SUPPLIES ON AN "AS NEEDED" BASIS DURING FISCAL YEAR 2018-2019 FOR THE PARKS AND RECREATION DEPARTMENT**’ was adopted by the following vote on roll call:

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

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE OFFICE OF THE CITY CONTROLLER'S 2018-2019 FISCAL YEAR BUDGET TO MODIFY CURRENT AUTHORIZED STAFFING

On motion by Sharif, seconded by McCoy, **Resolution Number 24,969** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE OFFICE OF THE CITY CONTROLLER'S 2018-2019 FISCAL YEAR BUDGET TO MODIFY CURRENT AUTHORIZED STAFFING**’ was adopted by the following vote on roll call:

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

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH DUDEK TO PERFORM ADDITIONAL CORRECTIVE ACTION SERVICES IN ACCORDANCE WITH DIRECTIVES OF THE LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD REGARDING REMEDIATION AT COMPTON FIRE STATION NO. 1 (\$260,000)
(Resolution removed from agenda)

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF AKM CONSULTING ENGINEERS AND ESTABLISHING A PURCHASE ORDER AND ENTERING INTO A CONTRACT FOR ENGINEERING SERVICES FOR THE PREPARATION OF THE WATER SYSTEM MASTER PLAN UPDATE (\$115,440.00)

On motion by McCoy, seconded by Sharif, **Resolution Number 24,970** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF AKM CONSULTING ENGINEERS AND ESTABLISHING A PURCHASE ORDER AND ENTERING INTO A CONTRACT FOR ENGINEERING SERVICES FOR THE PREPARATION OF THE WATER SYSTEM MASTER PLAN UPDATE**’ was adopted by the following vote on roll call:

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

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A RIGHT OF ENTRY AND ACCESS AGREEMENT FOR PROPERTY LOCATED AT 620 WEST COMPTON BOULEVARD BETWEEN THE CITY OF COMPTON AND AF PROPERTIES 2015 LLC

On motion by McCoy, seconded by Sharif, **Resolution Number 24,971** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A RIGHT OF ENTRY AND ACCESS AGREEMENT FOR PROPERTY LOCATED AT 620 WEST COMPTON BOULEVARD BETWEEN THE CITY OF COMPTON AND AF PROPERTIES 2015 LLC**’ was adopted by the follow-ing vote on roll call:

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

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER FOR ENTERPRISE CAR RENTAL (EAN SERVICES LLC) FOR PROVIDING CAR RENTAL SERVICES IN TIMES OF DISASTER TO THE COMPTON FIRE DEPARTMENT (\$5,634.02)

On motion by Sharif, seconded by McCoy, **Resolution Number 24,972** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER FOR ENTERPRISE CAR RENTAL (EAN SERVICES LLC) FOR PROVIDING CAR RENTAL SERVICES IN TIMES OF DISASTER TO THE COMPTON FIRE DEPARTMENT**’ was adopted by the following vote on roll call:

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

COUNCIL COMMENTS

Councilperson Galvan offered the following communications/announcements:

- Questioned the timeline for the roof reconstruction of 600 N. Alameda Street

City Manager Cecil Rhambo responded that the item will be presented to the City Council within the next few weeks.

Councilperson McCoy offered the following communications/announcements:

- Thanked everyone for attending her Town Hall meeting which was held March 14, 2019 at Burrell MacDonald Park, noting that the meeting was very informative.
- 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.
- Announced that April is Mosquito Awareness Month and reminded everyone to remove all the standing water around their property to guard against mosquitos.
- Invited the community to participate in the Compton Initiative clean up scheduled for April 13, 2019 from 8 a.m. until 12 noon meeting at the CUSD Office located at 417 W. Alondra.
- Adjourn in memory of VFW Compton Post 5394 Commander **Clinton White**

(Councilman Galvan exited the meeting at 9:50 p.m.)

Councilperson Sharif offered the following communications/announcements:

- Invited the community to attend the National Commission for Women’s History Month Recognition Celebration, 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 California Legislative Black Caucus is once again offering the African American Leaders of Tomorrow Program 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 or her office at: (310) 605-5662.
- Announced that the California Legislative Latino Caucus is also accepting application for their leadership program and requested those interested to contact: www.clcf.org for additional information or contact her office at: (310) 605-5662.
- Adjourn in memory of **Rutha Lyles**

ADJOURNMENT

On motion by McCoy, seconded by Sharif, the meeting was adjourned at 9:55 p.m. by the following vote on roll call:

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

CITY CLERK OF THE CITY OF COMPTON

MAYOR OF THE CITY OF COMPTON

MARCH 26, 2019

The Compton City Council meeting was called to order at 5:38 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 5:59 p.m.*)

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

COMMENDATORY RESOLUTIONS/PRESENTATIONS

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

The Mayor and City Council presented a plaque to **Alesha Briggs**, for her sponsorship and assistance with the Black History Program at Burrell MacDonald Park. They commended Ms. Briggs on her many contributions, leadership and dedication, and for being a positive influence in the lives of the youth of the City of Compton.

Ms. Alesha Briggs thanked the Council and community for the prestigious award and the opportunity to serve, and added that she is thrilled to give back to the youth as well as the entire Compton community.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, suggested that the city install metal detectors in the lobby of the City Hall and the Council Chambers and remove the barrier fence. He further indicated that there was one individual that would frequently attend the City Council Chambers carrying a backpack and recently posted a manifesto containing a threat to residents who live in trailer parks. Mr. Ray also stated that the city has spent millions of dollars over the years on a city-wide video camera monitoring system and further demanded an accounting from the City Manager on why the system is not functioning. Mr. Ray noted that the city-wide camera system is a deterrent and assists in fighting crime.

Benjamin Holifield, Founder/President of the Compton Business Chamber of Commerce, indicated that there is barbed-wire fencing at the YAL Center at 700 N. Alameda, and further requested that it be removed. Mr. Holifield stated that the barbed-wire is not necessary and presents a problem for the youth visiting the area. Mr. Holifield then thanked the City Manager and the City Council for the recent improvements in the city, noting that through unity, we can accomplish any goal—team work makes the dream work. Mr. Holifield concluded by requesting that the Council beautify the entry ways into the city, particularly, Compton Boulevard which represents each of the four City Council districts.

Sinetta Farley, Compton resident, stated that in East Rancho Dominguez the residents on Williams and Gipson are having great difficulties with the unpaved alleys which flood during the rainy season. Ms. Farley noted that some of the residents are situated in the unincorporated portion of Los Angeles County, however, they pay taxes to the City of Compton. Ms. Farley indicated that the residents of District 2 sent a letter to the city requesting that the alley be paved, which will greatly benefit the residents.

Delores Newman, Compton resident, stated that she resides near Williams Avenue and Gipson Street, which is situated in the unincorporated portion of Los Angeles County. Ms. Newman went on to explain that there is a dirt alley behind her residence which floods when it rains and it takes approximately 7 days for the water to dry up. Ms. Newman requested that the city pave the alley.

Mayor Brown informed Ms. Newman that City Staff is working on recommendations to address the maintenance and make the alley ways clean and safe.

Nina Childs, Compton resident, spoke regarding the lack of clarity, integrity and accountability in City Hall. Ms. Childs stated that she has been reviewing the city's budget and the fees and line item figures which are very concerning. She urged the citizens of the community to review the synopsis of the State Controller's Audit of the City of Compton, which is available online, free of charge. Ms. Child noted that the full audit is available upon request. Ms. Childs quoted an April, 2018 New York Times newspaper article which stated that the State Controller determined that the city was mismanaging and overspending tax payer funds. Ms. Childs further cited statements from State Controller Betty Yee stating that the California State Controller's Review found that the City of Compton received failing marks in 71 of 79 measures assessing the internal accounting and administrative controls, which ranks Compton's accountability as "non-existent." Ms. Child's urged the citizens of the community to become educated and hold the City Council accountable.

Ms. Jamila Ali, Compton resident, mentioned an L A. Times article relating to mismanagement of funds. Ms. Ali spoke about the embezzlement of city funds, and stated that there are concerns that only one person has been convicted, however, there are several individuals handling the city's money. Ms. Ali demanded that the Council do more than fill the potholes, noting that the streets must be repaved.

Lucenia Garcia, Community Activist, spoke on behalf of the parents of Samantha Bustos regarding the recent tragic death of 15-year-old Samantha Bustos, whose body was found in Compton. Ms. Garcia pleaded with the community to stop the violence and killings and further requested the City Council's support and assistance in stopping the violence in the Compton community. She begged the Black and Latino community to come together and demand peace and harmony for our city and stop the violence, adding that we must all unite to protect the children. Ms. Garcia also urged the Council to repair the city-wide camera system to assist in deterring and solving crimes in the city.

Maria Lucia, Compton resident, spoke with the assistance of a translator regarding the tragic loss of her 25-year-old son due to gun violence. Ms. Lucia stated that she has suffered the unbearable pain of losing 3 of her children and pleaded with the community to stop the violence. Ms. Lucia offered her prayers that no more children are lost to gun violence and pleaded for peace in the community.

Mayor Brown offered condolences to the families that have lost their loved ones noting that it is unnatural for mothers to have to bury their children. Mayor Brown then indicated that we must all pray for peace in the community.

Luisa Flores, stated that her son lost his life directly in front of her house, indicating that her son was in the process of helping another individual when he was shot and killed. Ms. Flores urged the Black and Brown community to unite and stop the violence.

Myesha McCoy, Compton resident, spoke regarding the many relatives and friends she has lost due to gun violence. Ms. McCoy expressed her sadness and dismay for the city regarding the lack of resources for homeless individuals, who are infringing on the rights of the residents by congregating at the local parks and public places and committing illegal activity. She stated that she was arrested and charged with a crime, although she was actually the victim of a crime. Ms. McCoy then stated that the city is littered with trash and debris and must be cleaned up, adding that the community must demand great schools and communities and urged everyone to support her foundation and email her at: fortheluvofcompton@gmail.com.

Councilman Galvan agreed that the homeless encampments at the local parks is very dangerous and a threat to the community. Mr. Galvan urged the City Manager to take action to remove the encampments.

Bishop L. J. Guillory, Compton resident, urged the Black and Brown communities to unite. Mr. Guillory offered a \$5,000 reward for information leading to the arrest and conviction of the person(s) involved in the tragic murder of Samantha Bustos. He further stated that he will be approaching the L.A. County Board of Supervisors to request additional funds for a total of \$25,000. Mr. Guillory further requested that the city place billboard advertisements requesting information regarding the murder.

Councilman Galvan requested that the City Manager place an item on the agenda approving a \$10,000 reward for information leading to the arrest and conviction of the killer(s).

Oliver Harris, Compton resident and member of the East Rancho Dominguez Neighborhood Association, spoke regarding the illegal dumping of trash and debris in the alley way near Williams and Gipson, north of San Vicente. Mr. Harris presented pictures of the large pothole near Alondra and Atlantic and requested that the Council address the potholes, trim the trees and improve the City of Compton.

Maria Lamas, Compton resident, spoke with the aid of a translator, stating that she is an activist representing the Latino community, and expressed her unhappiness with her observations in the city. She indicated that the city is anti-democratic with no respect, indicating that the Latino candidates for the upcoming election are being defamed and harassed. She noted that the signs for the Latino candidates are being torn down and taken away. Ms. Lamas stated that there must be fairness and transparency with the election, indicating that it is time to have free elections with the principals based in the constitution and equality for everyone in the City of Compton. Ms. Lamas also informed the Council that there are many young people in the community that are able to fill positions in city government, adding that the people demand properly functioning city government along with transparency.

Elizabeth Aguilar, Compton resident, stated that she has been living in Compton for 15 years, and she has never seen so much trash, graffiti and violence in the city. Ms. Aguilar commented on the very bad condition of the streets and urged the Council to repair the streets of Compton.

Carlos Acevedo, President-Latino Chamber of Commerce, expressed his condolences to the family of Samantha Bustos and stated that he is pleased to offer funds towards the reward for information leading to the arrest and conviction of the individual(s) involved. Mr. Acevedo further stated that there are individuals in the city illegally using the name and entity of the Compton Latino Chamber of Commerce. Mr. Acevedo presented documentation to corroborate his claim, further indicating that he will be forwarding such evidence to the Secretary of State's Office. Mr. Acevedo concluded that the main purpose of the Latino Chamber of Commerce is to represent 80% of small businesses to overcome the language barrier.

Clinton Stewart, Compton resident, questioned if the Measure 'P' funds and gas tax money are the same.

Mayor Brown explained that Measure 'P' and the Gas Tax funds are two separate accounts. Mayor Brown further requested that the City Manager provide an update for the street reconstruction projects.

David Irons, Compton resident spoke about noise control and spoke against gentrifying the City of Compton. Mr. Irons then noted that he lost his home because of the bond issue.

Maria Villareal, Latino Chamber of Commerce, stated that she has represented the Latino Chamber of Commerce since 2004. She then asserted that the City Council must properly represent every member of the Compton community. Ms. Villareal called for peace and harmony, noting that we are losing too many of our children through violence and drugs.

Joyce Kelly, Compton residents, spoke regarding the rise in crime which began in August of 2013 and questioned the status of the "My Brother's Keeper" program. Ms. Kelly then asserted that every penny spent in the city should go towards pothole repair. Ms. Kelly concluded by urging the Council to address the area of Compton and Burris, which is in horrible condition.

Lynn Boone, Compton resident, stated that the recently installed 'fence' in the Council Chambers was never on the agenda for approval, noting that public funds were spent and misused. Ms. Boone requested that the City Council, under 607 of the City Charter, remove Measure 'P' money from the General Fund and place it in its own separate account. Ms. Boone commended the Council for voting against a bond which would be detrimental to the residents of the community.

Janice Jackson, Compton resident, stated that the city's OnBase System is not working and she is unable to access the Council meeting archives. Ms. Jackson then questioned why the city is utilizing Hyland Software which is in charge of the OnBase system for the city. Ms. Jackson offered her prayers to the families that have lost loved ones due to violence, and further asserted that the community should get away from the "No Snitching" stance and communicate. Ms. Jackson urged everyone to work together to improve the City of Compton.

City Manager Rhambo explained that there have been some technical issues with the city's OnBase system, adding that a cable line was accidentally severed during maintenance. City Manager Rhambo further added that the city is working with Spectrum cable television, and the data signal is presently being upgraded.

City Clerk Alita Godwin informed the community that her office is in the process of archiving years of City Council meeting videos into the new system, adding that the old equipment dates back to the 1980s and obsolete, which makes it technologically incompatible with the new system. Ms. Godwin further indicated that DVDs of previous City Council meetings are available free of charge by contacting the City Clerk's Office at (310) 605-5530.

Mayor Brown requested a report regarding Channel 36, as well as a timeline regarding the system update.

CONSENT AGENDA

APPROVAL OF MINUTES

2. FEBRUARY 19, 2019 (*Approved*)
3. MARCH 5, 2019 (*Approved*)

CITY ATTORNEY

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH PURCHASE ORDERS TO VENDORS FEDERAL EXPRESS (\$1,000) AND ITCONNECT (\$2,500) FOR THE PROCUREMENT OF SUPPLIES AND COMPUTER EQUIPMENT (*Approved Resolution Number 24,973*)

WATER DEPARTMENT

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO VULCAN MATERIALS COMPANY FOR THE FURNISHING AND DELIVERY OF COLD MIX ASPHALT SUPPLIES FOR THE CITY'S WATER DISTRIBUTION SYSTEM (\$4,519.00). (*Approved Resolution Number 24,974*)
6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO VULCAN MATERIALS COMPANY FOR THE FURNISHING AND DELIVERY OF SAND AND AGGREGATE SUPPLIES FOR THE CITY'S WATER DISTRIBUTION SYSTEM (\$2,092.25) (*Approved Resolution Number 24,975*)

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

REGULAR AGENDA

NEW BUSINESS

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

(Councilmember Zurita exited the meeting at 7:14 p.m. and returned at 7:16 p.m.)

On motion by Sharif, seconded by McCoy, **Resolution Number 24,976** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER FOR RUSH TRUCK CENTERS OF CALIFORNIA, INC. TO PROVIDE PARAMEDIC AND COMMAND VEHICLE MAINTENANCE AND REPAIR FOR THE REMAINDER OF FISCAL YEAR 2018-2019**’ was adopted by the following vote on roll call:

AYES: Council Members - Galvan, McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - Zurita

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

On motion by Sharif, seconded by McCoy, **Resolution Number 24,977** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ACCEPTING A GIFT FROM VOLUNTEERS OF AMERICA GREATER LOS ANGELES TO PROVIDE GENERAL BUILDING MAINTENANCE AT 600 NORTH ALAMEDA**’ 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

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

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

Councilmember Zurita questioned the timeline for the installation of the new playground.

Marvin Hunt, Director of Parks and Recreation, replied that the ‘Build Day’ for the new playground equipment will be April 29, 2019. Volunteers from organizations, along with the community, will build and install a full-fledged playground, adding that all of the equipment will undergo safety certification on that date. Mr. Hunt further stated that anyone who wishes to assist with the project may contact him at (310) 605-5688.

Councilmember Zurita thanked Staff and Volunteers of America for all their hard work in implementing the project and further thanked all the donors, sponsors and community volunteers.

Resolution Number 24,978 entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A DONATION AGREEMENT ACCEPTING A GRANT FROM KABOOM!, INC. OF THE PARTS AND INSTALLATION OF A NEW PLAYGROUND WORTH AN ESTIMATED VALUE OF SEVENTY THOUSAND DOLLARS**’ 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**

(Councilman Galvan exited the meeting at 7:22 p.m.)

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Thanked the City Manager and Staff for repairing the potholes around the City of Compton.

Councilperson McCoy offered the following communications/announcements:

- Submitted a list of streets with critical potholes to be addressed by the City Manager.
- Requested that the graffiti recently painted on Poplar and Central be removed once again.
- Invited the community to participate in the Compton Initiative clean up scheduled for April 13, 2019 from 8 a.m. until 12 noon meeting at the CUSD Office located at 417 W. Alondra.
- Adjourn in memory of **Samantha Bustos**

(Councilperson Zurita exited the meeting at 7:22 p.m.)

(Councilman Galvan exited the meeting at 7:25 p.m.)

Councilperson Sharif offered the following communications/announcements:

- Requested an update on the construction taking place at South Park.

Marvin Hunt, Parks and Recreation Director, responded that the city received four bids for services on March 18, 2019 and Staff has selected one of the vendors and the items will be before the Council in the near future.

- Announced that the California Legislative Black Caucus is once again offering the African American Leaders of Tomorrow Program 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 or her office at: (310) 605-5662.
- Announced that the California Legislative Latino Caucus is also accepting applications for their leadership program and requested those interested to visit: www.cllef.org for additional information or contact her office at: (310) 605-5662.
- Adjourn in memory of **Clarence Banks, Sr.** and **Leo Sampson**.

Mayor Brown offered the following communications/announcements:

- Requested that the City Manager present a power point update on Phase 2 of the street repair/reconstruction project along with the newly added street timelines and anticipated start dates.

- Requested an estimated date for the Measure ‘P’ web page as well as a plan to ensure that there is a quorum for future Measure ‘P’ Oversight Committee meetings ---which will report back to the Council and community.
- Commented that the 91 freeway on/off ramps must be addressed by Cal Trans for the safety of the residents travelling in the area, and requested an update from the City Manager.
- Mayor Brown announced that the Positive Results Corporation will be hosting its 3rd Annual Prom Dress Gift-Away on May 4, 2019 from 11 to 3 p.m. at the Dollarhide Community Center. Last year, over 100 young ladies were gifted with Prom dresses, shoes, handbags and other accessories, along with hair styling and make up services. Mayor Brown urged those interested in donating new or gently-used Prom Dresses to visit: www.prc123.org.

ADJOURNMENT

On motion by McCoy, seconded by Sharif, the meeting was adjourned at 7:40 p.m. by the following vote on roll call:

AYES: Council Members - McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - Zurita, Galvan

CITY CLERK OF THE CITY OF COMPTON

MAYOR OF THE CITY OF COMPTON

April 23, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE QUOTE OF AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO *PCM-G* FOR THE PURCHASE OF THREE (3) DESKTOP COMPUTERS FOR NEW STAFF IN THE CODE ENFORCEMENT DEPARTMENT (\$6,941.93).

SUMMARY

The adoption of this Resolution will authorize the City Manager to accept the bid of and issue a purchase order in the amount of Six Thousand, Nine Hundred Forty-One Dollars and Ninety-Three Cents (\$6,941.93) to PCM-G for the purchase of three (3) desktop computers for new staff in the Code Enforcement Department.

BACKGROUND

On June 26, 2018, the City Council adopted Resolution No. 24,804, which adopted the City of Compton's 2018-2019 Fiscal Year Budget. The Code Enforcement budget was approved to fill three (3) vacancies. Since January 1, 2019, the Code Enforcement Department ("Department") has filled those vacancies and now is in need of additional computers for the new staff.

STATEMENT OF ISSUE

The Department is in need of three (3) desktop computers. Staff solicited formal quotes for the purchase of three (3) new computers. Quotes were received from three (3) vendors as follows:

<u>VENDOR</u>	<u>QUOTE AMOUNT</u>
PCM-G	\$6,941.93
GovConnection, Inc.	\$7,013.39
Zones LLC	\$7,018.71

Staff reviewed all submitted quotes and determined that the quote of PCM-G was the lowest most responsible quote. Since the total amount of this expenditure exceeds the \$5,000 spending authority, City Council authorization for this purchase order is required.

ALTERNATIVE

None proposed.

FISCAL IMPACT

The cost for three (3) new desktop computers is Six Thousand, Nine Hundred Forty-One Dollars and Ninety-Three Cents (\$6,941.93). The funds for this expenditure are available in the Code Enforcement Department's Fiscal Year budget in Account No. 1001-670-000-4249.

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 QUOTE OF AND AUTHORIZING THE CITY MANAGER TO
ISSUE A PURCHASE ORDER TO PCM-G FOR THE PURCHASE OF THREE
(3) DESKTOP COMPUTERS FOR NEW STAFF IN THE CODE
ENFORCEMENT DEPARTMENT (\$6,941.93)**

WHEREAS, on June 26, 2018, the City Council adopted Resolution No. 24,804, which adopted the City of Compton's 2018-2019 Fiscal Year Budget. The Code Enforcement budget was approved to fill three (3) new vacancies; and

WHEREAS, since January 1, 2019, the Code Enforcement Department ("Department") has filled those vacancies and now is in need of additional computers for the new staff; and

WHEREAS, the Department solicited formal quotes for the purchase of three (3) new computers. Quotes were received from three (3) vendors as follows:

<u>VENDOR</u>	<u>QUOTE AMOUNT</u>
PCM-G	\$6,941.93
GovConnection, Inc.	\$7,013.39
Zones LLC	\$7,018.71; and

WHEREAS, Staff reviewed the submitted quotes and determined that the quote of PCM-G was the lowest most responsible quote; and

WHEREAS, the total amount of this expenditure exceeds the \$5,000 spending authority and requires City Council authorization; and

WHEREAS, the funds for this expenditure are available in the Code Enforcement Department's Fiscal Year budget in Account No. 1001-670-000-4249.

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

SECTION 1. That the quote of PCM-G in the amount of Six Thousand Nine Hundred Forty-One Dollars and Ninety-Three Cents (\$6,941.93) for the purchase of three (3) new desktop computers is hereby accepted and all other quotes are rejected.

SECTION 2. That the funds for this expenditure are available in the Code Enforcement Department's 2018-2019 Fiscal Year budget in Account No. 1001-670-000-4249.

SECTION 3. That the City Manager is hereby authorized to issue a purchase order in the amount of Six Thousand, Nine Hundred Forty-One Dollars and Ninety-Three Cents (\$6,941.93) to PCM-G for the purchase of three (3) new desktop computers.

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 Code Enforcement 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



ORDERING INFORMATION
GovConnection, Inc. DBA Connection

Please contact your account manager with any questions.

Ordering Address
GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address
GovConnection, Inc.
Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE
Erate Spin Number:	143026005

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:

SLEDOPS@connection.com

QUESTIONS: Call 800-800-0019

FAX: 603.683.0374

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Jerry Wendel
Phone: (800) 800-0019 ext. 34293
Fax: (603) 683-0364
Email: jerry.wendel@connection.com

24759400.01-W1

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 2/19/2019
Valid Through: 3/21/2019
Account #: S02997

Account Manager:
Phone:
Fax:
Email:

Customer Contact: Garry Francis
Email: garry.francis@comptoncity.org

Phone: (310) 605-5507
Fax: (310) 603-8776

QUOTE PROVIDED TO:	SHIP TO:
AB#: 3056774 CITY OF COMPTON 205 SOUTH WILLOWBROOK REDEVELOPMENT AGENCY COMPTON, CA 90220 (310) 605-5500	AB#: 9445270 CITY OF COMPTON 205 SOUTH WILLOWBROOK AVENUE COMPTON, CA 90220 (310) 605-5507

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	248.00 lbs	NET 30	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	3	36234301	PA03770-B005	SCANSNAP IX1500 SCANNER PERP Fujitsu Scanner	Fujitsu Scanner	\$ 432.24	\$ 1,296.72
2	3	35771729	4BC48UT#ABA	EliteDesk 800 G4 Tower Core i7-8700 3.2GHz / 8GB / 256GB SSD / UHD630 / DVD-W / GbE / DP / W10P64 HP Desktops	HP Desktops	\$ 1,055.32	\$ 3,165.96
3	3	4743418	U7897E	4-Year CarePack 9x5 Next Business Day Hardware Support - CPU Only 15	15	\$ 45.32	\$ 135.96
4	3	16431593	AW664UT#ABA	Adjustable Dual Monitor Stand HP Accessories	HP Accessories	\$ 162.21	\$ 486.63
5	6	Fee: 12		State Environmental Fee		\$ 6.00	\$ 36.00
5	6	34388584	1FH46A8#ABA	Promo 23" E233 Full HD LED-LCD Monitor, Silver HP Desktop Displays	HP Desktop Displays	\$ 175.77	\$ 1,054.62
6	6	13550845	U0J12E	4-year CarePack Next Business Day Advanced Exchange Hardware Support for Monitor HP IPG/Services	HP IPG/Services	\$ 35.35	\$ 212.10
						Subtotal	\$ 6,387.99
						Fee	\$ 0.00
						Shipping and Handling	\$ 10.00
						Tax	\$ 615.40
						Total	\$ 7,013.39



PCM-G
1940 East Mariposa Avenue
El Segundo, CA 90245
Phone: (800) 700-1000

Quote Number: 2707810
Description: Quote_Garry Francis
Contact Name: Garry Francis
Contact Email: garry.francis@comptoncity.org
PO Number:
Phone Number:
Fax Number:
Ship Via: UPS Ground

Created By: Marty Mallari
Created Date: 02/14/2019 02:14:59 PM
Modified By: Marty Mallari
Modified Date: 02/14/2019 02:14:59 PM
Order Notes:

BILL TO

CITY OF COMPTON (1028298057)
205 S. WILLOWBROOK
City Controller
COMPTON CA 90221

SHIP TO

CITY OF COMPTON (default)
205 S. WILLOWBROOK
City Controller
COMPTON CA 90221

QUOTE ITEMS

	Description	Qty	Price	Ext Price
System 1				
	EliteDesk 800 G4 - tower - Core i7 8700 3.2 GHz - 8 GB - 256 GB Mfr: HP INC Mfr #: 4BC48UT#ABA	3	1,059.00	3,177.00
	Electronic Care Pack Next Business Day Hardware Support - extended service agreement - 4 years - on-site Mfr: HP INC Mfr #: U7897E	3	44.00	132.00
	Adjustable Dual Display Stand - stand Mfr: HP INC Mfr #: AW664UT#ABA	3	154.00	462.00
	EliteDisplay E233 - LED monitor - Full HD (1080p) - 23" - Smart Buy Mfr: HP INC Mfr #: 1FH46A8#ABA	6	174.00	1,044.00
	Electronic Waste Fee for Displays between 15" and 35" Mfr #: CAEWR-2	6	6.00	36.00
	Electronic Care Pack Next Business Day Hardware Support - extended service agreement - 4 years - on-site Mfr: HP INC Mfr #: U0J12E	6	32.00	192.00
	ScanSnap iX500 - document scanner - desktop - USB 3.0, Wi-Fi(n) Mfr: Fujitsu Mfr #: PA03656-B355	3	429.00	1,287.00
			System Subtotal:	6,330.00 USD
			Subtotal:	6,330.00 USD
			Total Tax:	611.93 USD
			Total:	6,941.93 USD

Thank you for giving PCM-G the opportunity to quote you these items.
We look forward to doing business with you in the future.
Product Prices and Sales Tax are subject to change without notice and a Freight charge may be added to the invoice.
Times listed are Pacific Standard Time (PST).

ZONES™

2/18/2019

Bill To:

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

Ship To:

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

Account # 0071060648

Quote : K1228342

PO# :

Software prices subject to change

Hardware quotes are valid for 7 business days

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

REMIT PAYMENT TO:
ZONES LLC
PO Box 34740
Seattle WA 98124-1740

**PLEASE SEND PURCHASE
ORDERS DIRECTLY TO YOUR
ZONES LLC ACCOUNT MANAGER
VIA FAX OR EMAIL**

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

Email:david.smith@zones.com

Item #	Qty.	Mfr. Name	Description	Manufacturers Part #	Unit Price	Total
A 00344271	9		CA ELECTRONIC WASTE RECYCLING FEE 15 TO 35 INCH	A 00344271	6	54.00
003883049-NEW	3	FUJITSU COMPUTER PRODUCTS	Fujitsu ScanSnap iX500 - document scanner - desktop - USB 3.0, Wi-Fi(n	PA03656-B305	435.93	1,307.79
006010361-NEW	3	HP INC.	HP 800G4ED TWR i78700 8GB/256 PC U.S.	4BC48UT#ABA	1068.69	3,206.07
A 01204275	3	HP INC.	HP Care Pack 9x5 NBD 4 yr	U7897E	41.03	123.09
P 04034272	3	HP INC.	HP Adjustable Dual Monitor Stand US	AW664UT#ABA	151.85	455.55
005108712-NEW	6	HP INC.	HP Smart E233 23in IPS 1920x1080 VGA/HDMI/DPort LED Monitor w/Height	1FH46A8#ABA	176.99	1,061.94
001899023-NEW	6	HP INC.	HP 4y Nbd Adv Exchange Large Monitor SVC	U0J12E	32.01	192.06

ASK US ABOUT

Installation Services

On-site Technical Services and Hourly Service Rates

Remote Help Desk and Remote Network OS Support

Sub-Total: \$6,400.50

Estimated Sales Tax: \$618.21

FedEx Ground: \$0.00

Grand Total: \$7,018.71

Visit us on the web: <http://www.zones.com>

**FINANCING, LEASING AND SUBSCRIPTION OPTIONS AVAILABLE !
CONTACT LEASING@ZONES.COM FOR MORE MORE INFORMATION !**

ZONES LLC
1102 15th Street S.W. Suite 102
Auburn, USA 98001
Phone: (800) 419-9663



CERTIFIED
as an NBBC
MINORITY BUSINESS
ENTERPRISE
by the NMSDC

IN THE EVENT THAT YOU HAVE AN AGREEMENT ("AGREEMENT") IN PLACE WITH ZONES, LLC, THAT GOVERNS THE SALE ASSOCIATED HEREWITH, SUCH AGREEMENT SHALL GOVERN; OTHERWISE THE TERMS AND CONDITIONS OF SALE SET FORTH ON THE WEB PAGE LINKED AT WWW.ZONES.COM/TERMSOFSALE ("TERMS AND CONDITIONS"), SHALL GOVERN. ZONES EXPRESSLY LIMITS THE TERMS AND CONDITIONS OF THIS SALE TO SUCH AGREEMENT OR THE TERMS AND CONDITIONS, AS APPLICABLE, AND ZONES EXPRESSLY OBJECTS TO, DISCLAIMS, AND REJECTS ANY DIFFERENT OR ADDITIONAL TERMS SET FORTH IN ANY OF CUSTOMER'S DOCUMENTS OR COMMUNICATIONS. ZONES EXPRESSLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES.

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

April 23, 2019

TO: MAYOR AND COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A REPAIR
SERVICE AGREEMENT WITH AND ISSUE A PURCHASE ORDER FOR
AIR EXCHANGE TO REPAIR PLYMOVENT SERVICE EQUIPMENT
LOCATED AT COMPTON FIRE STATION 1, 2, 3 AND 4 (\$12,231.51)**

SUMMARY

Adoption of this Resolution will authorize the City Manager to enter into a service agreement with and issue a purchase order in the amount not to exceed Twelve Thousand Two Hundred Thirty-One Dollars and Fifty-One Cents (\$12,231.51) to Air Exchange for repairs to Plymovent System equipment located in Fire Station 1, 2, 3 and 4.

BACKGROUND

Clean air is something that most take for granted. Everywhere people work, visible and invisible air pollutants; such as, oil mist, vehicle emissions and dust; are a hazard to people's health. Diesel engines used in fire trucks, produce a mixture of toxic gases and particulates from the combustion process. These hazardous vehicle exhaust emissions in a fire station are one of a firefighter's most significant cancer health risks.

STATEMENT OF THE ISSUE

Thy Plymovent Systems equipment manufacturer is a global, leading supplier of products, systems and services for the extraction and filtration of polluted indoor air. They offer solutions for the capturing and removal of vehicle exhaust gases. These products contribute significantly to a cleaner, safer and healthier workplace.

Currently all four (4) Compton Fire stations are equipped with Plymovent Diesel Exhaust Extraction Health and Safety Systems. Repairs to these systems are needed at Fire stations 1, 2, 3 and 4.

Plymovent Systems has two (2) authorized distributors located in the state of California; (1) Air Exchange, which has offices located in northern California (Fairfield) and in Southern California (Ontario) and (2) Aair Purification System located in San Diego. Aair Purification System does not service the Los Angeles area; thus, Air Exchange is the sole provider of authentic Plymovent System parts and is certified to sell, service, and install Plymovent Systems.

Air Exchange has submitted a proposal to repair the systems at Fire Stations 1, 2, 3 and 4 at a cost of \$12,231.51.

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

FINANCIAL IMPACT

Funds for this expenditure are allocated in Account No. 1004-610-000-4269 of the Fiscal Year 2018-2019 budget.

RECOMMENDATION

Staff recommends that Council approve the attached Resolution.

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

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A REPAIR SERVICE AGREEMENT WITH AND ISSUE A PURCHASE ORDER FOR AIR EXCHANGE TO REPAIR PLYMOVENT SERVICE EQUIPMENT LOCATED AT COMPTON FIRE STATION 1, 2, 3 AND 4 (\$12,231.51)

WHEREAS, Diesel engines used in fire trucks produce a mixture of toxic gases and particulates from the combustion process and these hazardous vehicle exhaust emissions in a fire station are one of a firefighter's most significant cancer health risks; and

WHEREAS, the Plymovent Systems equipment manufacturer is a global, leading supplier of products, systems and services for the extraction and filtration of polluted indoor air. They offer solutions for the capturing and removal of vehicle exhaust gases, which contribute significantly to a cleaner, safer and healthier workplace; and

WHEREAS, currently all four (4) Compton Fire Stations are equipped with Plymovent Diesel Exhaust Extraction Health and Safety Systems and repairs to these systems are needed at Fire station 1, 2, 3 and 4; and

WHEREAS, Plymovent Systems has two (2) authorized distributors located in the state of California: Air Exchange and Aair Purification System; however, Aair Purification System does not service the Los Angeles region; and

WHEREAS, Air Exchange has submitted a proposal to repair the systems at Fire Stations 1, 2, 3 and 4 at a cost of \$12,231.51; and

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

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney, is hereby authorized to enter into a service agreement with Air Exchange for repairs to Plymovent System equipment located at the Compton Fire Department Stations 1, 2, 3, and 4.

SECTION 2. That a purchase order is authorized to be issued in the amount not to exceed Twelve Thousand Two Hundred Thirty-One Dollars and Fifty-One Cents (\$12,231.51) for Air Exchange for the repair services at Compton Fire Stations 1, 2, 3 and 4.

SECTION 3. That funds for this expenditure are available in the 2018-2019 Fiscal Year budget in Account No. 1004-610-000-4269.

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

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

ADOPTED this ____ day of _____ 2019.

MAYOR OF THE CITY OF COMPTON

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

PROPOSAL

Page 1 of 2

Date:	3/25/2019	Valid Through:	6/1/2019
Proposal No.:	03252019-A	Submitted By:	Steve Harris
Submitted To:	Anthony Adams		steveh@airexchange.com
Company:	BC Aadams@comptoncity.org Compton Fire Department 201 S. Acacia Ave. Compton, CA 90220 310-605-6272	Office Phone:	909-923-7952
		Mobile:	909-973-8211
		Fax:	909-923-7941
Job Location:	Multiple Stations Compton CA 90220	(To Be Filled Out By AE, Inc. Only)	
		Date Accepted:	
		Customer PO:	
		Authorized By:	

Scope of Work:

Repairs to the Plymovent Diesel Exhaust Extraction Health and Safety Systems at all 4 Fire Stations. These repairs are still needed at your Stations to help your systems work properly. (They include replacing a complete hose drop at Station that is missing)

PARTS

QTY	ITEM NO.	DESCRIPTION	PRICE	TOTAL
1	116389	Upper Hose Section 15'	\$ 639.00	\$ 639.00
1	116411	Mid Hose Section 10'	\$ 410.00	\$ 410.00
1	111350	4.75" Chrome elbow Reducer	\$ 322.00	\$ 322.00
1	105144	Trolley with Disconnect Plate	\$ 153.00	\$ 153.00
1	105126	Balancer Locking Cable	\$ 24.00	\$ 24.00
1	100716	Pressure Sensor	\$ 37.00	\$ 37.00
		The above listed parts are for Station 2		
1	MOTOR	Motor 3hp 1 ph 208/240v	\$ 1,100.00	\$ 1,100.00
		The above listed parts are for Station 4		
4	116087	Wireless Transmitter w/ pigtails and sensor	\$ 174.00	\$ 696.00
		The above listed parts are for Station 3		
1	115851	MFD Valve Old Style complete	\$ 450.00	\$ 450.00
5	105056	6.25" grabber nozzles	\$ 304.00	\$ 1,520.00
12	111866	Bearings (all drops)	\$ 28.00	\$ 336.00
1	Complete	Complete Hose Drop W/ 4.75" grabber nozzle	\$ 2,624.00	\$ 2,624.00
1	16826	CONTACTOR C60 24V COIL -- ALLEN BRADLEY	\$ 649.00	\$ 649.00
1	102478	OVERLOAD RELAY 26-85 AMP -- ALLEN BRADLEY	\$ 284.00	\$ 284.00
		The above listed parts are for Station 1		
LABOR / FREIGHT / RENTAL EQUIPMENT / BONDS				
16	Labor	Labor to install, test, and adjust the above listed Plymovent Health and Safety Components	\$ 127.50	\$ 2,040.00

Please Review Terms & Conditions on Next Page & Sign and Date

Thank you for allowing Air Exchange, Inc. to provide this Proposal
We appreciate the opportunity!

Sub Total \$ 11,284.00
Sales Tax \$ 947.51
TOTAL \$ 12,231.51

PROUDLY SERVING CALIFORNIA & NEVADA SINCE 1972

TERMS and CONDITIONS

(Unless Otherwise Noted On This Proposal)

TERMS:

Sales Tax, if applicable, is based on current rates at time of billing.

Payment Terms **Net 10**

(Should different terms be requested, an addendum will need to be fully executed in order to approve revised terms)

All work to be performed during normal business hours (M-F 6:00 a.m to 5:00 p.m.). Work authorized to be done outside of normal business hours will be subject to additional charges, i.e., time & a half, double time, etc.

Estimate on parts found faulty during service is based on report of no known problems. If parts cost and labor become extensive and exceed Estimate, Air Exchange, Inc. will contact the Buyer with notification of exact additional costs. Buyer to carry all necessary insurances.

EXCLUSIONS:

The following Exclusions apply, but are not limited to:

- Any materials or labor not listed on proposal
- Any additional or different Fans or Interlocks not listed on proposal
- Blocking, Roof Curbs, Roof Jacks, or Painting

Permits and fees for items, including, but not limited to: *(For any item below required; a separate quote will follow)*

- Any pertinent load calculations
- Technical Drawings
- Submittals
- Shop Drawings & Permit Drawings of any kind

Outside services, including, but not limited to:

- Concrete work
- Exterior penetrations
- Fork or Scissor Lift Rentals

Freight, if not included on this proposal, can be handled one of the following ways:

- Provide preferred carrier with Buyer's account number **OR**
- Air Exchange, Inc. will pay for Freight charges and Invoice Buyer - This provision must be included in your Purchase Order to Air Exchange, Inc.

GUARANTEE:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon the written orders and agreement of both parties, and will become an extra charge in addition to this proposal. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workers' Compensation Insurance.

SIGNATURE of ACCEPTANCE

The above Prices, Specifications, and Terms & Conditions are satisfactory and are hereby accepted. The signature provided is an authorized agent for the Buyer & authorizes Air Exchange, Inc. to perform the work as specified.

Authorized Signature
Buyer

Authorized Signature
Air Exchange, Inc.

Date of Acceptance

Date of Proposal

AE Use Only

Int'l's

Int'l's

April 23, 2019

TO: MAYOR AND COUNCIL MEMBERS

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER FOR PAYMENT OF 2018-2019 DUES TO THE AREA E DISASTER MANAGEMENT AREA JOINT POWERS AUTHORITY (\$5,061).

SUMMARY

Adoption of the attached resolution will amend the 2018-2019 Fiscal Year budget to transfer Five Thousand Sixty One Dollars (\$5,061.00) between accounts and authorize the City Manager to establish a purchase order in the amount of Five Thousand Sixty One Dollars (\$5,061.00) for payment of the City's 2018-2019 dues to the Area E Disaster Management Area Joint Powers Authority.

BACKGROUND

The State of California has adopted the Standardized Emergency Management System ("SEMS") pursuant to Title 19, Division 2 of the State's Code of Regulations, which requires all local governments within a county geographic area to be organized into a single Operational Area. In accordance with SEMS, the Board of Supervisors of Los Angeles established the Los Angeles County Operational Area ("Operational Area") on July 5, 1995. There have been established Disaster Management Areas (previously known as "Civil Defense Areas") within the Los Angeles County Operational Area, each having a Disaster Management Area Coordinator who serves as a representative on the Operational Area Advisory Board to facilitate communication between the cities and the Operational Area. Coordinating the efforts of the cities within Los Angeles County enables the Los Angeles County Operational Area to accomplish the objectives of SEMS by promoting greater efficiencies in disaster management, planning, training, and preparedness.

STATEMENT OF ISSUE

In or about December 1998, the City became a member of the Disaster Management Area "E" when the City entered into the Area E Joint Powers Agreement with the Area E Disaster Management Joint Powers Authority, to provide for inter-agency cooperation in major natural or man-made disasters. As a member the City is required to pay the annual dues to remain in good standing and receive the benefits

and support of Area E and the Disaster Management Area Coordinator. Membership provides support, resources and information for the City's Office of Emergency Management.

City Council approval is needed because the expenditures exceed \$5,000 Dollars.

FISCAL IMPACT

The City's dues for 2018-2019 are \$5,061.00. The Department's 2018-2019 Fiscal Year budget will need to be amended to transfer funds between accounts as follows:

<u>From:</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4269	Other Contract Services	\$5,061.00
<u>To:</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4219	Publishing & Membership Dues	\$5,061.00

RECOMMENDATION

It is recommended that Council approve the attached Resolution.

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

APPROVED FOR FORWARDING

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS
AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER
FOR PAYMENT OF 2018-2019 DUES TO THE AREA E DISASTER
MANAGEMENT AREA JOINT POWERS AUTHORITY (\$5,061).**

WHEREAS, the State of California has adopted the Standardized Emergency Management System (“SEMS”) pursuant to Title 19, Division 2 of the State’s Code of Regulations, which requires all local governments within a county geographic area to be organized into a single Operational Area; and

WHEREAS, coordination the efforts of the cities within Los Angeles County enables the Los Angeles County Operational Area to accomplish the objectives of SEMS by promoting greater efficiencies in disaster management, planning, training, and preparedness; therefore, in accordance with SEMS, the Board of Supervisors of Los Angeles established the Los Angeles County Operational Area (“Operational Area”) on July 5, 1995, with the County of Los Angeles serving as the lead agency of Los Angeles County Operational Area; and

WHEREAS, in or about December 1998, the City became a member of the Disaster Management Area “E” when the City entered into the Area E Joint Powers Agreement with the Area E Disaster Management Joint Powers Authority, to provide for inter-agency cooperation in major natural or man-made disasters; and

WHEREAS, as a member, the City is required to pay annual dues to remain in good standing and receive the benefits, support, resources and information for the City’s Office of Emergency Management of Area E and the Disaster Management Area Coordinator; and

WHEREAS, the City’s dues for 2018-2019 are \$5,061.00. The Fire Department’s 2018-2019 Fiscal Year budget will need to be amended to transfer funds between accounts for this expenditure.

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

SECTION 1. That the City Manager is authorized to issue a purchase order in the amount of Five Thousand Sixty One Dollars (\$5,061.00) for payment of the City’s 2018-2019 membership to Area E Disaster Management Joint Powers Authority.

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

<u>From:</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4269	Other Contract Services	\$5,061.00
<u>To:</u>	<u>Description</u>	<u>Amount</u>
1001-690-000-4219	Publishing & Membership Dues	\$5,061.00

SECTION 3. That funds for this expenditure are available in the Fire Department’s 2018-2019 Fiscal Year budget in Account No. 1001-690-000-4219.

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

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

ADOPTED this ____ day of _____ 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

April 23, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: RICHARD A. ROJAS, JR., AICP, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS, INC. TO PROVIDE ON-CALL PLANNING SERVICES FOR THE COMMUNITY DEVELOPMENT DEPARTMENT FOR \$41,324

SUMMARY

Adoption of this resolution will amend the 2018-2019 Fiscal Year budget to transfer Forty-One Thousand Three-Hundred Twenty-Four Dollars (\$41,324) between accounts, authorize the City Manager to enter into a professional services agreement with CSG Consultants, Inc. to provide on-call planning services to the Community Development Department ("Department").

BACKGROUND

The Department must review new development plans and respond to customer inquiries regarding development to assure compliance with current development regulations; however, the Department does not have sufficient staff to perform planning services. Recently, the Assistant Planner received a temporary assignment and funding to work on Successor Agency projects. As a result, there is a need to engage the services of a qualified and experienced planning firm to ensure continued service delivery that is efficient, reliable, accurate, responsive,

On February 26, 2019, management met with members of AFSCME Local 3947 to discuss the agreement. Local 3947 requested additional information about the scope and term of the agreement and requested that management also meet and confer with AFSCME Local 2325.

On March 14, 2019, management provided a revised agreement to AFSCME Local 3947 and 2325 to address questions about the scope and term. No additional comments were received.

On April 8, 2019, management met with members of AFSCME Local 2325 to discuss the agreement. All parties agreed to the terms of the agreement and support the item moving forward.

STATEMENT OF THE ISSUE

On August 9, 2018 the Department released an RFP to solicit proposals from qualified firms. Six firms responded to the RFP. A selection committee reviewed the proposals and evaluated each firm on the criteria set forth in the RFP. The top four firms were interviewed. The committee

determined that CSG Consultants Inc. is the most qualified based upon the criteria specified in the RFP and the interviews.

Once the “on-call” contract is executed, the consultant will be utilized as needed for specific assignments. The consultant is not guaranteed work, but is available if/as needed for work up to the contracted amount over the course of the term. No work will be issued unless there is sufficient funding available in the Approved Budget. The consultants’ work will have to be authorized by the City in advance, allowing flexibility to address Department needs.

The consultant will be utilized to perform municipal planning consulting services including:

- Assist with public counter service
- Assist with review of development applications
- Assist with preparation of planning studies and reports

FISCAL IMPACT

The cost for the on-call services contract is offset by salary savings. A transfer of funds within the Department is required to pay for the agreement with CSG Consultants, Inc. as follows:

Transfer From:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1001-780-000-4101	Permanent Salaries (Assistant Planner)	\$41,324

Transfer To:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1001-780-000-4262	Other Professional Services	\$41,324

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution.

**RICHARD A. ROJAS, JR., AICP, DIRECTOR
COMMUNITY DEVELOPMENT DEPARTMENT**

APPROVED FOR FORWARDING

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS, INC. TO PROVIDE ON-CALL PLANNING SERVICES FOR THE COMMUNITY DEVELOPMENT DEPARTMENT FOR \$41,324

WHEREAS. The Community Development Department requires the assistance of a qualified and experienced planning firm to review new development plans and respond to customer inquiries regarding development to assure compliance with current development regulations; and

WHEREAS, the City is also needed to assist with priority assignments of the Department that require specialized knowledge; and

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

WHEREAS, the cost for services will not exceed Forty One Thousand Three Hundred Twenty Four Dollars (\$41,324).

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

SECTION 1. That the City Manager is hereby authorized to enter into a professional services agreement with CSG Consultants, Inc. to provide on-call planning services in an amount not to exceed Forty One Thousand Three Hundred Twenty Four Dollars (\$41,324).

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

Transfer From:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1001-780-000-4101	Permanent Salaries (Assistant Planner)	\$41,324

Transfer To:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1001-780-000-4262	Other Professional Services	\$41,324

SECTION 3. That a purchase order in the amount of Forty One Thousand Three Hundred Twenty Four Dollars (\$41,324) is authorized to be issued for CSG Consultants, Inc.

SECTION 4. That funds for this expenditure are available in the Community Development Department's 2018-2019 Fiscal Year budget.

SECTION 5. That a certified copy of this resolution shall be filed in the offices of the City Manager, City Clerk, City Controller, and the Community Development 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

Resolution No. _____

Page 2 of 2

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

CITY CLERK OF THE CITY OF COMPTON

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

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **CSG CONSULTANTS, INC.** (hereinafter referred to as "**CONSULTANT**"), located at 3707 W. Garden Grove Boulevard, Orange, CA 92868.

RECITALS:

WHEREAS. The Community Development Department requires the assistance of a qualified and experienced planning firm to review new development plans and respond to customer inquiries regarding development to assure compliance with current development regulations; and

WHEREAS, the City is also needed to assist with priority assignments of the Department that require specialized knowledge; and

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

WHEREAS, on _____, 2019, the Council adopted Resolution No. _____, authorizing a professional services agreement with the Consultant (CSG Consultants, Inc.) to provide on-call planning services for the Compton Community Development Department on an "as-needed" basis; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

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

AGREEMENT:

Services to be rendered by Consultant. The consultant will be utilized to perform municipal planning consulting services including:

- Assist with public counter service
- Assist with review of development applications
- Assist with preparation of planning studies and reports

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

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

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

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

Ethan Edwards, AICP, Director of Planning Services, shall be primarily responsible for representing Consultant in performance of this Agreement.

Richard A. Rojas, Jr. AICP, Director of Community Development, or his authorized designee shall be primarily responsible for representing the City in performance of this Agreement.

2. Duration of Contract. The Parties acknowledge and agree that Consultant performed the services required by the provisions of this Agreement during the period of _____, 2019 through June 30, 2019.

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

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

Consultant shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the Community Development Director at the

following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

The total compensation, including reimbursement for actual expenses, shall not exceed Forty-One Thousand Three Hundred Twenty-Four Dollars (\$41,324.00) for the duration of the Agreement. Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the Schedule of Compensation:

Schedule of Compensation	
Role	All Inclusive/ Hourly Rate
Associate Planner	\$105
Assistant Planner	\$85
Planning Technician	\$65

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Indemnification. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers and agents (collectively hereinafter the "City") free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Consultant or the City, its officials, officers, employees, agents or volunteers.

If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. 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.

19. 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.

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

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against he/she/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in

connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and

- are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and
- have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

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

[Supply exceptions on separate page]

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

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract.

Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Khoa Duong, Vice President
CSG Consultants, Inc.

(Date)

22. 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.

23. 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.

24. 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 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 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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:

**CSG CONSULTANTS, INC.
3707 W. Garden Grove Blvd.
Orange, California 92868
Attn: John P. Ramirez, Vice President
(714) 568-1010
(714) 568-1028 – fax.**

To City:

**CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Community Development Department
(310) 605-5532**

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.

31. 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.

CSG CONSULTANTS, INC.

Dated: _____

By Khoa Duong, Vice President

CITY OF COMPTON

Approved by:

Dated: _____

By Cecil W. Rhambo, Jr., City Manager

Approved as to form:

Dated: _____

By Craig J. Cornwell, City Attorney

ATTEST:

Dated:

By Alita Godwin, City Clerk

PROPOSAL TO THE

City of Compton

FOR

REQUEST FOR PROPOSAL FOR PROFESSIONAL ON-CALL PLANNING SERVICES

PREPARED BY

CSG Consultants, Inc.

August 29, 2018

Project Contact: John P. Ramirez, AICP, Vice President Planning Services
3707 W. Garden Grove Boulevard, Orange, CA 92868
Phone (714) 568-1010 • Fax (714) -568-1028 • www.csgr.com
Foster City • San Jose • Sacramento • Pleasanton • Orange • Newman • Redlands



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Cover Letter

City of Compton
Attn: Richard A. Rojas
Community Development Department
205 South Willowbrook Avenue
Compton, CA 90220

Re: Request for Professional On-Call Planning Services

CSG Consultants, Inc. (CSG) is pleased to present this proposal to provide Professional On-Call Planning Services to the City of Compton (City). Our firm brings specialized expertise, proximity, and knowledgeable, highly experienced staff.

For 27 years, CSG has worked solely for public agencies, providing a variety of municipal services. We currently provide planning, building and safety, public works, fire prevention, code enforcement and other services to over 160 municipalities throughout the State of California. CSG has served as the contract planning department for municipalities, providing all services necessary for a functioning Planning and Community Development Department. CSG can readily provide the City's requested services with the staff identified in this proposal, and no subconsultants will be used.

John P. Ramirez, AICP will serve as the main point of contact for this Planning Services contract. Mr. Ramirez brings expertise in current and long-range planning, project review, research, analysis, CEQA compliance and project management – from over 18 years of increasingly complex land use planning and project management experience.

Mr. Ramirez's contact information is as follows:

John P. Ramirez, AICP
Vice President, Planning Services
(714) 568-1010 Office | (562) 818-6719 Mobile
johnramirez@csgengr.com

As President of CSG Consultants, I am authorized to bind the company and execute a contract with the City should CSG be awarded the project. We greatly look forward to the opportunity to provide this service for Compton.

Sincerely,



Cyrus Kianpour, PE
President, CSG Consultants, Inc.



Company Profile

SECTION

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CSG Consultants, Inc. (CSG) is a California company with its corporate office located in Foster City. Additional support is available from our regional offices in Pleasanton, San Jose, Sacramento, Newman, Orange, and Redlands. Founded in 1991, *CSG performs work solely for public agencies*, eliminating the potential for conflicts of interest. In this way, we can focus exclusively on the specific needs of our municipal clients. The majority of the 300+ individuals within our firm have provided public agency services throughout their entire careers. Our talented personnel bring a wealth of ideas and experiences having held similar positions with communities facing similar issues as the City of Compton.

FIRM OVERVIEW

NAME OF FIRM: CSG Consultants, Inc.

PROJECT CONTACT: **John Ramirez, AICP** | *Vice President, Planning Services*

CORPORATE OFFICE: 550 Pilgrim Drive, Foster City, CA 94404
(650) 522-2500 *phone* • (650) 522-2599 *fax*
www.csgegr.com • info@csgegr.com

REGIONAL OFFICES: 6200 Stoneridge Mall Road, Suite 300, Pleasanton, CA 94588
3150 Almaden Expressway #255, San Jose, CA 95118
1022 G Street, Sacramento, CA 95814
930 Fresno Street, Newman, CA 95360
3707 W. Garden Grove Boulevard, Suite 100, Orange, CA
92868 1177 Idaho Street, Suite 102, Redlands, CA 92374

YEARS IN BUSINESS: 27 • Founded in 1991

EMPLOYEES: 300+

STAFF COMPOSITION

Our professional municipal services staff consists of:

- *Planning Professionals*
- *Plan and Map Review Engineers*
- *Licensed Land Surveyors*
- *Qualified Stormwater Developers / Practitioners*
- *Program & Project Managers*
- *Transportation Engineers*
- *Civil Engineers*
- *CASp Professionals*
- *Structural Engineers*
- *Building Inspectors*
- *Building Plan Reviewers*
- *Fire Plan Reviewers & Inspectors*

MUNICIPAL SERVICES

Our services and project experience encompass the following areas of expertise:

BUILDING & FIRE LIFE SAFETY

*Building Department Administration
Building Plan Review and Inspection
Fire Plan Review, Inspection, and Fire
Protection Engineering
Structural Plan Review
OSHPD3 Review
CAsp Assessment and Inspection
Public Facilities Assessment
LEED/Green Building Services / Cal
Green
Code Compliance/Enforcement
Staff Augmentation Building Department*

PLANNING & SUSTAINABILITY

*Sensitive Land Use Permit Program
Administration
Staff Augmentation for Current and
Advance Planning
Project Management Including Plan
Amendments
CEQA Environmental Review
Energy Efficiency, Water Conservation,
Solid Waste Program Development
AB 32 Compliance/Climate Action Plan
Development and Implementation
Greenhouse Gas Reduction Strategies
Grant Writing and Grant Management*

INFORMATION TECHNOLOGY

*GreenVue Software
Digital Plan Review
Electronic Archiving
Web-Based Construction Management
Asset Management
Project Management
GIS and IT Support*

PUBLIC WORKS ENGINEERING & DESIGN

*Capital Improvement Project Design:
Transportation/Roadway, Water and
Sewer Utilities, Traffic Engineering
Development Review, Plan Check,
Surveying and Mapping
Storm Water Program Compliance
(NPDES, QSP/QSD)*

CIP PROJECT & PROGRAM MANAGEMENT

*Capital Improvement Program
Development and Implementation
Federal and State Grant Administration
Rule 20A Undergrounding
Staff Augmentation Including: Design
Consultant Coordination, Project
Scoping, RFP Preparation*

CONSTRUCTION MANAGEMENT & INSPECTION

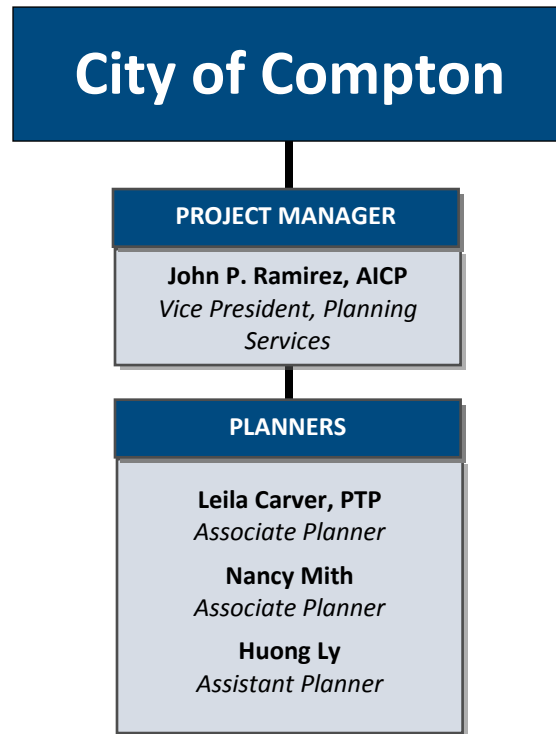
*Contract Administration, including:
Resident Engineer Oversight,
Inspection and Construction
Management
Constructability/Biddability Reviews
Cost and Schedule Control
Claims Avoidance*

Organization and Staffing

SECTION

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We take pride in providing personnel who have a variety of project experience, who are motivated to achieve the highest level of certification, and who have the passion that is crucial to on-the-job success. Our team below will provide the full benefit of their expertise to the City of Compton. Resumes are provided in **Section 6** per RFP's request.



NAME	QUALIFICATIONS	YEARS OF EXPERIENCE
John P. Ramirez, AICP <i>Vice President, Planning Services</i>	Master's in Urban and Regional Planning, University of California, Irvine AICP Certification	17
Leila Carver, PTP <i>Associate Planner</i>	Professional Transportation Planner Transportation Professional Certification Board, ITE Master's in Urban and Regional Planning Bachelor of Arts in Political Science	10
Nancy Mith <i>Associate Planner</i>	Bachelor of Science in Urban and Regional Planning	3
Huong Ly <i>Assistant Planner</i>	Master's in Urban and Regional Planning Bachelor of Arts in Anthropology and Global Cultures	1

Description and Approach

SECTION

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PROJECT UNDERSTANDING

CSG understands the City of Compton is seeking a Planning Consultant, at the Associate Planner or Assistant Planner level, to help assist the City with review of residential, commercial, and industrial land use projects. CSG staff understands that the City is centrally located within Los Angeles County and has a population of nearly 100,000 residents. The City has a great opportunity with transit access, including freeways and the Metro Blue Line traversing the City. The Metro Blue Line is the first line in the system and the second busiest, with over 22 million annual ridership, and poses a unique opportunity for transit-oriented development within the City. The community is a diverse, multi-cultural city, has lower housing costs than other cities within Los Angeles County. Compton is strategically located along the Alameda Corridor, a passageway of 25 percent of all U.S. waterborne international trade. CSG understands the City is developing a wide range of economic and cultural opportunities that will help to make Compton a prime destination for residents and businesses. Accordingly, there are increased mixed-use and transit-oriented development opportunities, along with residential projects ranging from single family homes to condominiums and senior housing developments. Furthermore, CSG understands development of a new Rite Aid, Wells Fargo Bank, Starbucks retail establishments, and retail/commercial centers have occurred in recent years. With this level of activity and other redevelopment opportunities, staff support is needed to assist with daily planning activities to allow city staff to work on advance planning and special projects given increased interest from the development community.

Specifically, CSG understands that the City needs an individual able to:

- Develop and maintain good working relationships with the community, city staff, and outside agencies;
- Provide a high level of responsive and professional customer service including answering public inquiries related to zoning, General Plan, and permit processes to the public on the telephone, in person at a public counter, and by e-mail
- Analyze projects to ensure compliance with the City's General Plan, Zoning Ordinance, Design Guidelines, specific plans, and State Laws, such as the Permit Streamlining Act, the Subdivision Map Act, and the California Environmental Quality Act (CEQA);
- Review ministerial and discretionary project applications, understand the entitlement process, and be able to thoroughly explain these processes to project applicants and the public;
- Provide project management services to ensure the management of multiple projects, competing priorities, varying meeting schedules, and to ensure projects maintain project budgets;
- Analyze data related to land use such as economic, social, environmental, and physical project site and surrounding conditions;
- Meeting with the development community to thoroughly explain entitlement processes, work with project applicants to help shape projects and suggest potential improvements, work through a pre-application and conceptual design process, understand project feasibility analysis, and be able to understand and interpret city codes;
- Prepare comprehensive Planning Commission and City Council staff reports, resolutions, ordinances, conditions of approval, and presentations. Furthermore, the selected planner would also be expected to attend meetings to present reports and conditions of approval to the Planning Commission and City Council.

CSG can provide professional planners skilled in all of the areas identified above and within the scope of services of the Request for Proposals. All services would be on-call for one (1) year, with an option to extend the professional services agreement based on the City's workload needs.

APPROACH

CSG has experience supporting client cities in meeting their goals to facilitate high quality development in keeping with community values, while being solutions-oriented and responsive. CSG staff members have a depth of experience with transit-oriented development, large-scale mixed use development, EIR project management, advance planning, commercial and industrial development within communities similar to Compton. CSG's services will adhere to the highest level of customer service. Our staff will be present at City Hall, hold regular office hours as required by City staff, and will ensure all customer service interactions, both internal and external, are responded to in a timely and professional manner.

CSG staff will serve as a seamless extension of the City and will be present at City Hall and hold regular office hours. CSG implements a unique approach to providing planning services and staff augmentation to municipal clients. This approach involves greater involvement by senior staff and management from the regional office than might be typical in the provision of contract staff services. CSG staff members are supported and trained by senior staff from the CSG team. This method allows senior staff to partner with the primary service provider creating a "team" approach, fulfilling service commitments to the client. This support and training is provided at no cost to the municipality and, in effect, the "partner planner" method serves as an extension of support and training to the planner as they acclimate to the specific processes, procedures, goals and priorities of the client. The senior staff member reviews all work of the contracted planner prior to final delivery to the city. This approach to service ensures the highest quality work product, minimizes the likelihood of errors, expedites the training of the assigned planner, and helps integrate the planner into the organization.

COST PROPOSAL

SECTION

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CSG's fee schedule for proposed work is provided in the table below. CSG will mail an invoice at the beginning of every month for services rendered during the previous month.

FEE SCHEDULE

REVIEW TYPE / ROLE	ALL INCLUSIVE FEE / HOURLY RATE
Associate Planner	\$105
Assistant Planner	\$85

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel and office expenses. Overtime work will be billed at 1.5x the hourly rates indicated in the table above. On each anniversary of the contract start date, CSG will initiate a rate increase based on change in CPI-W for the applicable region. CSG will mail an invoice at the beginning of every month for services rendered during the previous month.

RESUME, RELEVANT PROJECTS/SERVICES WITH REFERENCES

SECTION

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The following resumes demonstrate the qualifications of key staff identified for this service proposal.

John Ramirez AICP

Vice President, Planning Services



EDUCATION

Masters, Urban and Regional Planning
University of California | Irvine, CA
Bachelor of Arts, Social Ecology, Cum
Laude
University of California | Irvine, CA

PROFESSIONAL AFFILIATIONS

American Planning Association
| Orange County Chapter
Merit Award Recipient for City of
Anaheim Business Assistance Program |
2014
California Association for Local Economic
Development
Orange County Economic Development
Working Group

Mr. Ramirez serves as a Vice President of Planning Services for CSG Consultants. To this role, he brings expertise in current planning, contract management, building, economic development and CEQA – from over 17 years of increasingly complex land use planning and project management experience in Orange County. Mr. Ramirez oversees staff performing a variety of planning, building and engineering services in over 35 cities in Southern California. He provides staff with guidance for development review and entitlement services, CEQA compliance, plan check, design evaluation and general planning policy.

As Vice President, Mr. Ramirez plays a major role in CSG's corporate management, including strategic planning, the review and creation of company policies and procedures, business development, marketing, resource allocation and other vital company operations.

Prior to joining CSG, Mr. Ramirez served as a planning consultant to the City of Huntington Beach and as a Principal Planner at the City of Anaheim. He recently acted as Interim Planning & Community Development Director for the City of Hawthorne and currently serves as Community Development Director for the City of Gustine, CA.

RELEVANT EXPERIENCE

Principal | MLJ Resources, LLC

As a consulting Planner to the City of Huntington Beach, Mr. Ramirez provided staff planning services for entitlement review, code compliance/plan checking, coastal development, design evaluation, EIR contract management, and CEQA compliance.

While at the City of Huntington Beach, Mr. Ramirez engaged in research, prepared and presented reports on a wide variety of planning projects and issues; developed recommendations on planning or land development topics based on research findings, field observations, and public contact; applied federal, state and local laws, ordinances, regulations, and policies related to municipal planning and land development; addressed and mediated competing interests; interacted effectively with City staff, City Council, Commissioners, the general public, consultants, land developers and representatives from public and private agencies; contributed to the success of the City's planning effort as a team member; and represented the Planning Division at various meetings, for example: Planning Commission, City Council, advisory board, and neighborhood meetings.

Principal Planner, Business Assistance & Enterprise Zone Manager | City of Anaheim, CA

Over a 13-year period, Mr. Ramirez worked in positions of increasing responsibility for the City of Anaheim. His work included management and supervision, planning and economic development program development and implementation, as well as contract management and negotiation. He also directed and supervised operations of the Planning/Permit Services Team, including Enterprise Zone, Business Assistance Program, and Public Counter/Administrative Permit processing operations. General planning responsibilities included processing planning applications for development agreements, final site plans, subdivisions, variances, and conditional use permits; preparing documents and reports for the City's Zoning Administrator, Planning Commission, and City Council; and administering and managing environmental reviews, including the preparation of initial studies, mitigated negative declarations and mitigation monitoring programs.



Specific projects for which Mr. Ramirez was responsible included managing a multi-million dollar, multi-year contract for the Anaheim Enterprise Zone; managing relationships with key community partners (Disney, The Lab, Anaheim Ducks and Anaheim Angels); and facilitating multi-departmental coordination for major commercial, resort and residential development projects (14-story timeshare, hotels, high-density mixed-use projects, a regional hospital, National Hockey League and Major League Baseball venues, and theme park expansion).

A key component of Mr. Ramirez's tenure during his time with Anaheim was the creation and implementation of the City's Business Assistance Program. The Program functions as a "concierge" service, offering resources and information beneficial for business owners in the process of opening a new business, or remodeling or expanding an existing business. Mr. Ramirez was instrumental in formulating the Program's features, which include site location, resource referrals, monitoring and communication, agency coordination, and fee deferral incentives. Implementation included marketing and branding, development of project tracking software, and the collection of feedback to identify opportunities for improvement. Since its inception, the Program has successfully assisted over 600 businesses per year.

Interim Planning & Community Development Director | City of Hawthorne, CA

While serving as the City of Hawthorne's Interim Planning & Community Development Director, Mr. Ramirez oversaw the operations of the Planning Department and Code Enforcement operations, and successfully processed several Zoning Text Amendments, including: the addition of a Brewery Ordinance to facilitate the establishment of breweries within the City; a Billboard Overlay Zone and Billboard Agreement process to enable the relocation and elimination of blighted billboards within the City; an update to the City's Massage Ordinance for compliance with State Law; an update to the City's zoning regulations related to parking, setbacks and project size related to mixed use and high density housing; as well as several other code related amendments to clarify language, eliminate inconsistencies and improve planning processes within the City. Currently Mr. Ramirez serves on an as-needed basis for priority projects within the City.

Leila Carver, PTP



Associate Planner

CERTIFICATIONS

Professional Transportation Planner
Transportation Professional Certification
Board, ITE

EDUCATION

Master, Urban and Regional Planning
California State Polytechnic University |
Pomona, CA

Bachelor of Arts, Political Science
California State University | Fullerton, CA

AWARDS

Superior Accomplishment Award, 2015

Participation and leadership on the
Caltrans LD-IGR Geobased Tracking System
(GTS) software application project

MEMBERSHIPS

American Planning Association (APA) |
Community & Agency Outreach Liaison,
Board Member for APA CA Orange Section
Carson Toastmasters Club | VP of Public
Relations

Ms. Carver serves as an Associate Planner for CSG Consultants. Ms. Carver has expertise in CEQA, GIS and demographic research and excels in project management, leadership and customer service. Ms. Carver would fulfill the role of Associate Planner at the City. She gained skills and knowledge in many areas of transportation from her nine years of experience with Caltrans where she coordinated intergovernmental review of environmental projects from local jurisdictions and facilitated responses to partner cities. Ms. Carver is an independent worker, has outstanding verbal and written communication skills, and is an integral part of the CSG team. She is currently serving as a Contract Associate Planner at the City of Carson.

RELEVANT EXPERIENCE

Contract Associate Planner | City of Carson

As a contract Associate Planner, Ms. Carver reviews various development plans, prepares comment letters, conducts research, presents to Planning Commission, and provides transportation planning expertise. A few examples of Ms. Carver's recent projects include:

- Birch Specific Plan (BSP), a 32-Unit condominium project;
- Mobile Mini cargo container storage consisting of three modular office buildings, a maintenance facility, and cargo container storage;
- Calpak Warehouse, a 102,931 square foot logistics facility and new company HQ;
- McDonald's Façade remodel and associated site improvements within the Carson Depot Shopping Center;
- Carson Apartments, a mixed-use project consisting of 300 apartments, leasing/amenity space, and a 6,500-square foot co-work commercial space within The District at South Bay Specific Plan;
- Kia Auto Inventory Storage Facility, an off-site auto storage facility;
- the Carson Town Center Façade and site remodel to accommodate new retail tenants (John's Incredible Pizza, Floor & Décor, and Planet Fitness) within in the Carson Town Center Specific Plan;
- Verizon Small Cell Sites for 33 telecommunication facilities

Associate Transportation Planner | Caltrans District 12 Planning & Local Assistance Division in County of Orange, CA & Caltrans District 11 Planning Division in County of San Diego & Imperial, CA

Ms. Carver provided transportation planner services for Caltrans District 11 and 12. Her duties included: local development-intergovernmental review and CEQA review coordinator and specialist; participating in internal working group for GP guidance 2013 update and SB-743, Level-of-Service and auto delay alternative analysis with OPR; participating on the Caltrans project management team for the CA HSR Project; participating in Caltrans project development process and delivery; participating in Excess Land reviews; serving as Treasurer and Board Member for District 11 Employee Fitness Center; participating in District Director's External Advisory Liaison Committee for District 11; and conducting field observation and studies.

Transportation Planner | Caltrans District 11

As a transportation planner for Caltrans District 11, Ms. Carver provided CEQA/local development-intergovernmental review LD-IGR coordinator services and served as District 11's liaison on the California Interregional Blueprint (Statewide Evaluation and Visioning of Transportation Systems and Programs in California). She performed duties including: reviewing environmental impact reports and technical studies; reviewing private development plans and provided support to the Encroachment Permit; serving as lead person for District 11 LD-IGR online tracking system including participating in development of Phase 2 with SANDAG and Caltrans GIS groups; and preparing quarterly reports for HQ Local Development-IGR statewide program.

Nancy Mith



Associate Planner

EDUCATION

Bachelor of Science, Urban and Regional
Planning
California State Polytechnic University |
Pomona, CA

Ms. Mith serves as an Associate Planner for CSG Consultants and is currently providing staff support to the City of Carson. Ms. Mith would fulfill the role of Associate Planner at the City. With her three years of experience with jurisdictions in Southern California, Ms. Mith provides planning services to cities using her knowledge of administering municipal codes, application of CEQA knowledge to entitlements and design reviews, and her highly developed verbal and written communication skills in providing information to the public and other departments within the cities. Ms. Mith has a strong creative background and is proficient in AutoCAD, architectural drafting, Sketch Up, GIS and Photoshop.

RELEVANT EXPERIENCE

Contract Associate Planner | City of Carson

As a contract Associate Planner, Ms. Mith reviews various development plans, prepares comment letters, conducts research, presents to Planning Commission, and assists at the public counter.

Contract Housing Specialist | City of Hawaiian Gardens, CA

Ms. Mith served as a Housing Specialist with the City of Hawaiian Gardens where she was responsible for the implementation of the City Beautification Program. Ms. Mith's responsibilities included Project Management, soliciting and reviewing applications, site visits, inspections, creating scopes of work for construction, writing and distributing requests for proposals for contractors, and consultant coordination. She also prepared staff reports presentations for public hearings regarding the Program.

Contract Associate Planner | City of Garden Grove, CA

As a contract Associate Planner, Ms. Mith reviewed various development plans, drafts and sent comment letters to applicants whose projects require additional review, conducts research of the City's Municipal Codes and Specific Plans to ensure development proposals compliance with the City's standards.

Contract Assistant Planner | City of West Hollywood, CA

As a contract Assistant Planner, Ms. Mith reviewed various multi-family residential development plans, drafted and sent out corrections notices to applicants whose projects required additional review, provided assistance with drafting conditions of approval documents as well as staff reports, researched the City's Municipal Codes to ensure development proposals were in compliance with the City's standards, and assisted with a development study to research and compile data on the existing conditions of multi-family residential developments.

Contract Assistant Planner | City of Claremont, CA

Ms. Mith provided Assistant Planner services for the City of Claremont. Her duties included: conducting design reviews for residential developments; reviewing sign permit applications; reviewing and processing entitlements; applying CEQA knowledge to entitlements and design reviews; reviewing landscaping plans; generating neighborhood notices for project proposals; coordinating site visits; reviewing lighting plans; processing solar panel applications; coordinating with the Engineering Division on projects involving encroachment onto public rights-of-way; reviewing and verifying home occupation applications and business license applications meet zoning and parking standards; coordinating with the Building Division to ensure projects meet the Planning standards; and assisting phone calls and emails regarding plans, city code inquiries and general process questions.

Huong Ly

Assistant Planner



EDUCATION

Masters, Urban and Regional Planning,
University of California | Irvine, CA

Bachelor of Arts, Anthropology and Global
Cultures,
University of California | Irvine, CA

Ms. Ly serves as an Assistant Planner for CSG Consultants and is currently providing staff support to the City of Carson. Ms. Ly provides planning and housing assistance to cities using her knowledge of housing policy, administering municipal codes, and communication skills in providing information to the public and other departments within the cities. Ms. Ly is proficient in AutoCAD, InDesign, Sketch Up, GIS and Photoshop.

RELEVANT EXPERIENCE

Housing Specialist | City of Hawaiian Gardens, CA

Ms. Ly current serves as a Housing Specialist with the City of Hawaiian Gardens where she is responsible for the City Beautification Program. Ms. Ly's responsibilities include Project Management, soliciting and reviewing applications, site visits, creating scopes of work, writing and distributing requests for proposals for contractors, and consultant coordination. Ms. Ly also writes staff reports and prepares presentations for public hearings regarding the Program.

Planning Intern | City of Garden Grove, CA

As a Planning Intern with the City of Garden Grove, Ms. Ly provided assistance and planning information to the public at the planning counter and on the phone. She conducted research for various projects, including a crematorium, banquet hall, and electronic sign regulations. She researched and prepared Zoning Verification Letters and similar documents. Ms. Ly also reviewed and verified business licenses/home occupation applications to ensure compliance with land use regulations, performed plan checks on residential and commercial development, and coordinated with the Building/ Engineering Divisions to ensure developments complied with the Municipal Code. Ms. Ly's duties also include review and approval of sign applications, field inspections, and GIS map creation.

Housing and Community Development Intern | City of Costa Mesa, CA

While with the City of Costa Mesa, Ms. Ly managed various housing programs including CDBG, CalHome, FTHB, and HOME. She calculated cost estimates for new rehabilitation projects, reviewed and updated applicant contact information, prepared meeting minutes, and conducted market analysis for the rehabilitated mobile homes.

Planning Volunteer | City of Santa Ana, CA

As a Planning Volunteer at the City of Santa Ana, Ms. Ly translated (English – Vietnamese) at community meetings and at the planning counter. In addition, she assisted planning staff at community meetings for General Plan update, prepared weekly staff meeting presentations, assisted planners with research and surveys, prepared Zoning Verification Letters and other similar technical documents. Ms. Ly also reviewed and provided comments on proposed site plans and prepared reports and presentations for community meetings.

RELEVANT PROJECTS/SERVICES WITH REFERENCES

Our track record of success with our clients is outstanding and we encourage the City to contact our references with any questions it might require. The following references are planning services as those requested by the City of Compton.

City of Millbrae

Service Overview	CSG staff provides Design Review and project management services for the City of Millbrae, CA. We are currently managing entitlements for two high profile TOD development projects adjacent to the BART station. Combined, the sites boast 844 residential dwelling units, including 80 affordable units, roughly 382,000 sf of office space, approximately 44,000 sf of retail area, and a 164-room hotel. These projects represent the first implementing projects of the Millbrae Area Station Specific Plan, which provides the vision and strategies to guide in the creation of Millbrae's new economic center with vibrant, diverse, and sustainable transit-oriented developments.
CSG Staff	Gena Guisar, AICP
Contact	City of Millbrae Tom Magdalena, Community Development Director 650-259-2416 TMadadena@ci.millbrae.ca.us

City of Carson

Service Overview	CSG provides staff augmentation and entitlement services in both current and advanced planning, serving in areas such as entitlement processing, land use project reviews, public counter services, technical plan check, map review, and CEQA compliance. A key project that the CSG Planning team is managing is the District at South Bay Specific Plan (formerly known as the Carson Marketplace). This 168-acre project will consist of approximately 1,601,500 square feet of regional and general commercial uses, such as outlet retail and entertainment, approximately 1,250 residential units, and two hotels containing 350 rooms. CSG has been providing Planning Services to the City from January 2017 to the present.
CSG Staff	Ethan Edwards, AICP; Gena Guisar, AICP; Leila Carver, PTP; Nancy Mith; Huong Ly
Contact	City of Carson Saied Naaseh, Community Development Director 310-952-1761 x 1365 snaaseh@carson.ca.us

City of El Segundo

Service Overview	CSG staff provides Site Plan and Design Review entitlement process services for the City of El Segundo, CA. We are currently managing entitlements for high profile development projects, including a ±140-acre mixed use site on the former Raytheon manufacturing site. Entitlements included a Specific Plan, EIR, Zone Change, General Plan Amendment, VTM and Development Agreement. Staff is currently processing subsequent applications for implementing projects, which include site plan review and building permits. CSG staff remains engaged during every step, from review and comments to staff report preparation and public hearing presentations. CSG Staff adheres to an expedited review schedule for this and many projects. CSG has been providing Planning Services to the City from December 2016 to the present.
CSG Staff	Ethan Edwards, AICP; Gena Guisar, AICP
Contact	City of El Segundo Gregg McClain, Planning Manager 310-524-2300 Gmclain@elsegundo.org

CITY OF COMPTON, CALIFORNIA
Department of Community Development



Request for Proposals
For
Professional On-Call Planning Services

Proposals Due: August 29, 2018

City of Compton
Community Development Department
205 South Willowbrook Avenue
Compton, CA 90220

Introduction

The City of Compton (City) is requesting proposals from a qualified firm or team of consultants to augment professional planning services for the Community Development Department. The City requests written responses to a Request for Proposal (RFP) for selection of on-call planning services firm. The assignments include but are not limited to, general planning-related development and land use project review, site visits, public counter services, technical plan check for planning documents and plans, map review, conformance with Federal, State and local regulations, particularly the California Environmental Quality Act (CEQA) and general compliance with City Standards, Ordinances, and Regulations. The selected consultant will be contracted for one year with an option extensions based on workload needs.

1. Purpose

The City is seeking a Planning Consultant (“Consultant”) that will work on-site at City Hall according to the department’s staffing needs. Under the direction of the Community Development Director, the Consultant will provide the range of expertise necessary to carry out the normal functions of an Associate or Assistant Planner.

2. Scope of Services

In general, the successful individual or firm will provide on-call planning services for all types of projects requesting entitlements, including but not limited to new residential, commercial, and industrial buildings. The on-call planning services should include, but are not limited to the ability to perform the following:

- A. Develop and maintain good working relationships with other city departments, other jurisdictions and the public.
- B. Analyze projects for compliance with the City’s General Plan, Zoning Ordinance, Subdivision Map Act, Design Guidelines, applicable specific plans and other policies.
- C. Review and process ministerial applications and discretionary entitlements, such as: Plan Checks, Zoning Clearances, Sign Permits Conditional Use Permits, Variances, Design Review, Tentative Maps, and General Plan and Zoning amendments.
- D. Analyze data on economic, social, environmental, and physical factors affecting land use.
- E. Meet with developers, engineers, property owners, contractors and other individuals to advise, explain processes and suggest improvements regarding potential projects, pre-applications, development applications, feasibility analysis, conceptual development plans and code interpretations.
- F. Write Planning Commission and City Council staff reports, resolutions, ordinances, conditions of approval, and give oral presentations.

- G. Attend public hearings and community meetings as necessary.
- H. Analyze projects for CEQA compliance.
- I. Review projects and provide comments within timelines specified by the Permit Streamlining Act and the City (shorter timelines may be required for certain projects)
- J. Provide strong emphasis on the management of multiple projects and competing priorities while maintaining quality, meeting schedules and staying within budget.
- K. Answer public inquiries by telephone, mail or in person at a public counter regarding property zoning and/or General Plan land uses, application submittal requirements, etc.

3. Proposal Requirements

The proposal shall clearly address all of the information requested herein. To achieve a uniform review process and obtain the maximum degree of comparability, proposals must be organized and contain all information as specified below:

- A. **Cover Letter:** Maximum of two pages serving as an executive summary that shall include an understanding of the scope of services.
- B. **Brief Company Profile:** General company information including number of employees, location of company headquarters and branch offices, number of years in business and organization, disciplines, and staffing. Describe the general qualification of the firm as they relate to the work proposed with this RFP.
- C. **Organization and Staffing:** Provide a list of the Consultant's employees and agents that the Consultant anticipates assigning to these projects. This list shall include a summary of the qualifications, licenses, and experience of each individual, and the professional Planning level of work performed by each individual. The City will retain under its agreement with the successful Consultant the right of approval of all persons performing under the agreement.
- D. **Description and Approach:** The proposal should demonstrate the Consultant's knowledge of the needs and objectives of the work proposed under this RFP.
- E. **Cost Proposal:** The cost proposal shall include the hourly rate for services. Include any sub-consultants' fee schedule, if applicable. This should include hourly billable costs of each team member; Senior Planner, Associate Planner, etc.
- F. **Résumé, Relevant Projects/Services with References:** Provide résumés of the individual(s) from the Proposer's firm or entity that will be directly responsible for carrying out the contract, three references to include name, address, contact person and phone

number of the municipality/company, length of agreement, and a description of the services provided.

4. Submittal

Five (5) color copies and one (1) digital pdf copy of the proposal are required no later than 5:00 p.m., Wednesday, August 29, 2018 to the Office of the City Clerk. Proposals must be entitled “RFP On-Call Planning Services Attn: Richard A. Rojas, Community Development Department”. Please address questions regarding this RFP in writing to Richard A. Rojas, Community Development Director, at rarojas@comptoncity.org or 310.605.5532. No postmarks are accepted.

5. Amendments to Request for Proposals

The City reserves the right to amend the RFP by addendum prior to the final proposal submittal date.

6. Proposal Evaluation/Selection

The City intends to engage that most qualified consultant available that demonstrates a thorough understanding of the City’s needs. City staff will use the following criteria to evaluate proposals:

- Understanding of Work to be Performed (the Scope of Services): **15 points**
- Demonstrated Quality Firm and Professional Staff Technical Skill, Experience, Performance and Approach: **25 points**
- Familiarity with City, County, and State Procedures: **20 points**
- Firm’s and Professional Staff References/Satisfaction of Clients: **15 points**
- Completeness and Quality of Proposal: **15 points**
- Cost Approach to Performing this Type of Service: **10 points**
- Total: **100 Points**

The City may request a qualification interview with the highest ranked consultant(s) prior to determining the final ranking. This selection will be conducted according to the City’s adopted procedures. The City reserves the right to reject any and all proposals.

April 23, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: RICHARD A. ROJAS, JR., AICP, COMMUNITY DEVELOPMENT
DIRECTOR
PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER
TO SHI FOR THE PURCHASE OF NEW COMPUTER EQUIPMENT FOR
THE PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT
(\$2,778.56).**

SUMMARY

Adoption of the attached resolution will authorize the City Manager to issue a purchase order in the amount of Two Thousand Seven Hundred Seventy Eight Dollars and Fifty-Six Cents (\$2,778.56) to SHI for the purchase of new computer equipment for the Planning & Economic Development Department ("Department").

BACKGROUND

On June 26, 2018, the City Council adopted Resolution No. 24,804, which adopted the City of Compton's 2018-2019 Fiscal Year Budget. The Department's budget has funds for computer equipment and software in its Computer Software and General Office accounts.

STATEMENT OF ISSUE

The Department is in need of one full computer suite, two additional monitors and one computer stand. Staff solicited formal quotes (attached to this staff report) for the new computer equipment from three (3) vendors; SHI (\$2,778.56), PCM-G (\$2,850.76), (3/27/19) and Zones LLC (\$2,918.78).

After reviewing the submitted quotes, staff recommends that the City purchase the new computer equipment from SHI because it provided the lowest most responsive quote.

City Council approval is needed because expenditures to SHI have exceeded \$5,000.00 throughout the City for the current fiscal year.

**Staff Report – Resolution Authorizing P.O.
SHI Computer Equipment (PEDD)
April 23, 2019, page 2**

FISCAL IMPACT

The cost for one new computer suite, two additional monitors and a computer stand is Two Thousand Seven Hundred Seventy Eight Dollars and Fifty-Six Cents (\$2,778.56). A purchase order is necessary to buy the new equipment. Funds for this expenditure are available in the following accounts:

<u>From</u>	<u>Amount</u>	<u>Description</u>
1001-780-000-4222	\$1,500.00	Computer Software
<u>From</u>	<u>Amount</u>	<u>Description</u>
1001-780-000-4218	\$1,278.56	Other General Office

RECOMMENDATION

It is recommended that Council approve the attached Resolution.

**RICHARD A. ROJAS, JR., AICP, COMMUNITY DEVELOPMENT DIRECTOR
PLANNING & ECONOMIC DEVELOPMENT 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 ISSUE A PURCHASE ORDER TO
SHI FOR THE PURCHASE OF NEW COMPUTER EQUIPMENT FOR THE
PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT (\$2,778.56).**

WHEREAS, on June 26, 2018, the City Council adopted Resolution No. 24,804, which adopted the City of Compton’s 2018-2019 Fiscal Year Budget; and

WHEREAS, the Planning & Economic Development Department budget has funds for computer equipment and software in its Computer Software and General Office accounts; and

WHEREAS, the Planning & Economic Development Department is in need of one full computer suite, two additional monitors and one computer stand; and

WHEREAS, staff solicited three formal quotes for the new computer equipment from three (3) vendors; SHI (\$2,778.56 - 3/8/19), PCM-G (\$2,850.76 - 3/27/19) and Zones LLC (\$2,918.78 - 3/27/2019); and

WHEREAS, staff recommends that the City purchase the new computers from SHI because it provided the lowest most responsive quote; and

WHEREAS, City Council approval is needed because expenditures to SHI have exceeded \$5,000.00 throughout the City for the current fiscal year; and

WHEREAS, funding for this expenditure is available in the 2017-2018 Fiscal Year budget.

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

SECTION 1. That the City Manager is hereby authorized to issue a purchase order in the amount of Two Thousand Seven Hundred Seventy Eight Dollars and Fifty-Six Cents to SHI for the purchase computer equipment for the Planning & Economic Development Department.

SECTION 2. That the funds for this expenditure are available in FY 2018-2019 Adopted Budget in the following accounts:

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
1001 780000 4222	Computer Software	\$1,500.00
1001 780000 4218	Other General Office	\$1,278.56

SECTION 3. That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, Planning & Economic Development Department and 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, do 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-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

April 23, 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
ACCEPTING THE BID OF AND AUTHORIZING THE CITY MANAGER TO
ENTER INTO AN INSTALLATION CONTRACT WITH AND ESTABLISH
A PURCHASE ORDER FOR JUDGE NETTING FOR THE COMPTON
PAR 3 GOLF COURSE PROJECT (\$28,700)**

SUMMARY

Adoption of this resolution will authorize the City Manager to accept the bid of Judge Netting in the amount of Twenty Eight Thousand Seven Hundred Dollars (\$28,700.00), enter into a contract to install new additional barrier netting on the southern perimeter of the Compton Par 3 Golf Course and establish a purchase order in the amount of \$28,700.00.

BACKGROUND

The Department of Parks & Recreation ("Department") is responsible for the daily management and maintenance of the Compton Par 3 Golf Course. The course is located at 6400 East Compton Boulevard, adjacent to both William Clinton Elementary and Manuel Dominguez High Schools. Recently, the Compton Unified School District renovated the northwest section of the high school grounds to construct a series of new tennis courts. The tennis courts are located adjacent to the golf course and golf balls are frequently hit onto the surface of the new courts creating a safety concern for the student participants. In order to mitigate this issue, the Department must extend the current netting on the course 150 linear feet in length by 45 feet in height to prevent balls from entering the tennis courts playing area.

Earlier this year, the Department solicited bids from qualified vendors that specialize in golf course netting. The vendors were all given a walkthrough of the project site and advised of the scope of work needed to complete the project. At the conclusion of the walkthrough, the following bids were received:

VENDOR	BID AMOUNT
1. Judge Netting	\$28,700.00
2. West Coast Netting	\$32,600.00
3. Gorilla Netting	\$44,840.00

STATEMENT OF ISSUE

Based upon bids received and reviewed, it has been determined that Judge Netting submitted the lowest, most responsive and responsible bid. However, City Council action is needed to authorize the City Manager to enter into a contract and establish a purchase order to Judge Netting in the amount of \$28,700.00.

Judge Netting is a protective barrier construction company located in Southern California (Costa Mesa). They are a California Small Business Enterprise (SBE) company, licensed in eleven states, bondable up to \$4 million, and insured – specializing in construction and maintenance services for a wide variety of applications. They provide the highest quality, longest lasting barrier and netting solutions and are the undisputed leader in the western U.S. They have completed projects for golf courses and driving ranges, recreational sports, industrial facilities, commercial businesses, landfills, and many more.

FISCAL IMPACT

The funds for this expenditure are available in the 2018-2019 Fiscal Year Annual Budget in Account No. 1004 610 000 4269 (Measure P - Contract Services).

RECOMMENDATION

It is recommended 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
ACCEPTING THE BID OF AND AUTHORIZING THE CITY MANAGER TO
ENTER INTO AN INSTALLATION CONTRACT WITH AND ESTABLISH A
PURCHASE ORDER FOR JUDGE NETTING FOR THE COMPTON PAR 3
GOLF COURSE PROJECT (\$28,700)**

WHEREAS, the Department of Parks & Recreation ("Department") is responsible for the daily management and maintenance of the Compton Par 3 Golf Course; and

WHEREAS, the course is located adjacent to both William Clinton Elementary and Manuel Dominguez High Schools and recently the Compton Unified School District renovated the northwest section of the high school grounds to construct a series of new tennis courts; and

WHEREAS, the tennis courts are located adjacent to the golf course and golf balls are frequently hit onto the surface of the new courts creating a safety concern for the student participants; thus, in order to mitigate this issue, the Department must extend the current netting on the course 150 linear feet in length by 45 feet in height to prevent balls from entering the tennis courts playing area; and

WHEREAS, the Department solicited bids from qualified vendors that specialize in golf course netting that were given a walkthrough of the project site and advised of the scope of work needed to complete the project. At the conclusion of the walkthrough, the following bids were received:

VENDOR	BID AMOUNT
1. Judge Netting	\$28,700.00
2. West Coast Netting	\$32,600.00
3. Gorilla Netting	\$44,840.00

WHEREAS, based upon bids received and reviewed, it has been determined that Judge Netting submitted the lowest, most responsive and responsible bid and it is the recommendation of staff that the City Council accept the bid submitted by Judge Netting in the amount of \$28,700.00; and

WHEREAS, funds for this expenditure are available in the Fiscal Year 2018-2019 Annual Budget in Account No. 1004-610-000-4269.

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

Section 1. That the bid of Judge Netting in the amount of Twenty Eight Thousand Seven Hundred Dollars (\$28,700.00) 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 an installation contract with Judge Netting for installation of new additional barrier netting on the southern perimeter of the Compton Par 3 Golf Course in the amount of \$28,700.00.

Section 3. That funds in the amount of Twenty Eight Thousand Seven Hundred Dollars (\$28,700.00) are available in the 2018-2019 Fiscal Year Annual Budget in Account No. 1001-610-000-4269 (Contract Services).

Section 4. That a purchase order in the amount of \$28,700.00 is hereby authorized to be established for Judge Netting for services rendered for the Compton Par 3 Golf Course Improvement Project.

Section 5. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, Parks and Recreation and the City Clerk.

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:

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

CITY CLERK OF THE CITY OF COMPTON

**INSTALLATION WORK CONTRACT
BETWEEN
CITY OF COMPTON
AND
JUDGE NETTING**

This **CONTRACT** 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 **JUDGE NETTING** (hereinafter referred to as "**CONTRACTOR**") located at 427 East 17th Street, Suite 489, Costa Mesa, California 92627, (each a "Party" and collectively, the "Parties").

RECITALS

A. City desires to expand the coverage of the netting barrier on the southern portion of the Compton Par 3 Golf Course to help prevent golf balls from entering the adjacent Compton Unified School District property; and

B. Contractor has all applicable contractor's license (s), skills, training, certification and experience necessary to perform the work described in this Contract; and

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

D. By Resolution No. _____, adopted on the ____ day of _____ 2019, the City Council gave approval to award a contract to the Contractor for installing new additional netting barrier at the Compton Par 3 Golf Course ("Project").

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

1. Scope of Work 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 work for installing new additional netting barrier extending south from the existing barrier parallel to Hole 3 on the golf course at the Compton Par 3 Golf Course, located at 6400 East Compton Boulevard, Compton. More specifically, Contractor shall provide and perform the following work:

- Install approximately 150 linear feet in length by 45 feet in height new wood poles (treated and designed for local wind conditions) and new netting (UV treated polyester golf netting with sewn in perimeter, horizontal and vertical rib lines
- Install new cable and hardware (cable will be galvanized extra high strength and hardware will be heavy duty ¾ inch galvanized)

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

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 work, materials, tools, equipment, transportation, telephone, etc. (except for those items that go beyond the scope of work specified above or that the City expressly agrees to provide or perform), used by Contractor in connection with this work.

2. Key Personnel.

2.1 Contractor's Representative. Contractor hereby designates **Dan Judge, President**, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

2.2 City's Representative. City hereby designates **Marvin Hunt, Director of Parks & Recreation Department** as City's Representative for this Project.

3. Compensation. The method of payment for this Contract shall be on the agreed flat lump sum basis amount of **Twenty Eight Thousand Seven Hundred Dollars (\$28,700.00)**, payable as follows:

- Prior to commencement of work – 30%
- Completion/acceptance of project - balance

The fees charged by the Contractor shall include compensation for all work and labor, including travel, materials, supplies, vendor work, 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 Park and Recreation Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

In the event of termination, the Contractor shall be entitled to compensation for the undisputed reasonable value of work 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 Contract.

4. Commencement of Work. The Contractor shall commence performance of the work upon Notification to Proceed from the City and, unless otherwise agreed between the Parties, continue in a diligent and professional manner until the agreed work is completed or within twenty (20) working days after Notification to Proceed, whichever comes first, unless this Contract is extended or terminated as provided herein.

5. 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. 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 6.

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 Contract. 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 Contract 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 Contract.*** 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 Contract. 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 Contract 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 Contract 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 work by or on behalf of the Contractor and all risks to such persons under the Contract. 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 Contract.

.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. Safety.

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

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 work is 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.

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

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

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

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

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

excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

8. 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, Contracts and obligations contained in the 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.

9. Warranties. The Contractor guarantees work performed at the location from 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 Contract, any of the work is found to be defective or not in accordance with the Contract, 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.

10. Termination. Notwithstanding any other provisions of this Contract, this Contract may be terminated as follows:

10.1 If 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 Contract.

10.2 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 Contract.

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

10.4 Pursuant to the provisions of Sections 6, 7, 12 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.

11. 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 work

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.

16. 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, work, 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.

17. 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 Contract.

18. 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 Contract, 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.

19. 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 Contract or any applicable law.

20. Entire Contract. 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.

21. General Provisions.

21.1. 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.

21.2. 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 Contract. 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.

21.3. Independent Contractor. Contractor shall be an independent contractor, and neither Contractor, its officers, principals, employees, agents, volunteers and subcontractors (collectively hereinafter the "Contractor"), shall be considered employees or agents of City. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Contract. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Contract 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.

21.4. Compliance with Applicable Laws. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the 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 Contract 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 Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

21.5. 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.

21.6 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.

21.6 Permits. Contractor understands and assumes all risk and sole responsibility, without any adjustment to the Contract Price or Contract Time, for obtaining all necessary permits and licenses.

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*.

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.

Installation Contract – Judge Netting
Add Netting Barrier @ Compton Par 3 Golf Course
Resolution No. _____/Parks & Recreation

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.

**JUDGE NETTING
CONTRACTOR**

Dated: _____

By _____
Dan Judge, President

**CITY OF COMPTON
Recommended for Approval by:**

By _____
Marvin C. Hunt, Director
Park and Recreation Department

Dated: _____

Approved by:

Dated: _____

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

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

Installation Contract – Judge Netting
Add Netting Barrier @ Compton Par 3 Golf Course
Resolution No. _____/Parks & Recreation

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

April 23, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH DUDEK TO PERFORM ADDITIONAL CORRECTIVE ACTION SERVICES IN ACCORDANCE WITH DIRECTIVES OF THE LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD REGARDING REMEDIATION AT COMPTON FIRE STATION NO.1 (\$432,000)

SUMMARY

Adoption of the attached resolution will authorize the City Manager to enter into a fourth (4th) amendment to the professional services agreement (effective as of July 1, 2018) with Dudek for performance of additional corrective action remediation services in accordance with the March 24, 2016 and December 2, 2016 directives from the Los Angeles Regional Water Quality Control Board ("Regional Board") and the September 19, 2017 review from the State Water Resources Control Board ("SWRCB"), in regards to the City's continuing remedial efforts at Compton Fire Station No. 1 and provide additional compensation for such services in the amount of \$432,000.00.

BACKGROUND

The City's Fire Station No. 1, located at 201 South Acacia Avenue, was found to have groundwater contaminated with petroleum products that apparently leaked from underground gasoline storage tanks that were used to refill fire trucks. Remediation has been taking place at Fire Station No. 1 since 1998. The City initially contracted with Amnat Environmental but ended the contract in 2010 after receiving a directive from the Regional Board on June 10, 2010 to develop a more aggressive remedial approach.

Staff solicited proposals from environmental engineering firms and Dudek was awarded a contract pursuant to Resolution No. 23,241, adopted by the City Council on November 9, 2010, to review existing data, evaluate the effectiveness of the existing remediation system and prepare a Remedial Action Plan ("RAP") for submission and approval of the Regional Board.

In accordance with a 2012 Regional Board directive, on December 3, 2013, the City Council adopted Resolution No. 23,880, which authorized the City Manager to enter into a first (1st) amendment to the agreement with Dudek to continue conducting annual and semi-annual groundwater samplings, destruction of six (6) vapor extraction wells and rehabilitation of four (4) monitoring wells. The Regional Board issued another directive

to the City on December 17, 2013, requesting a revised Interim Remedial Action Plan (“IRAP”) pursuant to their review of the City’s Annual Groundwater Monitoring Report and the IRAP, prepared by Dudek on the City’s behalf. The City was also required to submit a workplan to conduct soil gas investigations by February 17, 2014. The Regional Board issued a directive on March 12, 2014, concurring with Dudek’s workplan and requiring the City to include historical groundwater analytical data by July 15, 2014. On February 27, 2015, the Regional Board further required the City to take corrective action pursuant to the Semi-Annual Groundwater Monitoring Report.

In the Regional Board’s directive of March 12, 2014, it was also required that the City perform soil vapor samples, a Soil Vapor Investigation, Soil Vapor Extraction (“SVE”) and High Vacuum Dual Phase Extraction (“HVDPE”). Dudek conducted the work as outlined by the Regional Board’s directive and submitted a plan. Dudek performed the work on June 11, 2014, October 15, 2014 and February 13, 2015.

Pursuant to the Regional Board’s directive of June 22, 2015, the City Council adopted Resolution No. 24,266, approving a second (2nd) amendment to the agreement authorizing Dudek to perform additional cleanup, continue semi-annual and annual event, in-situ chemical oxidation inspection, a Health and Safety Workplan and updated RAP.

The Regional Board issued March 24, 2016 and December 2, 2016 directives requiring cleanup continue at the remediation site. Thus, on March 28, 2017, the City Council adopted Resolution No. 24,545, approving a third (3rd) amendment to the agreement authorizing Dudek to perform continuing cleanup at the site.

STATEMENT OF ISSUE

The March 24, 2016 and December 2, 2016 directives from the Regional Board and the September 19, 2017 review from the SWRCB require continuance of the cleanup efforts. The SWRCB report indicates that the site does not meet groundwater media-specific criteria; that the contaminant plume is not stable or decreasing based on an upward trend in contaminant concentrations; that free product is present off-site; in addition to other continuing issues. Based on the Regional Board directives and the SWRCB review, Dudek will provide the following for this site:

1. Database management and upload of historical data requested by Regional Board
2. Monthly over-purge events for 24 months
3. Active remediation/free product removal from wells MW-3, MW-4, MW-8, MW-15, MW-16, MW-17 and MW-18 for 24 months
4. Continue annual and semi-annual events (four sampling events)

Staff recommends authorization of an amendment to the current agreement with Dudek at this time. Dudek is intimately knowledgeable of and familiar with the remediation efforts and status of the subject site, thus retaining their services will assure critical continuity on the project. Additionally, Dudek has assisted the City in complying with the various and

numerous directives issued by the Regional Board in a manner satisfactory to the City and, more importantly, the Regional Board.

FINANCIAL IMPACT

Dudek has estimated the cost of materials and time for the events as directed by the Regional Board and SWRCB to be: \$8,000.00 database management and upload of Regional Board's historical data; \$96,000.00 monthly over-purge events; \$168,000.00 active remediation/free product removal from wells MW-3, MW-4, MW-8, MW-15, MW-16, MW-17 and MW-18; and, \$160,000.00 two (2) annual and two (2) semi-annual events for a total of \$432,000.00.

Funds in the amount of \$216,000.00 are currently available in the Risk Management Account Fund No. 6400 420 000 4269 for Fiscal Year 2018-19. Funds in the amount of \$216,000.00 will be available in the Risk Management Account Fund No. 6400 420 000 4269 budget for Fiscal Year 2019-20.

Staff has been communicating with the Underground Storage Tank Fund, and more recently with the Expedited Claim Account Program within the USTF. They have indicated that the City has a class "B" status and is on track to receive reimbursement for expenditures of about \$450,000.00. They will also be working with the City, the consultant and the Water Board to expedite the remediation at Fire Station 1, and bring the project to closure.

ALTERNATIVE

No alternative is proposed at this time. Should Council decide not to authorize the contract amendment, untimely compliance with the directives of the Regional Board may result in imposition of fines and exposure to protracted litigation regarding the possible groundwater contamination.

RECOMMENDATION

Staff recommends the adoption of the attached Resolution.

MONICA TURNER
RISK MANAGER

CRAIG J. CORNWELL
CITY ATTORNEY

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL
SERVICES AGREEMENT WITH DUDEK TO PERFORM ADDITIONAL
CORRECTIVE ACTION SERVICES IN ACCORDANCE WITH DIRECTIVES OF
THE LOS ANGELES REGIONAL WATER QUALITY CONTROL BOARD
REGARDING REMEDIATION AT COMPTON FIRE STATION NO.1 (\$432,000.**

WHEREAS, the City's Fire Station No. 1, located at 201 South Acacia Avenue was found to have groundwater contaminated with petroleum products that apparently leaked from underground gasoline storage tanks that were used to refill fire trucks; and

WHEREAS, Dudek was awarded a contract pursuant to Resolution No. 23,241, adopted by the City Council on November 9, 2010, to review existing data, evaluate the effectiveness of the existing remediation system and prepare a Remedial Action Plan ("RAP") for submission and approval of the Los Angeles Regional Water Quality Control Board ("Regional Board"); and

WHEREAS, in accordance with a 2012 Regional Board directive, on December 3, 2013, the City Council adopted Resolution No. 23,880, which authorized the City Manager to enter into a first (1st) amendment to the agreement with Dudek to continue conducting annual and semi-annual groundwater samplings, destruction of 6 vapor extraction wells and rehabilitation of 4 monitoring well; and

WHEREAS, the Regional Board issued another directive to the City on December 17, 2013, requesting a revised Interim Remedial Action Plan ("IRAP") pursuant to their review of the City's Annual Groundwater Monitoring Report and the Revised Interim Remedial Action Plan prepared by Dudek on the City's behalf, in addition to submittal of a workplan to conduct soil gas investigations by February 17, 2014; and

WHEREAS, the Regional Board issued a directive on March 12, 2014, concurring with Dudek's workplan and requiring the City to include historical groundwater analytical data by July 15, 2014 and on February 27, 2015, the Regional Board further required the City to take corrective action pursuant to the Semi-Annual Groundwater Monitoring Report and perform soil vapor samples, a Soil Vapor Investigation, Soil Vapor Extraction and High Vacuum Dual Phase Extraction; and

WHEREAS, the Regional Board issued a directive on June 22, 2015, requiring additional cleanup, continue semi-annual and annual event, in-situ chemical oxidation inspection and a Health and Safety Workplan and updated Remedial Action Plan, therefore, on December 22, 2015, the City Council adopted Resolution No. 24,266, approving a second (2nd) amendment to the agreement authorizing Dudek to perform the services required by the June 2015 directive; and

WHEREAS, the Regional Board has issued March 24, 2016 and December 2, 2016 directives requiring cleanup continue at the remediation site; more specifically, to provide an updated Remedial Action Plan for free product removal and evaluation, monthly over-purge events, continued passive remediation/free product removal and evaluation from wells MW-3, MW-8 and MW-17, destruction/abandonment of 50 remediation wells and continue annual and semi-annual sampling; thus, on March 28, 2017, the City Council adopted Resolution No. 24,545, approving a third (3rd) amendment to the agreement authorizing Dudek to perform continuing cleanup at the site; and

WHEREAS, the March 24, 2016 and December 2, 2016 directives from the Regional Board and the September 19, 2017 review from the State Water Resources Control Board ("SWRCB") require continuance of the cleanup efforts, in that the SWRCB report indicates that the site does not meet groundwater media-specific criteria; that the contaminant plume is not stable or decreasing based on an upward trend in contaminant concentrations; that free product is present off-site; in addition to other continuing issues; and

WHEREAS, staff recommends authorization of a fourth (4th) amendment to the current agreement with Dudek, particularly since Dudek is intimately knowledgeable of and familiar with the remediation efforts and status of the subject site, thus retaining their services will assure critical continuity on the project; and

WHEREAS, Dudek has estimated the cost of materials and time for the scope of work directed by the Regional Board and SWRCB to be \$432,000.00; and

WHEREAS, the Expedited Claim Account Program of the Underground Storage Tank fund will be working with the City, consultant and Regional Water Board to bring the remediation to closure and reimburse the City \$450,000.00 for expenditures; and

WHEREAS, funding for this expenditure in the amount of \$216,000.00 is available in the Fiscal Year 2018-2019 budget and funding in the amount of \$216,000.00 will be appropriated in the Fiscal Year 2019-2020 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 a fourth (4th) amendment (effective retroactive to July 1, 2018) to the Professional Services Agreement with Dudek to perform the additional remedial work specified within the March 24, 2016 and December 2, 2016 directives of the Los Angeles Regional Water Quality Control Board and the September 19, 2017 review from the State Water Resources Control Board regarding the continuing remediation efforts at the Compton Fire Station No. 1 location.

Section 2. That funding in the amount of \$216,000.00 is currently available in the Risk Management Account Fund No. 6400 420 000 4269 for Fiscal Year 2018-2019. Funds in the amount of \$216,000.00 will be available in the Risk Management Account Fund No. 6400 420 000 4269 budget for Fiscal Year 2019-2020.

Section 3. That a purchase order is authorized to be established in the amount of \$432,000.00 on behalf of Dudek.

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

Resolution No. _____
Page 3

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 to by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2019.

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

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

CITY CLERK OF THE CITY OF COMPTON

**FOURTH AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
DUDEK**

This **FOURTH AMENDMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as “**CITY**”) and **DUDEK** (hereinafter referred to as “**CONSULTANT**”).

RECITALS

WHEREAS, the City’s Fire Station No. 1, located at 201 South Acacia Avenue, Compton (the “Site”), was found to have groundwater contaminated with petroleum products that apparently leaked from underground gasoline storage tanks that were used to fuel the fire trucks; and

WHEREAS, on November 9, 2010, pursuant to Resolution No. 23,241, Dudek was awarded a contract to review existing data, evaluate the effectiveness of the existing remediation system and prepare a Remedial Action Plan for submission and approval of the Los Angeles Regional Water Quality Control Board (“Regional Board”); and

WHEREAS, in accordance with a 2012 Regional Board directive, on December 3, 2013, the City Council adopted Resolution No. 23,880, which authorized the City Manager to enter into a first (1st) amendment to the agreement with Dudek to continue conducting annual and semi-annual groundwater samplings, destruction of 6 vapor extraction wells and rehabilitation of 4 monitoring wells; and

WHEREAS, pursuant to further directives issued by the Regional Board on June 22, 2015, on December 22, 2015, the City Council adopted Resolution No. 24,266, approving a second (2nd) amendment to the agreement authorizing Dudek to perform additional cleanup, continue semi-annual and annual event, in-situ chemical oxidation inspection, a Health and Safety Workplan and updated Remedial Action Plan; and

WHEREAS, pursuant to further directives issued by the Regional Board, on March 28, 2017, the City Council adopted Resolution No. 24,545, approving a third (3rd) amendment to the agreement authorizing Dudek to perform continued cleanup at the remediation site; more specifically, provide an updated RAP for free product removal and evaluation, monthly over-purge events, continued passive remediation/free product removal and evaluation from wells MW-3, MW-8 and MW-17, destruction/abandonment of 50 remediation wells and continue annual and semi-annual sampling; and

WHEREAS, March 24, 2016 and December 2, 2016 directives from the Regional Board and the September 19, 2017 review from the State Water Resources Control Board (“SWRCB”) require continuance of the cleanup efforts, in that the SWRCB report indicates that the site does not meet groundwater media-specific criteria; that the contaminant plume is not stable or decreasing based on an upward trend in contaminant

Fourth Amendment to Professional Services Agreement – Dudek
Environmental Remediation Services/Fire Station #1
Risk Management/City Attorney's Office
(Resolution No. _____)

concentrations; that free product is present off-site; in addition to other continuing issues; and

WHEREAS, there is a need to amend the Agreement with the Consultant to revise the scope of services to provide for implementation of the additional services required by the March 24, 2016 and December 2, 2016 directives issued by the Regional Board and the September 19, 2017 review from the State Water Resources Control Board and provide for additional compensation for such services to be rendered; and

WHEREAS, Section 26 of the original Agreement provides that the Agreement may be amended by a written document executed by both parties.

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

AMENDMENTS

1. The parties agree to amend **Section 1 – Services to be Rendered by Consultant** of the original Agreement to include the following additional services to be performed by the Consultant pursuant to the March 24, 2016 and December 2, 2016 directives of the Los Angeles Regional Water Quality Control Board and the September 19, 2017 review from the State Water Resources Control Board:

- a. Database management and upload of historical data requested by Regional Board
- b. Monthly over-purge events for 24 months
- c. Active remediation/free product removal from wells MW-3, MW-4, MW-8, MW-15, MW-16, MW-17 and MW-18 for 24 months
- d. Continue annual and semi-annual events (four sampling events)

2. The parties agree to amend **Section 2 – Duration of Contract** of the original Agreement to revise the duration of the contract by adding the provision that Consultant has began performing the additional services as provided for within this Fourth (4th) Amendment, retroactively as of July 1, 2018, and shall continue to perform said services in a diligent and professional manner until the work required by the March 24, 2016 and December 2, 2016, directives of the Los Angeles Regional Water Control Board and the September 19, 2017 review from the State Water Resources Control Board are completed, the authorized additional compensation is exhausted or the original Agreement or this Fourth (4th) Amendment is terminated, whichever occurs sooner.

3. The parties agree to amend **Section 3 – Compensation** of the original Agreement to revise the maximum amount of compensation payable to Consultant for services performed and completed pursuant to this Fourth (4th) Amendment by adding that City agrees to pay and Consultant agrees to accept as full and complete compensation for satisfactory performance of all additional services performed by the Consultant pursuant to the provisions of this Fourth (4th) Amendment the following maximum sums:

Fourth Amendment to Professional Services Agreement – Dudek
Environmental Remediation Services/Fire Station #1
Risk Management/City Attorney's Office
(Resolution No. _____)

- a. Materials and time for database management and upload of Regional Board's historical data - **\$8,000.00**
 - b. Monthly over-purge events - **\$96,000.00**
 - c. Active remediation/free product removal from wells MW-3, MW-4, MW-8, MW-15, MW-16, MW-17 and MW-18 - **\$168,000.00**
 - d. Material and time for the annual and semi-annual events - **\$160,000.00**
4. Except as provided for above, all other terms and conditions of the original Agreement and any amendments thereto between the City and the Consultant all remain in effect.

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

DUDEK/CONSULTANT

By _____ Dated: _____
Joseph Monaco, President

CITY OF COMPTON
Recommended for Approval:

By _____ Dated: _____
Monica Turner, Risk Manager
Risk Management/City Attorney's Office

Approved by:

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

Fourth Amendment to Professional Services Agreement – Dudek
Environmental Remediation Services/Fire Station #1
Risk Management/City Attorney's Office
(Resolution No. _____)

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

April 23, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ACCEPT THE
CONSTRUCTION OF THE WELL NO. 20 WATER TREATMENT PLANT
PROJECT AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF
COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S
OFFICE AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S
RETENTION (\$45,951.23)**

SUMMARY

The adoption of this Resolution will authorize the City Manager to accept the construction of the Well No. 20 Water Treatment Plant Project as complete, direct staff to file the Notice of Completion with the Los Angeles County Recorder's Office and authorize the release of the contractor's retention in the amount of Forty-Five Thousand, Nine Hundred Fifty-One Dollars and Twenty-Three Cents (\$45,951.23).

BACKGROUND

The Well No. 20 Water Treatment Plant Project ("Project") consisted of equipping Well No. 20 with a pumping equipment and motor in the well, constructing a pressure vessel treatment facility, a backwash water tank, a treated water tank, a booster pump station and other affiliated electrical equipment.

On January 24, 2017, pursuant to Resolution No. 24,513, the City Council awarded the construction contract to Cora Constructors Inc. in the amount of \$880,681.21 and a contingency amount of up to \$88,068.12, totaling \$968,749.33 for the Project.

The Project has been completed in a satisfactory manner with a final construction cost of \$919,024.59, which is \$49,724.74 below the contract amount authorized by City Council, and recommended to be formally accepted. All construction items were completed per the contract documents and specifications.

STATEMENT OF THE ISSUE

The Project was conducted in accordance with California Public Contract Law and a retention amount equivalent to five percent (5%) of the contract was withheld from progress payments to ensure satisfactory completion.

**Staff Report - Notice of Completion of
Well No. 20 Water Treatment Plant Project
Release of Contractor's Retention (\$45,951.23)
April 23, 2019, Page 2 of 2**

Therefore, in order to accept the Well No. 20 Water Treatment Plant Project as complete, direct staff to file the Notice of Completion with the Los Angeles County Recorder's Office and authorize the release of the contractor's retention in the amount of Forty-Five Thousand, Nine Hundred Fifty-One Dollars and Twenty-Three Cents (\$45,951.23), City Council's authorization is necessary.

FISCAL IMPACT

There is no financial impact associated with release of the contractor's retention. Funds in the amount of Forty-Five Thousand, Nine Hundred Fifty-One Dollars and Twenty-Three Cents (\$45,951.23), which is equivalent to five percent (5%) withheld from the progress payment of the contract, is available in the retention fund Account No. 5003-000-000-2050 to be paid to the contractor.

ALTERNATIVE

The contractor has completed all work to the satisfaction of the construction specifications. Therefore, no other alternative is being proposed.

RECOMMENDATION

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

**BRIAN A. DICKINSON
GENERAL MANAGER**

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 ACCEPT THE CONSTRUCTION OF
THE WELL NO. 20 WATER TREATMENT PLANT PROJECT AS COMPLETE,
DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS
ANGELES COUNTY RECORDER'S OFFICE AND AUTHORIZE THE
RELEASE OF THE CONTRACTOR'S RETENTION (\$45,951.23)**

WHEREAS, the Well No. 20 Water Treatment Plant Project ("Project") consisted of equipping Well No. 20 with a pumping equipment and motor in the well, constructing a pressure vessel treatment facility, a backwash water tank, a treated water tank, a booster pump station and other affiliated electrical equipment; and

WHEREAS, on January 24, 2017, pursuant to Resolution No. 24,513, the City Council awarded the construction contract to Cora Constructors Inc. in the amount of \$880,681.21 and a contingency amount of up to \$88,068.12, totaling \$968,749.33 for the Project; and

WHEREAS, the Project has been completed in a satisfactory manner with a final construction cost of \$919,024.59, which is \$49,724.74 below the contract amount authorized by City Council, and recommended to be formally accepted; and

WHEREAS, all construction items were completed per the contract documents and specifications; and

WHEREAS, the Project was conducted in accordance with California Public Contract Law and a retention amount equivalent to five percent (5%) of the contract was withheld from progress payments to ensure satisfactory completion; and

WHEREAS, there is no financial impact associated with release of the contractor's retention because funds in the amount of Forty-Five Thousand, Nine Hundred Fifty-One Dollars and Twenty-Three cents (\$45,951.23) were withheld from progress payment of the contract in the retention fund Account No. 5003-000-000-2050; and

WHEREAS, in order to accept the Well No. 20 Water Treatment Plant Project as complete, direct staff to file the Notice of Completion with the Los Angeles County Recorder's Office and authorize the release of the contractor's retention in the amount of \$45,951.23, City Council's authorization is necessary; and

WHEREAS, all work items and activity were reviewed for compliance and deemed responsive with the Project specifications and when completed, a complete Project accounting was presented to City Council, along with Staff's recommendation for acceptance of the Project as complete.

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

SECTION 1. That the City Council hereby accepts the construction of the Well No. 20 Water Treatment Plant Project as complete and directs Staff to file the Notice of Completion with the Los Angeles County Recorder's Office.

SECTION 2. That the contractor's retention in the amount of Forty-Five Thousand, Nine Hundred Fifty-One Dollars and Twenty-Three Cents (\$45,951.23), which is equivalent to five percent (5%) of the contract, is hereby authorized to be released.

SECTION 3. That a copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, City Clerk and Compton Municipal Water Department.

RESOLUTION NO. _____
PAGE TWO

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

ADOPTED this ____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at 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 23, 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
DECLARING VARIOUS PIECES OF COMPTON MUNICIPAL WATER
DEPARTMENT EQUIPMENT AS SURPLUS AND AUTHORIZING THE
SALE THEREOF.**

SUMMARY

Adoption of this resolution will authorize the declaration that various specific pieces of equipment in the Compton Municipal Water Department as surplus and authorize the City Manager to provide for the sale thereof.

BACKGROUND

The Compton Municipal Water Department ("Department") has several pieces of equipment which are no longer functional, as being either inoperable or not able to meet current air quality standards.

Section 4-11.7 of the Compton Municipal Code authorizes the sale of City-owned personal property and provides as follows:

"Whenever the City has any materials, supplies, equipment, or other personal property which it no longer needs for municipal purposes, or which has become unfit for use for municipal purposes, the City Manager shall provide for the sale of materials, supplies, equipment, or other personal property by such means as he shall find most advantageous to the City. In the event such materials, supplies, equipment, or other personal property has a sale value of more than five hundred (\$500.00) dollars, the City Manager shall obtain the consent and approval of the Council before offering the same for sale."

STATEMENT OF THE ISSUE

The Department has the following pieces of equipment to declare as surplus:

- One 20 – foot trailer which is damaged beyond repair
- Two portable emergency generators, which were used for back-up power at the water well pumping facilities, which do not meet current South Coast Air Quality Management District (SCAQMD) regulations for exhaust

- One 2003 Ford F250 Utility Truck with Industrial vacuum equipment and gate valve operating machine. VIN – 1FTNX20L93EA38924

FINANCIAL IMPACT

There is a possible, yet undetermined net proceed that could come from the sale of the items.

ALTERNATIVE

None suggested.

RECOMMENDATION

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

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

APPROVED FOR FORWARDING

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
DECLARING VARIOUS PIECES OF COMPTON MUNICIPAL WATER
DEPARTMENT EQUIPMENT AS SURPLUS AND AUTHORIZING THE SALE
THEREOF.**

WHEREAS, Section 4-11.7 of the Compton Municipal Code authorizes the sale of City-owned personal property and provides that the City Manager may sale materials, suppliers, equipment, or other person property no longer needed or which has become unfit for use for municipal purposes by such means as found to be most advantageous to the City; and

WHEREAS, Section 4-11.7 further provides that if such materials, supplies, equipment, or other personal property has a sale value of more than five hundred (\$500.00) dollars, the City Manager shall obtain the consent and approval of the Council before offering the same for sale; and

WHEREAS, the Compton Municipal Water Department ("Department") has various pieces of equipment which are no longer functional due to irreparable damage or not able to meet current air quality standards; and

WHEREAS, staff believes that it is in the best interest of the City for the City Council to declare the below-specified City-owned property as unfit for or no longer needed for municipal purposes and therefore authorize the City Manager to sale or otherwise dispose of the property in a manner advantageous to the City.

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

Section 1. That the following City-owned equipment and personal property is hereby declared to be surplus in that it is no longer needed for or has become unfit for municipal purposes:

- One (1) damaged 20 foot trailer
- Two (2) portable emergency generators which were used for back-up power at the water well pumping facilities, which no longer meet current South Coast Air Quality Management District regulations for exhaust
- One (1) 2003 Ford F250 Utility Truck (Vin # iFTNX20L93EA38924) with vacuum equipment and gate valve operating machine (for operating system valves and cleaning valve cans of debris, which has been replaced by a newer vehicle)

Section 2. That the City Manager is hereby authorized to provide for the sale of the property specified in Section 1 above by such means as he finds most advantageous to the City.

Section 3. That any funds that may be received for the sale of the property specified in Section 1 above, shall be deposited to the Compton Municipal Water Department operating fund.

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

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

ADOPTED this ____ day of _____, 2019.

**_____
MAYOR OF THE CITY OF COMPTON**

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: 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

April 23, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY CONTROLLER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REVISING THE CITY'S POLICIES AND PROCEDURES FOR THE APPROVAL OF PURCHASE ORDERS, BUDGETARY TRANSFERS AND CONTRACTS, AND INCREASING THE CITY MANAGER'S MAXIMUM APPROVAL LEVEL OF EXPENDITURES TO \$25,000; RESCINDING RESOLUTION NO. 24,347

SUMMARY

The City Council will consider adopting a resolution authorizing an increase in the City Manager's maximum approval level of expenditures from the current \$5,000 to \$25,000 and rescinding Resolution No. 24,347.

BACKGROUND

Pursuant to Resolution No. 24,347, adopted on May 17, 2016, any expenditures above \$5,000 requires City Council authorization. Currently, the City Council reviews for adoption by resolution a variety of City transactions, including:

1. All purchase orders over \$5,000
2. All vendors whose combined works exceed \$5,000
3. All work change orders (for capital projects) over \$5,000
4. All budgetary transfers between objects of different classifications
5. All contracts, regardless of amount

STATEMENT OF THE ISSUE

Staff has determined that the \$5,000 limit for expenditures is no longer consistent with best practices and does not allow for administrative efficiency or flexibility to allow the City to respond to community needs in an expedient manner. The current practice of presenting resolutions to Council for approval of transactions above \$5,000 places a significant workload on the Council for review and approval, on the administrative departments for review and on the requesting departments for preparation. In addition, the resolution process for transactions above \$5,000 often delays the acquisition of goods and services that are needed by the City and its citizens.

The table below illustrates the current purchasing authority for City Managers in other cities:

City	City Manager
Bellflower	\$15,000
Los Alamitos	\$10,000
La Puente	\$20,000
Carson	\$25,000
Santa Ana	\$25,000
Gardena	\$30,000
Mission Viejo	\$30,000
Hermosa Beach	\$30,000
South Gate	\$30,000
Pasadena	\$74,999
Burbank	\$100,000
Long Beach	\$100,000

Based on the survey of purchasing authority of other cities, Staff recommends that the approval authority for the City Manager be changed from \$5,000 to \$25,000. The change in approval authority for the City Manager will allow the Council to focus its attention on fiscally significant transactions by reducing the number of small transactions requiring Council approval.

It should be noted that all transactions will still be required to comply with City of Compton policies and procedures for review and approval prior to execution. Additionally, elimination of the resolution requirement for small transactions will save time on the part of several City departments and allow City business to be executed more quickly and efficiently.

FISCAL IMPACT

There is no expected cost associated with the acceptance of the requested policy changes. The implementation of a change in approval authority for expenditures that are less than \$25,000 is projected to result in a lower volume of proposed resolutions, which will save time and increase the efficiency of several City departments.

RECOMMENDATION

Staff recommends that the Council adopt the attached Resolution and rescind Resolution No. 24,347.

RAFAELA KING
CITY CONTROLLER

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REVISING THE CITY'S POLICIES AND PROCEDURES FOR THE APPROVAL OF PURCHASE ORDERS, BUDGETARY TRANSFERS AND CONTRACTS, AND INCREASING THE CITY MANAGER'S MAXIMUM APPROVAL LEVEL OF EXPENDITURES TO \$25,000; RESCINDING RESOLUTION NO. 24,347

WHEREAS, on May 17, 2016, the City Council adopted Resolution No. 24,347, which gave the City Manager authorization to approve expenditures up to \$5,000; and

WHEREAS, currently, the Council reviews for adoption by resolution a variety of City transactions, including (1) all purchase orders over \$5,000; (2) all work change orders (for capital projects) over \$5,000; (3) all budgetary transfers between objects of different classifications and (4) all contracts, regardless of amount; and

WHEREAS, Staff has determined that the \$5,000 limit for expenditures is no longer consistent with best practices and does not allow for administrative efficiency or flexibility to allow the City to respond to community needs in an expedient manner; and

WHEREAS, based on a survey of purchasing authority of other cities, Staff recommends that the approval authority for the City Manager be changed from \$5,000 to \$25,000; and

WHEREAS, the change in approval authority for the City Manager will allow the Council to focus its attention on fiscally significant transactions by reducing the number of small transactions requiring Council approval; and

WHEREAS, it should be noted that all transactions will still be required to comply with City of Compton policies and procedures for review and approval prior to execution; and

WHEREAS, elimination of the resolution requirement for small transactions will save time on the part of several City departments and allow City business to be executed more quickly and efficiently; and

WHEREAS, adoption of the attached resolution will rescind Resolution No. 24,347.

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

SECTION 1. That Resolution No. 24,347, adopted by the City Council on May 17, 2016, is hereby rescinded.

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

- Are for an amount of \$25,000 or less, however except for the purchase of materials, supplies and goods, a written contract approved as to form by the City Attorney shall be required; and
- Are properly approved by the City Manager and/or required staff; and
- Are applied to an existing appropriation; or
- Fulfill in whole or in part a budgeted expenditure as adopted by Council in the Combined Budget Resolution for the current fiscal year;
- Are purchase orders, regardless of the amount, for the City-owned utility payments (e.g. electricity, water and gas), that are applied to an existing appropriation.
-

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

- Purchase Orders for the same vendor, for the acquisition of related goods/services, and occurring in the same fiscal year shall be treated as one combined Purchase Order for purposes of determining if the \$25,000 threshold is met.
- A new addition to an existing Purchase Order shall be combined with the original Purchase Order and any previous additions to the Purchase Order for purposes determining if the \$25,000 threshold is met.
- Purchase Orders will not be split in order to avoid the \$25,000 threshold, including splits near the cutoff between fiscal years.
- A list of all Purchase Orders and Purchase additions over \$5,000 issued during the previous month will be provided to the City Council by the City Controller on a monthly basis.

SECTION 4. That upon the advice and approval of the City Attorney, the City Manager is authorized to enter into contracts on behalf of the City, without first having City Council adoption of a separate resolution, when the total amount of compensation to be paid by the City pursuant to the contract is \$25,000 or less. A list of such contracts entered into by the City wherein the amount compensation to be paid is above \$5,000 but below \$25,000 shall be provided to the City Council by the City Manager on a monthly basis.

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

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

SECTION 7. That the City Manager may transfer budgeted amounts from one object to another object if they are within the same fund group by no more than \$25,000 per object. A budgetary transfer of more than \$25,000 per object may only be authorized by a resolution of City Council. The administrative accounting for budgetary transfers is performed by the City Controller; therefore all such transfers shall be reported to the City Council on a monthly basis by the City Controller.

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

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

ADOPTED this _____ 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 23, 2019

TO: HONORABLE 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 AMEND THE PUBLIC WORKS
DEPARTMENT'S 2018-2019 FISCAL YEAR BUDGET TO TRANSFER
FUNDS BETWEEN ACCOUNTS AND ISSUE A PURCHASE ORDER TO
WILLDAN FINANCIAL SERVICES FOR THE ANNUAL
ADMINISTRATION OF THE LANDSCAPE AND LIGHTING DISTRICT
NO. 1 ASSESSMENTS AND SEWER SERVICE CHARGES (\$24,450.00)**

BACKGROUND

On March 13, 2018, pursuant to Resolution 24,748, City Council authorized the City Manager to enter into a three (3) year professional service agreement with Willdan Financial Services ("Willdan") for the annual administration of the Landscape and Lighting District No. 1 Assessments and Sewer Service Charges for Fiscal Years 2018-2019, 2019-2020, and 2020-2021, with two (2) optional one (1) year extensions. The agreement with Willdan encompassed assisting the City with the annual administration of the Landscape and Lighting District No. 1 Assessments and Sewer Service Charges for Fiscal Years 2018 through 2021 at a per annual cost of \$32,600.00 for a total of \$97,800.00 over a three (3) year agreement.

STATEMENT OF ISSUE

For the Fiscal Year 2018-2019, the City of Compton is obligated to pay Willdan for services rendered in the amount of Thirty-Two Thousand, Six Hundred Dollars and Zero Cents (\$32,600.00). Although funds in the amount of \$32,600.00 for this expenditure were approved for Account Nos. 2502-710-000-4262 (\$16,300.00) and 5116-710-000-4262 (\$16,300.00), respectively, funds totaling in the amount of Eight Thousand, One Hundred Fifty Dollars and Zero Cents (\$8,150.00) were only allocated to these accounts as indicated below:

<u>Fiscal Year</u>	<u>Account Number</u>	<u>Description</u>	<u>Allocated Amount</u>
2018-2019	2502-710-000-4262	Other Professional Services	\$8,150.00
	5116-710-000-4262	Other Professional Services	\$0.00

Staff has determined that there is a shortage of funds in Account Nos. 2502-710-000-4262 and 5116-710-000-4262 in the amounts of \$8,150.00 and \$16,300.00, respectively. The City has paid Willdan in the amount of \$8,150.00 from the allocated funds in Account No. 2502-710-000-4262, however, the City is still obligated to pay Willdan the remaining contractual balance in the amount of \$24,450.00 for Fiscal Year 2018-2019.

**Staff Report – Amend FY 2018-2019 Budget
And Issue P.O. to Willdan Financial Services
April 23, 2019, Page 2**

Staff, therefore, is requesting to amend the Public Works Department's Fiscal Year 2018-2019 budget by transferring funds between accounts as follows:

<u>Fiscal Year</u>	<u>From Account</u>	<u>To Account</u>	<u>Amount</u>
2018-2019	2502-710-000-4269	2502-710-000-4262	\$8,150.00
	5117-720-000-4266	5117-720-000-4262	\$16,300.00

In order to amend the Public Works Department's 2018-2019 Fiscal Year budget and issue a purchase order to Willdan in the amount of Twenty-Four Thousand, Four Hundred Fifty Dollars and Zero Cents (\$24,450.00) to pay for services rendered, City Council's authorization is necessary.

FISCAL IMPACT

Funds in the amount of Twenty-Four Thousand, Four Hundred Fifty Dollars and Zero Cents (\$24,450.00) will be available in the Public Works Department's 2018-2019 Fiscal Year budget as follows:

<u>Fiscal Year</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
2018-2019	2502-710-000-4262	Other Professional Services	\$8,150.00
	5117-720-000-4262	Other Professional Services	\$ 16,300.00

Staff will allocate funding for the remaining Fiscal Years 2019-2020 and 2020-2021 in future year budgets.

ALTERNATIVE

None recommended.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

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

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO AMEND THE PUBLIC WORKS
DEPARTMENT'S 2018-2019 FISCAL YEAR BUDGET TO TRANSFER FUNDS
BETWEEN ACCOUNTS AND ISSUE A PURCHASE ORDER TO WILLDAN
FINANCIAL SERVICES FOR THE ANNUAL ADMINISTRATION OF THE
LANDSCAPE AND LIGHTING DISTRICT NO. 1 ASSESSMENTS AND SEWER
SERVICE CHARGES (\$24,450.00)**

WHEREAS, on March 13, 2018, pursuant to Resolution 24,748, City Council authorized the City Manager to enter into a three (3) year professional service agreement with Willdan Financial Services ("Willdan") for the annual administration of the Landscape and Lighting District No. 1 Assessments and Sewer Service Charges for Fiscal Years 2018-2019, 2019-2020, and 2020-2021, with two (2) optional one (1) year extensions; and

WHEREAS, the agreement with Willdan encompassed assisting the City with the annual administration of the Landscape and Lighting District No. 1 Assessments and Sewer Service Charges for Fiscal Years 2018 through 2021 at a per annual cost of \$32,600.00 for a total of \$97,800.00 over a three (3) year agreement; and

WHEREAS, for the Fiscal Year 2018-2019, the City of Compton is obligated to pay Willdan for services rendered in the amount of Thirty-Two Thousand, Six Hundred Dollars and Zero Cents (\$32,600.00); and

WHEREAS, although funds in the amount of \$32,600.00 for this expenditure were approved for Account Nos. 2502-710-000-4262 (\$16,300.00) and 5116-710-000-4262 (\$16,300.00), respectively, funds totaling in the amount of Eight Thousand, One Hundred Fifty Dollars and Zero Cents (\$8,150.00) were only allocated to these accounts as indicated below:

<u>Fiscal Year</u>	<u>Account Number</u>	<u>Description</u>	<u>Allocated Amount</u>
2018-2019	2502-710-000-4262	Other Professional Services	\$8,150.00
	5116-710-000-4262	Other Professional Services	\$0.00

WHEREAS, Staff has determined that there is a shortage of funds in Account Nos. 2502-710-000-4262 and 5116-710-000-4262 in the amounts of \$8,150.00 and \$16,300.00, respectively. The City has paid Willdan in the amount of \$8,150.00 from the allocated funds in Account No. 2502-710-000-4262, however, the City is still obligated to pay Willdan the remaining contractual balance in the amount of \$24,450.00 for Fiscal Year 2018-2019; and

WHEREAS, Staff, therefore, is requesting to amend the Public Works Department's Fiscal Year 2018-2019 budget by transferring funds between accounts as follows:

<u>Fiscal Year</u>	<u>From Account</u>	<u>To Account</u>	<u>Amount</u>
2018-2019	2502-710-000-4269	2502-710-000-4262	\$8,150.00
	5117-720-000-4266	5117-720-000-4262	\$16,300.00

WHEREAS, in order to amend the Public Works Department's 2018-2019 Fiscal Year budget and issue a purchase order to Willdan in the amount of Twenty-Four Thousand, Four Hundred Fifty Dollars and Zero Cents (\$24,450.00) to pay for services rendered, City Council's authorization is necessary; and

WHEREAS, funds in the amount of Twenty-Four Thousand, Four Hundred Fifty Dollars and Zero Cents (\$24,450.00) will be available in the Public Works Department's 2018-2019 Fiscal Year budget as follows:

<u>Fiscal Year</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
2018-2019	2502-710-000-4262	Other Professional Services	\$8,150.00
	5117-720-000-4262	Other Professional Services	\$16,300.00

WHEREAS, Staff will allocate funding for the remaining Fiscal Years 2019-2020 and 2020-2021 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 is hereby authorized to amend the Public Works Department's 2018-2019 Fiscal Year budget to transfer funds between accounts as follows:

<u>Fiscal Year</u>	<u>From Account</u>	<u>To Account</u>	<u>Amount</u>
2018-2019	2502-710-000-4269	2502-710-000-4262	\$8,150.00
	5117-720-000-4266	5117-720-000-4262	\$16,300.00

SECTION 2. That a purchase order in the amount of amount of Twenty-Four Thousand, Four Hundred Fifty Dollars and Zero Cents (\$24,450.00) is hereby authorized to be issued to Willdan Financial Services for the annual administration of Landscape and Lighting District No. 1 Assessments and Sewer Service Charges for Fiscal Year 2018-2019.

SECTION 3. That funds in the amount of Twenty-Four Thousand, Four Hundred Fifty Dollars and Zero Cents (\$24,450.00) will available in the Public Works Department's 2018-2019 Fiscal Year budget as follows:

<u>Fiscal Year</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
2018-2019	2502-710-000-4262	Other Professional Services	\$8,150.00
	5117-720-000-4262	Other Professional Services	\$16,300.00

SECTION 4. That funding for the remaining Fiscal Years 2019-2020 and 2020-2021 will be allocated in future year budgets.

SECTION 5. 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 Public Works Departments.

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

ADOPTED this _____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council 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-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

April 23, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF CIVIC CONSTRUCTION ASSOCIATES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR THE SOUTH PARK IMPROVEMENT PROJECT (\$464,200.00)

SUMMARY

Adoption of this resolution will authorize the City Manager to accept the bid of Civic Construction Associates in the amount of Four Hundred Twenty-Two Thousand Dollars (\$422,000.00), enter into a construction contract to provide specified construction services for the South Park Improvement Project and establish a purchase order for Civic Construction Associates in the amount of \$422,000.00 plus a contingency amount of Forty Two Thousand Two Hundred Dollars (\$42,200.00) for a total encumbered sum of \$464,200.00.

BACKGROUND

On April 24, 2018, City Council approved through Resolution No. 24,765 funding to revise the engineering and architectural designs for the South Park Improvement Project. The initial plans were revised to eliminate a proposed youth soccer field, parking lot, and playground. The new plans include a prefabricated restroom, Greensfield exercise equipment station, repair of the exterior multipurpose field lighting, decomposed granite walking trail, and site furnishings.

On January 30, 2019, the Parks & Recreation Department released the invitation for bids but on February 28, 2019, the bid closed with no bids received. Staff was then directed to re-release the bid and on March 18, 2019 the bid closed with the below bids received:

VENDOR	BID AMOUNT
1. Civic Construction Associates	\$422,000.00
2. C.S. Legacy Construction	\$580,506.00
3. Kasa Construction	\$636,400.00
4. BRT Construction, Inc.	\$729,802.00

**Staff Report – Resolution Authorizing Construction Contract
Civic Construction Associates – South Park Improvement Project
April 23, 2019, page 2**

Based upon bids received and reviewed, it has been determined that Civic Construction Associates submitted the lowest, most responsive and responsible bid.

STATEMENT OF ISSUE

City Council action is needed to authorize the City Manager to enter into a contract and establish a purchase order to Civic Construction Associates in the amount of \$422,000.00, plus authorize a contingency amount of \$42,200.00, for a total encumbered sum of \$464,200.00.

Civic Construction Associates is an insured, bonded and full-service General Contractor that specializes in a vast array of construction, design, and engineering projects for commercial, residential, and government agencies. Civic Construction Associates has over 40 years of general construction experience and the knowledge, expertise, and organizational skills to manage and complete any construction project. The company is well versed in all State and Federal Wage compliance laws and has successfully completed similar projects for the City of Casitas, Westlake, Thousand Oaks and Santa Barbara.

ALTERNATIVE

City Council can reject staff's recommendation and choose to reject all bids and direct staff to reopen the bidding process.

FISCAL IMPACT

The funds (\$464,200.00) have been approved and budgeted in the Fiscal Year 2018-19 Annual Budget and is available in Measure P Fund Account No. 1004-610-000-4269.

RECOMMENDATION

It is recommended 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 ACCEPTING THE BID OF CIVIC CONSTRUCTION ASSOCIATES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT AND ESTABLISH A PURCHASE ORDER FOR THE SOUTH PARK IMPROVEMENT PROJECT (\$464,200.00)

WHEREAS, On April 24, 2018, City Council approved funding through Resolution No. 24,765 to revise the engineering and architectural designs for the South Park Improvement Project; and

WHEREAS, the initial plans were revised to eliminate a proposed youth soccer field, parking lot, and playground. The new plans include a prefabricated restroom, Greensfield exercise equipment station, repair of the exterior multipurpose field lighting, decomposed granite walking trail, and site furnishings; and

WHEREAS, on January 30, 2019, the Parks & Recreation Department released the invitation for bids but on February 28, 2019, the bid closed with no bids received. Staff was then directed to re-release the bid and on March 18, 2019 the bid closed with the below bids received:

VENDOR	BID AMOUNT
1. Civic Construction Associates	\$422,000.00
2. C.S. Legacy Construction	\$580,506.00
3. Kasa Construction	\$636,400.00
4. BRT Construction, Inc.	\$729,802.00

WHEREAS, based upon bids received and reviewed, it has been determined that Civic Construction Associates submitted the lowest, most responsive and responsible bid; and

WHEREAS, it is the recommendation of staff that the City Council accept the bid submitted by Civic Construction Associates in the amount of \$422,000.00, plus authorize a contingency amount of \$42,200 for a total encumbered sum of \$464,200.00; and

WHEREAS, funds (\$464,200.00) have been approved and budgeted in the Fiscal Year 2018-19 Annual Budget and is available in Measure P Fund Account No. 1004-610-000-4269.

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

Section 1. That the bid of Civic Construction Associates in the amount of Four Hundred Twenty - Two Thousand Dollars (\$422,000.00) is hereby accepted and all other bids rejected.

Section 2. That the City Manager, with the advice and approval of the City Attorney, is hereby authorized to enter into a construction contract with Civic Construction Associates to provide specified construction services for the South Park Improvement Project in the amount of \$422,000.00.

Section 3. That a contingency amount of Forty-Two Thousand Two Hundred Dollars (\$42,200.00) is hereby authorized.

Section 4. That funds in the amount of Four Hundred Sixty-Four Thousand Two Hundred Dollars (\$464,200.00) are available in the Measure "P" 2018-2019 Fiscal Year Annual Budget in Account No. 1004-610-000-4269 (Contract Services).

Resolution No. _____
Page 2

Section 5. That a purchase order in the amount of \$464,200.00 is hereby authorized to be established for Civic Construction Associates for services rendered for the South Park Improvement Project.

Section 6. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, Parks and Recreation and the City Clerk.

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
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

**CONSTRUCTION SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
CIVIC CONSTRUCTION ASSOCIATES**

[2019 South Park Improvement Project]

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **CIVIC CONSTRUCTION ASSOCIATES** (hereinafter referred to as "**CONTRACTOR**") located at 79 Daily Drive, Suite 171, Camarillo, California, 93010.

RECITALS:

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

B. Contractor is a corporation duly organized and in good standing in the State of California. Contractor represents that it is duly licensed by the State of California (License No. 994455) and has the background, knowledge, experience and expertise to perform the obligations set forth in this Agreement.

C. City and Contractor enter into this Agreement for the purpose of retaining Contractor to perform that work required pursuant to the 2019 South Park Improvement Project ("Project").

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

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

1.0 GENERAL PROVISIONS.

1.1 Definitions.

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

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

**Construction Services Agreement – Civic Construction Associates
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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), 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

Construction Services Agreement – Civic Construction Associates
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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 in 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

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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

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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.

1.6 Key Personnel.

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

1.6.2 City's Representative. City hereby designates **Marvin Hunt, Director of Parks & Recreation Department** as City's Representative for this Project.

1.7 Independent Contractor. Contractor shall be an independent contractor, and neither Contractor, its officers, principals, employees, agents, volunteers and subcontractors (collectively hereinafter the "Contractor"), shall be considered employees or agents of City. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Agreement. Contractor 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.

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1.8 Permits. Contractor understands and assumes all risk and sole responsibility, without any adjustment to the Contract Price or Contract Time, for obtaining all necessary permits and licenses.

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*.

2.0 SCOPE OF SERVICES.

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

2019 South PARK IMPROVEMENT PROJECT

The proposed work will be performed in accordance with the plans, specifications and other contract documents generally consisting of: demolition of various materials, clearing, purchase and installation of prefabricated outdoor restroom, purchase and installation of Greenfields exercise equipment, site furnishings, concrete headers, construction of decomposed granite walking trail, landscape planting, irrigation system modifications.

The 2019 South Park Improvement Project – generally consists of installation and construction of improvements to South Park – including but not limited to:

Demolition

- Concrete curb removal 60 LF
- A C paving and base removal 475 SF
- Clear and Grub existing Turf 13,443 SF
- Misc. removals

Site Work

- 4" AC over 6" Base 1,200 SF
- 6" curb and gutter 307 LF
- ADA ramp

Utilities

- 3" water 404 LF
- 6" sewer 61 LF
- 12" Storm drain 609 LF

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- 6" storm drain 380 LF
- area drains 8 each
- Catch Basin 2 each

Electrical

- Restroom Building Connections
- Existing Main Switchboard
- Existing Field Lights Repair

Restroom Building Site Work

- CXT Restroom
- Restroom Door Auto Locking system and hardware

Paving

- 4" Concrete 5,575 SF
- 6" Concrete Mow Curb 1,617LF

Picnic Area

- Family Style BBQ with Prep Table 5 each
- 6' Picnic Table 7 each
- 8' ADA Picnic Table

Irrigation

- Irrigation System Revisions to fit new layout

Turf

- Turf repair with seed and topping

Trail

- Decomposed Granite Trail 7,780 SF
- Outdoor Fitness Equipment

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

Contractor shall bear all costs associated with this Work, including, but not limited to, all professional, technical, clerical services, materials, tools, equipment, transportation,

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telephone, etc., used by Contractor in connection with this Work as necessary to complete the scope of work in accordance with the Contract Documents provided in bid.

3.0 CONTRACT PRICE.

3.1 Total Compensation. As full and complete compensation for the faithful performance of all of the Work hereunder performed by Contractor in accordance with the Contract Documents, City shall pay, and Contractor agrees to accept, a contract sum of **Four Hundred Twenty Two Thousand Dollars (\$422,000.00)**, subject to adjustments for changes in the Work as may be agreed to in writing by the City and Contractor.

3.2 The Contract Price, unless changed by Change Order, represents the absolute limit of obligation or liability that City may ever have insofar as the cost for full and final completion of the Work, and the total of all payments to Contractor are concerned. Should additional amounts be required to be expended, over and above the Contract Price, to achieve completion of the Work, including project construction, and payment to Contractor, in accordance with this Contract, liability for and payment of such additional amounts shall be the sole responsibility of Contractor and its Contract surety herein, and City shall not be liable for same. Should the final cost of the construction work and Contractor's compensation total less than the Contract Price, or any approved revision thereof, the difference shall inure to the benefit of City and no claim for all or any portion of said difference shall be valid against or payable by City. Compensation to the Contractor for decreases of more than 25 percent (25%) and for eliminated items shall be made in accordance with Section 3-2.2.3 "Decreases of more than 25 Percent" and Section 3-2.5 "Eliminated Items" of the Standard Specifications for Public Works Construction (Greenbook).

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

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

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

- The occupation and use of the improvement by the City after cessation of labor on

**Construction Services Agreement – Civic Construction Associates
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the Work; or

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

-Or-

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

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

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

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

4.0 TIME.

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

4.2 Commencement.

4.2.1 Construction Services. Contractor agrees to commence the Work provided for herein within **10 calendar days** after receipt of the **Notification to Proceed** or as otherwise agreed in writing with the Director of his/her designee, and continue in a diligent, professional and worker-like manner without interruption until the work is completed or within a total of **80 working days** (this period is inclusive of time to procure needed materials, mobilization, etc.), whichever occurs first, unless this Agreement is extended, suspended or terminated as provided herein.

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

4.3 Extensions. The Contract Time shall not be extended except by a Change Order issued in accordance with the Contract Documents.

4.4 Compensation for Delay.

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

4.5 Liquidated Damages.

IF CONTRACTOR FAILS TO ACHIEVE SUBSTANTIAL COMPLETION OF THE WORK WITHIN THE PERIODS OF TIME REFERRED TO IN PARAGRAPH 4.2.1 OF THIS

AGREEMENT (AS ADJUSTED BY CHANGE ORDER FOR EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS), CITY WILL INCUR DAMAGES, THE AMOUNT OF WHICH WILL BE DIFFICULT OR IMPOSSIBLE TO ESTABLISH WITH CERTAINTY, INCLUDING BUT NOT LIMITED TO INEFFICIENCY AND DISRUPTION OF CITY'S OPERATIONS. THE PARTIES THEREFORE AGREE THAT FOR EACH DAY PAST THE COMPLETION DATES REFERRED TO IN PARAGRAPH 4.2.1 (AS ADJUSTED BY CHANGE ORDER FOR THE EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS) THAT THE WORK IS NOT SUBSTANTIALLY COMPLETE, CONTRACTOR SHALL PAY CITY THE SUM OF EIGHT HUNDRED (\$800.00) FOR EACH CALENDAR DAY DELAYED BEYOND THE TIME PRESCRIBED FOR FINISHING THE WORK AS LIQUIDATED DAMAGES. THIS SUM REPRESENTS A REASONABLE EFFORT TO ESTIMATE FAIR COMPENSATION FOR THE FORESEEABLE LOSSES CITY WILL INCUR ON ACCOUNT OF DELAYS IN SUBSTANTIAL COMPLETION OF THE WORK AND IS NOT A PENALTY. IF LIQUIDATED DAMAGES ARE NOT PAID, THE CITY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONEY DUE OR THAT MAY BECOME DUE TO THE CONTRACTOR UNDER THIS AGREEMENT IN ADDITION TO ANY OTHER REMEDY AVAILABLE TO THE CITY. CONTRACTOR SHALL NOT BE ASSESSED LIQUIDATED DAMAGES IF THE DELAY IS CAUSED BY ACTS OF GOD WHICH COULD NOT REASONABLY HAVE BEEN FORESEEN OR GUARDED AGAINST; STRIKES, BOYCOTTS OR LIKE OBSTRUCTIVE ACTIONS BY CONTRACTOR'S OR IT'S SUBCONTRACTOR'S EMPLOYEES WHICH ARE BEYOND CONTRACTOR'S CONTROL; FAILURE OF CITY TO PERFORM; OR FAILURE OF A PUBLIC UTILITY TO RELOCATE OR REMOVE AN EXISTING UTILITY REQUIRED FOR PERFORMANCE OF THIS CONTRACT. CITY AND CONTRACTOR HEREBY INDICATE THEIR AGREEMENT TO THE FOREGOING LIQUIDATED DAMAGES PROVISION:

City of Compton – City Manager

Contractor – Timothy L. Hall, President

5.0 CONSTRUCTION PHASE.

5.1 General.

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

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

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

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

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

5.4 Safety.

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

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

- .a** Employees and all other persons at the Site;
- .b** Materials and equipment stored on the Site or off the Site at locations for use in performance of the Work; and
- .c** The Project and all property located at the Site, whether or not said property or structures are part of the Project or involved in the Work.

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

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

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

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

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

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

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

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

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

5.6 Trade Contractors.

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

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

5.7 Separate Contractors.

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

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

6.0 ACCOUNTING RECORDS

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

Contractor shall allow, and shall include in its contracts with its Trade Contractors, provisions requiring its Trade Contractors to allow, City or its authorized representative(s) and accountants, within twenty-four (24) hours after requested by City, to inspect, audit or reproduce any and all records relating to the Project. Such records shall include all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project, including without limitation the following: agreements; purchase orders; leases; contracts; commitments; arrangements; notes; schedules; daily diaries; superintendent reports; drawings; receipts; vouchers; memoranda; accounting records; job cost reports, job cost files (including documentation covering negotiated settlements); backcharge logs; general ledgers; documentation of cash and trade discounts earned, insurance rebates and dividends; any documents customarily maintained by contractors performing work on a cost plus a fee basis; other documents that City otherwise deems necessary to substantiate charges or claims related to the Project.

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

7.0 INDEMNITY, BONDS

7.1 Indemnity.

7.1.1 General Indemnity. To the fullest extent allowed by law, Contractor hereby agrees to defend, indemnify, and hold harmless City, its City Council, boards and commissions, officials, officers, agents, employees, representatives, insurers and volunteers (hereinafter collectively referred to as "City") through legal counsel acceptable to City, from and against any and all Losses arising directly or indirectly from, or in any manner relating to, any of the following: (i) any act or omission (negligent or otherwise) of Contractor, or by its Trade Contractors, of any tier; (ii) performance or nonperformance by Contractor or its Trade Contractors, of any tier, of any of the obligations under this Agreement or the other Contract Documents; (iii) the construction activities of Contractor, or its Trade Contractors, of any tier, either on the Site or on other properties; (iv) the payment or nonpayment of money by Contractor, or by any of its Trade Contractors, of any tier; or (v) any personal injury, property damage or

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economic loss to third persons or entities associated with the performance or nonperformance by Contractor, or any of its Trade Contractors, of any tier; provided, however, that nothing contained herein shall be construed as obligating Contractor to indemnify the City for losses resulting from the City's sole negligence, active negligence or willful misconduct. Contractor shall pay City for any costs incurred in enforcing the defense and/or indemnity obligations under this provision. Nothing in this Section 7.1 shall be construed to give rise to any implied right of indemnity in favor of Contractor against the City.

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

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

7.2 Bonds.

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

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

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

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

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

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

8.0 INSURANCE.

8.1 Insurance Requirements. The Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section 8.0.

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

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

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

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

8.2.2 Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA00 01 06 92 covering "Any Auto" (Symbol 1) with minimum limits of **One Million Dollars (\$1,000,000.00)** each accident. If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal

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Automobile Liability policy for the Contractor's own vehicle (as specified in the following paragraph); and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees). Independent Contractors may not be able to purchase a Business Automobile policy and consideration may be given to accepting a Personal Automobile Liability policy. Requirements should stipulate "Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident."

8.2.3 Builder's Risk Insurance. Builder's Risk Insurance for any property constructed on behalf of the City, to cover "all risk" of physical loss providing coverage for loss or damage from collapse, including collapse resulting from design error. The value insured shall cover 100% of the completed Contract cost and shall be maintained until full acceptance of the Work.

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

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

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

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

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

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

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

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

8.3.3 The policy or policies of insurance required by Section 8.2.4 (Workers' Compensation) shall be endorsed to provide the following:

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

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

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

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

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

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

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

9.0 CHANGE ORDERS

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

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

10.0 CERTIFICATIONS.

10.1 Certification of Contractor.

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

10.2 Debarment and Suspension Certification.

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

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

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past 3 years; and

- are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and
- have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

Contractor - Timothy L. Hall, President

(Date)

11.0 DEFAULT AND TERMINATION.

11.1 Default by Contractor.

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

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

11.2 City's Rights and Remedies Upon Default.

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

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

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

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

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

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

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

11.2.3 Monies. In the event of a termination or suspension of all or a portion of the Work due to a default by Contractor, City shall have the right, without releasing Contractor or its sureties from liability for failure to fulfill this Agreement, to withhold all or a portion of the monies owing or retained until final completion of the Work. Any cost over and above the Contract Price arising from the suspension of operations of this Agreement and the completion of the Work shall

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be paid by Contractor's sureties. Contractor will be paid any surplus monies remaining after all contract disputes have been resolved and finally determined.

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

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

11.2.6 Damages to City.

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

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

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

11.3 Suspension by City for Convenience. City may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time, as City may determine, with such period of suspension to be computed from the date of the written order. Without limitation to the foregoing, Contractor acknowledges that issuance of a suspension order by City due to circumstances relating to City's compliance with the California Environmental Quality Act is foreseeable and that such suspension order, regardless of its duration, shall not be considered a breach by City of this Agreement. Upon receipt of a suspension order, Contractor shall, at City's expense, comply with its terms and take all reasonable steps to

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minimize costs allocable to the Work covered by the suspension order during the period of work stoppage. Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by Contractor and City, City shall either cancel the suspension order or it shall have the right, without incurring a liability to Contractor for lost profits or consequential damages, to delete the Work covered by such suspension order by issuing a Change Order.

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

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

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

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

- .a** Immediately discontinue performance to the extent specified in the notice;
- .b** Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of its obligations as is not discontinued;
- .c** Provide to City a description, in writing no later than two (2) business days after receipt of the notice of termination, complete copies of all subcontracts, purchase orders and contracts that are outstanding, including any change orders, amendments and modifications thereto, status of payments and balance owing, the status of performance and claims by Trade Contractors, together with such other information as City may determine necessary in order to decide whether to accept assignment of, or request Contractor to terminate the subcontract, purchase order or contract;
- .d** Promptly assign to City those subcontracts, purchase orders or contracts, or portions thereof, that City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that City does not elect to accept by assignment; and
- .e** Thereafter continue only such performance as may be necessary

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to preserve and protect work already completed or in progress and to protect materials and equipment on the Site or in transit thereto.

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

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

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

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

11.5 Contractor's Rights and Remedies.

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

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

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

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

12.0 MISCELLANEOUS PROVISIONS.

12.1 Warranties. Contractor warrants and guarantees all equipment, materials, supplies and work furnished on the Project against defective construction or workmanship for a period of one (1) year following completion of the Project, except when a longer guaranty is provided by the supplier or manufacturer of the equipment. The Contractor warrants to the City that all materials and equipment furnished under this Contract will be new unless specified and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor expressly agrees to act as co-guarantor of such equipment and materials and the Contractor shall supply City with all warranty and guaranty documents relative to equipment and materials incorporated in the Work and guaranteed by their suppliers or manufacturers.

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

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

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

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

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

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

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

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

12.9 City's Quality Assurance Plan. The City shall evaluate Contractor's performance under this Contract. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the City determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the City. The report will include improvement/corrective action measures taken by the City and the Contractor. If improvement does not occur consistent with the corrective action measures, the City may terminate this Contract or seek other remedies as specified in this Contract.

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

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

12.12 Employees of Contractor. Worker's Compensation: Contractor understands and agrees that all persons furnishing services to the City pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of Contractor. Contractor shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the City under this Contract.

Professional Conduct: The City does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be

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construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Contractor will properly investigate all charges of harassment by residents, employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

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

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

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

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

12.17 Execution Authority. The person(s) executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said party is bound. The Contractor shall complete a W9 Form in the form provided by the City.

13.0 NOTICES.

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

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

City of Compton
205 South Willowbrook Avenue

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Compton, California 90220
Attn: Director, Parks and Recreation Department
(310) 605-5688
(310) 761-1402 – Fax

with copies to:

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

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

Civic Construction Associates
79 Daily Drive, Suite 171
Camarillo, California 93010
Attn: Timothy L. Hall
Phone: (805) 551-5211

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

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

CONTRACTOR

Dated: _____

By _____
Timothy L. Hall, President

CITY OF COMPTON
Recommended for Approval:

By _____
Marvin Hunt, Director
Parks and Recreation Department

Dated: _____

Approved by:

Construction Services Agreement – Civic Construction Associates
2019 South Park Improvement Project
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Dated: _____

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

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

April 23, 2019

TO: MAYOR AND COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ESTABLISH A
SUPPLEMENTAL PURCHASE ORDER FOR LOS ANGELES COUNTY
DEPARTMENT OF ANIMAL CARE AND CONTROL SERVICES FOR
THE REMAINDER OF FISCAL YEAR 2018-2019 (\$200,000)**

SUMMARY

Adoption of this resolution will authorize establishment of a supplemental purchase order in the amount of Two Hundred Thousand Dollars (\$200,000.00) for the Los Angeles County Department of Animal Care and Control to pay invoices billed for animal care and control services rendered for the remainder of Fiscal Year 2018-2019 (i.e. March 2019 through June 2019).

BACKGROUND

The City does not have the facilities, equipment, shelters, trained caretakers, veterinary personnel, etc. to handle animal care and control services; thus, for a number of years the City has contracted with the County of Los Angeles, Department of Animal Care and Control ("County") to provide these services.

Typical services provided by the County include, but are not limited to dead animal pick-up, capture, impoundment, care of stray animals, licensing and medical services. The City is billed monthly for housing services according to costs the County incurs, with the City receiving offsetting credits for licensing and impounding.

On July 22, 2014, the City Council adopted Resolution No. 24,880, which authorized a five (5) year services agreement with the County to provide animal control services for the City for the period of July 1, 2014 through June 30, 2019.

STATEMENT OF ISSUE

Based on billing projections, Council adopted Resolution No. 24,880 on November 13, 2018, authorizing the establishment of a purchase order in the amount of \$400,000.00 for the County for services to be rendered during Fiscal Year 2018-2019. However, the costs for services provided has exceeded the projections and it is necessary to request additional funding in the amount of \$200,000.00 to cover anticipated billing costs for the months of March 2019 through June 2019 and avoid penalties and late fees.

FISCAL IMPACT

Funds in the amount of \$200,000.00 are available in the Fiscal Year 2018-2019 Annual Budget in Account No. 1001-670-000-4269.

ALTERNATIVE

There is no alternative offered at this time. By law, the City must have some type of animal control services to protect the health and well-being of the City and its citizens.

RECOMMENDATION

Staff recommends that the attached Resolution be adopted by the City Council.

**ANTHONY WARD, CODE ENFORCEMENT MANAGER
COMPTON FIRE DEPARTMENT**

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

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ESTABLISH A SUPPLEMENTAL
PURCHASE ORDER FOR LOS ANGELES COUNTY DEPARTMENT OF
ANIMAL CARE AND CONTROL SERVICES FOR THE REMAINDER OF
FISCAL YEAR 2018-2019 (\$200,000)**

WHEREAS, the City of Compton does not have the facilities, equipment, shelters, trained caretakers, veterinary personnel, etc., to handle animal care and control services; thus, for a number of years the City has contracted with the County of Los Angeles Department of Animal Care and Control ("County") to provide these services; and

WHEREAS, said services are an on-going necessity to protect the health and well-being of the City and its citizens; and

WHEREAS, on July 22, 2014, the City Council adopted Resolution No. 23,995, which authorized a five (5) year services agreement with the County to provide animal control services for the City for the period of July 1, 2014 through June 30, 2019; and

WHEREAS, on November 13, 2018, the City Council adopted Resolution No. 24,880, which authorized the City Manager to establish a purchase order to pay for invoices billed to the city for fiscal year 2018-2019 in the amount of (\$400,000); and

WHEREAS, the City of Compton projected to receive billing from Los Angeles Animal Care and Control in amount of (\$400,000); and

WHEREAS, based on billing projections, Council adopted Resolution No. 24,880 on November 13, 2018, authorizing the establishment of a purchase order in the amount of \$400,000.00 for the County for services to be rendered during Fiscal Year 2018-2019; and

WHEREAS, the costs for services provided has exceeded the projections and it is necessary to request additional funding in the amount of \$200,000.00 to cover anticipated billing costs for the months of March 2019 through June 2019 and avoid penalties and late fees; and

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

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

SECTION 1. That the City Manager is hereby authorized to establish a supplemental purchase order for the Los Angeles County Department of Animal Care and Control in the amount of Two Hundred Thousand Dollars (\$200,000.00) for animal control services to be rendered to the City for the remainder of Fiscal Year 2018-2019 (i.e. March 2019 through June 2019).

SECTION 2. That funds in the amount of Two Hundred Thousand Dollars (\$200,000.00) are available in Fiscal Year 2018-2019 budget in Account No. 1001-670-000-4269.

SECTION 3. That the certificated copy of this Resolution shall be filed in the Offices of the City Clerk, City Manager, City Controller and Code Enforcement Division.

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, signed by the Mayor and attested to by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2019.

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

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

CITY CLERK OF THE CITY OF COMPTON

April 23, 2019

TO: 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 AN
AGREEMENT WITH FAST FORWARD CONCRETE CUTTING INC FOR
THE DEMOLITION OF STRUCTURES AT 501 AND 515 E. COMPTON
BLVD (\$209,660.00)**

SUMMARY

Adoption of this resolution will authorize the City Manager to accept the bid of Fast Forward Concrete Cutting Inc., establish a purchase order in an amount not to exceed One Hundred Ninety Thousand Six Hundred Dollars (\$190,600.00), and execute a contract for the demolition of a City owned building located at 515 E. Compton Blvd. in the City of Compton.

BACKGROUND

The City of Compton owns the property located at 515 E. Compton Boulevard. Currently, the building is no longer being used and has become victim to graffiti and homeless squatters. The building is in poor condition and is uninhabitable due to multiple fires this year.

The City's efforts to board up and protect the building have yielded little success. City security and Sheriff deputies have been called to evacuate squatters on multiple occasions. The building has been inspected by Compton Fire Department Staff and the Fire Chief has determined that at least 90% of the building has been burned leaving the structure uninhabitable. This location has become a public health and safety concern that must be mitigated. Staff believes that the only viable option left is to demolish the building.

STATEMENT OF ISSUE

Staff solicited bids for the demolition of 515 E. Compton Blvd. as well as Successor Agency 501 E. Compton Blvd., from three contractors specializing in the demolition of buildings. Three proposals were received and Fast Forward Concrete Cutting Inc. was the lowest responsible bidder. The proposals received are as follows:

CONTRACTOR

BID AMOUNT

Fast Forward Concrete Cutting Inc.	\$190,600.00
Progressive Land Clearing	\$335,785.00
National Demolition Contractors	\$306,675.00

Staff has reviewed the bids and has determined that Fast Forward Concrete Cutting Inc. was the lowest responsible bidder in the amount of \$190,600.00. The selected bid includes services for the demolition of Successor Agency owned building located at 501 E. Compton Blvd. Staff recommends that a 10% contingency (\$19,060.00) be added to the bid in order to offset any unforeseen circumstances that might arise.

Staff believes that the construction work for this project can be completed within approximately thirty (30) business days in a satisfactory manner for the amount proposed. Staff recommends that the City Council approve the proposed resolution and authorize the City Manager to execute a contract with Fast Forward Concrete Cutting Inc. and issue a purchase order in the amount not to exceed \$190,600.00.

ALTERNATIVE

None proposed.

FISCAL IMPACT

Funds for this expenditure in the amount of \$209,660 are available in the 2018-2019 Fiscal Year Budget in Successor Agency Low Cost Housing Fund Balance (Account No. 1202-910-000-4269) and will be used due to the fact that the City intends to sell this property for a low cost housing development.

RECOMMENDATION

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

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH FAST FORWARD CONCRETE CUTTING, INC. FOR
THE DEMOLITION OF STRUCTURES AT 515 E. COMPTON BLVD.
(\$209,660.00)**

WHEREAS, the City of Compton owns the property located at 515 E. Compton Blvd.; and

WHEREAS, this property is no longer in use, and has become victim to fire, graffiti and homeless encampments; and

WHEREAS, three (3) fires have occurred in 2019; and

WHEREAS, Compton Fire personnel has inspected the building and the Fire Chief has determined that at least 90% of the building has been burned leaving the structure uninhabitable; and

WHEREAS, staff believes that the only viable option to abate this property nuisance is to demolish the building.

WHEREAS, in 2019, the General Services Department has solicited bids jointly with the Successor Agency for the demolition of a City owned building located at 501 and 515 E. Compton Blvd.:

<u>Companies</u>	<u>Bid Amount</u>
Fast Forward Concrete Cutting Inc.	\$190,600.00
Progressive Land Clearing	\$335,785.00
National Demolition Contractors	\$306,675.00

WHEREAS, Staff reviewed the submitted bids and selected the bid of Fast Forward Concrete Cutting, Inc, as the most responsive bidder; and

WHEREAS, the selected bid includes services for the demolition of Successor Agency owned building located at 501 E. Compton Blvd and 515 E. Compton Blvd; and

WHEREAS, funds for this expenditure are available in the 2018-2019 Fiscal Year budget in Successor Agency Low Cost Housing Fund Balance and will be used due to the fact that the City intends to sell this property for a low cost housing development.

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

Section 1. That the bid for Fast Forward Concrete Cutting, Inc. in the amount of One Hundred Ninety Thousand Six Hundred Dollars (\$190,600.00) for the demolition of a City owned building located at 515 E. Compton Blvd. (including the cost of the Successor Agency building structure at 501 E. Compton Blvd.) is hereby accepted and all other bids are rejected.

Section 2. That the City Manager, on the advice of the City Attorney, is hereby authorized to enter into a contract with Fast Forward Concrete Cutting, Inc.

Section 3. That the City Manager is authorized to issue a purchase order to Fast Forward Concrete Cutting, Inc in the amount of \$190,600.00 with an additional 10% contingency for a total amount of \$19,060.00.

Section 4. That funds for these services are available in the Fiscal Year 2018-2019 Budget in Successor Agency Low Cost Housing Fund Balance and will be expensed from the following account:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
1202-910-000-4269	Other Contract Services	\$190,600.00
1202-910-000-4269	Other Contract Services	\$ 19,060.00

Section 5. 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 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

DEMOLITION

Date: February 5, 2019
Company: City of Compton
Address: 205 S. Willowbrook Ave.
City: Compton, CA 90220
Office Contact: Nebraska Jones
Office Telephone: 310-605-6302
Fax No. 310-764-2143
Nebraska's Cell No. 310-650-7420
Nebraska's Email: njones@comptoncity.org
Job Name: Structure Demolition
Abatement & Walk Through Barricades
Address: 501 - 515 E. Compton Blvd.
City: Compton, CA 90220

WALK THROUGH BARRICADES

PRICE NO. 1

Provide walk through barricade systems on Compton Blvd. & Spring Ave.
30 Days

210 LF

PRICE NO. 1 TOTAL \$ 12,600.00

ABATEMENT

PRICE NO. 2

Provide abatement of designated materials ACM floor tile & mastic and
acoustical ceiling as noted in survey report provided by the City of
Compton.

1 LS

PRICE NO. 2 TOTAL \$ 18,500.00

STRUCTURE DEMOLITION

PRICE NO. 3

Remove 2 story reinforced concrete building. Slab & Footings to Remain
Remove 1 + 2 story URM Building. Slab & Footings to Remain
Remove 1 story metal & tin warehouse building. Slab & Footing to Remain

9,700 SF

9,300 SF

2,420 SF

PRICE NO. 3 TOTAL \$ 159,500.00

PAYMENT EVERY 30 DAYS

NO LAYOUT INCLUDED
ONE MOVE-ON INCLUDED -ADDITIONAL MOVE-ON \$ 1,500.00
NO TEMPORARY CONSTRUCTION FENCING, SIGNAGE OR BARRICADES
NO CUTTING, CAPPING OR REROUTING OF ANY UTILITIES
NO PATCHING, REPAIRING OR ALTERATION WORK
NO ENGINEERING, PLAN CHECK COSTS, PERMITS OR FEES INCLUDED
LABOR, EQUIPMENT & DISPOSAL INCLUDED IN THE ABOVE NOTED ITEMS
NO SHORING, BRACING, CRIBBING or UNDERPINNING WORK INCLUDED
NO MEP DEMO OR DISPOSAL INCLUDED
NO WORK ON OR AROUND HAZARDOUS MATERIALS INCLUDED
NO CUTTING OR CORING FOR ENGINEERED TRADES INCLUDED
CONCEALED CONDITIONS EXCLUDED
CUTTING/CORING of EXCESSIVE REINFORCING NOT INCLUDED
ELECTRICAL, GAS or WATER SHUTOFF NOT INCLUDED
NO EXCAVATION OR BACKFILL INCLUDED
PROPOSAL PRICES BASED ON LISTED DETAILS ONLY

Dan Abrams Mobile: 818-674-9857

2/5/19

FAST FORWARD CONCRETE CUTTING, Inc.

LICENSE # 592985

DATE



Asbestos Survey _____
AQMD Filing _____
Abated _____
Rev./Emergency _____
Permit _____
City Lic. _____
Dig Alert# _____
Insurance _____
Start Date _____
Fence _____
Height Insp. _____
Other _____

****PLEASE SIGN AND RETURN THIS COPY, ALONG WITH PROOF OF NO ASBESTOS, BEFORE DEMOLITION CAN BE SCHEDULED****

PROPOSAL AND CONTRACT #13143
PROGRESSIVE LAND CLEARING, A CORPORATION
dba THOMAS DEMOLITION
<http://thomasdemolition.com/>
1612 W. 134th Street
Gardena, CA 90249
310-532-0097 - 310-532-3368 FAX
STATE LICENSE #699083 A/C-21/C-61/D-12/D-63

DATE: February 6, 2019

CLIENT: City of Compton

ATTN: Van Wilson

ADDRESS: 205 S. Willowbrook Ave.
Compton, CA 90220

E-Mail: vwilson@comptoncity.org

PHONE: (310)605-5519

PROJECT:

ADDRESS: 501-509 E. Compton Blvd.
Compton, CA

CELL: (213)305-3160

THOMAS DEMOLITION AGREES TO FURNISH AND PROVIDE LABOR, MATERIALS, AND EQUIPMENT TO PERFORM AND COMPLETE IN A GOOD WORKMANLIKE MANNER THE FOLLOWING:

ABATEMENT:

1. Provide all labor and materials for the removal and disposal of Asbestos containing materials as follows:

- A. File required 10-day notification to governing Agencies including fees.
- B. Set up asbestos containment controls as required in designated areas and post proper signage.
- C. Removal of the following asbestos containing materials.
 - 600 sf. of 12x12 floor tile and mastic located in the 501 entrance, side stairwell and mezzanine.
 - 700 sf. of acoustic ceiling material located in the 501 entrance, side stairwell and mezzanine.
- D. Properly bag, label, manifest and dispose of all hazardous waste as required in an approved landfill.

"NO OTHER WORK IS PROPOSED NOR CONTEMPLATED AT THIS TIME"

2. Notes and Conditions:

- A. Project will commence upon receiving signed and mutual agreement by Client and Thomas Demolition.

SMALL BUSINESS CERTIFIED (SBE), LAUSD CERTIFIED, NATIONAL DEMOLITION ASSOCIATION

Email: john@thomasdemolition.com - www.thomasdemolition.com

ONCE TRIED, ALWAYS PREFERRED "THE PROFESSIONALS"

- B. Personal air monitoring to be provided by trained Thomas Demolition's personnel.
- C. Owner to supply electricity, parking and water for the duration of the project.
- D. All work to be performed during regular working hours Monday thru Friday unless otherwise stated in this proposal.
- E. All parties agree that Thomas Demolition shall have no liability to customers for damages sustained by the customer in excess of the contract price stated herein.
- F. Thomas Demolition is not responsible for minor paint and wall damage that may occur during the abatement procedure.
- G. Notifications to governing agencies, transportation, and disposal of waste to an approved landfill are included.
- H. This proposal is valid for (30) days and is based on completing the project in **one (1) move in**. If additional move-ins are required, they will be charged accordingly.
- I. This proposal is inclusive of general liability insurance in the amount of \$2,000,000.00 per occurrence.
- J. Price does not include Floats, leveling compounds and/or any other types of floor resurfacing materials.

3. STANDARD EXCLUSIONS:

Contaminated Soils, Protection, Removal, Replacement and Storage of Contents and/or Furniture. Protection of Non-Work areas, Site Security, Paint Preparations or Wet Sanding. Lead removal of any kind. UNION LABOR AGREEMENTS AND/OR CONTRIBUTIONS. Third Party oversight is not part of this Proposal/Contract. Utility disconnects, Project Layout, Lockout/Tag outs, Pedestrian barricades and/or scaffolding.

ABATEMENT LUMP SUM: \$ 13,950

DEMOLITION:

1. Remove approximately 30' tall (2) story structure with roof completely burned away.
2. Remove wood and steel framed stucco building to existing slab.
3. Slab, footings remain.
4. Asphalt and concrete parking area remain.
5. Due to side walls of 2nd story has no roof support, N. Spring Street and sidewalks will need to be temporary closed by others during demolition operation.
6. Electrical wires to city street lights may have to be temporarily disconnected during 2nd floor demolition operations. By others. Wires and poles are close to building for safety reasons.
7. Remove rear (1) story building to slab approximately 25' x 120'.
8. Haul debris off site.
9. Broom clean work area.
10. Price based on Prevailing Wages.

DEMOLITION LUMP SUM: \$ 121,400

GRAND LUMP SUM: \$ 135,350

Price based on one move.

TERMS: \$ 1,000.00 at signing, 10% at commencement, balance at completion.

EXCLUSIONS: PERMITS; S.C.A.Q.M.D. 1403 FORM FEES; CITY FEES; HAZARDOUS WASTE; UTILITY ABANDONMENT; SHORING; BRACING; PERIMETER PROPERTY LINE WALLS/FENCES; WATER (FOR DUST

CONTROL); SIDEWALK CANOPY; FENCING; UNFORESEEN; DAMAGE TO CITY SIDEWALK, ASPHALT, CURB & GUTTER; DAMAGE TO FIRE SPRINKLER SYSTEM; DAMAGE TO EXISTING ELECTRICAL PLUMBING SYSTEM; DAMAGE TO SECURITY/ALARM/ FIRE ALARM SYSTEMS; DAMAGE TO PHONE/FIBER OPTIC/CABLE LINE SYSTEMS; EROSION CONTROL; NO PARKING SIGNS 7:00 AM TO 4:00 PM; WATER METER; CITY RECYCLING DEPOSITS AND FEES; WATER METER FEES; AFTER HOURS SECURITY; DAMAGE, REPAIRS, REPLACEMENT OF CITY LIGHT POLES UTILITY LINES AND UTILITY POLES.

CONTRACT WILL BE VOIDED IF ALTERED WITHOUT PERMISSION FROM THOMAS DEMOLITION.

OWNER INDEMNIFIES AND AGREES TO DEFEND THOMAS DEMOLITION, SHOULD ANY CLAIMS BE MADE BY THIRD PARTIES. BASED ON WORK PERFORMED BY THOMAS DEMOLITION. NOT RESPONSIBLE FOR SIDEWALK OR CURB BROKEN BEFORE, DURING OR AFTER OPERATIONS, DAMAGE TO UNDERGROUND UTILITIES, WATER OR GAS, CABLE OR OIL LINES.

PRICE BASED ON DIESEL FUEL AT \$4.25 PER GALLON, PRICE BASED ON DUMPSITE OPEN & NO PRICE INCREASE OF DUMP FEE PRIOR TO START OF WORK, PRICE OF BID WILL CHANGE IF FUEL PRICE EXCEEDS \$4.25 PER GALLON AND DUMP SITES ARE CLOSED.

ANY UNFORSEEN CHANGES OR EXTRAS IN ADDITION TO CONTRACT WILL BE BILLED AT TIME AND MATERIAL PLUS 25%.

ALL SALVAGE TO BECOME PROPERTY OF THOMAS DEMOLITION. THE OWNER HEREBY AGREES THAT HE WILL NOT REMOVE OR ALLOW ANY OTHERS TO REMOVE FROM THE PROPERTY FIXTURES, FITTINGS, ELECTRICAL, WIRE, CONDUIT, COPPER PLUMBING, AND ANY AND ALL OTHER ARTICLES AFFIXED TO THE PROPERTY FROM THE DATE THE CONTRACTOR'S BID FOR THE WORK HAS BEEN SUBMITTED (IT BEING SPECIFICALLY UNDERSTOOD THAT THE CONTRACTOR SUBMITTED HIS BID BASED UPON THE PROPERTY AS IT EXISTED AT THE TIME THAT THE BID WAS MADE).

FOR DUST CONTROL PURPOSES, OWNERS ARE REQUIRED TO PROVIDE WATER SERVICES UNTIL AFTER DEMOLITION.

IN THE EVENT THAT IT BECOMES NECESSARY TO INSTITUTE A SUIT OR TO EMPLOY AN ATTORNEY TO ENFORCE ANY PROVISION UNDER THIS AGREEMENT OR ANY MODIFICATION THEREOF, THE PREVAILING PARTY SHALL RECEIVE PAYMENT FOR COURT COSTS AND ATTORNEY'S FEES.

WE REQUIRE THE FOLLOWING INFORMATION PRIOR TO SCHEDULING:

- SIGNED CONTRACT
- COPY OF ASBESTOS INSPECTION REPORT AND ASBESTOS ABATEMENT COMPLETION BY CERTIFIED COMPANIES
- APPROXIMATE SQUARE FOOTAGE AND AGE OF STRUCTURE
- PROPERTY OWNER'S NAME, ADDRESS, ZIP AND PHONE NUMBER
- DEMOLITION AND SEWER PERMITS TO BE OBTAINED BY OTHERS PRIOR TO DEMOLITION

(CONTRACTOR'S LICENSE LAW – SECTION 7019) UNDER THE MECHANIC'S LIEN LAW, ANY CONTRACTOR, SUBCONTRACTOR, LABORER, SUPPLIER, OR OTHER PERSON WHO HELPS TO IMPROVE YOUR PROPERTY BUT IS NOT PAID FOR HIS WORK OR SUPPLIES HAS THE RIGHT TO ENFORCE A CLAIM AGAINST YOUR PROPERTY. THIS MEANS THAT AFTER A COURT HEARING, YOUR PROPERTY COULD BE SOLD BY A COURT OFFICER AND THE PROCEEDS OF THE SALE BE USED TO SATISFY THE INDEBTEDNESS. THIS CAN HAPPEN EVEN IF YOU HAVE PAID YOUR OWN CONTRACTOR IN FULL, IF THE SUBCONTRACTOR, LABORER, OR SUPPLIER REMAINS UNPAID.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR OF THE BOARD WHOSE ADDRESS IS:

CONTRACTORS STATE LICENSE BOARD, 9835 GOETHE ROAD, P.O. BOX 26000, SACRAMENTO, CA 95826

1½% PER MONTH SERVICE CHARGE ON DELINQUENT ACCOUNTS OVER THIRTY DAYS.
ALL CREDIT CARD TRANSACTIONS ARE SUBJECT TO A 4% TRANSACTION FEE.

THIS PROPOSAL IS VOID IF NOT ACCEPTED WITHIN **30** DAYS.

Respectfully submitted,

ACCEPTED BY: _____

Cecil W. Rhambo, Jr.
City Manager

John W. Thomas, President
PROGRESSIVE LAND CLEARING, A CORPORATION
dba THOMAS DEMOLITION

APPROVED AS TO FORM: _____

Craig J. Cornwell
City Attorney

ATTEST: _____

Alita Godwin, CMC
City Clerk

Date: _____

*THOMAS DEMOLITION IS COVERED BY ONE MILLION DOLLARS GENERAL LIABILITY INSURANCE,
ONE MILLION DOLLARS WORKERS' COMP INSURANCE, AND ONE MILLION DOLLARS AUTO INSURANCE.*



Asbestos Survey _____
AQMD Filing _____
Abated _____
Rev./Emergency _____
Permit _____
City Lic. _____
Dig Alert# _____
Insurance _____
Start Date _____
Fence _____
Height Insp. _____
Other _____

****PLEASE SIGN AND RETURN THIS COPY, ALONG WITH PROOF OF NO ASBESTOS, BEFORE DEMOLITION CAN BE SCHEDULED****

PROPOSAL AND CONTRACT #13144
PROGRESSIVE LAND CLEARING, A CORPORATION
dba THOMAS DEMOLITION
<http://thomasdemolition.com/>
1612 W. 134th Street
Gardena, CA 90249
310-532-0097 - 310-532-3368 FAX
STATE LICENSE #699083 A/C-21/C-61/D-12/D-63

DATE: February 6, 2019

CLIENT: City of Compton

ATTN: Van Wilson

ADDRESS: 205 S. Willowbrook Ave.
Compton, CA 90220

E-Mail: vwilson@comptoncity.org

PHONE: (310)605-5519

PROJECT:

ADDRESS: 515 E. Compton Blvd.
Compton, CA

CELL: (213)305-3160

THOMAS DEMOLITION AGREES TO FURNISH AND PROVIDE LABOR, MATERIALS, AND EQUIPMENT TO PERFORM AND COMPLETE IN A GOOD WORKMANLIKE MANNER THE FOLLOWING:

ABATEMENT:

1. Provide all labor and materials for the removal and disposal of Asbestos containing materials as follows:

- A. File required 10-day notification to governing Agencies including fees.
- B. Set up asbestos containment controls as required in designated areas and post proper signage.
- C. Removal of the following asbestos containing materials.
 - **3,000 sf. of 9x9 floor tile and mastic located on the 2nd floor south center and north center.**
 - **400 sf. of roof penetration mastic located on the roof only.**
- D. Properly bag, label, manifest and dispose of all hazardous waste as required in an approved landfill.

"NO OTHER WORK IS PROPOSED NOR CONTEMPLATED AT THIS TIME"

2. Notes and Conditions:

- A. Project will commence upon receiving signed and mutual agreement by Client and Thomas Demolition.

SMALL BUSINESS CERTIFIED (SBE), LAUSD CERTIFIED, NATIONAL DEMOLITION ASSOCIATION

Email: john@thomasdemolition.com - www.thomasdemolition.com

ONCE TRIED, ALWAYS PREFERRED "THE PROFESSIONALS"

- B. Personal air monitoring to be provided by trained Thomas Demolition's personnel.
- C. Owner to supply electricity, parking and water for the duration of the project.
- D. All work to be performed during regular working hours Monday thru Friday unless otherwise stated in this proposal.
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- G. Notifications to governing agencies, transportation, and disposal of waste to an approved landfill are included.
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- I. This proposal is inclusive of general liability insurance in the amount of \$2,000,000.00 per occurrence.
- J. Price does not include Floats, leveling compounds and/or any other types of floor resurfacing materials.

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ABATEMENT LUMP SUM: \$ 29,950

DEMOLITION:

- 1. Remove 1-2 story red brick reinforced building.
- 2. Remove red brick walls 15" thick up to 30' tall.
- 3. Remove 2nd floor concrete reinforced sub floor.
- 4. Remove building to existing slab.
- 5. Footing and slabs remain.
- 6. Haul debris off site.
- 7. Broom clean work area.
- 8. Price based on Prevailing Wage

DEMOLITION LUMP SUM: \$ 170,485

GRAND LUMP SUM: \$ 200,435

Price based on one move.

TERMS: \$ 1,000.00 at signing, 10% at commencement, balance at completion.

EXCLUSIONS: PERMITS; S.C.A.Q.M.D. 1403 FORM FEES; CITY FEES; HAZARDOUS WASTE; UTILITY ABANDONMENT; SHORING; BRACING; BASEMENTS; BURIED DEBRIS; WATER (FOR DUST CONTROL); PORTABLE TOILET; SIDEWALK CANOPY; FENCING; UNFORESEEN; PAYMENT RETENTION; DAMAGE TO EXISTING DRAINAGE SYSTEM; DAMAGE TO ASPHALT/CONCRETE; DAMAGE TO CITY SIDEWALK, ASPHALT, CURB & GUTTER; DAMAGE TO FIRE SPRINKLER SYSTEM; DAMAGE TO EXISTING ELECTRICAL PLUMBING SYSTEM; DAMAGE TO SECURITY/ALARM/ FIRE ALARM SYSTEMS; DAMAGE TO PHONE/FIBER OPTIC/CABLE LINE SYSTEMS; EROSION CONTROL; CITY RECYCLING DEPOSITS AND FEES; WATER METER FEES; AFTER

HOURS SECURITY; SLAB, FOOTING, ASPHALT CONCRETE REMOVAL.

CONTRACT WILL BE VOIDED IF ALTERED WITHOUT PERMISSION FROM THOMAS DEMOLITION.

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CONTRACTORS STATE LICENSE BOARD, 9835 GOETHE ROAD, P.O. BOX 26000, SACRAMENTO, CA 95826

1½% PER MONTH SERVICE CHARGE ON DELINQUENT ACCOUNTS OVER THIRTY DAYS.
ALL CREDIT CARD TRANSACTIONS ARE SUBJECT TO A 4% TRANSACTION FEE.

THIS PROPOSAL IS VOID IF NOT ACCEPTED WITHIN **10** DAYS.

Respectfully submitted,

ACCEPTED BY: _____

Cecil W. Rhambo, Jr.
City Manager

John W. Thomas, President
PROGRESSIVE LAND CLEARING, A CORPORATION
dba THOMAS DEMOLITION

APPROVED AS TO FORM: _____

Craig J. Cornwell
City Attorney

ATTEST: _____

Alita Godwin, CMC
City Clerk

Date: _____

*THOMAS DEMOLITION IS COVERED BY ONE MILLION DOLLARS GENERAL LIABILITY INSURANCE,
ONE MILLION DOLLARS WORKERS' COMP INSURANCE, AND ONE MILLION DOLLARS AUTO INSURANCE.*

NATIONAL

Demolition Contractors

License #765851

February 05, 2019

Proposal -NDC 2290 - 19

SUBMITTED TO:

City of Compton
Dept. of Public Works

JOB ADDRESS:

501 and 515 E Compton Blvd.
Compton, CA

Attn: Nebraska Jones

RE: Abatement and demolition

Dear Sir

National Demolition Contractor is pleased to submit a cost proposal for abatement of asbestos containing materials and Demolition of two (2) buildings ; Building #1 located at 501 E Compton Blvd and building 2 located at 515 E Compton Blvd.

PRICING:

Abatement of asbestos and universal waste-----	\$27,700.00
Demolition and site clearing-----	\$278,975.00

CONTRACT DOCUMENTS:

1. Hazardous material surveys one (1) each for 501505,509 E Compton Blvd and one (1) each for 515 E Compton Blvd

SCOPE OF WORK

1. Abatement of asbestos containing materials per surveys, abate universal waste
2. Demolish 2 story wood frame and stucco building in its entirety at 501 E Compton Blvd
3. Demolish one and two story brick building in its entirety at 515 E Compton Blvd\
4. Demolish one metal shed building in its entirety at rear portion of adjoined parcel
5. Remove existing asphalt paving

CONDITIONS /ASSMPTIONS

This proposal and its listed clarifications, conditions, assumptions, and exclusions will be included as part of any mutually agreed upon contract generated from the offer.

- Costs include one (1) mobilization/ for asbestos abatement and one (1) mobilization for demolition after asbestos containing materials have been removed and clearance has be provided
- Cost for abatement includes AQMD notifications for asbestos abatement and OSHA notification for abatement of asbestos materials; cost for demolition include AQMD 1403 notification for abatement, all other permits and fees are excluded and presumed to be at no cost
- Owner to provide water and power for abatement of hazardous material; negative air machines may need to run 24 hours around the clock prior to clearance
- Abatement at 515 Compton Blvd includes 3000 SF of 9'x9' floor tile and 400 sf of roof penetration mastic; abatement at 501-505-509 Compton Blvd. includes 600 sf of 12' x12" floor tile, 600 sf of floor mastic associated with floor tile and 700 sf of acoustic ceiling spray (any mastic on wood substrate that requires complete removal of wood substrate will be additional charge.

NATIONAL

Demolition Contractors

License #765851

- Costs include materials, equipment, certified asbestos workers, and certified abatement supervision
- Cost for abatement include engineering controls all general health and safety requirements and personnel air monitoring as mandated by OSHA
- Asbestos debris will be properly disposed of at a regulated facility permitted to receive asbestos
- Assumes owner will provide final visual clearance prior to demolition
- Install sidewalk canopy at Spring street and at Compton Blvd. prior to demolition of building, cost does not include permits for canopy.
- Demolish above grade buildings structure from highest point down starting with complete demolition of brick building first, segregate waste streams, dispose or recycle debris
- Demolish slab on grade, demolish building footings and pads, dispose or recycle debris; assumes building have no basements
- Assumes removal of sub grade utilities in building foot print only, locate excavate and cap a total of 2 sewer laterals back fill and compact excavation after inspection. Does not include removal of subgrade Transite pipe
- Demo and remove existing asphalt paving, dispose or recycle as required
- Rough grade site to existing contours
- Work to be performed is based on Union wage rates at regular working hours
- All perimeter fencing if required to enclose the site is to be provided by others
- If SWPPP BMP.S are required at perimeter of site to control run-off there will be an additional charge at time and materials
- Remove sidewalk canopy at completion of building demo
- NDC will need power hook ups at each work area provided by others

EXCLUSIONS:

- All permit and regulatory fees are excluded unless noted otherwise in this proposal
- Providing electrical and water source is excluded
- All other demo or abatement work is excluded
- Inspection or testing for hazardous materials, universal waste, sampling of water, soil or other material is excluded
- All new construction, cutting, drilling; patch back, replacement of removed items or repair of existing facilities is excluded
- Re-routing of any utilities is excluded and assumed to be provided by others
- Costs exclude exhaust vents to building exterior
- Excludes Barricades, security measures or warning lines to secure perimeter Delays beyond our control are excluded
- Removal, storage or relocating items to be salvaged by the owner is excluded

INSURANCE / BONDING / LICENSE:

Our proposal includes occurrence-type General/Pollution Liability coverage (including coverage for asbestos and lead) with limits of \$10 million per occurrence and \$10 million per project aggregate. All policies are written by Insurance Company's which are and are Best Rated A XV or greater. Also included are statutory limits for Worker's Compensation and \$1 million Employer's Liability.

NDC is a certified remediation and demolition contractor, License# 765851, DOSH# 828.

Upon commencement of work, this proposal shall become a binding contract between both parties unless or until superseded by a formal, mutually agreed upon contract, at which time this proposal shall become a part of the new contract document.

Standard Terms: All salvage rights are ours. Only one (1) equipment mobilization has been included in this estimate. This proposal is valid for 30 days

Page 2 of 2

NATIONAL

Demolition Contractors

License #765851

from above date. Upon acceptance of this proposal a mutually acceptable contract must be executed by both parties prior to start of work. Please see contract for complete terms, conditions, exclusions and payment schedule.

Submitted By:

Accepted By:



National Demolition Contractors / DARRELL MARTIN: Estimator

Owner's Authorized Representative

State law requires anyone who contracts to do construction work to be licensed by the Contractors State License Board in the category in which the contractor is going to be working-if the total price of the job is \$500.00 or more (including labor and materials). Any questions concerning the contractor may be referred to the Registrar, Contractors State License Board, and Post Office Box 26000, Sacramento, California, 95826.

April 23, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH CLEANSTREET FOR STREET CLEANING
SERVICES ON AN URGENT NEED BASIS**

SUMMARY

The City Council will consider extending the services of CleanStreet for street cleaning services beginning January 1, 2019 to June 30, 2019 while the City selects a permanent multi-year street sweeping vendor through a Request for Proposal (RFP) process.

BACKGROUND

Currently, the City of Compton is utilizing CleanStreet to assist in keeping the City of Compton streets clean, free of debris and to aid in the City's compliance with the National Pollutant Discharge Elimination System (NPDES) federal and state requirements.

CleanStreet's contract term expired on December 31, 2018. Staff has conducted a RFP to select a multi-year vendor for street sweeping services beginning in the Fiscal Year 2019-2020 fiscal year.

STATEMENT OF ISSUE

The City will need to approve an interim agreement with a street sweeper vendor to avoid an interruption of services during the time (January 1, 2019 – June 30, 2019) that staff is conducting a RFP for street sweeping services. A selection of the RFP's successful vendor is scheduled to be made by City Council for services to begin on July 1, 2019. It is staff's opinion that avoiding an interruption of street sweeping services is in the best interest of the City and proposes a six month agreement with CleanStreet on an urgent interim basis at the same payment level as our current service.

ALTERNATIVE

None presented.

FISCAL IMPACT

The cost of street sweeping services for six months is an amount not-to-exceed \$170,000. Funds are allocated in the Public Works Department 2018-2019 Fiscal Year budget in Account No. 2502-720-000-4269.

RECOMMENDATION

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

CRAIG J. CORNWELL
CITY ATTORNEY

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT
WITH CLEANSTREET FOR STREET CLEANING SERVICES ON AN URGENT
NEED BASIS**

WHEREAS, the City of Compton has historically contracted with a street sweeping company, CleanStreet to assist in keeping the City of Compton streets clean, free of debris and to aid in the City's compliance with the National Pollutant Discharge Elimination System (NPDES) federal and state requirements; and

WHEREAS, street sweeping extends asphalt life, removes pollutants from curbs preventing leaves and debris from clogging storm drains and sewers and provides the community with clean and aesthetically pleasing appearance; and

WHEREAS, staff has requested to re-advertise for a RFP to select a multi-year vendor for street sweeping services beginning in the Fiscal Year 2019-2020 fiscal year; and

WHEREAS, an interruption of street sweeping services may negatively impact the health, safety and welfare of the City and the City's ability to meet the National Pollution Discharge Elimination System Standards; and

WHEREAS, the City's current street sweeping vendor, CleanStreet, contract expired on December 31, 2018; and

WHEREAS, CleanStreet is the City of Compton's current vendor for street sweeping services and is willing to continue providing services on the same payment basis through June 30, 2019.

WHEREAS, the City will need to approve an interim agreement with a street sweeper vendor to avoid an interruption of services while the City is selecting and preparing for a company to begin street sweeping services on a permanent basis through a RFP process; and

WHEREAS, avoiding an interruption of street sweeping services is in the best interest of the City and proposes a six-month agreement with CleanStreet on an urgent interim basis at the same payment level as our current service.

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

Section 1. That the City Manager is hereby authorized to enter into, upon the advice of the City Attorney, an agreement for street sweeping services with CleanStreet for a term beginning January 1, 2019 through June 30, 2019 on an urgent need basis.

Section 2. That the funds for this expenditure is allocated in the Public Works Department's 2018-2019 Fiscal Year budget for an amount not-to exceed \$170,000 in Account No. 2502-720-000-4269.

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

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

CITY CLERK OF THE CITY OF COMPTON

April 16, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: CECIL W. RHAMBO, JR., CITY MANAGER
WENDELL E. JOHNSON, P.E., DIRECTOR of PUBLIC WORKS**

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR STREET SWEEPING SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER WITH ANY OF THE THREE BIDDERS: 1) CLEANSTREET FOR CITYWIDE STREET SWEEPING SERVICES (\$2,093,278.80); OR 2) NATIONWIDE ENVIRONMENTAL SERVICES FOR CITYWIDE STREET SWEEPING SERVICES (\$3,335,845.08); OR 3) R.F. DICKSON COMPANY, INC. FOR CITYWIDE STREET SWEEPING SERVICES (\$3,374,936.52).

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a three (3) year street sweeping services agreement and issue a purchase order with any of the three (3) bidders: CleanStreet, Nationwide Environmental Services or R.F. Dickson, Inc. Depending on the bidder selected, the amount of the annual cost for street sweeping services will be:

- 1) **\$ 697,759.60** per year to CleanStreet for full-time citywide street sweeping services; or
- 2) **\$1,111,948.36** per year to Nationwide Environmental Services for full-time citywide street sweeping services; or
- 3) **\$1,124,978.84** per year to R.F. Dickson Company, Inc. for full-time citywide street sweeping services.

The City Council may select one of the three street sweeping bidders or select to re-bid the street sweeping contract.

BACKGROUND

Street Sweeping is a necessary part of any street maintenance activity helping to meet the National Pollution Discharge Elimination System standards set by Federal and State Laws. Street Sweeping extends asphalt life, removes pollutants from curbs preventing leaves and debris from clogging storm drains and sewers. Effective street sweeping provides the community with clean and aesthetically pleasing appearance.

The street sweeping services will include: sweeping services on designated arterial (major), collector, commercial, residential and industrial streets; alleys; cul-de-sacs; street centerlines and traffic signal island curbs; street crossings and gutters; and city-owned

parking lots and additional sweeping services including emergency call-outs, extraordinary weather, special events and non-routine sweeping.

On November 21, 2018, staff solicited Requests for Proposals (RFPs) for street sweeping services from qualified street sweeping companies. Public Notices announcing the Bid opportunity were published on November 21 and November 28, 2018 in the Compton Bulletin. The City proposes to enter into an agreement for a three (3) year term.

BID ANALYSIS

On December 6, 2018, City staff received three (3) proposals from qualified street sweeping companies as follows:

<u>Company</u>	<u>Location</u>	<u>Amount</u>
CleanStreet	Gardena, CA	\$ 697,759.60/yr.
Nationwide Environmental Services	Norwalk, CA	\$1,111,948.36/yr.
R.F. Dickson Company, Inc.	Downey, CA	\$1,124,978.84/yr.

All participating firms are qualified to perform street sweeping services for the City of Compton. All participating firms' vehicles and equipment will comply with State and Federal EPA and NPDES compliance mandates as well as SCAQMD Rule 1186 and 1186.1.

CleanStreet is a family-owned business with experience cleaning city streets since 1973 and is currently providing street sweeping services to approximately 50 municipalities within the State of California employing 165 employees. CleanStreet's company policy allows them to assign street sweeping operators to a city on a permanent basis. CleanStreet has provided street sweeping services to the City of Compton since 2006.

Nationwide Environmental Services (NES) has provided street sweeping services to over 40 municipalities in the Southern California region since 1968. Nationwide Environmental Services indicates that it is the only company to have its own in-house alternative fueling (CNG) station.

R.F. Dickson Company, Inc., (RFD) is a fourth generation, family-owned street sweeping company, providing street sweeping to the Southern California region since 1950.

City staff undertook a review of all proposals. The proposal submitted by CleanStreet is the lowest cost bid. Please see the attached Street Sweeping Request for Proposal Analysis for a breakdown of costs. The terms of the agreement will begin on July 1, 2019 and end on June 30, 2022. Both Nationwide Environmental Services and R.F. Dickson's bid proposals are also responsive to the City's RFP for street sweeping services.

STATEMENT OF THE ISSUE

The City Manager needs to enter into a three (3) year agreement with a street sweeping vendor for the provision of citywide street sweeping services from July 1, 2019- December 31, 2022, City Council authorization is necessary. The City's current street sweeping contract expiration is December 31, 2018.

FISCAL IMPACT

A base cost appropriation of \$697,759.60 per year will be available in the Public Works Department 2019-22 Fiscal Year Budgets in Account No. 2502-720-000-4269. The determination of "Base Cost" is a result of considering historical allocations for street sweeping services. The lowest cost bid proposal is within the general perimeters of the amount of costs historically allocated against the Lighting & Landscape Fund. This appropriation limit from the Lighting and Landscape Fund is due to other expenses against the fund that are reoccurring. The base cost is all the Lighting & Landscape Fund can afford to allocate for street sweeping services.

BIDDER	ANNUAL COST	3-YEAR COST	FUNDING	COMMENTS
OPTION #1: CleanStreet	\$ 697,759.60 (Base Cost)	\$2,093,278.80 (Base Cost)	Light/Landscape	Base cost is available in Lighting/Landscape Fund annually under all three options. No extra cost to General Fund.
OPTION #2: Nationwide Environmental Services	\$ 1,111,948.36 \$414,188.76 <i>above Base Cost.</i>	\$3,335,845.08 \$1,242,566.28 <i>above Base Cost.</i>	Light/Landscape & General Fund	Base cost plus requires annual General Fund appropriation of: \$ 414,188.76
OPTION #3: R.F. Dickson Company	\$ 1,124,978.84 \$427,219.24 <i>above Base Cost.</i>	\$3,374,936.52 \$1,281,657.72 <i>above Base Cost.</i>	Light/Landscape & General Fund	Base cost plus requires annual General Fund appropriation of: \$ 427,219.24

Should City Council elect to award the street sweeping services contract under a higher cost option, the City Council will need to appropriate General Funds for the difference

among the base cost of Option 1, and the selected cost of Option 2 or Option 3. The City Manager cannot recommend appropriating additional expenses from the Lighting & Landscaping Fund to street sweeping as presently organized due to the obligations already obligated under this fund.

The base cost of a three-year street sweeping services contract under Option Number One (Clean Sweep) is **\$ 2,093,278.80**. Option Number Two (Nationwide Environmental Services) requires an additional appropriation from the General Fund of **\$414,188.76** annually at a three-year contract cost above the base cost of **\$1,242,566.28**. The total three-year cost of Option Number Two is **\$3,335,845.08**. Option Number Three (R.F. Dickson) requires an additional appropriation from the General Fund of **\$427,219.24** annually at a three-year contract cost above the base cost of **\$1,281,657.72**. The total three-year cost of Option Number Three is **\$3,374,936.52**

ALTERNATIVES

City staff recommends that City Council make a selection from the following alternatives:

Alternative #1 – City Council may approve Option Number 1 (CleanStreet), or Option Number 2 (Nationwide Environmental Services), or Option Number 3 (R.F. Dickson) for a three-year street sweeping services contract.

Alternative #2 – City Council may reject all bids, direct City staff to re-bid the street sweeping services.

The City will be unable to provide current levels of street sweeping services for Compton residents and stay in compliance with its National Pollution Discharge Elimination System (NPDES) permit without choosing one of the alternatives above.

RECOMMENDATION

Staff recommends the selection of Option 1, Option 2 or Option 3 by the adoption of one of the three attached Resolutions.

**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 THREE (3) YEAR
STREET SWEEPING SERVICES AGREEMENT AND ISSUE A PURCHASE
ORDER WITH CLEANSTREET FOR CITY-WIDE STREET SWEEPING
SERVICES (\$2,093,278.80).**

WHEREAS, street sweeping is a necessary part of any street maintenance activity helping to meet the National Pollution Discharge Elimination System standards set by Federal and State Laws; and

WHEREAS, street sweeping extends asphalt life, removes pollutants from curbs preventing leaves and debris from clogging storm drains and sewers and provides the community with clean and aesthetically pleasing appearance; and

WHEREAS, the street sweeping services to be provided will include: sweeping services on designated arterial (major), collector, commercial, residential and industrial streets; alleys; cul-de-sacs; street centerlines and traffic signal island curbs; street crossings and gutters; and city-owned parking lots and additional sweeping services including emergency call-outs, extraordinary weather, special events and non-routine sweeping; and

WHEREAS, staff solicited Requests For Proposals (RFPs) for street sweeping services from qualified street sweeping companies on November 21 and November 28, 2018 in the Compton Bulletin; and

WHEREAS, the City proposes to enter into an agreement for a three (3) year term; and

WHEREAS, on December 6, 2018, City staff received a total of three (3) proposals from qualified street sweeping companies as follows:

<u>Company</u>	<u>Location</u>	<u>Amount</u>
CleanStreet	Gardena, CA	\$ 697,759.60/yr.
Nationwide Environmental Services	Norwalk, CA	\$1,111,948.36/yr.
R.F. Dickson Company, Inc.	Downey, CA	\$1,124,978.84/yr.; and

WHEREAS, all submitted proposals were reviewed by City staff; and

WHEREAS, all participating firms are qualified to perform street sweeping services for the City of Compton; and

WHEREAS, all participating firms' vehicles and equipment will comply with State and Federal EPA and NPDES compliance mandates as well as SCAQMD Rule 1186 and 1186.1; and

WHEREAS, CleanStreet is a family-owned business and has been cleaning city streets since 1973 and is currently providing street sweeping services to approximately 50 municipalities within the State of California employing 165 employees; and

WHEREAS, CleanStreet has a company policy that allows them to assign street sweeping operators to a city on a permanent basis and has provided street sweeping services to the City of Compton since 2006; and

WHEREAS, the terms of the agreement will begin on July 1, 2019 and end on June 30, 2022; and

WHEREAS, funds in the amount of \$697,759.60 per year will be available in the Public Works Department 2019-2020 fiscal year budget in Account No. 2502-720-000-4269 and funding for the remaining 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, on the advice and approval of the City Attorney, is hereby authorized to enter into a three (3) year agreement with CleanStreet in the amount of **six hundred ninety-seven thousand seven hundred fifty-nine dollars and sixty cents (\$697,759.60)** per year for citywide street sweeping services.

SECTION 2. That the City Council hereby authorizes a three year term for citywide street sweeping services with CleanStreet at a cost not-to-exceed **two million ninety three thousand two hundred seventy eight dollars and eighty cents (\$2,093,278.80)** for Fiscal Years 2019-20, 2020-21 and 2021-2022.

SECTION 3. That the terms of the agreement will begin on July 1, 2019 and end on June 30, 2022.

SECTION 4. That funds in the amount of **six hundred ninety seven thousand seven hundred fifty nine dollars and sixty cents (\$697,759.60)** per year will be available in future year budgets allocated from account number **2502-720-000-4269** Lighting and Landscape Fund.

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

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

ADOPTED this ____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE YEAR (3)
STREET SWEEPING SERVICES AGREEMENT AND ISSUE A PURCHASE
ORDER WITH NATIONWIDE ENVIRONMENTAL SERVICES FOR CITY-
WIDE STREET SWEEPING SERVICES (\$3,335,845.08)**

WHEREAS, street sweeping is a necessary part of any street maintenance activity helping to meet the National Pollution Discharge Elimination System standards set by Federal and State Laws; and

WHEREAS, street sweeping extends asphalt life, removes pollutants from curbs preventing leaves and debris from clogging storm drains and sewers and provides the community with clean and aesthetically pleasing appearance; and

WHEREAS, the street sweeping services to be provided will include: sweeping services on designated arterial (major), collector, commercial, residential and industrial streets; alleys; cul-de-sacs; street centerlines and traffic signal island curbs; street crossings and gutters; and city-owned parking lots and additional sweeping services including emergency call-outs, extraordinary weather, special events and non-routine sweeping; and

WHEREAS, on November 21, 2018, staff solicited Requests For Proposals (RFPs) for street sweeping services from qualified street sweeping companies on November 21 and November 28, 2018 in the Compton Bulletin; and

WHEREAS, the City proposes to enter into an agreement for a three (3) year term; and

WHEREAS, on December 6, 2018, City staff received a total of three (3) proposals from qualified street sweeping companies as follows:

<u>Company</u>	<u>Location</u>	<u>Amount</u>
CleanStreet	Gardena, CA	\$ 697,759.60/yr.
Nationwide Environmental Services	Norwalk, CA	\$1,111,948.36/yr.
R.F. Dickson Company, Inc.	Downey, CA	\$1,124,978.84/yr.; and

WHEREAS, all submitted proposals were reviewed by City staff; and

WHEREAS, all participating firms are qualified to perform street sweeping services for the City of Compton; and

WHEREAS, all participating firms' vehicles and equipment will comply with State and Federal EPA and NPDES compliance mandates as well as SCAQMD Rule 1186 and 1186.1; and

WHEREAS, Nationwide Environmental Services (NES) has provided street sweeping services to over 40 municipalities in the Southern California region since 1968; and

WHEREAS, NES has indicated that it is the only company to have its own in-house alternative fueling (CNG) station; and

WHEREAS, NES' bid proposal is responsive to the City's RFP for street sweeping services; and

WHEREAS, the terms of the agreement will begin on July 1, 2019 and end on June 30, 2022; and

WHEREAS, funds in the amount of \$697,759.60 per year will be appropriated into the Public Works Department 2019-2020 Fiscal Year Budget in Account No. 2502-720-000-4269 from the Lighting and Landscape Fund to cover the base cost of the street sweeping agreement; and

Resolution No. _____
Page 2:

WHEREAS, additional funds in the amount of \$414,188.76 per year will be appropriated into the Public Works Department 2019-2020 Fiscal Year Budget in Account No. 1001-720-000-4269 General Fund to cover the additional funding needs beyond the available Lighting and Landscape Funds for this street sweeping agreement; and

WHEREAS, the City will allocate funding for the remaining years of the street sweeping agreement into the 2020-2021 and 2021-2022 future Fiscal Year budgets.

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

SECTION 1. That the City Manager, on the advice of the City Attorney, is hereby authorized to enter into a three year street sweeping services agreement with Nationwide Environmental Services (**July 1, 2019 through June 30, 2022**) in the amount of **one million one hundred and eleven thousand nine hundred forty eight dollars and thirty six cents (\$1,111,948.36)** per year.

SECTION 2. That the City Council hereby authorizes a three year term for citywide street sweeping services with Nationwide Environmental Services at a cost not-to-exceed **three million three hundred thirty five thousand eight hundred forty five dollars and eight cents (\$3,335,845.08)** for the total three year street sweeping agreement.

SECTION 3. That funds in the amount of **six hundred ninety seven thousand seven hundred fifty nine dollars and sixty cents (\$697,759.60)** per year will be available in future year budgets allocated from account number **2502-720-000-4269** Lighting and Landscape Fund.

SECTION 4. That funds in the amount of **four hundred fourteen thousand one hundred eighty-eight dollars** and seventy-six cents (**\$414,188.76**) per year will be available in future year budgets allocated from account number **1001-720-000-4269** General Fund.

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

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

ADOPTED this ____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

Resolution No. _____
Page 3:

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR
STREET SWEEPING SERVICES AGREEMENT AND ISSUE A PURCHASE
ORDER WITH R.F. DICKSON COMPANY, INC. FOR CITY-WIDE STREET
SWEEPING SERVICES (\$3,374,936.52)**

WHEREAS, street sweeping is a necessary part of any street maintenance activity helping to meet the National Pollution Discharge Elimination System standards set by Federal and State Laws; and

WHEREAS, street sweeping extends asphalt life, removes pollutants from curbs preventing leaves and debris from clogging storm drains and sewers and provides the community with clean and aesthetically pleasing appearance; and

WHEREAS, the street sweeping services to be provided will include: sweeping services on designated arterial (major), collector, commercial, residential and industrial streets; alleys; cul-de-sacs; street centerlines and traffic signal island curbs; street crossings and gutters; and city-owned parking lots and additional sweeping services including emergency call-outs, extraordinary weather, special events and non-routine sweeping; and

WHEREAS, staff solicited Requests For Proposals (RFPs) for street sweeping services from qualified street sweeping companies on November 21 and November 28, 2018 in the Compton Bulletin; and

WHEREAS, the City proposes to enter into an agreement for a three (3) year term; and

WHEREAS, on December 6, 2018, City staff received a total of three (3) proposals from qualified street sweeping companies as follows:

<u>Company</u>	<u>Location</u>	<u>Amount</u>
CleanStreet	Gardena, CA	\$ 697,759.60/yr.
Nationwide Environmental Services	Norwalk, CA	\$1,111,948.36/yr.
R.F. Dickson Company, Inc.	Downey, CA	\$1,124,978.84/yr.; and

WHEREAS, all submitted proposals were reviewed by City staff; and

WHEREAS, all participating firms are qualified to perform street sweeping services for the City of Compton; and

WHEREAS, all participating firms' vehicles and equipment will comply with State and Federal EPA and NPDES compliance mandates as well as SCAQMD Rule 1186 and 1186.1; and

WHEREAS, R.F. Dickson Company, Inc., (RFD) is a fourth generation, family-owned street sweeping company, providing street sweeping services to the Southern California region since 1950; and

WHEREAS, R.F. Dickson Company, Inc., bid proposal is responsive to the City's RFP for street sweeping services; and

WHEREAS, the terms of the agreement will begin on July 1, 2019 and end on June 30, 2022; and

WHEREAS, funds in the amount of \$697,759.60 per year will be appropriated into the Public Works Department 2019-2020 Fiscal Year Budget in Account No. 2502-720-000-4269 from the Lighting and Landscape Fund to cover the base cost of the street sweeping agreement; and

WHEREAS, additional funds in the amount of \$427,219.24 per year will be appropriated into the Public Works Department 2019-2020 Fiscal Year Budget in Account No. 1001-720-000-4269 (General Fund) to cover the additional funding needs beyond the available Lighting and Landscape Funds for this street sweeping agreement; and

WHEREAS, the City will allocate funding for the remaining years of the street sweeping agreement into the 2020-2021 and 2021-2022 future Fiscal Year budgets.

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney, is hereby authorized to enter into an agreement with R.F. Dickson Company, Inc. in the amount of **one million one hundred and twenty four thousand nine hundred seventy eight dollars and eighty four cents (\$1,124,978.84)** per year for citywide street sweeping services.

SECTION 2. That the City Council hereby authorizes a three year term for citywide street sweeping services with R.F. Dickson Company at a cost not-to-exceed **three million three hundred seventy four thousand nine hundred thirty six dollars and fifty two cents (\$3,374,936.52)** for Fiscal Years 2019-20, 2020-21 and 2021-2022.

SECTION 3. That funds in the amount of **six hundred ninety seven thousand seven hundred fifty nine dollars and sixty cents (\$697,759.60)** per year will be available in future year budgets allocated from account number **2502-720-000-4269** Lighting and Landscape Fund.

SECTION 4. That funds for Citywide street sweeping services in the amount of **four hundred twenty seven thousand two hundred nineteen dollars and twenty four cents (\$427,219.24)** per year will be available in future year budgets allocated from account number **1001-720-000-4269** General Fund.

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

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

ADOPTED this ____ day of _____, 2019.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

Resolution No. _____
Page 3:

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

April 23, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO AMEND THE CITY'S EXISTING AGREEMENT FOR INTEGRATED SOLID WASTE MANAGEMENT SERVICES, APPROVE INCREASES TO THE SOLID WASTE RATES, AMEND CHAPTER XXI OF THE COMPTON MUNICIPAL CODE (INTEGRATED WASTE MANAGEMENT), COLLECT SOLID WASTE CHARGES FOR CERTAIN SINGLE-FAMILY RESIDENTIAL PROPERTIES ON THE 2019-2020 COUNTY TAX ROLL, AND MAKE A FINDING THAT THE FOREGOING ACTIONS ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; SETTING A PUBLIC HEARING; AND TAKING RELATED ACTIONS (June 18, 2019 at 5:35 p.m.)

SUMMARY

Staff respectfully requests the City Council to adopt the attached Resolution (i) declaring its intention to amend the City's existing agreement for integrated solid waste management services, approve increases to the solid waste rates, amend Chapter XXI of the Compton Municipal Code (Integrated Waste Management), collect solid waste charges for certain single-family residential properties on the 2019 County tax roll, and make a finding that the foregoing actions are exempt from CEQA; (ii) setting a public hearing; and (iii) taking related actions.

STATEMENT OF THE ISSUE

In 2010, the City entered into an exclusive solid waste franchise agreement with Pacific Coast Waste & Recycling, LLC, which was amended and restated in 2012. The agreement was assigned to Consolidated Disposal Service, LLC, a wholly owned subsidiary of Republic Services, Inc. ("Republic"), in 2013. The term of the franchise agreement will expire on September 30, 2022.

California's mandatory commercial recycling law ("MCR law") and mandatory organics recycling law ("MOR law") require the City to implement a commercial solid waste recycling program and an organic waste recycling program that meet certain requirements.

In order to establish and implement suitable MCR and MOR programs and address other solid waste issues, staff recommends that the City Council consider the actions described below following a public hearing. The attached Resolution sets a public hearing on June 18, 2019, to consider such actions.

Staff Report
Solid Waste – Setting A Public Hearing
April 23, 2019

Amend the Compton Municipal Code. To enable the City to comply with the MCR and MOR laws, Staff recommends that the City Council amend Chapter XXI to require, with certain exceptions, that (i) public entities and businesses that generate four cubic yards or more of solid waste per week and multi-family dwellings, regardless of the amount of solid waste they generate, source separate recyclable materials from other solid waste and make arrangements with the City's authorized hauler for the collection of recyclable materials and (ii) that public entities, multi-family dwellings, and businesses that generate four cubic yards or more of solid waste per week source separate organic waste from other solid waste and make arrangements with the City's authorized hauler for the collection of organic waste.

Amend the existing solid waste franchise agreement. Republic has proposed to provide recycling programs that will enable the City to comply with the MCR and MOR laws, and has also proposed providing enhanced bulky waste/clean-up programs.

Republic has requested to take over the billing for commercial and multi-family premises, with the City to undertake proceedings each year to collect delinquencies on the tax roll for accounts billed by Republic, commencing in fiscal year 2020-21.

Republic has also requested a modification to the method used to calculate rate increases based on increased costs due to inflation.

Proposed amendments to the franchise agreement would not extend the term of the agreement.

Increase the solid waste charges. In addition to inflationary rate increases (effective on July 1, 2019, July 1, 2020, and July 1, 2021) Republic has requested the City Council to approve rate increases to the solid waste rates effective on July 1, 2019. The rate increases would compensate Republic for providing the bulky waste/clean-up and recycling programs and undertaking billing. Staff recommends that the City Council consider the proposed rate increases in accordance with the requirements of Proposition 218 (which added Article XIII D to the California Constitution). This will require the City to mail notice of the public hearing to property owners and customers at least 45 days prior to the date of the public hearing. The notice must set forth the proposed rate increases.

Authorize tax roll billing. The City collects charges on the County tax roll for single-family residential properties that do not receive water service from the City. Staff recommends that the City Council consider authorizing the tax roll collection for 2019-20 pursuant to the procedures set forth in Health and Safety Code Section 5473.1, *et seq.* This will require staff to prepare a written report that identifies the parcels that are subject to tax roll billing. The notice of the public hearing will include information about the tax roll collection.

Staff Report
Solid Waste – Setting A Public Hearing
April 23, 2019

Next steps. The attached Resolution requests a public hearing to be held on June 18, 2019 at 5:35pm, approves procedures for conducting the public hearing (attached) and directs staff to prepare the written report in connection with tax roll billing. Staff will prepare the proposed amendments to the franchise agreement and Municipal Code and the notice of the public hearing, which will set forth the amount of the proposed increases.

FISCAL IMPACT

Republic has requested rate increases to the solid waste charges.

RECOMMENDATION

That the City Council adopt the attached Resolution.

**CRAIG J. CORNWELL
CITY ATTORNEY**

APPROVED FOR FORWARDING:

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

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENTION TO AMEND THE CITY’S EXISTING AGREEMENT FOR INTEGRATED SOLID WASTE MANAGEMENT SERVICES, APPROVE INCREASES TO THE SOLID WASTE RATES, AMEND CHAPTER XXI OF THE COMPTON MUNICIPAL CODE (INTEGRATED WASTE MANAGEMENT), COLLECT SOLID WASTE CHARGES FOR CERTAIN SINGLE-FAMILY RESIDENTIAL PROPERTIES ON THE 2019-2020 COUNTY TAX ROLL, AND MAKE A FINDING THAT THE FOREGOING ACTIONS ARE EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; SETTING A PUBLIC HEARING; AND TAKING RELATED ACTIONS (June 18, 2019 at 5:35 p.m.)

WHEREAS, in accordance with the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000 *et seq.*) (“Act”), the City must implement its Source Reduction and Recycling Element in order to maintain the diversion of 50% of solid waste collected in the City from landfill disposal through source reduction, recycling, and composting; and

WHEREAS, Chapter XXI of the Compton Municipal Code (Integrated Waste Management) (“Chapter XXI”) establishes standards for the collection, transportation, recycling, processing and disposal of solid waste (“services”) and provides for the awarding of franchise agreements and the levy of charges for such services; and

WHEREAS, pursuant to California Health and Safety Code Section 5471, *et seq.* and Chapter XXI any of the charges (plus any interest or penalties) may be collected on the County of Los Angeles Property Tax Roll (“Tax Roll”), the water bill for the premises, or by separate bill of the City or the City’s authorized hauler, and the City intends to include the charges for single-family residential properties that do not receive water service from the City on the Tax Roll for fiscal year 2019-20; and

WHEREAS, pursuant to Section 1501 of the Compton City Charter, California Public Resources Code Sections 40059(a)(2), 49300, and 49500-49524, and Section 21-1.3 of the Compton Municipal Code, the City and Pacific Coast Waste & Recycling, LLC (“Pacific”) previously entered into that certain Agreement for Integrated Solid Waste Management Services, dated on or about May 17, 2010, providing an exclusive franchise to Pacific to perform services within the City, and the agreement was amended and restated on or about October 1, 2012, for among other purposes, to extend its term to September 30, 2022, and was assigned to Consolidated Disposal Service, LLC, a wholly owned subsidiary of Republic Services, Inc. (“Republic”), in 2013 (“Existing Agreement”); and

WHEREAS, in furtherance of meeting the requirements of California’s mandatory commercial recycling law (California Public Resources Code Sections 42649-42649.7 and Title 14 of the California Code of Regulations Sections 18835-18839) (“MCR law”) and California’s mandatory organics recycling law (California Public Resources Code Sections 42649.8-42649.87 (“MOR law”), the City Council proposes to amend Chapter XXI to require, with certain exceptions, that public entities and businesses that generate four cubic yards or more of solid waste per week and multi-family dwellings of four or more units, regardless of the amount of solid waste they generate source separate recyclable materials from other solid waste and make arrangements with the City’s authorized hauler for the collection of recyclable materials and that public entities, multi-family dwellings of four or more units, and businesses that generate four cubic yards or more of solid waste per week source separate organic waste from other solid waste and make arrangements with the City’s authorized hauler for the collection of organic waste; and

WHEREAS, Republic has proposed additional and/or enhanced recycling programs to enable the City to comply with the MCR and MOR laws, and has also proposed additional and/or enhanced bulky waste/clean-up programs; and

WHEREAS, the City Council and Republic desire to amend the Existing Agreement, without extending its term, to set forth their agreements with respect to the recycling and bulky waste/clean-up programs and other matters, including modifying the method to calculate rate increases for increased costs due to inflation and providing for Republic to take over the billing for commercial and multi-family premises commencing on or after August 1, 2019 (with the City to undertake proceedings to collect delinquencies with respect to such billings on the Tax Roll commencing in fiscal year 2020-21); and

WHEREAS, in order to compensate Republic for the cost of providing services, as described above, Republic has requested the City Council to approve rate increases for all properties and the City Council will hold a public hearing on the proposed rate increases in accordance with the requirements of Article XIII D of the California Constitution and the Proposition 218 Omnibus Implementation Act (Government Code Section 53750, *et seq.*); and

WHEREAS, at the public hearing, the City Council will also consider the collection of the charges for single-family residential properties that do not receive water service from the City on the 2019-20 Tax Roll, amendments to the Existing Agreement, and amendments to Chapter XXI, as described above; and

WHEREAS, the City Council will consider making a finding that the foregoing actions are exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Sections 15061(b)(3) and 15308 on the grounds that it can be seen with certainty that the enhanced solid waste regulations will not have a significant effect on the environment and that the new requirements, which strengthen requirements for the handling of solid waste, represent actions by a regulatory agency (the City) for the protection of the environment;

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

Section 1. That each of the above recitals is true and correct and is adopted by the City Council.

Section 2. That City staff are hereby authorized and directed to prepare and file with the City Clerk a written report that contains a description of each parcel for which the City proposes to include the charges on the 2019-20 Tax Roll and the proposed amount of the charges for fiscal year 2019-20.

Section 3. That the City Council hereby adopts the Procedures for the Conduct of a Public Hearing substantially in the form presented to the City Council at this meeting and on file in the office of the City Clerk.

Section 4. That the City Council hereby sets a public hearing on June 18, 2019 at 5:35pm, to consider the matters described in recitals hereof.

Section 5. That the City Clerk is hereby authorized and directed to publish this Resolution at least once within 15 days of its passage in the official newspaper, and to provide such other notice of the public hearing and the Report in the time and manner required by law.

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

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

AYES: Council Members-
NOES: Council Members-
ABSENT: Council Members-
ABSTAIN: Council Members-

CITY CLERK OF THE CITY OF COMPTON

CITY OF COMPTON
PROCEDURES FOR THE CONDUCT OF A
PUBLIC HEARING PURSUANT TO HEALTH AND SAFETY
CODE SECTION 5473.1, et seq., ARTICLE XII D OF THE
CALIFORNIA CONSTITUTION, AND THE PROPOSITION 218
OMNIBUS IMPLEMENTATION ACT

Solid Waste and Recyclable Materials Handling Services

The following Procedures have been adopted by the City Council of the City of Compton for the purpose of conducting a public hearing to consider proposed increases to the charges for solid waste and recycling materials handling services and the collection of certain of the charges on the 2019-20 Tax Roll.

A. Definitions

1. “Charge” means the charge for solid waste and recyclable materials handling services.
2. “Customer of Record” means the person whose name appears on the City’s records as the person who contracted for, and became obligated to pay for, solid waste and recycling materials handling services for the parcel subject to the proposed increases.
3. “Parcel Subject to the Proposed Increases” means the parcel to which the proposed increases will apply.
4. “Parcel Subject to Tax Roll Collection” means the parcel for which the charge will be collected on the 2019-2020 tax roll. Such parcels are identified in a written report prepared by the City pursuant to Health and Safety Code Section 5473 (“Report”).
5. “Proposed Increases” means proposed increases to the charge.
6. “Record Owner” means the owner of a parcel whose name and address appears on the last Los Angeles County equalized secured property tax assessment roll (the “assessment roll”), or in the case of any public entity, the State of California, or the United States, means the representative of that public entity at the address of that entity known to the City.

B. Protests

1. Any customer of record or record owner of a parcel subject to the proposed increases may make an oral protest at the public hearing or may file a written protest against the proposed increases.
2. Any record owner of a parcel subject to tax roll collection may make an oral protest at the public hearing or file a written protest against the collection of the charges on the 2019 tax roll.
3. If the owner of any parcel is not shown on the assessment roll, such owner may file a protest for such parcel by filing with the City Clerk a proxy from the record owner in a form satisfactory to the City Attorney or evidence of ownership satisfactory to the City Attorney. Any such proxy or evidence must be received by the City Clerk prior to the conclusion of the public hearing.
4. When a parcel is held by a partnership, as community property, in joint tenancy, or as a tenancy in common, any partner, spouse, joint tenant, or tenant in common, as the case may be, may file a protest for such parcel.
5. An executor, administrator, or guardian may file a protest for a parcel on behalf of the estate it represents. If such representative is shown on the assessment roll as paying taxes and assessments levied against the parcel, that fact shall establish the

right of such representative to file the protest. If such representative is not shown on the Assessment Roll, the representative must file with the City Clerk written documentation satisfactory to the City Attorney establishing the legal representation. Any such documentation must be filed with the City Clerk prior to the conclusion of the public hearing.

6. When the customer of record is, or a parcel is held by, a corporation or unincorporated association, a protest may be filed by any person authorized in writing by the board of directors or trustees or other managing body thereof to take such actions. The corporation or unincorporated association must file with the City Clerk written authorization satisfactory to the City Attorney. Any such written authorization must be filed with the City Clerk prior to the conclusion of the public hearing.

C. Submission of Written Protests

1. Written protests must be mailed (via U.S. mail) to the City Clerk at City Hall or delivered in person to the City Clerk at City Hall or at the public hearing.
2. To be counted, each written protest must: (i) clearly state opposition to the proposed increases and/or to collection of the charge on the 2019-20 tax roll, as applicable, (ii) identify the property covered by the protest and (iii) include an original signature (no copies) of the customer of record or record owner that is filing the written protest with respect to the parcel. No protest submitted by email, by facsimile, or by any other electronic means will be counted.
3. No protest received after the close of the public hearing shall be counted in determining the existence of a majority protest. The last pick up by the City Clerk of protests mailed or delivered to City Hall will occur at 5:00 p.m. on the date scheduled for the public hearing. To ensure that protests which are mailed or delivered to City Hall are received by the City Clerk prior to the close of the public hearing, such protests must be received by the City Clerk at City Hall prior to 5:00 p.m. on the date scheduled for the public hearing. The City Clerk shall endorse on each written protest the date it is filed with the City. The City Clerk shall identify any protests which are received after the close of the public hearing.
4. Written protests may be withdrawn in writing at any time before the conclusion of the public hearing by the person who submitted the written protest.
5. For purposes of determining whether a majority protest exists, only one protest for each parcel will be counted.
6. Prior to the commencement of the public hearing, all written protests submitted shall be kept secret and confidential.
7. After the City Council opens the public hearing, all written protests shall be considered public records.

D. Conduct of the Public Hearing; Determination of a Majority Protest

1. At the time, date and place fixed for the public hearing, the City Council shall:
 - (i) Hear all persons interested in the matter of the proposed increases or the collection of the charges on the 2019-20 tax roll; and
 - (ii) Receive all written communications regarding the proposed increases or the collection of the charges on the 2019-20 tax roll.
2. The public hearing may be continued from time to time, as the City Council determines necessary.
3. If the City Council determines at the close of the public hearing that written protests have been presented, and not withdrawn (i) by the record owners of a majority of the parcels subject to the proposed increases, or (ii) by customers of record of a majority of the parcels subject to the proposed increases (i.e., a majority protest exists), the City Council shall not approve the proposed increases. Otherwise the City Council may adopt the proposed increases.
4. If the City Council determines at the close of the public hearing that oral or written protests have been presented, and not withdrawn, by the record owners of a majority of the parcels subject to tax roll collection, the City Council shall not approve the report and shall not collect the charges on the 2019-20 tax roll, but may bill the charges by separate invoice. Otherwise, the City may collect the charges identified in the report on the 2019-20 tax roll.