Members of the public may address the City Council on any item shown on the agenda or matter of the Council's authority after completion of "Request to Address the Council Form" available in the lobby of the Council Chambers or in the City Clerk's office. This form must be completed 15 minutes prior to the scheduled meeting time. Pursuant to Section 54957.5 of the California Government Code, Any writings (Except for those writings which are exempt from disclosure) which are distributed to all or a majority of the members of the City Council are available for public inspection in the lobby of the City Council Chambers and in the office of the City Clerk during regular business hours.

COMPTON CITY COUNCIL
AGENDA
07/23/2019
5:30 PM

Closed Session 4:30 P.M.
Public Meeting 5:30 P.M.

CITY COUNCIL CHAMBERS
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CALIFORNIA 90220

CLOSED SESSION – 4:30 P.M.

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEMS

(Persons wishing to address the City Council on the Closed Session items may do so at this time. Comments are limited to one (1) minute per speaker and shall be limited to Closed Session agenda items only).

PUBLIC EMPLOYMENT
Title: City Manager
Pursuant to California Government Code Section 54957

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

CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property Negotiations: 501-545 E. Compton Blvd., Compton, Ca
Negotiating parties: City Manager, Assistant City Manager and KBK Enterprises
Pursuant to California Government Code Section 54956.8

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

PUBLIC MEETING – 5:30 P.M.

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

REPORT ON CLOSED SESSION ACTION(S)

INTRODUCTION OF SPECIAL GUEST

WORKSHOP

FIREWORKS WORKSHOP - 5:35 P.M.

COMMENDATORY RESOLUTIONS/PRESENTATIONS

CERTIFICATE PRESENTATION RECOGNIZING JENNIFER BEASLEY, COMPTON OPEN MIC NIGHT TWO YEAR ANNIVERSARY **(Mayor Aja Brown)**

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. JULY 2, 2019

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

2. Warrant Register June 2019 (Receive and File)

CITY CLERK

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SEERVICES FOR CITY'S LEGISLATIVE BODIES FOR FISCAL YEAR 2019-2020 ($35,000)

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR DEBRA DUNCAN FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2019-2020 ($35,500.00)

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR LEASE AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO MAILFINANCE, INC. FOR THE RENTAL OF MAIL MANAGEMENT EQUIPMENT ($22,475.40)

CITY CONTROLLER

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SOFTWARE AND LICENSE SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER TO GOVINVEST FOR POST-RETIREMENT HEALTHCARE BENEFIT ACTUARIAL REPORTS AND PROPRIETARY SOFTWARE FOR THE PENSION AND HEALTHCARE PLAN FOR THE CITY ($56,950.00)

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO ACCEPT FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ACCEPTING A GIFT FROM DELTA AIRLINES INC FOR $10,000

CITY MANAGER

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON OPPOSING CHANGES TO CURRENT STATE CARD CLUB REGULATIONS

GENERAL SERVICES

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INSTALLATION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR PRIORITY HEATING & AIR CONDITIONING, INC. FOR REPLACING THE ROOFTOP PACKAGED UNITS AT GONZALES PARK RECREATION CENTER AND POOL HOUSE LOCATED AT 1107 CRESSEY STREET ($43,474)

PLANNING AND ECONOMIC DEVELOPMENT

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 AGREEMENT WITH THE ARROYO GROUP FOR THE PREPARATION OF THE COMPTON STATION TRANSIT ORIENTED DEVELOPMENT (TOD) SPECIFIC PLAN ($410,000.00)

PUBLIC WORKS DEPARTMENT

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO DION AND SONS, JANKOVICH, VOYAGER AND WOOD OIL FOR THE PROVISION OF GASOLINE AND DIESEL FUEL FOR THE CITY'S FLEET AND EQUIPMENT ($300,000)

WATER DEPARTMENT

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF UNITED WATERWORKS INC. AND ISSUING A PURCHASE ORDER IN THE AMOUNT OF $63,132.79 FOR THE FURNISHING AND DELIVERY OF FIRE HYDRANTS AND GATE VALVES FOR FISCAL YEARS 2019-2020 THROUGH 2021-2022

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REJECTING ALL BIDS SUBMITTED FOR THE REPAIR, MAINTENANCE, TESTING AND CALIBRATION OF LARGE COMPOUND METERS AND AUTHORIZING RE-ADVERTISEMENT.

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF WATERLINE TECHNOLOGIES AND ISSUING A PURCHASE ORDER IN THE AMOUNT OF $77,395.50 FOR THE FURNISHING AND DELIVERY OF SODIUM HYPOCHLORITE FOR WATER TREATMENT FOR FISCAL YEARS 2019-2020 THROUGH 2021-2022.

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO WM CURBSIDE LLC, FOR ADMINISTRATION OF THE USED OIL RECYCLING BLOCK GRANT PROGRAM FOR FISCAL YEAR 2019-2020 ($27,480)

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF BRANDON SUPPLY CORPORATION AND ISSUING A PURCHASE ORDER IN THE AMOUNT OF $111,195.95 FOR THE FURNISHING AND DELIVERY OF STORE SUPLIES FOR THE FISCAL YEARS 2019-2020 THROUGH 2021-2022.

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF UNITED WATER WORKS INC. AND ISSUING A PURCHASE ORDER IN THE AMOUNT OF $38,907.64 FOR THE FURNISHING AND DELIVERY OF RPM POLYMER CONSTRUCTION METER BOXES AND COVERS FOR FISCAL YEARS 2019-2020 THROUGH 2021-2022

18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF ZENNER USA AND ISSUE A PURCHASE ORDER FOR $61,550.25 TO FURNISH AND DELIVER LEAD FREE MULTI JET OR POSITIVE DISPLACEMENT WATER METERS FOR FISCAL YEARS 2019/2020

19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF CLINICAL LAB OF SAN BERNARDINO AND ISSUING A PURCHASE ORDER IN THE AMOUNT OF $13,600 FOR THE TESTING AND ANALYSIS OF WATER SAMPLES FOR FISCAL YEAR 2019-2020

20. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF CIVILTEC ENGINEERING INC. AND ESTABLISHING A PURCHASE ORDER AND ENTERING INTO A CONTRACT FOR ON-CALL ENGINEERING SERVICES FOR FISCAL YEAR 2019/2020 ($50,000.00)

REGULAR AGENDA

CITY MANAGER'S REPORT

21. ORAL REPORTS - STREET MAINTENANCE REPORT AND CITY MANAGER'S UPDATE

22. A REQUEST TO SET A PUBLIC HEARING TO CONSIDER A REDUCTION IN THE UTILITY USER FEE FOR PLENTY UNLIMITED INC. AS AN INCENTIVE TO LOCATE A STATE OF THE ART INDOOR FARM WITHIN THE CITY OF COMPTON (SEPTEMBER 3, 2019 AT 5:50 P.M.)

NEW BUSINESS

23. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FIRETRUCKS UNLIMITED FOR THE PURCHASE OF A REFURBISHED 1999 PIERCE 75' AERIAL FIRE TRUCK, PAINT AND BODYWORK FOR THE CITY OF COMPTON FIRE DEPARTMENT ($127,150.00)

24. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN TO REVISE THE CLASSIFICATION SPECIFICATIONS FOR THE POSITION OF FIREFIGHTER

25. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON MAKING AN APPOINTMENT TO THE CITY ATTORNEY POSITION

26. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A SUPPLEMENTAL PURCHASE ORDER FOR ADDITIONAL FUNDING TO CLEANSTREET FOR CITYWIDE STREET SWEEPING SERVICES ($148,801.69)

27. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZE THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH KOA TO PROVIDE ADDITIONAL STREET DESIGN SERVICES FOR THE WILMINGTON AVENUE SAFE STREETS PEDESTRAIN/BICYCLE IMPROVEMENT PROJECT, PHASE II (CIP# 18-02) ($308,631)

28. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONSTRUCTION OF THE CITY-WIDE POTHOLE REPAIR PROJECT AS COMPLETE, APPROVAL OF A CHANGE ORDER, ISSUE A PURCHASE ORDER IN THE AMOUNT OF $189,744 AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION ($42,367.19)

29. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A TWO (2) YEAR EMPLOYMENT AGREEMENT WITH CRAIG J. CORNWELL TO SERVE AS CITY MANAGER OF THE CITY OF COMPTON ($221,000)

30. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AMEND THE FISCAL YEAR 2019-2020 BUDGET TO ALLOCATE ADDITIONAL FUNDS FOR THE LOS ANGELES COUNTY SHERIFF CONTRACT TO PROVIDE LAW ENFORCEMENT SERVICES IN THE CITY OF COMPTON ($12,092)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 9/3/2019 @ 5:30 P.M.

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

JULY 2, 2019

The Compton City Council Closed Session meeting was called to order at 4:39 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 – Chambers, McCoy, Sharif, Brown
Council Members Absent – Galvan (*Entered the meeting at 6:27 p.m.*)

Other Officials Present: C. Cornwell, A. Godwin, L. Adams, D. Sanders

CLOSED SESSION AGENDA ITEMS

PUBLIC EMPLOYMENT

Title: City Manager
Pursuant to California Government Code Section 54957

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Bradford v. City of Compton, LASC Case No. TC026769
Chandra Felder v. City of Compton, LASC Case No. BC 674 403
Kate Ayala v. City of Compton, et al., LASC Case No. BC 676 387
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)

City Attorney Craig Cornwell requested a closed session to discuss conference with legal counsel-existing litigation: Bradford v. City of Compton, LASC Case No. TC026769; Chandra Felder v. City of Compton, LASC Case No. BC 674 403; Kate Ayala v. City of Compton, et al., LASC Case No. BC 676 387, pursuant to California Government Code Section 54956.9(a) and 54956.9(b).

PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEMS ONLY

Robert Ray, Compton resident**,** stated that it was his impression that the case of Bradford v. City of Compton had been resolved.

City Attorney Cornwell indicated that the case has not been resolved.

On motion by McCoy, seconded by Sharif, the City Council recessed to closed session at 4:41 p.m. by the following vote on roll call:

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

The City Council meeting was re-convened at 6:21 p.m.

ROLL CALL

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

REPORT OUT OF CLOSED SESSION

City Attorney Craig Cornwell reported out that the entire City Council was present during the closed session. In the case of Bradford v. City of Compton, LASC Case No TC026769– no reportable action taken. In the matter of Chandra Felder v. City of Compton LASC Case No. BC 674403--Settlement parameters were unanimously provided. In the case of Kate Ayala v. City of Compton, et al., LASC Case No. BC 676 387, – Settlement parameters were unanimously provided. City Attorney Cornwell then stated that the matter of public employment--City Manager, the City Council will re-convene the closed session at the conclusion of Council comments. These matters were discussed pursuant to California Government Code Section 54956.9(a) and 54956.9(b).

Mayor Brown congratulated and welcomed Councilwoman-*Elect* Michelle Chambers to the Dias.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, congratulated Councilmembers Chambers and Sharif, adding that he is looking forward to a productive new year. Mr. Ray expressed his dismay that the Council did not provide funds in the Fire Department's Budget for the Emergency Operations Manager. He added that this position is critical to the city, as this person is charged with making sure that the City is ready for an emergency. Mr. Ray then indicated that he is available to perform a power point presentation regarding disaster preparedness. Mr. Ray then commented that it is a proven fact that smoke alarms save lives, adding that California law requires every home to have a smoke alarm and urged those interested in installing a free smoke alarm to contact him at (424)-338-3160 or email r.ray@redcross.org.

Fred Easter, Compton resident, encouraged the city to come up with a plan to clean up the blight and filth around the city, particularly on Castlegate Avenue. Mr. Easter then related an incident involving the Superintendent of Streets and further commented that we all love our city, so we must take care of our community.

Mayor Brown indicated that Staff is working collectively to assess staffing and equipment need, noting that the Council has approved two new front loaders which will greatly assist the city in address illegal dumping. Mayor Brown further indicated that the city spends approximately $2 Million annually on removing illegal dumped materials around the city and will increase and expand efforts for further removal. Mayor Brown then emphasized that it will take every segment of the community to combat illegal dumping.

Barbara Calhoun, College Board Trustee Member and former City Councilmember, congratulated Councilmembers Chambers and Sharif on their election wins. Ms. Calhoun then commented that the California Citizens Redistricting Commission is responsible for determining the boundaries of districts for the State Senate, State Assembly and the Board of Equalization. Ms. Calhoun then announced that the Commission is accepting applications and encouraged residents of the Compton community to apply to be on the Commission by submitting their applications on line to: http://apply.shapecaliforniasfuture.auditor.ca.gov/ Ms. Calhoun also requested that the city repair Fire Station Number 3 to clear the path for Compton Community College to re-open the Fire Academy.

SPECIAL PRIVILEGE FOR LINDA DEAN - MOTHER OF COUNCILWOMAN-*ELECT* MICHELLE CHAMBERS

Ms. Linda Dean, Mother of Councilwoman Michelle Chambers, commended the City Council and congratulated Councilpersons Chambers and Sharif on their election wins. Ms. Dean commented that Michelle has always been an advocate for the people and will represent the 1st District with integrity and respect along with unwavering commitment to improving the lives of everyone in the Compton community.

Councilmember Chambers thanked her entire family for their love, support and continued encouragement.

Benjamin Holifield, Founder/President-Compton Business Chamber of Commerce, congratulated Councilmembers Chambers and Sharif and also thanked the City Council for cleaning up 156th Street. Mr. Holifield then urged the City Council to conduct a National search for the next City Manager to make certain that the best qualified person is hired to guide the city. Mr. Holifield urged the Council to remove all blight and graffiti and clean-up, uplift and beautify the entire Compton community.

Rodney Lister, Compton resident, requested that the budget information as well as the financial monthly/quarterly reports, and the list of city-owned property be made available to the public. Mr. Lister then requested that the City Council undertake an effort to make sure that everyone is counted during the 2020 Census to make sure that the city receives its fair share of revenue and funding. Mr. Lister encouraged the residents not to be afraid of responding to the Census.

Mayor Brown indicated that the quarterly reports will be available to the public and available online.

Mary Edwards, Compton resident, welcomed Michelle Chambers and congratulated Emma Sharif, announcing that a fresh anointing is coming our way. Ms. Edwards announced that the Key of Knowledge Community Development Corporation is partnering with Parks and Recreation and will begin Summer Enrichment Camps for children between the ages of 6 to 14 years. The camps will begin July 9, 2019 and will operate Tuesday through Friday from 12:00 noon to 4 p.m. Ms. Edwards also noted that the camps include free lunch and snacks and will include, swimming, soccer, arts and crafts, golf, cooking, sewing, line dancing, field trips and many other exciting events.

Emily Hart-Holifield, first African American Woman elected to the College Board of Trustees, representing Compton Community College, stated that she is considered the Mother of the College because she was not only the first Black woman---but the first Woman to be elected there—black or white. Ms. Hart-Holifield further indicated that, sadly racism is on the rise, and indicated that she is working to combat the problems that have stigmatized the community for many years. Ms. Hart-Holifield further indicated that the citizens must take back what belongs to us and restore the name of Compton Community College. Ms. Hart-Holifield also indicated that her name must also be restored at Compton Community College. Ms. Hart-Holifield concluded by commenting that yesterday is gone, tomorrow is approaching but we must dwell in the now. Today is where you begin and noted that when brilliant minds work together, we can uplift and improve the great City of Compton.

Denise Jacobs, Compton resident, Vice President of the Home Owners Association of 828 W. Compton, noted that the site is a gated community consisting of 37 units. Ms. Jacobs indicated that 4 months ago, the group made a request to have the lights replaced/restored on Kemp Street and add additional lighting for the complex, as well as replace the street signs. Ms. Jacobs raised concerns of the residents that there is increased traffic in the area and a stop sign is sorely needed on 151st Street near Kemp to prevent traffic collisions. Ms. Jacobs urged the City Council to act as quickly as possible, because the area is very dark and the residents are concerned for their safety.

Mayor Brown requested to know the status of this request.

Tomas Carlos, Compton resident, thanked Marjorie Shipp and the Parks and Recreation Department for cleaning up the Richland Farms area, and further commended Marjorie Shipp and Sergio for being instrumental in this effort. Mr. Carlos also requested an update to find out what the taxpayers paid for the first city-wide camera system placed around the city approximately ten years ago. Mr. Carlos then indicated that the city must develop a comprehensive plan to address the homeless epidemic in the Compton community. Mr. Carlos also urged the Council to provide additional parking for those residents who wish to attend the City Council meetings, and concluded by suggesting that the city host a main 4th of July Fireworks display and disallow any other fireworks in the city.

Chrystal Hodges, Compton Library Manager, invited the children of the community to visit the Compton Library where they can enjoy a free lunch, Monday thru Friday from 12:00 noon to 1 p.m. throughout the month of July until August 2, 2019. Ms. Hodges also

announced that the Library is hosting several children's' enrichment programs throughout the Summer. She also highlighted the Compton Urban Book Expo. She further announced that there will be a mental health Clinician on site every Tuesday from 2 to 6 p.m. Ms. Hodges also announced that students may obtain an on-line High School Degree from the Library and encouraged those interested to visit: Comptonlibrary.org for additional information regarding the Compton Library programs and activities.

Clinton Stewart, Compton resident, urged the City Council to clean up the city. Mr. Stewart then spoke regarding the city's finances and indicated that the State Controller has found that there was brazen overspending and lack of accountability within the City of Compton. He further stated in 2007 and 2008 there was a General Fund surplus of $22.4 Million; however, 3 years later, the surplus had become a $42 Million deficit due to overspending. Mr. Stewart then stated that in June of 2014 the city adopted a payment plan, but over the following year, the deficit increased. Mr. Stewart then asserted that the City Controller and the City Treasurer must work together to devise a plan to improve the city's finances. Mr. Stewart concluded by requesting that the City Council address the dangerous potholes on Central and Rosecrans Avenue.

Mike King, Compton resident, presented pictures of large rodents captured in the field adjacent to his residence near Spring Street. Mr. King further requested assistance from the City Council to alleviate the trash and debris near the area and stressed the need for additional and on-going pest control in the area.

Mayor Brown requested a written status report on the demolition of the structure and pest control on Spring Street.

Janice Jackson, Compton Property Owner, welcomed and congratulated Michelle Chambers and Emma Sharif. Ms. Jackson commented on the City Manager position and stated that the Council must take their time and due diligence to find the right person for the position of City Manager. She further indicated that it would not be in the best interest of the city to hire recycled or former personnel. Ms. Jackson also urged the Council member to conduct themselves in a courteous and professional manner and work on behalf of the citizens.

Dr. Michael Leonard Tankersley, Compton property owner, commented that Compton should be return to being an Agricultural town, whereby the city's economic crisis could be solved, adding that solar energy is also a very viable alternative. Mr. Tankersley stated that he has a vision to help the homeless get off the street called "Operation Beehive" which he will illustrate in a published book.

Joyce Kelly, Compton resident, stated that the city-wide cameras were installed to recognize license plates and assist with fighting crime, however, the cameras are inoperable. Ms. Kelly complimented Carlin in the City Clerk's Office for her care, courtesy and professionalism while she was obtaining her passport, further indicated that this great service positively reflects the value City Clerk Alita Godwin places on service to the residents.

Lynn Boone, Compton resident, spoke regarding agenda item Number 2 (HVAC installation contract with Brown Construction) and presented documentation showing that the company has a suspended license. Ms. Boone spoke out against this company, asserting that if the work performed is inadequate, the city has no recourse, and further requested that the item be removed from the agenda. Ms. Boone further indicated that during the previous meeting, the City Council approved a contract with TV Pro Gear, however, their license has also been suspended. Ms. Boone pleaded with the City Council to do their research and find the correct person to fill the position of City Manager.

Joe Hicks, Compton resident, spoke regarding Post Traumatic Stress Disease and informed the City Council that he and others suffer a great deal during the 4th of July Holiday Fireworks season. Mr. Hicks urged the City Council to consider that War Veterans suffer a great deal at this time of year and asked them to publish information regarding PTSD in the city's newsletter for public education/awareness and information.

CONSENT AGENDA

Councilmember McCoy requested that agenda item Number 2 be voted on separately.

CITY MANAGER

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A SUPPLEMENTAL PURCHASE ORDER FOR ADDITIONAL FUNDING FOR THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES RELATING TO COLLECTION OF FINES ON PARKING CITATIONS ($13,000) (***Approved Resolution Number 25,065***)

HUMAN RESOURCES

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2019-2020 (***Approved Resolution Number 25,066***)

On motion by McCoy, seconded by Sharif, the consent agenda item Number 1 and 3 were approved by the following vote on roll call:

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

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

4. APPOINTMENT(S) OF OFFICERS, COUNCIL MEMBERS, BOARDS/COMMISSIONS AND COMMITTEES

MAYOR PRO TEM APPOINTMENT

It was moved by Sharif, seconded by Galvan, that Emma Sharif be appointed as Mayor Pro Tem.

Councilmember Chambers expressed her thoughts that it would be fair and equitable to afford each Councilmember the opportunity to serve as Mayor Pro Tem and further spoke in favor of restoring Emma Sharif to serve in the position of Mayor Pro Tem. Councilmember Chambers further requested that the Council re-visit the ordinance relating to the rotation of the Mayor Pro Tem position.

Councilmember Emma Sharif was designated as the Mayor Pro Tem by the following vote on roll call:

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

Mayor Brown requested that a workshop be scheduled to discuss the guidelines and parameters relating to the city's boards, committees and commissions.

GENERAL SERVICES

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INSTALLATION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR BROWN CONSTRUCTION AND DEVELOPMENT FOR REPLACING THE ROOFTOP HVAC PACKAGE UNITS AT KELLY PARK AND WILSON PARK ($53,995.96)

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

City Attorney Craig Cornwell explained that at the previous City Council meeting, there was discussion regarding certain irregularities pertaining to this contractor. In January of 2015, an investigation was conducted and the contractor was cleared of any wrongdoing.

There was further discussion regarding the company's license status. City Attorney Cornwell suggested that the item be re-considered later in the meeting to allow for additional research.

Councilmembers Sharif and McCoy withdrew their motions, respectively.

REGULAR AGENDA

CITY MANAGER'S REPORT

5. ORAL PRESENTATION - PUBLIC WORK'S WEEKLY REPORT UPDATE (***Presentation re-scheduled***)

UNFINISHED BUSINESS

6. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER IX OF THE COMPTON MUNICIPAL CODE BY ADDING SECTION 9-27 GOVERNING THE ISSUANCE OF PERMITS TO ENGAGE IN FILMING ACTIVITIES (MOTION PICTURES, TELEVISION AND PHOTOGRAPHIC PRODUCTIONS) WITHIN THE CITY (SECOND READING)**

On motion by McCoy, seconded by Sharif, the reading of the ordinance in full was waived by the following vote on roll call:

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

On motion by McCoy, seconded by Sharif, **Ordinance Number 2,312** entitled **'AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER IX OF THE COMPTON MUNICIPAL CODE BY ADDING SECTION 9-27 GOVERNING THE ISSUANCE OF PERMITS TO ENGAGE IN FILMING ACTIVITIES (MOTION PICTURES, TELEVISION AND PHOTOGRAPHIC PRODUCTIONS) WITHIN THE CITY'** was adopted by the following vote on roll call:

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

7. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 7-20 (CAMPING, SLEEPING AND/OR STORAGE OF PERSONAL PROPERTY ON PUBLIC PROPERTY) OF THE COMPTON MUNICIPAL CODE (SECOND READING)**

On motion by Galvan, seconded by McCoy, the reading of the reading of the ordinance in full was waived by the following vote on roll call:

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

On motion by Sharif, seconded by Galvan, **Ordinance Number 2,313** entitled **'AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 7-20 (CAMPING, SLEEPING AND/OR STORAGE OF PERSONAL PROPERTY ON PUBLIC PROPERTY) OF THE COMPTON MUNICIPAL CODE'** was adopted by the following vote on roll call:

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

NEW BUSINESS

8. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,027, RATIFYING THE PROFESSIONAL SERVICES AGREEMENT WITH JMC2 ENGINEERING + SURVEYING TO PROVIDE ENGINEERING SERVICES PURSUANT TO THE ALAMEDA-STATE ROUTE 91 URBAN GREENING/FORESTRY AND WATER RECLAMATION GRANT PROJECTS AND RE-ISSUE A PURCHASE ORDER ($381,270.40)**

On motion by Galvan, seconded by McCoy, **Resolution Number 25,067** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,027, RATIFYING THE PROFESSIONAL SERVICES AGREEMENT WITH JMC2 ENGINEERING + SURVEYING TO PROVIDE ENGINEERING SERVICES PURSUANT TO THE ALAMEDA-STATE ROUTE 91 URBAN GREENING/FORESTRY AND WATER RECLAMATION GRANT PROJECTS AND RE-ISSUE A PURCHASE ORDER**' was adopted by the following vote on roll call:

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

9. **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,063 AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR IPTV INTERNATIONAL, INC. DBA TV PRO GEAR FOR AUDIO AND VIDEO EQUIPMENT UPGRADES ($323,689)**

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

General Services Director Van Wilson explained that this agreement is essentially the same as in the previous resolution and will provide for the upgrade of the audio/visual system in the City Council Chambers. This resolution is simply correcting the name of IPTV International dba as TV Pro Gear.

Resolution Number 25,068 entitled '**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,063 AUTHORIZING THE CITY MANAGER TO ENTER INTO A SERVICE CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR IPTV INTERNATIONAL, INC. DBA TV PRO GEAR FOR AUDIO AND VIDEO EQUIPMENT UPGRADES'** was adopted by the following vote on roll call:

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

GENERAL SERVICES

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INSTALLATION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR BROWN CONSTRUCTION AND DEVELOPMENT FOR REPLACING THE ROOFTOP HVAC PACKAGE UNITS AT KELLY PARK AND WILSON PARK ($53,995.96)

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

City Attorney Craig Cornwell proposed that the city include the business licenses to the contract for transparency.

Resolution Number 25,069 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INSTALLATION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR BROWN CONSTRUCTION AND DEVELOPMENT FOR REPLACING THE ROOFTOP HVAC PACKAGE UNITS AT KELLY PARK AND WILSON PARK'** was adopted by the following vote on roll call:

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

(*Councilman Galvan exited the meeting at 7:54 p.m.*)

COUNCIL COMMENTS

Councilperson Chambers offered the following communications/announcements:

- Thanked the entire Compton community for their support and encouragement during the election season, and stated that she is humbled and honored to represent the Great 1st District.

- Offered a special 'Thank you' to the Mayor and Council, City Clerk, City Attorney and City Treasurer, as well as the General Services Department for their assistance with the beautiful Inauguration Ceremony and thanked everyone who attended and offered prayers and words of encouragement.

Councilperson McCoy offered the following communications/announcements:

- Thanked the Parks and Recreation Department for their assistance with the successful Summer Campfire Overnight Camp Out, adding that the Fire Department provided a very informative safety presentation to the residents.

- Invited everyone to attend the next Summer Overnight Campfire Camp Out on July 26, 2019 at 5 p.m.

Councilperson Sharif offered the following communications/announcements:

- Requested an update on the status of the clean-up of the alleys on Alondra and Stoneacre Avenue and Bradfield, as well as the plan for all the alleyways of the city.

- Thanked everyone who attended her wonderful Inauguration Ceremony and added that she is grateful for the strong community support.

- Request to Adjourn in memory of **Eldridge Livingston.**

Mayor Brown offered the following communications/announcements:

- Mayor Brown commented on the fabulous Inauguration Ceremony for Councilmembers Chambers and Sharif and thanked everyone involved with the preparation as well as everyone who attended this lovely event. Mayor Brown then indicated that this is a new day and a new beginning for the City Compton!

- Mayor Brown thanked the Economic Development and Community Development Team and all the residents who attended the Downtown Compton Community Visioning Workshop held this past Thursday, and added that she is looking forward to reviewing the feedback received at the meeting. Mayor Brown then indicated that she is also enthusiastic about reporting out on the

Council's and City Staff's collective efforts in systematically combating gentrification and providing resources to our small business community.

- Mayor Brown announced that on Tuesday, July 9, 2019 beginning at 3:30 p.m., she will be hosting a Budget Briefing via Facebook and Instagram "Live" reviewing the budget narrative, illegal dumping and departmental service improvements as well as other pertinent topics.

- Mayor Brown invited the community to attend the Compton Worship Night on July 10, 2019 from 7 p.m. to 8 p.m. at the Dollarhide Community Center Courtyard, 301 S. Tamarind Avenue. Mayor Brown encouraged all families to come worship together as a community.

- Mayor Brown invited the community to participate in the Compton Initiative clean-up of the City on July 20, 2019 commencing at 7 a.m. at the Compton Civic Center Plaza and urged everyone to visit: justdogood.org for additional information.

- Mayor Brown commented on the very informative community update of events recently held at Compton Community College, which was hosted by College Board Trustees Barbara Calhoun, and Dr. Sharoni Little. The Board members introduced the Compton College 'Promise Program' funded by former Compton College Graduate, Oliver Connor, who has provided an endowment to make a college education more accessible and affordable and will allow incoming Freshmen to receive a waiver of fees for their first year of college. This program is for full-time students and includes guaranteed admission, assistance with priority registration and other support programs. Please visit: www.comptoncollege.edu or contact Nelly Alvarado at: nalvarado@elcamino.edu or call (310) 900-1600 Ext. 2763 for additional information.

- Mayor Brown announced that the Compton Sheriff's Community Academy will kick off a 4-week program beginning July 10, 2019 and continues through July 31, 2019 from 6 to 7:30 p.m. at the Compton YAL Center, 700 N. Alameda. This program will consist of an "All Hands on Deck" course in partnership with Citizens of Compton. Contact Deputy Owens by emailing: raowens@lasd.org or call: (310) 605-6542.

- Mayor Brown commented on the wonderful Memorial Ceremony held for Pastor Emeritus Dr. W. Jerome Fisher of Greater Zion Church Family, noting that the services were beautiful adding that Pastor Fisher left an incredible and lasting legacy that will continue to flourish in the Compton community.

CLOSED SESSION

On motion by McCoy, seconded by Sharif, the City Council voted to recess to closed session at 8:09 p.m. by the following vote on roll call:

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

On motion by McCoy, seconded by Sharif, the City Council re-convened at 9:45 p.m. by the following vote on roll call:

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

REPORT OUT OF CLOSED SESSION- CITY MANAGER EMPLOYMENT

Chief Deputy City Attorney Ruth Rugley reported out that during the closed session, the City Council unanimously voted to offer employment to **Craig J. Cornwell** as **City Manager** for two (2) years effective Monday July 8, 2019. Deputy City Attorney Rugley further reported that the motion was made by Galvan, and seconded by McCoy. The roll call vote to offer the position of City Manager to Craig Cornwell was as follows:

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

ADJOURNMENT

On motion by Sharif, seconded by McCoy the meeting was adjourned in memory of **Eldridge Livingston** at 9:47 p.m. by the following vote on roll call:

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

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

REPORT OF ALL WARRANTS

JUNE 2019

CITY CONTROLLER'S OFFICE

RAFAELA T. KING

JUNE 30, 2019

To: MAYOR, CITY COUNCIL, AND CITY MANAGER

From: CITY CONTROLLER

Re: REPORT OF WARRANTS JUNE 2019

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

Total of AP Warrants per Check Register:	**$5,879,641.08**	
Total of Auto/EP Deposits per Check Register:	**$2,028,605.12**	
Total of SA per Check Register:	**$59,096.94**	**$ 7,967,343.14**
Add City Employee Payroll:	**$2,898,162.22**	
Add Council Member Payroll:	**$6,650.00**	**$2,904,812.22**
	Grand Total:	**$10,872,155.39**

Beginning Warrant:	249722
Ending Warrant:	250171
Total Warrants Issued:	475

Beginning Auto Deposit:	64224
Ending Auto Deposit:	64569
Total Auto Deposits Issued:	346
Beginning Successor Agency Warrant:	1680
Ending Successor Agency Warrant:	1689
Total SA checks Issued:	10

Dorothea Young
Accounting Specialist

Rafaela T. King
City Controller

Certification of Warrant Register for April 2019

Warrants:

249722 - 249790
249791 - 249801
249802 - 249821
249822 - 249822
249823 - 249854
249855 - 249863
249864 - 249909
249910 - 249911
249912 - 249913
249914 - 249914
249915 - 249915
249916 - 249949
249950 - 249954
249955 - 249990
249991 - 250023
250024 - 250033
250034 - 250037
250038 - 250064
250066 - 250114
250115 - 250117
250118 - 250141
250142 - 250154
250155 - 250166
250167 - 250171

Auto Deposits:

64224 - 64224
64225 - 64568
64569 - 64569

Successor Agency Warrants:

1680 - 1682
1683 - 1685
1686 - 1687
1688 - 1689

Dorothea Young
Accounting Specialist

Rafaela T. King
City Controller

CASH DISBURSEMENT

June-19

DATE	CHECK NUMBERS	# OF CHECKS	# OF TRANS	AMT TOTALS
6/4/2019	AP00249722-AP00249790	69	141	$ 167,043.32
6/4/2019	AP00249791-AP00249801	11	76	$ 38,685.77
6/4/2019	AP00249802-AP00249821	20	33	$ 180,270.61
6/4/2019	SA00001680-SA00001682	3	4	$ 42,064.18
6/4/2019	AP00249822-AP00249822	1	3	$ 3,324.61
6/11/2019	AP00249823-AP00249854	32	72	$ 384,984.07
6/11/2019	AP00249855-AP00249863	5	145	$ 68,912.54
6/11/2019	AP00249864-AP00249909	46	101	$ 340,227.40
6/11/2019	EP00064224-EP00064224	1	12	$ 1,077,263.10
6/11/2019	SA00001683-SA00001685	3	4	$ 9,329.24
6/12/2019	AP00249910-AP00249911	2	3	$ 403.84
6/12/2019	AP00249912-AP00249913	2	4	$ 623.12
6/12/2019	AP00249914-AP00249914	1	1	$ 273.12
6/13/2019	AP00249915-AP00249915	1	2	$ 1,960.00
6/17/2019	AP00249916-AP00249949	34	58	$ 1,107,854.73
6/18/2019	AP00249950-AP00249954	5	17	$ 7,601.23
6/18/2019	AP00249955-AP00249990	36	75	$ 260,566.06
6/18/2019	SA00001686-SA00001687	2	2	$ 2,005.52
6/19/2019	AP00249991-AP00250023	33	52	$ 2,111,232.06
6/19/2019	AP00250024-AP00250033	10	32	$ 42,877.76
6/24/2019	AP00250034-AP00250037	4	60	$ 3,189.16
6/24/2019	EP00064225-EP00064568	344	631	$ 612,675.16
6/25/2019	AP00250038-AP00250065	28	38	$ 23,854.00
6/25/2019	AP00250066-AP00250114	49	74	$ 581,813.21
6/25/2019	AP00250115-AP00250117	2	37	$ 45,761.68
6/25/2019	EP00064569-EP00064569	1	3	$ 338,666.86
6/25/2019	AP00250118-AP00250141	24	60	$ 130,389.91
6/26/2019	AP00250142-AP00250154	13	44	$ 31,469.41
6/26/2019	SA00001688-SA00001689	2	4	$ 5,698.00
6/27/2019	AP00250167-AP00250171	5	5	$ 7,300.00
6/27/2019	AP00250155-AP00250166	12	20	$ 339,023.47
6/27/2019	AP00250167-AP00250171	5	5	$ 7,300.00
TOTALS		801	1813	$ 7,628,319.67

GENERAL CITY ACCOUNT

*AP = GENERAL LEDGER PHYSICAL CHECKS

*EFT = ELECTRONIC FUNDS TRANSFER

*EP = ELECTRONIC PAYMENT

SUCCESOR AGENCY ACCOUNT

*SA = SUCCESSOR AGENCY

CASH DISBURSEMENT

June-19

DATE	CHECK NUMBERS	# OF CHECKS	# OF TRANS	AMT TOTALS
6/13/2019	GL12415-GL12424	10		$ 213,112.15
6/20/2019	GL12425-GL12429	5		$ 4,534.46
6/27/2019	GL12430-GL12452	23		$ 40,338.19
			TOTAL	$ 257,984.80
6/6/2019	WC80411-WC80539	129		$ 38,253.18
6/13/2019	WC80540-WC80633	94		$ 72,623.16
6/20/2019	WC80634-WC80766	133		$ 58,433.65
6/27/2019	WC80767-WC80928	162		$ 60,431.77
			TOTAL	$ 229,741.76
TOTALS		556		$ 487,726.56

RISK MANAGEMENT

*GL = GENERAL LIABILITY CHECKS

*WC = WORKER'S COMPENSATION CHECKS

AP WARRANTS

VOIDS ORIGINATING JUNE 2019

CHECK NUMBER	CHECK DATE	VOID DATE		CHECK AMOUNT	VOID REASON
249773	6/4/2019	6/24/2019	$	250.00	Return-no such address
249811	6/4/2019	6/5/2019	$	32.72	Invoice name differ from name on
249828	6/11/2019	6/26/2019	$	680.00	2nd check returned address incorrect
249875	6/11/2019	6/12/2019	$	331.74	Wrong amount S/B $165.87
249880	6/11/2019	6/12/2019	$	623.12	Stipend &reimburse S/B separate cks
249913	6/12/2019	6/12/2019	$	273.12	Not paid off of Po/to be re-isued
249971	6/18/2019	6/20/2019	$	3,375.00	S/B succesor agency check
250081	6/25/2019	6/26/2019	$	1,896.13	Invoice number incorrect

SUBTOTAL	$	7,211.83

VOIDS ISSUED PRIOR TO JUNE 2019

CHECK NUMBER	CHECK DATE	VOID DATE		CHECK AMOUNT	VOID REASON
247579	12/19/2018	6/24/2019	$	6,371.00	Ck not rec'd in mail re-issued
248505	3/5/2019	6/26/2019	$	200.00	Check returned
249118	4/16/2019	4/16/2019	$	7,751.15	tale Dated-reissued
249580	5/11/2019	6/5/2019	$	14,850.00	Dept req-wrong amt charged for svs

SUBTOTAL	$	29,172.15

AUTO DEPOSITS

VOIDS ORIGINATING IN JUNE 2019

EFT NUMBER	EFT DATE	VOID DATE		EFT AMOUNT	VOID REASON
63952	6/1/2019	6/12/2019	$	9,512.00	ACH return/UTL acount

SUBTOTAL	$	9,512.00

VOIDS ISSUED PRIOR TO JUNE 2019

EFT NUMBER	EFT DATE	VOID DATE	EFT AMOUNT	VOID REASON
		SUBTOTAL	$ -	

SUCCESSOR AGENGY

SA NUMBER	SA DATE	VOID DATE	SA AMOUNT	VOID REASON
1683	6/11/2019	6/13/2019	1,830.00	Typing error
		SUBTOTAL	$ 1,830.00	

TOTAL AMT VOIDED	$	24,924.83
TOTAL NUMBER OF CHECKS VOIDED		14
TOTAL AMT OF WARRANTS VOIDED ORIGINATING IN JUNE		$7,211.83
TOTAL NUMBER OF WARRANTS VOIDED ORIGINATING IN JUNE		8
TOTAL AMT OF WARRANTS VOIDED PRIOR TO JUNE	$	21,421.00
TOTAL NUMBER OF WARRANTS VOIDED PRIOR TO JUNE		4
TOTAL AMT OF AUTO DEPOS. VOIDED ORIGINATING IN JUNE		$9,512.00
TOTAL NUMBER OF AUTO DEPOS. VOIDED ORIGINATING IN JUNE		1
TOTAL AMT OF AUTO DEPOS. VOIDED PRIOR TO JUNE		$0.00
TOTAL NUMBER OF AUTO DEPOS. VOIDED PRIOR TO JUNE		0
TOTAL AMT OF SUCCESSOR AGENCY VOIDED IN JUNE		$1,830.00
TOTAL NUMBER OF SUCCESSOR AGENCY VOIDED IN JUNE		1

City of Compton

Consolidated Checks Register

06/01/2019 to 06/30/2019

Job Number: 1354721

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00249722	10008141	ACCELA INC	INV-ACC45832	OH	06/04/2019		MW	IS	$197.92
AP CHK 00249723	T18150	JOSE ALGIRE	1324 E CRANE	OH	06/04/2019		MW	IS	$75.45
AP CHK 00249724	00025519	ALL CITY MANAGEMENT SERVICES INC	61858	OH	06/04/2019		MW	IS	$39,524.79
AP CHK 00249725	T18151	GABRIELA ALVARADO	1206 W PIRU	OH	06/04/2019		MW	IS	$89.40
AP CHK 00249726	10006181	AQUA FLO SUPPLY	SD0475968	OH	06/04/2019		MW	IS	$523.52
AP CHK 00249727	10005295	B & M LAWN AND GARDEN INC	442243	OH	06/04/2019		MW	IS	$224.37
AP CHK 00249728	00100790	BLUE DIAMOND MATERIALS	1480983	OH	06/04/2019		MW	IS	$2,659.47
AP CHK 00249729	10008941	CALIFORNIA UTILITIES EMERGENCY AS	1920044	OH	06/04/2019		MW	IS	$500.00
AP CHK 00249730	10005335	CALIFORNIA WATER ENVIRONMENT AS	ID# 0003254341	OH	06/04/2019		MW	IS	$188.00
AP CHK 00249731	10001406	CINTAS CORPORATION #053	4022479752	OH	06/04/2019		MW	IS	$204.16
AP CHK 00249732	10007677	CITIBANK N.A.	7110670	OH	06/04/2019		MW	IS	$2,813.99
AP CHK 00249733	00153905	CITY OF COMPTON PETTY CASH	16326	OH	06/04/2019		MW	IS	$883.39
AP CHK 00249734	00405030	CITY OF INGLEWOOD	311904	OH	06/04/2019		MW	IS	$10,847.27
AP CHK 00249735	00208010	COMPTON UNIFIED SCH DIST	1001-34	OH	06/04/2019		MW	IS	$540.00
AP CHK 00249736	10009214	RICHARD J DAIGLE	5666	OH	06/04/2019		MW	IS	$2,850.00
AP CHK 00249737	10008076	MARK D DECOLLIBUS	051419-2	OH	06/04/2019		MW	IS	$3,550.00
AP CHK 00249738	00835060	DS SERVICES OF AMERICA INC	15916633 05111	OH	06/04/2019		MW	IS	$62.95
AP CHK 00249739	00274438	DUNN-EDWARDS CORPORATION	2074308696	OH	06/04/2019		MW	IS	$151.42
AP CHK 00249740	00292880	FEDERAL EXPRESS CORP	6-533-41210	OH	06/04/2019		MW	IS	$60.29
AP CHK 00249741	10008467	FIESTA COOPERATIVE INC	4230	OH	06/04/2019		MW	IS	$2,579.43
AP CHK 00249742	00307719	FONTENOT TOW SERVICE	59313	OH	06/04/2019		MW	IS	$135.00
AP CHK 00249743	10004463	GALLS	BC0835586	OH	06/04/2019		MW	IS	$483.39
AP CHK 00249744	10009136	MIKE GIRGIS	6106	OH	06/04/2019		MW	IS	$590.06
AP CHK 00249745	10009139	GOODIES LLC	12709	OH	06/04/2019		MW	IS	$436.59
AP CHK 00249746	00349350	GRAINGER	9165223398	OH	06/04/2019		MW	IS	$116.19
AP CHK 00249747	10008354	JOANNE HARTFIELD	5/16/19 MTG	OH	06/04/2019		MW	IS	$50.00
AP CHK 00249748	10004433	FRANCES D HAYES	5/16/19 MTG	OH	06/04/2019		MW	IS	$50.00
AP CHK 00249749	10004439	FRED HOBBS	5/16/19 MTG	OH	06/04/2019		MW	IS	$50.00
AP CHK 00249750	10005591	INFOSEND INC	153916	OH	06/04/2019		MW	IS	$26,567.25
AP CHK 00249751	10008891	JIM J FORBES	1122	OH	06/04/2019		MW	IS	$1,760.00
AP CHK 00249752	00451363	KELLY PAPER COMPANY	9705993	OH	06/04/2019		MW	IS	$805.18
AP CHK 00249753	10008697	KS SPORTSWEAR TRADING INC	10761	OH	06/04/2019		MW	IS	$996.00
AP CHK 00249754	00302741	L A COUNTY SHERIFF	193768CY	OH	06/04/2019		MW	IS	$1,899.83
AP CHK 00249755	10009082	LA TRUCK & AUTO INC	5156-108515	OH	06/04/2019		MW	IS	$103.85

City of Compton

Consolidated Checks Register

06/01/2019 to 06/30/2019

Job Number: 1354721

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00249756	00475500	LINDSAY LUMBER COMPANY	440918	OH	06/04/2019		MW	IS	$1,709.12
AP CHK 00249757	10008244	LOGOS TWO	114906	OH	06/04/2019		MW	IS	$376.68
AP CHK 00249758	T17133	TED D LONGMIRE	V#086254 REFI	OH	06/04/2019		MW	IS	$250.00
AP CHK 00249759	10003516	LOS ANGELES CO PUBLIC WORKS	RE-PW1904080-	OH	06/04/2019		MW	IS	$631.40
AP CHK 00249760	00514125	M & M AUTO PARTS	C-28	OH	06/04/2019		MW	IS	$1,392.46
AP CHK 00249761	10009200	MARTIN FRENCH	004	OH	06/04/2019		MW	IS	$980.00
AP CHK 00249762	10003643	MAUREEN KANE & ASSOCIATES	TAMEKA COO	OH	06/04/2019		MW	IS	$1,550.00
AP CHK 00249763	10007898	NESTLE WATERS NORTH AMERICA	19D3733760007	OH	06/04/2019		MW	IS	$208.43
AP CHK 00249764	10004183	NEW WEST LANDSCAPING	3242	OH	06/04/2019		MW	IS	$6,226.00
AP CHK 00249765	10009216	NORMAN CARTER	INV0019	OH	06/04/2019		MW	IS	$1,000.00
AP CHK 00249766	00650802	OFFICE DEPOT	310837678001	OH	06/04/2019		MW	IS	$101.92
AP CHK 00249767	T18117	MARCELA PIZARRO	V# 087121 REFI	OH	06/04/2019		MW	IS	$250.00
AP CHK 00249768	T18172	POSITIVE RESULTS	V# 087228 REFI	OH	06/04/2019		MW	IS	$250.00
AP CHK 00249769	10008741	SUSAN PRIVITERA-JOHNSON	2019-05-001	OH	06/04/2019		MW	IS	$6,477.50
AP CHK 00249770	10000788	PUBLIC AGENCY TRAINING COUNCIL	239886	OH	06/04/2019		MW	IS	$325.00
AP CHK 00249771	10005980	QUILL CORPORATION	7037105	OH	06/04/2019		MW	IS	$100.82
AP CHK 00249772	10009115	S & H ENTERPRISES INC	6269	OH	06/04/2019		MW	IS	$7,040.00
AP CHK 00249773	T18173	CHRIS SADDLER	V# 88208 REFD	OH	06/04/2019		MW	RV	$250.00
AP CHK 00249774	T18166	LUIS SAGASTUME	BL 19-000414 R	OH	06/04/2019		MW	IS	$183.00
AP CHK 00249775	10007103	VICTOR J SANCHEZ	1548	OH	06/04/2019		MW	IS	$148.84
AP CHK 00249776	T18167	JOHN SCOGGIN	512 N TAMARI	OH	06/04/2019		MW	IS	$74.08
AP CHK 00249777	T17621	SCWJ LLC	153E S WILMIN	OH	06/04/2019		MW	IS	$109.49
AP CHK 00249778	T18051	DAVEYEON SHALLOWHORN	CIT#100229048	OH	06/04/2019		MW	IS	$83.00
AP CHK 00249779	T16545	KEENAN SMITH	1311 W BRAZII	OH	06/04/2019		MW	IS	$179.81
AP CHK 00249780	00818749	SO CA REGIONAL RAIL AUTHORITY	212586	OH	06/04/2019		MW	IS	$2,702.00
AP CHK 00249781	00846370	STAPLES ADVANTAGE	3413693400	OH	06/04/2019		MW	IS	$1,998.06
AP CHK 00249782	10007531	STEPHAN JONES ELECTRICAL	2136	OH	06/04/2019		MW	IS	$529.00
AP CHK 00249783	10000178	STEVEN ENTERPRISES INC	0414796-IN	OH	06/04/2019		MW	IS	$819.76
AP CHK 00249784	T18168	TK PROPERTIES LLC	183 RACQUET	OH	06/04/2019		MW	IS	$228.96
AP CHK 00249785	10007642	UNIFIRST CORPORATION	324 2234497	OH	06/04/2019		MW	IS	$306.56
AP CHK 00249786	00930000	WALTERS WHOLESALE ELECTRIC CO	S113091370.002	OH	06/04/2019		MW	IS	$1,777.87
AP CHK 00249787	T18174	JOYCE WASHINGTON	V#087039 REFI	OH	06/04/2019		MW	IS	$250.00
AP CHK 00249788	00934060	WATER REPLENISHMENT DISTRICT OF	CBWM19-027	OH	06/04/2019		MW	IS	$19,900.96
AP CHK 00249789	10004949	WATERLINE TECHNOLOGIES INC	5454782	OH	06/04/2019		MW	IS	$3,938.95

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00249790	10008903	ZOLL MEDICAL CORPORATION	2768550	OH	06/04/2019		MW	IS	$2,124.49
AP CHK 00249791	10003356	AT & T	9604498966	OH	06/04/2019		MW	IS	$420.51
AP CHK 00249792	10007691	AT&T	290081149	OH	06/04/2019		MW	IS	$760.88
AP CHK 00249793	10007587	AT&T CORP	8310007476620	OH	06/04/2019		MW	IS	$6,398.56
AP CHK 00249794	10008457	FRONTIER CALIFORNIA INC	2091513906030	OH	06/04/2019		MW	IS	$531.59
AP CHK 00249795	00336736	GOLDEN STATE WATER CO	88919000005	OH	06/04/2019		MW	IS	$117.45
AP CHK 00249796	00685000	LIBERTY UTILITIES (PARK WATER) COR	026882	OH	06/04/2019		MW	IS	$1,439.02
AP CHK 00249797	00682500	PARAMOUNT WATER DISTRICT	16-0013-00	OH	06/04/2019		MW	IS	$4,849.48
AP CHK 00249798	00811270	SO CA EDISON	2368635876	OH	06/04/2019		MW	IS	$13,198.05
AP CHK 00249799	00815000	SOUTHERN CALIFORNIA GAS COMPANY	17570144000	OH	06/04/2019		MW	IS	$6,029.01
AP CHK 00249800	10008371	T-MOBILE USA INC	953790872	OH	06/04/2019		MW	IS	$1,628.34
AP CHK 00249801	10005571	TIME WARNER NY CABLE LLC	84483005010827	OH	06/04/2019		MW	IS	$3,312.88
AP CHK 00249802	10008507	AJ NURSERY INC	11-13-18	OH	06/04/2019		MW	IS	$1,900.00
AP CHK 00249803	T18191	YVETTE P BENAVIDES	CIT#100217820	OH	06/04/2019		MW	IS	$145.00
AP CHK 00249804	10008106	CA CITIES FOR SELF-RELIANCE	188	OH	06/04/2019		MW	IS	$33,000.00
AP CHK 00249805	10007469	CALIFORNIA PEST MANAGEMENT INC	219402	OH	06/04/2019		MW	IS	$1,050.00
AP CHK 00249806	10001783	CALMAT CO DBA VULCAN MATERIALS	72203297	OH	06/04/2019		MW	IS	$865.75
AP CHK 00249807	10001406	CINTAS CORPORATION #053	5013717358	OH	06/04/2019		MW	IS	$333.35
AP CHK 00249808	10009206	CIVIC CONSTRUCTION ASSOCIATES	SG-01-19	OH	06/04/2019		MW	IS	$121,030.00
AP CHK 00249809	T18192	CORVETTE OF CHOICE	V#087243 REFI	OH	06/04/2019		MW	IS	$250.00
AP CHK 00249810	T18193	CUSD	V#087144 REFI	OH	06/04/2019		MW	IS	$250.00
AP CHK 00249811	10009213	DR MYERS DISTRIBUTING CO INC	755072	OH	06/04/2019		MW	RV	$32.72
AP CHK 00249812	00274438	DUNN-EDWARDS CORPORATION	2014428447	OH	06/04/2019		MW	IS	$489.82
AP CHK 00249813	00292880	FEDERAL EXPRESS CORP	6-556-28845	OH	06/04/2019		MW	IS	$29.42
AP CHK 00249814	10008181	ITCONNECT INC	164394	OH	06/04/2019		MW	IS	$3,692.63
AP CHK 00249815	00426990	JETRO CASH & CARRY	154190	OH	06/04/2019		MW	IS	$222.35
AP CHK 00249816	10008869	MARK KADESH	6-19	OH	06/04/2019		MW	IS	$16,000.00
AP CHK 00249817	10009176	MARYBELLE F REYES	4/8-4/12/19 ML	OH	06/04/2019		MW	IS	$209.38
AP CHK 00249818	10005455	WILLIAM ROSA	4/26/19 BOOT P	OH	06/04/2019		MW	IS	$200.00
AP CHK 00249819	10006032	WESLEY SIUFANUA	5/15/19 BOOT P	OH	06/04/2019		MW	IS	$155.14
AP CHK 00249820	00846370	STAPLES ADVANTAGE	3408222114	OH	06/04/2019		MW	IS	$65.48
AP CHK 00249821	10004248	UNITED SITE SERVICES OF CA INC	114-8494878	OH	06/04/2019		MW	IS	$349.57
AP CHK 00249822	10004287	VOYAGER INC	869170274917	OH	06/04/2019		MW	IS	$3,324.61
AP CHK 00249823	10008156	AFFORDABLE HOUSING NETWORK LLC	HA8024	OH	06/11/2019		MW	IS	$625.00

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00249824	10008885	ALBRIGHT YEE & SCHMIT APC	25818	OH	06/11/2019		MW	IS	$8,848.78
AP CHK 00249825	10003356	AT & T	3342519883	OH	06/11/2019		MW	IS	$1,037.60
AP CHK 00249826	10007691	AT&T	292644454	OH	06/11/2019		MW	IS	$250.99
AP CHK 00249827	10007588	AT&T MOBILITY II LLC	832948075	OH	06/11/2019		MW	IS	$5,426.72
AP CHK 00249828	10004786	BERLITZ LANGUAGES INC	001616 19-0000	OH	06/11/2019		MW	RV	$680.00
AP CHK 00249829	10001482	CALIFORNIA WATER SERVICE	8113215277	OH	06/11/2019		MW	IS	$1,138.58
AP CHK 00249830	10008963	CENTEXT LEGAL SERVICES LLC	171765	OH	06/11/2019		MW	IS	$554.00
AP CHK 00249831	10008783	COOPERATIVE ORGANIZATION FOR THI	0004285	OH	06/11/2019		MW	IS	$2,600.00
AP CHK 00249832	10009000	DDS LEGAL SUPPORT SYSTEMS INC	413679	OH	06/11/2019		MW	IS	$95.00
AP CHK 00249833	10002641	DELUXE FOR BUSINESS	02044046694	OH	06/11/2019		MW	IS	$296.53
AP CHK 00249834	00255345	DEPT OF JUSTICE	370762	OH	06/11/2019		MW	IS	$352.00
AP CHK 00249835	10009213	DR MYERS DISTRIBUTING CO INC	755072	OH	06/11/2019		MW	IS	$32.72
AP CHK 00249836	10006916	DUDEK	20190952	OH	06/11/2019		MW	IS	$158,212.59
AP CHK 00249837	10004623	DEBRA H DUNCAN	190521	OH	06/11/2019		MW	IS	$800.00
AP CHK 00249838	00310055	FRYS ELECTRONICS	22105698	OH	06/11/2019		MW	IS	$589.11
AP CHK 00249839	10008647	L A CO DISTRICT ATTORNEYS OFFICE	19-1025	OH	06/11/2019		MW	IS	$555.48
AP CHK 00249840	10009082	LA TRUCK & AUTO INC	5156-109883	OH	06/11/2019		MW	IS	$60.12
AP CHK 00249841	10006459	MARIA S LOPEZ	726	OH	06/11/2019		MW	IS	$775.00
AP CHK 00249842	00650802	OFFICE DEPOT	297877203001	OH	06/11/2019		MW	IS	$158.62
AP CHK 00249843	10001748	PRAXAIR DISTRIBUTION	89422508	OH	06/11/2019		MW	IS	$235.09
AP CHK 00249844	00732280	RICHARDS WATSON & GERSHON	221779	OH	06/11/2019		MW	IS	$45,207.25
AP CHK 00249845	10007103	VICTOR J SANCHEZ	1579	OH	06/11/2019		MW	IS	$165.38
AP CHK 00249846	10007654	SANDERS ROBERTS LLP	998	OH	06/11/2019		MW	IS	$6,884.64
AP CHK 00249847	10008915	ASHLEY SANELLO	16	OH	06/11/2019		MW	IS	$2,833.00
AP CHK 00249848	00811270	SO CA EDISON	2293433249	OH	06/11/2019		MW	IS	$142,426.62
AP CHK 00249849	10009172	SOUTH BAY ELECTRIC MOTORS	26042	OH	06/11/2019		MW	IS	$691.71
AP CHK 00249850	10000178	STEVEN ENTERPRISES INC	0415796-IN	OH	06/11/2019		MW	IS	$651.60
AP CHK 00249851	10005299	TAJ TRADING CORPORATION	0040728-001	OH	06/11/2019		MW	IS	$489.01
AP CHK 00249852	10005571	TIME WARNER NY CABLE LLC	84483005009591	OH	06/11/2019		MW	IS	$103.06
AP CHK 00249853	10005202	TURNOUT MAINTENANCE COMPANY LI	20824	OH	06/11/2019		MW	IS	$1,666.00
AP CHK 00249854	10008903	ZOLL MEDICAL CORPORATION	2879126	OH	06/11/2019		MW	IS	$541.87
AP CHK 00249855	VOID.CONT	Void - Continued Stub	CONTINUE	OH	06/11/2019		VM	VD	$0.00
AP CHK 00249856	VOID.CONT	Void - Continued Stub	CONTINUE	OH	06/11/2019		VM	VD	$0.00
AP CHK 00249857	VOID.CONT	Void - Continued Stub	CONTINUE	OH	06/11/2019		VM	VD	$0.00

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06/01/2019 to 06/30/2019 Job Number: 1358388

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00249858	VOID.CONT	Void - Continued Stub	CONTINUE	OH	06/11/2019		VM	VD	$0.00
AP CHK 00249859	00202600	COMPTON MUNICIPAL WATER CO	4346105010	OH	06/11/2019		MW	IS	$60,088.47
AP CHK 00249860	00336736	GOLDEN STATE WATER CO	17682300003	OH	06/11/2019		MW	IS	$55.96
AP CHK 00249861	08881031	SMOG PROS	60574 2	OH	06/11/2019		MW	IS	$1,035.00
AP CHK 00249862	00815000	SOUTHERN CALIFORNIA GAS COMPANY	12400621004	OH	06/11/2019		MW	IS	$62.50
AP CHK 00249863	10001363	VERIZON WIRELESS - LA	36111507300001	OH	06/11/2019		MW	IS	$7,670.61
AP CHK 00249864	10006620	CHARLENE PAULETTE GARVEY ANDER	5/9/19 SPCL MT	OH	06/11/2019		MW	IS	$350.00
AP CHK 00249865	10007587	AT&T CORP	8310007476620	OH	06/11/2019		MW	IS	$10,629.98
AP CHK 00249866	10003022	ELIZABETH ATKINSON	5/15/19 MTG	OH	06/11/2019		MW	IS	$150.00
AP CHK 00249867	10007224	ANGELA BURRELL	5/9/19 SPCL MT	OH	06/11/2019		MW	IS	$200.00
AP CHK 00249868	10007928	TOMAS CARLOS	4/3/19 MTG	OH	06/11/2019		MW	IS	$20.00
AP CHK 00249869	00153905	CITY OF COMPTON PETTY CASH	16322	OH	06/11/2019		MW	IS	$166.58
AP CHK 00249870	10004663	DRISCOLL ELECTRIC INC	1020	OH	06/11/2019		MW	IS	$6,870.00
AP CHK 00249871	00835060	DS SERVICES OF AMERICA INC	4479447 052619	OH	06/11/2019		MW	IS	$101.87
AP CHK 00249872	10008601	HARTSELL DUHART	5/9/19 SPCL MT	OH	06/11/2019		MW	IS	$350.00
AP CHK 00249873	00274445	DUTHIE POWER SERVICES	S64874	OH	06/11/2019		MW	IS	$995.11
AP CHK 00249874	T18194	EVGO SERVICES LLC	909 S CENTRAI	OH	06/11/2019		MW	IS	$2,249.86
AP CHK 00249875	10008457	FRONTIER CALIFORNIA INC	20915138930223	OH	06/11/2019		MW	RV	$331.74
AP CHK 00249876	10007937	KINIKIA GARDNER	5/15/19 MTG	OH	06/11/2019		MW	IS	$150.00
AP CHK 00249877	00336680	ALITA GODWIN	5/19/19 TRVLRI	OH	06/11/2019		MW	IS	$128.72
AP CHK 00249878	10002915	JUANITA GREEN-WRIGHT	5/15/19 MTG	OH	06/11/2019		MW	IS	$150.00
AP CHK 00249879	10009224	GROWTH MINDSET COMMUNICATIONS	3	OH	06/11/2019		MW	IS	$15,645.00
AP CHK 00249880	10009113	LEROY GUILLORY	THANK U CLO	OH	06/11/2019		MW	RV	$623.12
AP CHK 00249881	10009118	GREGORY L HAYNES	5/9/19 MTG	OH	06/11/2019		MW	IS	$350.00
AP CHK 00249882	10004695	HD SUPPLY CONSTRUCTION SUP LTD DI	50010276364	OH	06/11/2019		MW	IS	$2,244.66
AP CHK 00249883	10007931	DAVID COLIN HEFFLIN	4/3/19 MTG	OH	06/11/2019		MW	IS	$20.00
AP CHK 00249884	10007929	BARBRA KEYES	4/3/19 MTG	OH	06/11/2019		MW	IS	$20.00
AP CHK 00249885	10007930	CORINTH KING	4/3/19 MTG	OH	06/11/2019		MW	IS	$20.00
AP CHK 00249886	10005223	KNORR SYSTEMS INC	SI212450	OH	06/11/2019		MW	IS	$3,519.18
AP CHK 00249887	10008972	KEAHNA LEWIS	5/15/19 MTG	OH	06/11/2019		MW	IS	$150.00
AP CHK 00249888	00487242	LOS ANGELES COUNTY	19-4010	OH	06/11/2019		MW	IS	$8,305.15
AP CHK 00249889	10009159	MARS ENVIRONMENTAL INC	110291	OH	06/11/2019		MW	IS	$29,865.33
AP CHK 00249890	10009200	MARTIN FRENCH	006	OH	06/11/2019		MW	IS	$1,900.00
AP CHK 00249891	10007786	MOBILE MINI LLC	9006404111	OH	06/11/2019		MW	IS	$120.39

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00249892	10003518	NEOPOST INC	40128081	OH	06/11/2019		MW	IS	$44.10
AP CHK 00249893	10008971	NUNEZ ENTERPRISE INC	164991	OH	06/11/2019		MW	IS	$2,813.15
AP CHK 00249894	10008920	ONSOLVE INTERMEDIATE HOLDING CO	INV5466178596	OH	06/11/2019		MW	IS	$27,300.00
AP CHK 00249895	10005660	PAY PLUS BENEFITS INC	20360	OH	06/11/2019		MW	IS	$327.00
AP CHK 00249896	10008950	PUERTA DE HIERRO	27907	OH	06/11/2019		MW	IS	$125.93
AP CHK 00249897	10009188	R E SCHULTZ CONSTRUCTION INC	3618	OH	06/11/2019		MW	IS	$197,584.00
AP CHK 00249898	10009178	RG BECK AZ INC	SO-00043259	OH	06/11/2019		MW	IS	$3,861.57
AP CHK 00249899	10008300	SHRED-IT US JV LLC	9424686021	OH	06/11/2019		MW	IS	$63.18
AP CHK 00249900	10007455	SONSRAY MACHINERY LLC	P29002-03	OH	06/11/2019		MW	IS	$3,108.43
AP CHK 00249901	00846370	STAPLES ADVANTAGE	3414785229	OH	06/11/2019		MW	IS	$1,771.91
AP CHK 00249902	10001753	THOMPSON TROPHY MFG INC	58188	OH	06/11/2019		MW	IS	$32.85
AP CHK 00249903	10008344	TRIPHENIA SIMMONS	5/29/19 EXP RE	OH	06/11/2019		MW	IS	$325.34
AP CHK 00249904	10007642	UNIFIRST CORPORATION	324 2237526	OH	06/11/2019		MW	IS	$306.56
AP CHK 00249905	10009067	ANTHONY WARD	4/22/19 EXP RE	OH	06/11/2019		MW	IS	$508.43
AP CHK 00249906	10004949	WATERLINE TECHNOLOGIES INC	5455973	OH	06/11/2019		MW	IS	$401.69
AP CHK 00249907	10006163	WELLS FARGO FINANCIAL LEASING	90747218	OH	06/11/2019		MW	IS	$2,083.11
AP CHK 00249908	10009146	WEST COAST OFFICE SYSTEMS INC	1827	OH	06/11/2019		MW	IS	$13,787.28
AP CHK 00249909	00978990	ZUMAR INDUSTRIES	83640	OH	06/11/2019		MW	IS	$156.18
AP CHK 00249910	10008457	FRONTIER CALIFORNIA INC	2091513893022	OH	06/12/2019		MW	IS	$165.87
AP CHK 00249911	00685000	LIBERTY UTILITIES (PARK WATER) COR	021415	OH	06/12/2019		MW	IS	$237.97
AP CHK 00249912	10009113	LEROY GUILLORY	5/9/19 SPECL M	OH	06/12/2019		MW	IS	$350.00
AP CHK 00249913	10009113	LEROY GUILLORY	THANK U CLO	OH	06/12/2019		MW	RV	$273.12
AP CHK 00249914	T18214	LEROY GUILLORY	THANK YOU C	OH	06/12/2019		MW	IS	$273.12
AP CHK 00249915	10009219	94 X 50 OFFICIATING SERVICES	102	OH	06/13/2019		MW	IS	$1,960.00
AP CHK 00249916	10008830	ALEXANDERS CONTRACT SERVICES INC	102207	OH	06/17/2019		MW	IS	$2,268.60
AP CHK 00249917	10007975	AMERICAN EXPRESS TRAVEL RELATED	3787 504953710	OH	06/17/2019		MW	IS	$2,154.80
AP CHK 00249918	T16782	BRECKENRIDGE PROPERTY FUND 2016	2283600070	OH	06/17/2019		MW	IS	$1,209.47
AP CHK 00249919	T18195	ANA CASTILLO	1026410050	OH	06/17/2019		MW	IS	$30.84
AP CHK 00249920	10002469	CDWG	SQD4567	OH	06/17/2019		MW	IS	$485.27
AP CHK 00249921	T18196	XINGTONG CHEN	1237945040	OH	06/17/2019		MW	IS	$83.69
AP CHK 00249922	10001406	CINTAS CORPORATION #053	4023326869	OH	06/17/2019		MW	IS	$242.51
AP CHK 00249923	10007648	CONSOLIDATED DISPOSAL SERVICES LI	APR-19	OH	06/17/2019		MW	IS	$1,089,833.47
AP CHK 00249924	10006009	CYBERSOURCE CORPORATION	623675389955	OH	06/17/2019		MW	IS	$2,475.00
AP CHK 00249925	00835060	DS SERVICES OF AMERICA INC	15993498 06081	OH	06/17/2019		MW	IS	$64.27

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00249926	T18197	JOHN EPPS	2084160050	OH	06/17/2019		MW	IS	$229.73
AP CHK 00249927	00292880	FEDERAL EXPRESS CORP	6-569-39881	OH	06/17/2019		MW	IS	$29.42
AP CHK 00249928	T18198	EDITH GUERRERO	1064220070	OH	06/17/2019		MW	IS	$34.76
AP CHK 00249929	T18199	GYN GROUP LLC	2031790120	OH	06/17/2019		MW	IS	$36.42
AP CHK 00249930	T18200	VALARIEA HARPS	1247330050	OH	06/17/2019		MW	IS	$4.43
AP CHK 00249931	T18201	JOSE HERRERA	2102260060	OH	06/17/2019		MW	IS	$1.66
AP CHK 00249932	T17706	KB HOME CALIFORNIA LLC	1138600010	OH	06/17/2019		MW	IS	$453.95
AP CHK 00249933	T18202	JOSE LOZANO	1238055040	OH	06/17/2019		MW	IS	$33.70
AP CHK 00249934	T18203	MICHAEL MACKIE	1221425090	OH	06/17/2019		MW	IS	$190.89
AP CHK 00249935	T18208	TERESA MARQUEZ	2229590040	OH	06/17/2019		MW	IS	$105.15
AP CHK 00249936	00555000	METROPOLITAN WATER DISTRICT OF S	9725	OH	06/17/2019		MW	IS	$1,765.87
AP CHK 00249937	T18204	MAURICIO PAREDES	2030690130	OH	06/17/2019		MW	IS	$86.17
AP CHK 00249938	10008573	PARKHOUSE TIRE SERVICE INC	1010676819	OH	06/17/2019		MW	IS	$1,352.57
AP CHK 00249939	10008741	SUSAN PRIVITERA-JOHNSON	2019-05-002	OH	06/17/2019		MW	IS	$1,650.00
AP CHK 00249940	T18205	JAVIER QUIROZ MAGANA	1205950030	OH	06/17/2019		MW	IS	$64.35
AP CHK 00249941	T18206	CASTRO RAUL	1034470020	OH	06/17/2019		MW	IS	$60.32
AP CHK 00249942	10008847	RUSH TRUCK CENTERS WHITTIER	3015037217	OH	06/17/2019		MW	IS	$1,283.13
AP CHK 00249943	T18082	SHEERIN TRUST	2145670090	OH	06/17/2019		MW	IS	$140.88
AP CHK 00249944	00806587	SOUTH COAST AIR QUALITY MGMT DIS'	3427398	OH	06/17/2019		MW	IS	$138.38
AP CHK 00249945	T18207	KESHANNA SPENCER	2052010030	OH	06/17/2019		MW	IS	$24.49
AP CHK 00249946	00846370	STAPLES ADVANTAGE	3414236626	OH	06/17/2019		MW	IS	$69.58
AP CHK 00249947	T18209	UDC CORPORATION	4348995010	OH	06/17/2019		MW	IS	$82.75
AP CHK 00249948	10004949	WATERLINE TECHNOLOGIES INC	5455549	OH	06/17/2019		MW	IS	$1,156.96
AP CHK 00249949	T18210	LINDA WILLIAMS	1026450040	OH	06/17/2019		MW	IS	$11.25
AP CHK 00249950	10003356	AT & T	9604498966	OH	06/18/2019		MW	IS	$420.51
AP CHK 00249951	10002636	AT&T	9391065062	OH	06/18/2019		MW	IS	$1,315.52
AP CHK 00249952	10007691	AT&T	284337858	OH	06/18/2019		MW	IS	$268.50
AP CHK 00249953	00685000	LIBERTY UTILITIES (PARK WATER) COR	026882	OH	06/18/2019		MW	IS	$1,458.76
AP CHK 00249954	00811270	SO CA EDISON	2359303211	OH	06/18/2019		MW	IS	$4,137.94
AP CHK 00249955	10007587	AT&T CORP	8310001505623	OH	06/18/2019		MW	IS	$1,052.72
AP CHK 00249956	10007089	DARNELL BURNETT	4/8-4/12/19 MLC	OH	06/18/2019		MW	IS	$540.85
AP CHK 00249957	00153905	CITY OF COMPTON PETTY CASH	16334	OH	06/18/2019		MW	IS	$302.47
AP CHK 00249958	T18215	D.U.C.M. INC	BL15-001840 RI	OH	06/18/2019		MW	IS	$3,569.07
AP CHK 00249959	10001867	MICHAEL HARVEY	6/12/19 TRAVEI	OH	06/18/2019		MW	IS	$1,268.29

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Job Number: 1363433

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00249960	T18216	ESTEBAN LOPEZ	CIT#100241092	OH	06/18/2019		MW	IS	$60.00
AP CHK 00249961	10008418	MIRACLE RECREATION EQUIPMENT CO	805764	OH	06/18/2019		MW	IS	$9,917.05
AP CHK 00249962	10007923	GAYNELL MONROE	F00118	OH	06/18/2019		MW	IS	$240.00
AP CHK 00249963	00650802	OFFICE DEPOT	325735094001	OH	06/18/2019		MW	IS	$224.87
AP CHK 00249964	10009158	PACIFIC PRODUCTS AND SERVICES LLC	25170	OH	06/18/2019		MW	IS	$9,930.82
AP CHK 00249965	10006535	PNC BANK N.A	478004	OH	06/18/2019		MW	IS	$96,379.75
AP CHK 00249966	10004140	PRIORITY HEATING & AIR CONDITIONIN	S-7927	OH	06/18/2019		MW	IS	$3,980.00
AP CHK 00249967	10005980	QUILL CORPORATION	7863620	OH	06/18/2019		MW	IS	$608.55
AP CHK 00249968	10008496	ARTURO RAMOS	1644	OH	06/18/2019		MW	IS	$2,998.05
AP CHK 00249969	10009043	RICHARD ROJAS	5/19/19 TRVLRI	OH	06/18/2019		MW	IS	$795.94
AP CHK 00249970	10004211	RON'S MAINTENANCE CORP	686	OH	06/18/2019		MW	IS	$32,240.00
AP CHK 00249971	10009066	ROTH & ASSOCIATES	15280-15286	OH	06/18/2019		MW	RV	$3,375.00
AP CHK 00249972	T18213	SANTA LUCIA ICE CREAM	BL19-000591 RI	OH	06/18/2019		MW	IS	$349.00
AP CHK 00249973	00764000	ALEX C SANTOS	RNWL CERT FI	OH	06/18/2019		MW	IS	$90.00
AP CHK 00249974	10008973	SCP DISTRIBUTORS LLC	29371870	OH	06/18/2019		MW	IS	$228.36
AP CHK 00249975	10002585	SERVICE FIRST CONTRACTORS NETWOI	26070	OH	06/18/2019		MW	IS	$2,328.16
AP CHK 00249976	10004666	SOUTH COAST EMERGENCY VEHICLE S'	494162	OH	06/18/2019		MW	IS	$11,796.11
AP CHK 00249977	10009022	SOUTHERN CALIFORNIA MULCH INC	16589	OH	06/18/2019		MW	IS	$604.13
AP CHK 00249978	00846370	STAPLES ADVANTAGE	3414785300	OH	06/18/2019		MW	IS	$829.27
AP CHK 00249979	10004263	STRATEGIC COUNSEL PLC	9891	OH	06/18/2019		MW	IS	$7,500.00
AP CHK 00249980	10005571	TIME WARNER NY CABLE LLC	84483005001196	OH	06/18/2019		MW	IS	$1,989.53
AP CHK 00249981	10006462	TOTAL CORPORATE SOLUTIONS	165011	OH	06/18/2019		MW	IS	$11,610.00
AP CHK 00249982	10008344	TRIPHENIA SIMMONS	TWN HALL MT	OH	06/18/2019		MW	IS	$286.06
AP CHK 00249983	10007642	UNIFIRST CORPORATION	324 2240567	OH	06/18/2019		MW	IS	$306.56
AP CHK 00249984	10004345	URBAN GRAFFITI ENTERPRISES INC	COM21905	OH	06/18/2019		MW	IS	$16,500.00
AP CHK 00249985	10007541	VOLUNTEERS OF AMERICA OF LA	4 CALVIP 17	OH	06/18/2019		MW	IS	$9,893.00
AP CHK 00249986	00926825	MARIE WADE	C0868	OH	06/18/2019		MW	IS	$266.67
AP CHK 00249987	10004949	WATERLINE TECHNOLOGIES INC	5457306	OH	06/18/2019		MW	IS	$584.33
AP CHK 00249988	10000212	WILLDAN ASSOCIATES	00617613	OH	06/18/2019		MW	IS	$27,335.42
AP CHK 00249989	00973958	WORTHINGTON FORD	6440	OH	06/18/2019		MW	IS	$460.12
AP CHK 00249990	00977030	YAMADA CO INC	77720	OH	06/18/2019		MW	IS	$125.91
AP CHK 00249991	10009219	94 X 50 OFFICIATING SERVICES	#103	OH	06/19/2019		MW	IS	$980.00
AP CHK 00249992	10003737	ALLSTAR FIRE EQUIPMENT INC	216007	OH	06/19/2019		MW	IS	$9,945.76
AP CHK 00249993	10008962	ARCHITERRA INC	25815	OH	06/19/2019		MW	IS	$11,123.50

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Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00249994	10007691	AT&T	155012426	OH	06/19/2019		MW	IS	$127.00
AP CHK 00249995	10006529	CA PUBLIC EMPLOYEES' RETIREMENT S	H5NLR3GS6J9	OH	06/19/2019		MW	IS	$898.00
AP CHK 00249996	10005233	CACEO	200009827	OH	06/19/2019		MW	IS	$258.00
AP CHK 00249997	10008547	MARGARITA G CARRILLO	MC030	OH	06/19/2019		MW	IS	$300.00
AP CHK 00249998	10008963	CENTEXT LEGAL SERVICES LLC	172827	OH	06/19/2019		MW	IS	$532.00
AP CHK 00249999	10002435	CITY OF LYNWOOD	006	OH	06/19/2019		MW	IS	$4,826.48
AP CHK 00250000	10008139	CIVILTEC ENGINEERING	40711	OH	06/19/2019		MW	IS	$1,450.00
AP CHK 00250001	10008643	PAULA CLEVELAND	510	OH	06/19/2019		MW	IS	$950.00
AP CHK 00250002	00208010	COMPTON UNIFIED SCH DIST	1001-35	OH	06/19/2019		MW	IS	$480.00
AP CHK 00250003	10009000	DDS LEGAL SUPPORT SYSTEMS INC	415652	OH	06/19/2019		MW	IS	$117.30
AP CHK 00250004	10006007	DOUGLAS INDUSTRIAL MEDICAL CLINI	1949-8116	OH	06/19/2019		MW	IS	$2,060.00
AP CHK 00250005	00835060	DS SERVICES OF AMERICA INC	17274453 05171	OH	06/19/2019		MW	IS	$84.81
AP CHK 00250006	10004623	DEBRA H DUNCAN	190611	OH	06/19/2019		MW	IS	$1,600.00
AP CHK 00250007	10007799	MARY L EDWARDS	A156	OH	06/19/2019		MW	IS	$300.00
AP CHK 00250008	10007552	EVAN BROOKS ASSOCIATES INC	19006-9	OH	06/19/2019		MW	IS	$14,515.00
AP CHK 00250009	10008457	FRONTIER CALIFORNIA INC	20915026940615	OH	06/19/2019		MW	IS	$45.29
AP CHK 00250010	10004463	GALLS	OR12857305	OH	06/19/2019		MW	IS	$14,060.43
AP CHK 00250011	10009136	MIKE GIRGIS	6122	OH	06/19/2019		MW	IS	$32.83
AP CHK 00250012	00336736	GOLDEN STATE WATER CO	88919000005	OH	06/19/2019		MW	IS	$117.45
AP CHK 00250013	10009139	GOODIES LLC	RCPT# 13497	OH	06/19/2019		MW	IS	$466.03
AP CHK 00250014	10007768	DONNA HEFFLIN	A156	OH	06/19/2019		MW	IS	$300.00
AP CHK 00250015	00302741	L A COUNTY SHERIFF	194093CY	OH	06/19/2019		MW	IS	$2,849.74
AP CHK 00250016	00302741	L A COUNTY SHERIFF	194092CY	OH	06/19/2019		MW	IS	$1,894,081.43
AP CHK 00250017	10004289	L A GRINDING CO	I577713	OH	06/19/2019		MW	IS	$74.00
AP CHK 00250018	00235050	L N CURTIS AND SON	468927	OH	06/19/2019		MW	IS	$33,113.87
AP CHK 00250019	10008426	LONG BEACH LINCOLN MERCURY INC	5309951	OH	06/19/2019		MW	IS	$301.13
AP CHK 00250020	10003516	LOS ANGELES CO PUBLIC WORKS	RE-PW1905060	OH	06/19/2019		MW	IS	$24,729.92
AP CHK 00250021	00487210	LOS ANGELES COUNTY	MAY 2019	OH	06/19/2019		MW	IS	$53,851.59
AP CHK 00250022	10007980	LOS ANGELES SUPERIOR COURT	MAY 2019 PRK	OH	06/19/2019		MW	IS	$35,750.50
AP CHK 00250023	10009200	MARTIN FRENCH	007	OH	06/19/2019		MW	IS	$910.00
AP CHK 00250024	10008124	ALL CONTRACTORS WEST INC	CR-5019-VFW-(	OH	06/19/2019		MW	IS	$27,888.00
AP CHK 00250025	10004715	JAMILLE BENABE	7/17/19 TRVL	OH	06/19/2019		MW	IS	$1,633.71
AP CHK 00250026	00100790	BLUE DIAMOND MATERIALS	1502696	OH	06/19/2019		MW	IS	$4,435.77
AP CHK 00250027	10007616	CANON SOLUTIONS AMERICA INC	989049946	OH	06/19/2019		MW	IS	$176.79

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06/01/2019 to 06/30/2019 Job Number: 1364428

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00250028	10008997	ELLIOTT AUTO SUPPLY CO INC	3-1863190	OH	06/19/2019		MW	IS	$683.11
AP CHK 00250029	00349350	GRAINGER	9175182071	OH	06/19/2019		MW	IS	$3,278.66
AP CHK 00250030	10004135	DELMONSHA GREEN	7/17/19 TRVL	OH	06/19/2019		MW	IS	$1,537.16
AP CHK 00250031	10009082	LA TRUCK & AUTO INC	5156-112280	OH	06/19/2019		MW	IS	$921.72
AP CHK 00250032	10008854	RELX INC DBA LEXISNEXIS	3092047102	OH	06/19/2019		MW	IS	$765.00
AP CHK 00250033	10004287	VOYAGER INC	86947-0274	OH	06/19/2019		MW	IS	$1,557.84
AP CHK 00250034	10004007	CITY OF HAWTHORNE HOUSING AUTHC	14610LEMOLI1	OH	06/24/2019		MW	IS	$1,440.58
AP CHK 00250035	10001976	DALLAS HOUSING AUTHORITY	351 CHAPARR/	OH	06/24/2019		MW	IS	$837.58
AP CHK 00250036	T17472	RICARDO DAVIS	UTIL 07-19	OH	06/24/2019		MW	IS	$11.00
AP CHK 00250037	T18212	ANNA ELLIOTT	UTIL 12-18	OH	06/24/2019		MW	IS	$900.00
AP CHK 00250038	10009168	DELOIS ANN ARMSTRONG	869 W RAYMO'	OH	06/24/2019		MW	IS	$1,029.00
AP CHK 00250039	T18114	ANA AVENA	UTIL 07-19	OH	06/24/2019		MW	IS	$10.00
AP CHK 00250040	10009041	BIRDIE C BALDWIN TRUST	426 W RAYMO'	OH	06/24/2019		MW	IS	$1,026.00
AP CHK 00250041	00100811	TURNER BOBBITT	474 W ALONDI	OH	06/24/2019		MW	IS	$827.00
AP CHK 00250042	T18211	LAKISHA BOSWELL	UTIL 07-19	OH	06/24/2019		MW	IS	$10.00
AP CHK 00250043	T17915	MELINDA CAGE	UTIL 07-19	OH	06/24/2019		MW	IS	$89.00
AP CHK 00250044	00147522	THURSTON C CARLOCK II	522 N SLOAN #	OH	06/24/2019		MW	IS	$1,800.00
AP CHK 00250045	00160166	WILLIE COBB	826 W CHERRY	OH	06/24/2019		MW	IS	$613.00
AP CHK 00250046	10009042	DIAMOND 1 LP	323 S WILMINC	OH	06/24/2019		MW	IS	$769.00
AP CHK 00250047	T14124	CONNITA DONALDSON	UTIL 07-19	OH	06/24/2019		MW	IS	$40.00
AP CHK 00250048	T17912	MINETTA FLOWERS	UTIL 07-19	OH	06/24/2019		MW	IS	$10.00
AP CHK 00250049	T13162	NICOLE GRIFFIN	UTIL 07-19	OH	06/24/2019		MW	IS	$1.00
AP CHK 00250050	10008725	CHARMAINE Y GUMMS	1421 S TEMPLE	OH	06/24/2019		MW	IS	$1,301.00
AP CHK 00250051	10008276	HTW MANAGEMENT	1420 TEMPLE	OH	06/24/2019		MW	IS	$571.00
AP CHK 00250052	10008952	INTERNATIONAL INVESTMENTS TRADI	329 MAGNOLI/	OH	06/24/2019		MW	IS	$1,255.00
AP CHK 00250053	10001789	CLAUDE E JONES	717 E OAKS #A	OH	06/24/2019		MW	IS	$6,093.00
AP CHK 00250054	10005730	LARRY EUGENE MASON	444 W ALMONI	OH	06/24/2019		MW	IS	$1,231.00
AP CHK 00250055	10009150	LORENZO MELENDEZ	980 W 152ND S'	OH	06/24/2019		MW	IS	$1,353.00
AP CHK 00250056	10007559	NATIONSTAR MORTGAGE LLC	12625 S WRIGH	OH	06/24/2019		MW	IS	$1,601.00
AP CHK 00250057	10009189	OMG MARKETING VENTURES INC	200CYPRESSBJ	OH	06/24/2019		MW	IS	$1,585.00
AP CHK 00250058	T13915	JANITCHA PARKER-DAFNEY	UTIL 07-19	OH	06/24/2019		MW	IS	$23.00
AP CHK 00250059	10009100	PBP BELL LAKE LLC	445 W PALM #I	OH	06/24/2019		MW	IS	$1,506.00
AP CHK 00250060	T18221	RUBY POWELL	UTIL 07-19	OH	06/24/2019		MW	IS	$6.00
AP CHK 00250061	T17840	ADRIANA RIVERA	UTIL 07-19	OH	06/24/2019		MW	IS	$1.00

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Job Number: 1366685

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00250062	10008923	RULO INVESTMENTS LLC	1920 EL SEGUN	OH	06/24/2019		MW	IS	$987.00
AP CHK 00250063	T18115	KENNETH TAYLOR	UTIL 07-19	OH	06/24/2019		MW	IS	$1.00
AP CHK 00250064	T17914	MELINISE WATTREE	UTIL 07-19	OH	06/24/2019		MW	IS	$57.00
AP CHK 00250065	T17832	TAMIKO WILLIAMS	UTIL 07-19	OH	06/24/2019		MW	IS	$59.00
AP CHK 00250066	T18220	INEZ ADKINS	V#087266 REFI	OH	06/25/2019		MW	IS	$383.00
AP CHK 00250067	T15701	RICHARD ALATORRE	V#087267 REFI	OH	06/25/2019		MW	IS	$491.00
AP CHK 00250068	00152907	AREA E CIVIL DEFENSE AND DISTR BRD	2019-08	OH	06/25/2019		MW	IS	$5,061.00
AP CHK 00250069	10005755	B & M BODY SHOP	1653	OH	06/25/2019		MW	IS	$6,917.69
AP CHK 00250070	T18222	JUSTIN BLAKELY	V#087262 REFI	OH	06/25/2019		MW	IS	$500.00
AP CHK 00250071	10007402	CARTEL INVESTMENT CORPORATION	154648	OH	06/25/2019		MW	IS	$160.00
AP CHK 00250072	T18223	MICHELLE CHAMBERS	V#087269 REFI	OH	06/25/2019		MW	IS	$500.00
AP CHK 00250073	10001406	CINTAS CORPORATION #053	4023788698	OH	06/25/2019		MW	IS	$234.77
AP CHK 00250074	00154050	CITY OF LONG BEACH	4133	OH	06/25/2019		MW	IS	$219.75
AP CHK 00250075	10009206	CIVIC CONSTRUCTION ASSOCIATES	2-CCSP	OH	06/25/2019		MW	IS	$109,250.00
AP CHK 00250076	10007656	CIVIL SOURCE INC	125511	OH	06/25/2019		MW	IS	$36,645.25
AP CHK 00250077	10003143	CLEANSTREET	93607	OH	06/25/2019		MW	IS	$187,479.99
AP CHK 00250078	00160050	CLINICAL LAB OF SAN BERNARDINO	969056	OH	06/25/2019		MW	IS	$655.00
AP CHK 00250079	00225310	COOPERATIVE PERSONNEL SVCS (CP	SOP46940	OH	06/25/2019		MW	IS	$510.00
AP CHK 00250080	10005125	EXPERT PLANT CARE INC	122689	OH	06/25/2019		MW	IS	$720.00
AP CHK 00250081	00292662	FAIR HOUSING FOUNDATION	5/1-5/31/19	OH	06/25/2019		MW	RV	$1,896.13
AP CHK 00250082	00292880	FEDERAL EXPRESS CORP	6-582-65783	OH	06/25/2019		MW	IS	$25.74
AP CHK 00250083	10008372	FORWARD THINKING SYSTEMS LLC	2101613	OH	06/25/2019		MW	IS	$1,800.00
AP CHK 00250084	10009234	GRANICUS INC	111876	OH	06/25/2019		MW	IS	$4,800.00
AP CHK 00250085	T18218	RONALD GREEN	V#087268 REFI	OH	06/25/2019		MW	IS	$500.00
AP CHK 00250086	10008892	HOLLYWOOD CARPET INC	3314	OH	06/25/2019		MW	IS	$1,677.83
AP CHK 00250087	10005591	INFOSEND INC	154570	OH	06/25/2019		MW	IS	$11,646.62
AP CHK 00250088	T17059	JASPER JACKSON	V#087261 REFI	OH	06/25/2019		MW	IS	$489.00
AP CHK 00250089	10004549	JE HALLIDAY SALES INC	0055547-IN	OH	06/25/2019		MW	IS	$499.36
AP CHK 00250090	10008891	JIM J FORBES	1185	OH	06/25/2019		MW	IS	$666.00
AP CHK 00250091	00451363	KELLY PAPER COMPANY	9779765	OH	06/25/2019		MW	IS	$4,079.00
AP CHK 00250092	00475500	LINDSAY LUMBER COMPANY	441307	OH	06/25/2019		MW	IS	$12,343.38
AP CHK 00250093	10003516	LOS ANGELES CO PUBLIC WORKS	RE-PW1905060	OH	06/25/2019		MW	IS	$2,721.71
AP CHK 00250094	00514125	M & M AUTO PARTS	C-32	OH	06/25/2019		MW	IS	$936.02
AP CHK 00250095	10003411	M V TRANSPORTATION INC	100688	OH	06/25/2019		MW	IS	$81,025.97

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06/01/2019 to 06/30/2019 Job Number: 1366967

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00250096	10007779	MAILFINANCE INC	N7741038	OH	06/25/2019		MW	IS	$1,142.25
AP CHK 00250097	10004507	RANDOLPH MONTANO	16508	OH	06/25/2019		MW	IS	$150.00
AP CHK 00250098	10008914	NATIONAL LEAGUE OF CITIES	153194	OH	06/25/2019		MW	IS	$8,050.48
AP CHK 00250099	10007898	NESTLE WATERS NORTH AMERICA	09F0033471061	OH	06/25/2019		MW	IS	$102.11
AP CHK 00250100	10004183	NEW WEST LANDSCAPING	3256	OH	06/25/2019		MW	IS	$3,959.00
AP CHK 00250101	10008573	PARKHOUSE TIRE SERVICE INC	1010680813	OH	06/25/2019		MW	IS	$7,471.40
AP CHK 00250102	10008898	RAYS AUTO	696	OH	06/25/2019		MW	IS	$366.85
AP CHK 00250103	10009223	MICHAEL REED	1536-WILSON I	OH	06/25/2019		MW	IS	$8,343.25
AP CHK 00250104	T18219	FRANCISCO RODRIGUEZ	V#087265 REFI	OH	06/25/2019		MW	IS	$498.00
AP CHK 00250105	10009115	S & H ENTERPRISES INC	6373	OH	06/25/2019		MW	IS	$1,760.00
AP CHK 00250106	10007103	VICTOR J SANCHEZ	1503	OH	06/25/2019		MW	IS	$487.31
AP CHK 00250107	T15700	EMMA SHARIF	V#087263 REFI	OH	06/25/2019		MW	IS	$500.00
AP CHK 00250108	10004666	SOUTH COAST EMERGENCY VEHICLE S'	493780	OH	06/25/2019		MW	IS	$72,627.31
AP CHK 00250109	10001753	THOMPSON TROPHY MFG INC	1501	OH	06/25/2019		MW	IS	$26.28
AP CHK 00250110	10008344	TRIPHENIA SIMMONS	6/12/19 REIMB	OH	06/25/2019		MW	IS	$165.91
AP CHK 00250111	10008827	MARLON D TURNER	1091	OH	06/25/2019		MW	IS	$400.00
AP CHK 00250112	10005883	US HEALTHWORKS MEDICAL GROUP PC	3467890-CA	OH	06/25/2019		MW	IS	$103.00
AP CHK 00250113	10004949	WATERLINE TECHNOLOGIES INC	5457640	OH	06/25/2019		MW	IS	$325.85
AP CHK 00250114	T18224	JANNA ZURITA	V#087257 REFI	OH	06/25/2019		MW	IS	$500.00
AP CHK 00250115	VOID.CONTI	Void - Continued Stub	CONTINUE	OH	06/25/2019		VM	VD	$0.00
AP CHK 00250116	10002636	AT&T	9391067576	OH	06/25/2019		MW	IS	$23,609.38
AP CHK 00250117	00811270	SO CA EDISON	2375234697	OH	06/25/2019		MW	IS	$22,152.30
AP CHK 00250118	10008141	ACCELA INC	INV-ACC46524	OH	06/25/2019		MW	IS	$8,908.00
AP CHK 00250119	10007868	ALAMEDA TIRE & AUTO REPAIR INC	001470	OH	06/25/2019		MW	IS	$6,371.00
AP CHK 00250120	10008885	ALBRIGHT YEE & SCHMIT APC	25852	OH	06/25/2019		MW	IS	$6,093.75
AP CHK 00250121	10008886	ARROW INTERNATIONAL	9500927398	OH	06/25/2019		MW	IS	$1,284.96
AP CHK 00250122	10007691	AT&T	292644462	OH	06/25/2019		MW	IS	$506.75
AP CHK 00250123	00066437	BSN SPORTS	301128176	OH	06/25/2019		MW	IS	$1,119.22
AP CHK 00250124	10002469	CDWG	STT7460	OH	06/25/2019		MW	IS	$2,537.48
AP CHK 00250125	10001406	CINTAS CORPORATION #053	4024275188	OH	06/25/2019		MW	IS	$207.19
AP CHK 00250126	10007677	CITIBANK N.A.	9208630	OH	06/25/2019		MW	IS	$620.49
AP CHK 00250127	10006586	COMMLINE INC	0156857-IN	OH	06/25/2019		MW	IS	$9,924.00
AP CHK 00250128	10009231	RICHARD J DAIGLE	265	OH	06/25/2019		MW	IS	$300.00
AP CHK 00250129	10009065	ENTRENOUS YOUTH EMPOWERMENT SI	1/1-3/31/19	OH	06/25/2019		MW	IS	$7,751.15

City of Compton

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06/01/2019 to 06/30/2019 Job Number: 1367803

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00250130	10008457	FRONTIER CALIFORNIA INC	20915026960615	OH	06/25/2019		MW	IS	$531.45
AP CHK 00250131	00349350	GRAINGER	9205814784	OH	06/25/2019		MW	IS	$1,973.35
AP CHK 00250132	10009179	INC HALS GLASS CO	52376	OH	06/25/2019		MW	IS	$311.07
AP CHK 00250133	10008354	JOANNE HARTFIELD	6/20/19 MTG	OH	06/25/2019		MW	IS	$50.00
AP CHK 00250134	10004433	FRANCES D HAYES	6/20/19 MTG	OH	06/25/2019		MW	IS	$50.00
AP CHK 00250135	10004439	FRED HOBBS	6/20/19 MTG	OH	06/25/2019		MW	IS	$50.00
AP CHK 00250136	00451363	KELLY PAPER COMPANY	9786380	OH	06/25/2019		MW	IS	$313.81
AP CHK 00250137	00302741	L A COUNTY SHERIFF	194231VL	OH	06/25/2019		MW	IS	$447.27
AP CHK 00250138	00235050	L N CURTIS AND SON	480392	OH	06/25/2019		MW	IS	$75,864.13
AP CHK 00250139	00474570	LIFE ASSIST INC	926726	OH	06/25/2019		MW	IS	$4,216.03
AP CHK 00250140	10005677	SERGIO RAMOS	5/4/19 BOOT RI	OH	06/25/2019		MW	IS	$175.98
AP CHK 00250141	10005571	TIME WARNER NY CABLE LLC	84483005010822	OH	06/25/2019		MW	IS	$782.83
AP CHK 00250142	00533103	MARTIN CONTAINERS	RI76234	OH	06/26/2019		MW	IS	$148.84
AP CHK 00250143	10006585	R & G CHAMBERS INC	89909	OH	06/26/2019		MW	IS	$297.02
AP CHK 00250144	00732280	RICHARDS WATSON & GERSHON	221982	OH	06/26/2019		MW	IS	$9,150.00
AP CHK 00250145	00750053	S & S WORLDWIDE INC	QU9868	OH	06/26/2019		MW	IS	$982.33
AP CHK 00250146	10007103	VICTOR J SANCHEZ	1462	OH	06/26/2019		MW	IS	$536.72
AP CHK 00250147	10003807	RUTILIO SERRANO	62119	OH	06/26/2019		MW	IS	$200.00
AP CHK 00250148	10009227	SMARTPROCURE INC	52602	OH	06/26/2019		MW	IS	$4,000.00
AP CHK 00250149	00846370	STAPLES ADVANTAGE	3416272772	OH	06/26/2019		MW	IS	$697.18
AP CHK 00250150	00865000	SUN BADGE CO	389257	OH	06/26/2019		MW	IS	$531.18
AP CHK 00250151	00872435	TERMINIX INTERNATIONAL	386351531	OH	06/26/2019		MW	IS	$320.96
AP CHK 00250152	10007642	UNIFIRST CORPORATION	324 2243605	OH	06/26/2019		MW	IS	$306.56
AP CHK 00250153	10004949	WATERLINE TECHNOLOGIES INC	5457462	OH	06/26/2019		MW	IS	$2,119.93
AP CHK 00250154	00936332	WAXIE'S ENTERPRISES INC	78272397	OH	06/26/2019		MW	IS	$12,178.69
AP CHK 00250155	10008784	ABOVE ALL CATERING INC	C33135	OH	06/27/2019		MW	IS	$3,657.35
AP CHK 00250156	10008124	ALL CONTRACTORS WEST INC	6/20/19 PROP #1	OH	06/27/2019		MW	IS	$5,578.00
AP CHK 00250157	10009218	ANTHONY RUIZ	INV0510	OH	06/27/2019		MW	IS	$500.00
AP CHK 00250158	10008345	KARNEISHA CHRISTIAN	93022	OH	06/27/2019		MW	IS	$2,750.00
AP CHK 00250159	10008643	PAULA CLEVELAND	630	OH	06/27/2019		MW	IS	$4,500.00
AP CHK 00250160	10007481	EADIE AND PAYNE LLP	136134	OH	06/27/2019		MW	IS	$311,070.00
AP CHK 00250161	10008761	FALON SANKEY	83	OH	06/27/2019		MW	IS	$2,966.25
AP CHK 00250162	10000382	TAMERON GENNAE	6/30/19 CNCLE'	OH	06/27/2019		MW	IS	$950.00
AP CHK 00250163	10009241	PASION SOCCER.COM	25513	OH	06/27/2019		MW	IS	$551.88

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06/01/2019 to 06/30/2019 Job Number: 1370429

Check	Payee ID	Payee Name	First Reference	Subs	Check Date	Cancel Date	Type	Status	Check Amount
AP CHK 00250164	10008837	PICO RENTS INC	271926	OH	06/27/2019		MW	IS	$999.99
AP CHK 00250165	10009163	SQUARE SIGNS LLC	4315	OH	06/27/2019		MW	IS	$5,000.00
AP CHK 00250166	10007945	LARRY L WARMSLEY	902	OH	06/27/2019		MW	IS	$500.00
AP CHK 00250167	10009243	KAELA GILMORE BUTTS	#2	OH	06/27/2019		MW	IS	$1,000.00
AP CHK 00250168	00306590	DONALD FLEMING	22089	OH	06/27/2019		MW	IS	$4,200.00
AP CHK 00250169	10009244	DENNIS JOHNSON	#1	OH	06/27/2019		MW	IS	$1,000.00
AP CHK 00250170	10009245	KARINA SALCIDO	#3	OH	06/27/2019		MW	IS	$1,000.00
AP CHK 00250171	10009248	JUANITA L WATSON	001	OH	06/27/2019		MW	IS	$100.00

SORTTOTALS

Issued:	$5,872,179.25
Reversed:	$7,461.83
AP Group Total:	$5,879,641.08

GRANDTOTALS

Grand Total $5,879,641.08

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06/01/2019 to 06/30/2019 Job Number: 1359117

Check	Payee ID	Payee Name	Check Date	Cancel Date	Reverse Date	Stale Date	Status	BK Job #	Check Amount
EP EFT 00064224	00712030	PUBLIC EMPLOYEES RETIREMENT SYST	06/11/19	06/11/19			CX	1359117	$1,077,263.10
EP EFT 00064225	10005715	1117 TUCKER LP	06/24/19	06/24/19			CX	1366705	$1,171.00
EP EFT 00064226	10007374	1510 N WILLOWBROOK LLC	06/24/19	06/24/19			CX	1366705	$430.00
EP EFT 00064227	10009040	527-531 W ROSECRANS AVE LLC	06/24/19	06/24/19			CX	1366705	$2,680.00
EP EFT 00064228	10009071	708NTAMARIND LLC	06/24/19	06/24/19			CX	1366705	$1,344.00
EP EFT 00064229	10003354	ACCESS COMMUNITY HOUSING	06/24/19	06/24/19			CX	1366705	$12,828.00
EP EFT 00064230	10009187	ANTHONY L ADAMS SR	06/24/19	06/24/19			CX	1366705	$2,039.00
EP EFT 00064231	10008651	SADIE M ADDISON	06/24/19	06/24/19			CX	1366705	$709.00
EP EFT 00064232	10008516	AFFORDABLE LLC	06/24/19	06/24/19			CX	1366705	$1,217.00
EP EFT 00064233	10006497	PAVAN AGARWAL	06/24/19	06/24/19			CX	1366705	$1,140.00
EP EFT 00064234	10002512	RACHEL DENISE AGNEW	06/24/19	06/24/19			CX	1366705	$1,455.00
EP EFT 00064235	00025490	H DAVID & HAIDEH VIJEH ALEXANDER	06/24/19	06/24/19			CX	1366705	$4,390.00
EP EFT 00064236	10008297	ALHAMBRA-ATLANTIC LP	06/24/19	06/24/19			CX	1366705	$1,035.00
EP EFT 00064237	10005737	MICAH ALI	06/24/19	06/24/19			CX	1366705	$2,735.00
EP EFT 00064238	10008475	ALONDRA ELITE LIVING LLC	06/24/19	06/24/19			CX	1366705	$2,496.00
EP EFT 00064239	10003349	FRANK ALTAMIRANO	06/24/19	06/24/19			CX	1366705	$246.00
EP EFT 00064240	10008884	ANGEL ALVAREZ	06/24/19	06/24/19			CX	1366705	$1,351.00
EP EFT 00064241	10000133	JUANITA ANDERSON	06/24/19	06/24/19			CX	1366705	$4,897.00
EP EFT 00064242	10004804	EFREN AND MARIA LUZ ANDRADE	06/24/19	06/24/19			CX	1366705	$434.00
EP EFT 00064243	00054455	MICHAEL C ANDRY	06/24/19	06/24/19			CX	1366705	$1,040.00
EP EFT 00064244	10003990	IMELDA KARINA ANGUIANO	06/24/19	06/24/19			CX	1366705	$590.00
EP EFT 00064245	00060715	EL MICHAEL ARMSTRONG	06/24/19	06/24/19			CX	1366705	$3,899.00
EP EFT 00064246	10007274	EULA ARMSTRONG	06/24/19	06/24/19			CX	1366705	$1,800.00
EP EFT 00064247	10003983	GEORGE ARMSTRONG	06/24/19	06/24/19			CX	1366705	$869.00
EP EFT 00064248	10003265	MARIE ARMSTRONG	06/24/19	06/24/19			CX	1366705	$88.00
EP EFT 00064249	10007988	ARNETA R OR BEVERLY FINNEY	06/24/19	06/24/19			CX	1366705	$1,285.00
EP EFT 00064250	10008383	BLANCA ARRIOLA	06/24/19	06/24/19			CX	1366705	$1,674.00
EP EFT 00064251	10007521	AUTUMN WIND LLC	06/24/19	06/24/19			CX	1366705	$452.00
EP EFT 00064252	10007714	GRACIELA BAEZ	06/24/19	06/24/19			CX	1366705	$766.00
EP EFT 00064253	10007257	GREGORY A BANKS	06/24/19	06/24/19			CX	1366705	$1,245.00
EP EFT 00064254	10004276	SAUTI L BARAKA	06/24/19	06/24/19			CX	1366705	$956.00
EP EFT 00064255	10001200	HAROLD L & PEGGYE R BARNES	06/24/19	06/24/19			CX	1366705	$952.00
EP EFT 00064256	00082580	GLENN BAYLESS	06/24/19	06/24/19			CX	1366705	$1,454.00

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Consolidated Checks Register

06/01/2019 to 06/30/2019 Job Number: 1366705

Check		Payee ID	Payee Name	Check Date	Cancel Date	Reverse Date	Stale Date	Status	BK Job #	Check Amount
EP EFT	00064257	10009155	BCAH ENTERPRISES LLC	06/24/19	06/24/19			CX	1366705	$1,986.00
EP EFT	00064258	10007392	CAROL A BEAL	06/24/19	06/24/19			CX	1366705	$920.00
EP EFT	00064259	10003589	KENNETH R BENSON SR	06/24/19	06/24/19			CX	1366705	$1,263.00
EP EFT	00064260	10004089	MELANIE BERRY	06/24/19	06/24/19			CX	1366705	$7,547.00
EP EFT	00064261	10008726	BEST WESTERN SUMMIT INN INC	06/24/19	06/24/19			CX	1366705	$1,204.00
EP EFT	00064262	10006025	WILLIE G BOLDEN	06/24/19	06/24/19			CX	1366705	$678.00
EP EFT	00064263	00103900	LILLIE BOSWELL	06/24/19	06/24/19			CX	1366705	$1,551.00
EP EFT	00064264	10001960	BEATRICE OR VIVIAN SMITH BRADLEY	06/24/19	06/24/19			CX	1366705	$1,175.00
EP EFT	00064265	10008679	GONZELLA BRAME	06/24/19	06/24/19			CX	1366705	$1,036.00
EP EFT	00064266	10002094	ALFRED & LINDA BROOKS	06/24/19	06/24/19			CX	1366705	$1,766.00
EP EFT	00064267	10004282	CAROLYN D BROWN	06/24/19	06/24/19			CX	1366705	$2,803.00
EP EFT	00064268	00107006	CHARLINE BROWN	06/24/19	06/24/19			CX	1366705	$1,674.00
EP EFT	00064269	10005101	LARENCE BROWN	06/24/19	06/24/19			CX	1366705	$1,202.00
EP EFT	00064270	10009099	PECOLIA DAY BROWN	06/24/19	06/24/19			CX	1366705	$1,383.00
EP EFT	00064271	10008983	SHIRLEY ANN BROWN	06/24/19	06/24/19			CX	1366705	$1,387.00
EP EFT	00064272	00111343	EL MARIE BRUMFIELD	06/24/19	06/24/19			CX	1366705	$1,590.00
EP EFT	00064273	10004458	DOROTHY BURNETT	06/24/19	06/24/19			CX	1366705	$904.00
EP EFT	00064274	00113735	WALLACE ANDERSON BURNEY III	06/24/19	06/24/19			CX	1366705	$1,288.00
EP EFT	00064275	10006491	PATRICIA McGEE BUTLER	06/24/19	06/24/19			CX	1366705	$1,138.00
EP EFT	00064276	10002994	GEORGE CALCOTE	06/24/19	06/24/19			CX	1366705	$1,330.00
EP EFT	00064277	10002850	VIRGIL CALCOTE	06/24/19	06/24/19			CX	1366705	$264.00
EP EFT	00064278	10008807	ABELINO CAMORLINGO	06/24/19	06/24/19			CX	1366705	$2,735.00
EP EFT	00064279	00147523	JOHN A & MARGARET P CARLISLE	06/24/19	06/24/19			CX	1366705	$1,040.00
EP EFT	00064280	10007613	TONY XIA CHEN	06/24/19	06/24/19			CX	1366705	$1,168.00
EP EFT	00064281	10005631	TAMIKA CHILDRESS	06/24/19	06/24/19			CX	1366705	$1,486.00
EP EFT	00064282	10008078	DONELDA LAKE CHRISPELL	06/24/19	06/24/19			CX	1366705	$797.00
EP EFT	00064283	00405034	CITY OF INGLEWOOD	06/24/19	06/24/19			CX	1366705	$2,380.16
EP EFT	00064284	10002917	DARRYL COLEMAN	06/24/19	06/24/19			CX	1366705	$815.00
EP EFT	00064285	10008316	SADIE COLEMAN	06/24/19	06/24/19			CX	1366705	$149.00
EP EFT	00064286	00164190	LULA B COLLINS	06/24/19	06/24/19			CX	1366705	$1,466.00
EP EFT	00064287	10009202	COMPTON GREAT INVESTMENT LLC	06/24/19	06/24/19			CX	1366705	$1,287.00
EP EFT	00064288	10003727	COMPTON HOLDINGS LLC	06/24/19	06/24/19			CX	1366705	$2,219.00
EP EFT	00064289	10007120	COMPTON SENIOR APARTMENTS LP	06/24/19	06/24/19			CX	1366705	$5,941.00

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06/01/2019 to 06/30/2019

Job Number: 1366705

Check		Payee ID	Payee Name	Check Date	Cancel Date	Reverse Date	Stale Date	Status	BK Job #	Check Amount
EP EFT	00064290	10004544	ROBERTO OR MARIA CORNEJO	06/24/19	06/24/19			CX	1366705	$1,729.00
EP EFT	00064291	10008965	DIANE COUEY	06/24/19	06/24/19			CX	1366705	$1,099.00
EP EFT	00064292	10004082	JOHN B CRAWFORD	06/24/19	06/24/19			CX	1366705	$4,736.00
EP EFT	00064293	10008546	CRISPIN SALCEDO SANTOS	06/24/19	06/24/19			CX	1366705	$967.00
EP EFT	00064294	10007127	BRENDA CUMMINGS	06/24/19	06/24/19			CX	1366705	$1,348.00
EP EFT	00064295	00232497	CURRY TEMPLE SR APT LTD PARTNERS	06/24/19	06/24/19			CX	1366705	$3,623.00
EP EFT	00064296	10005682	DELORIS CURTIS	06/24/19	06/24/19			CX	1366705	$894.00
EP EFT	00064297	10008621	D SCHIPE TRUSTEE OF RODEO TRUST	06/24/19	06/24/19			CX	1366705	$719.00
EP EFT	00064298	10006461	KEVIN DANG	06/24/19	06/24/19			CX	1366705	$1,082.00
EP EFT	00064299	10003672	KIM DANG	06/24/19	06/24/19			CX	1366705	$1,395.00
EP EFT	00064300	10006424	THANH DANG	06/24/19	06/24/19			CX	1366705	$929.00
EP EFT	00064301	00241595	GARY L. DANIELS	06/24/19	06/24/19			CX	1366705	$757.00
EP EFT	00064302	10008804	FESIA A DAVENPORT	06/24/19	06/24/19			CX	1366705	$866.00
EP EFT	00064303	10004426	CATHERINE DAVIS	06/24/19	06/24/19			CX	1366705	$614.00
EP EFT	00064304	10004920	ERIC DAVIS	06/24/19	06/24/19			CX	1366705	$1,203.00
EP EFT	00064305	10007313	DAWN PATROL LLC	06/24/19	06/24/19			CX	1366705	$9,512.00
EP EFT	00064306	10008010	JOSE C DE CASAS	06/24/19	06/24/19			CX	1366705	$917.00
EP EFT	00064307	00247536	MOISES DE LA TORRE	06/24/19	06/24/19			CX	1366705	$341.00
EP EFT	00064308	10008544	DE MIRANDA PROPERTY MGMT	06/24/19	06/24/19			CX	1366705	$2,336.00
EP EFT	00064309	10007256	DESIDERIO LLC	06/24/19	06/24/19			CX	1366705	$1,064.00
EP EFT	00064310	10001591	JOE DIAZ	06/24/19	06/24/19			CX	1366705	$2,602.00
EP EFT	00064311	10007146	LAWRENCE DIGGS	06/24/19	06/24/19			CX	1366705	$1,608.00
EP EFT	00064312	00262550	HOLLIS & BERDIE DILLON	06/24/19	06/24/19			CX	1366705	$2,043.00
EP EFT	00064313	10008927	DOROTHA CALLOWAY RVOC LIVING TF	06/24/19	06/24/19			CX	1366705	$832.00
EP EFT	00064314	10007810	ROY E DUMAS	06/24/19	06/24/19			CX	1366705	$2,772.00
EP EFT	00064315	10007398	MARCO ANTONIO ECHEVERRIA	06/24/19	06/24/19			CX	1366705	$1,410.00
EP EFT	00064316	10008678	ALICE J EDWARDS	06/24/19	06/24/19			CX	1366705	$1,713.00
EP EFT	00064317	10005600	HELEN C EDWARDS	06/24/19	06/24/19			CX	1366705	$2,300.00
EP EFT	00064318	00291326	LILLIE ENGLISH	06/24/19	06/24/19			CX	1366705	$924.00
EP EFT	00064319	10007204	ERICK R. ETHERIDGE	06/24/19	06/24/19			CX	1366705	$2,113.00
EP EFT	00064320	10007973	FAITHFUL CHURCH OF GOD IN CHRIST	06/24/19	06/24/19			CX	1366705	$855.00
EP EFT	00064321	10000123	WESLEY J FARRELL	06/24/19	06/24/19			CX	1366705	$844.00
EP EFT	00064322	10007195	FRANCISCO FELICIANO	06/24/19	06/24/19			CX	1366705	$1,937.00

City of Compton

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06/01/2019 to 06/30/2019

Job Number: 1366705

Check		Payee ID	Payee Name	Check Date	Cancel Date	Reverse Date	Stale Date	Status	BK Job #	Check Amount
EP EFT	00064323	00293115	DENIA L FERGUSON	06/24/19	06/24/19			CX	1366705	$1,293.00
EP EFT	00064324	10007135	HUMBERTO OR ALINA FERNANDEZ	06/24/19	06/24/19			CX	1366705	$1,782.00
EP EFT	00064325	00293802	CHRISTOPHER D FIELDS	06/24/19	06/24/19			CX	1366705	$461.00
EP EFT	00064326	10000807	LADARO FIGURES	06/24/19	06/24/19			CX	1366705	$1,338.00
EP EFT	00064327	10007663	RUBEN FLOOD JR	06/24/19	06/24/19			CX	1366705	$1,030.00
EP EFT	00064328	10003610	DERRICK FLORENCE	06/24/19	06/24/19			CX	1366705	$1,496.00
EP EFT	00064329	10003880	MILTON FORD	06/24/19	06/24/19			CX	1366705	$2,243.00
EP EFT	00064330	10002213	ROBERTA R FOSTER	06/24/19	06/24/19			CX	1366705	$811.00
EP EFT	00064331	00310034	ROLEETA J FRENCH	06/24/19	06/24/19			CX	1366705	$1,988.00
EP EFT	00064332	10002633	RUDY GARAVITO	06/24/19	06/24/19			CX	1366705	$949.00
EP EFT	00064333	10007294	JESUS GARCIA	06/24/19	06/24/19			CX	1366705	$766.00
EP EFT	00064334	00324170	ALPHONZO OR WILLIE MAE GARLAND	06/24/19	06/24/19			CX	1366705	$899.00
EP EFT	00064335	10007202	VICTOR GARRETT	06/24/19	06/24/19			CX	1366705	$1,097.00
EP EFT	00064336	10004309	MINNIE GIBSON FAMILY TRUST	06/24/19	06/24/19			CX	1366705	$941.00
EP EFT	00064337	00336678	RAUL GODINEZ	06/24/19	06/24/19			CX	1366705	$1,061.00
EP EFT	00064338	10008874	ALBELARDO GONZALEZ	06/24/19	06/24/19			CX	1366705	$1,128.00
EP EFT	00064339	10001010	LOIS CARROLL GOODLOE	06/24/19	06/24/19			CX	1366705	$1,143.00
EP EFT	00064340	10008984	CRAIG D GORDON	06/24/19	06/24/19			CX	1366705	$1,301.00
EP EFT	00064341	10003720	GRANADA PROPERTIES LLC	06/24/19	06/24/19			CX	1366705	$7,967.00
EP EFT	00064342	10004386	CHARLESTON J GRANTHAM	06/24/19	06/24/19			CX	1366705	$828.00
EP EFT	00064343	10006194	RODNEY K GRAY	06/24/19	06/24/19			CX	1366705	$839.00
EP EFT	00064344	10008011	GREEN4 LLC	06/24/19	06/24/19			CX	1366705	$2,923.00
EP EFT	00064345	10005373	VICKIE OR ANTHONY GRIGGS-SMITH	06/24/19	06/24/19			CX	1366705	$1,237.00
EP EFT	00064346	10001691	DONALD RAY HALL	06/24/19	06/24/19			CX	1366705	$3,448.00
EP EFT	00064347	10005149	JONATHAN HAMMOND SR	06/24/19	06/24/19			CX	1366705	$781.00
EP EFT	00064348	00367740	DAVID OR LAVADA HANCOCK	06/24/19	06/24/19			CX	1366705	$5,806.00
EP EFT	00064349	10007246	MARY E HANSBOROUGH	06/24/19	06/24/19			CX	1366705	$1,536.00
EP EFT	00064350	10003818	FRANK HARRIS JR	06/24/19	06/24/19			CX	1366705	$542.00
EP EFT	00064351	00368780	CLEVELAND HARRIS	06/24/19	06/24/19			CX	1366705	$1,118.00
EP EFT	00064352	00369380	IVRY HARRIS	06/24/19	06/24/19			CX	1366705	$1,609.00
EP EFT	00064353	10005855	LOUIS D HARRIS	06/24/19	06/24/19			CX	1366705	$3,343.00
EP EFT	00064354	00383500	EMILY HART-HOLIFIELD	06/24/19	06/24/19			CX	1366705	$1,194.00
EP EFT	00064355	10002927	FRANK HARVEY III	06/24/19	06/24/19			CX	1366705	$2,331.00

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Check		Payee ID	Payee Name	Check Date	Cancel Date	Reverse Date	Stale Date	Status	BK Job #	Check Amount
EP EFT	00064356	00370213	PHYLLIS HAYES	06/24/19	06/24/19			CX	1366705	$1,549.00
EP EFT	00064357	00372675	LONEAR W HEARD-DAVIS	06/24/19	06/24/19			CX	1366705	$3,571.00
EP EFT	00064358	10009141	ALBERT L HEARVEY	06/24/19	06/24/19			CX	1366705	$1,659.00
EP EFT	00064359	10007370	BARBARA D HENRY	06/24/19	06/24/19			CX	1366705	$666.00
EP EFT	00064360	10005757	RAFAEL HEREDIA	06/24/19	06/24/19			CX	1366705	$1,152.00
EP EFT	00064361	10002849	WAIL HINDI	06/24/19	06/24/19			CX	1366705	$4,363.00
EP EFT	00064362	10008719	KIM THI HOANG	06/24/19	06/24/19			CX	1366705	$1,591.00
EP EFT	00064363	00382951	FRED HOBBS JR	06/24/19	06/24/19			CX	1366705	$1,115.00
EP EFT	00064364	10009005	NICHOLAS S HOGAN	06/24/19	06/24/19			CX	1366705	$1,003.00
EP EFT	00064365	10004812	KEVIN OR SHEREDA HOLMES	06/24/19	06/24/19			CX	1366705	$1,733.00
EP EFT	00064366	10003936	LEON C HOLMES	06/24/19	06/24/19			CX	1366705	$312.00
EP EFT	00064367	10004709	SHADRON HOLMES	06/24/19	06/24/19			CX	1366705	$1,722.00
EP EFT	00064368	10008966	ROBBIE M HOUSTON	06/24/19	06/24/19			CX	1366705	$1,464.00
EP EFT	00064369	00390050	JESSIE LEE HOWARD	06/24/19	06/24/19			CX	1366705	$1,322.00
EP EFT	00064370	10005705	MINNIE HOWARD	06/24/19	06/24/19			CX	1366705	$1,713.00
EP EFT	00064371	10004362	JOAN HUGHES	06/24/19	06/24/19			CX	1366705	$1,385.00
EP EFT	00064372	10002177	KENNETH OR CHERYL HUNTER	06/24/19	06/24/19			CX	1366705	$752.00
EP EFT	00064373	10008999	HWY 111 HOTEL GROUP LP	06/24/19	06/24/19			CX	1366705	$6,018.00
EP EFT	00064374	10007580	VICTOR OR IBARRA MENDEZ	06/24/19	06/24/19			CX	1366705	$861.00
EP EFT	00064375	10009012	RICARDO IBARRA	06/24/19	06/24/19			CX	1366705	$2,129.00
EP EFT	00064376	10002611	KIPLING JACKSON OR PAMELA WILLIAI	06/24/19	06/24/19			CX	1366705	$1,014.00
EP EFT	00064377	00418940	CHARLES L & SANDRA E A JACKSON	06/24/19	06/24/19			CX	1366705	$1,299.00
EP EFT	00064378	00419085	THERON JACKSON	06/24/19	06/24/19			CX	1366705	$977.00
EP EFT	00064379	00419300	ANTHONY F JAMES	06/24/19	06/24/19			CX	1366705	$1,033.00
EP EFT	00064380	10002095	BILLIE L JOHNSON	06/24/19	06/24/19			CX	1366705	$2,769.00
EP EFT	00064381	10001839	DAVID JOHNSON	06/24/19	06/24/19			CX	1366705	$823.00
EP EFT	00064382	10002235	JAMES OR EULA JOHNSON	06/24/19	06/24/19			CX	1366705	$1,522.00
EP EFT	00064383	00435770	MARCUS C JOHNSON	06/24/19	06/24/19			CX	1366705	$1,932.00
EP EFT	00064384	10004361	DIANE E JOHNSON-WALKER	06/24/19	06/24/19			CX	1366705	$1,555.00
EP EFT	00064385	10007130	ALMA L JONES	06/24/19	06/24/19			CX	1366705	$2,286.00
EP EFT	00064386	10008530	DANYELL JONES	06/24/19	06/24/19			CX	1366705	$1,151.00
EP EFT	00064387	10008620	HENRY JONES	06/24/19	06/24/19			CX	1366705	$1,573.00
EP EFT	00064388	00436764	JAMES OTIS JONES	06/24/19	06/24/19			CX	1366705	$2,425.00

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Check		Payee ID	Payee Name	Check Date	Cancel Date	Reverse Date	Stale Date	Status	BK Job #	Check Amount
EP EFT	00064389	10008951	MONA JONES	06/24/19	06/24/19			CX	1366705	$1,776.00
EP EFT	00064390	10007886	KAREN L KIRKS ADMIN	06/24/19	06/24/19			CX	1366705	$671.00
EP EFT	00064391	10002783	ALLEN J KENNETT	06/24/19	06/24/19			CX	1366705	$4,236.00
EP EFT	00064392	00453865	BARBARA KEYES	06/24/19	06/24/19			CX	1366705	$2,309.00
EP EFT	00064393	10005479	DAWIT KIDANE	06/24/19	06/24/19			CX	1366705	$2,365.00
EP EFT	00064394	10008318	KIM HOA INVESTMENTS LLC	06/24/19	06/24/19			CX	1366705	$5,070.00
EP EFT	00064395	10009028	MICHAEL KING	06/24/19	06/24/19			CX	1366705	$953.00
EP EFT	00064396	10007410	TRACEY M LAWRENCE	06/24/19	06/24/19			CX	1366705	$2,094.00
EP EFT	00064397	10005661	CARLOS W LEAKE	06/24/19	06/24/19			CX	1366705	$833.00
EP EFT	00064398	10002747	GERALD LEE	06/24/19	06/24/19			CX	1366705	$1,044.00
EP EFT	00064399	10003139	GRACE LEE	06/24/19	06/24/19			CX	1366705	$733.00
EP EFT	00064400	10004945	HELEN LEE	06/24/19	06/24/19			CX	1366705	$1,919.00
EP EFT	00064401	10005960	LETICIA MONTOYA C/O PAMA MGMT IN	06/24/19	06/24/19			CX	1366705	$1,001.00
EP EFT	00064402	10007470	GREGORY LEVY	06/24/19	06/24/19			CX	1366705	$1,348.00
EP EFT	00064403	10008597	FUMEI LIU	06/24/19	06/24/19			CX	1366705	$4,313.00
EP EFT	00064404	00475640	HESTER B LIVELY	06/24/19	06/24/19			CX	1366705	$865.00
EP EFT	00064405	10009034	KATURAH A LOGAN	06/24/19	06/24/19			CX	1366705	$284.00
EP EFT	00064406	10006149	HECTOR R LOPEZ	06/24/19	06/24/19			CX	1366705	$1,193.00
EP EFT	00064407	10009095	JOSUE LOPEZ	06/24/19	06/24/19			CX	1366705	$1,139.00
EP EFT	00064408	00510826	ALMA LURRY	06/24/19	06/24/19			CX	1366705	$784.00
EP EFT	00064409	10005603	ASHOK OR MANJU MADAN	06/24/19	06/24/19			CX	1366705	$476.00
EP EFT	00064410	10007028	EARTHA MADISON JR	06/24/19	06/24/19			CX	1366705	$720.00
EP EFT	00064411	00519610	ARIL MANNING	06/24/19	06/24/19			CX	1366705	$1,829.00
EP EFT	00064412	00519612	CARDELL MANNING	06/24/19	06/24/19			CX	1366705	$411.00
EP EFT	00064413	10004991	MARTIN TEMPLE AME ZION CHURCH	06/24/19	06/24/19			CX	1366705	$818.00
EP EFT	00064414	00533105	EDIE MARTIN	06/24/19	06/24/19			CX	1366705	$529.00
EP EFT	00064415	10003674	GIOVANNI MARTINEZ	06/24/19	06/24/19			CX	1366705	$3,784.00
EP EFT	00064416	10007301	ROBERT T OR VIVIAN J MARTINEZ	06/24/19	06/24/19			CX	1366705	$1,178.00
EP EFT	00064417	00537211	JOE T MASON SR	06/24/19	06/24/19			CX	1366705	$675.00
EP EFT	00064418	10005614	ANTHONY E MASON	06/24/19	06/24/19			CX	1366705	$1,355.00
EP EFT	00064419	10008823	RUBY L MATTHEWS	06/24/19	06/24/19			CX	1366705	$464.00
EP EFT	00064420	10004590	ARTHUR OR VALENCIA MAYFIELD	06/24/19	06/24/19			CX	1366705	$403.00
EP EFT	00064421	00539158	EVERLEANE B MAYFIELD	06/24/19	06/24/19			CX	1366705	$782.00

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Check	Payee ID	Payee Name	Check Date	Cancel Date	Reverse Date	Stale Date	Status	BK Job #	Check Amount
EP EFT 00064422	00547030	WILLIE M & HATTIE E MC DANIEL	06/24/19	06/24/19			CX	1366705	$719.00
EP EFT 00064423	10004957	MILDRED MC GUIRE	06/24/19	06/24/19			CX	1366705	$1,079.00
EP EFT 00064424	00549184	GLORIA J HUFF MC QUEEN	06/24/19	06/24/19			CX	1366705	$805.00
EP EFT 00064425	10008763	AAKASH MEHTA	06/24/19	06/24/19			CX	1366705	$1,079.00
EP EFT 00064426	10006256	CARLOS MENDEZ	06/24/19	06/24/19			CX	1366705	$906.00
EP EFT 00064427	00550662	IGNACIO IBARRA MENDEZ	06/24/19	06/24/19			CX	1366705	$11,405.00
EP EFT 00064428	10006031	JAVIER MENDEZ	06/24/19	06/24/19			CX	1366705	$1,316.00
EP EFT 00064429	00550657	JUAN B MENDEZ	06/24/19	06/24/19			CX	1366705	$4,239.00
EP EFT 00064430	00557598	EULOS & BEVERLY MILLER	06/24/19	06/24/19			CX	1366705	$4,328.00
EP EFT 00064431	10007393	APRIL D MITCHELL	06/24/19	06/24/19			CX	1366705	$1,348.00
EP EFT 00064432	10007909	KINGSLEY M MMEJE	06/24/19	06/24/19			CX	1366705	$1,384.00
EP EFT 00064433	10008455	FELICIA MOODY	06/24/19	06/24/19			CX	1366705	$887.00
EP EFT 00064434	10009135	BILLIE JO MOORE	06/24/19	06/24/19			CX	1366705	$714.00
EP EFT 00064435	10007916	IVANIA R OR PAUL MORALES	06/24/19	06/24/19			CX	1366705	$793.00
EP EFT 00064436	10004870	KAREN MORALES OR ANDREW MORALI	06/24/19	06/24/19			CX	1366705	$2,501.00
EP EFT 00064437	00580940	MARJIE P MOSLEY	06/24/19	06/24/19			CX	1366705	$1,548.00
EP EFT 00064438	10007516	DAVID MUNOZ	06/24/19	06/24/19			CX	1366705	$244.00
EP EFT 00064439	10007465	OSCAR A MUNOZ	06/24/19	06/24/19			CX	1366705	$1,951.00
EP EFT 00064440	00685042	OXFORD MURRY	06/24/19	06/24/19			CX	1366705	$841.00
EP EFT 00064441	10002505	CRISANTO NEVAREZ	06/24/19	06/24/19			CX	1366705	$1,354.00
EP EFT 00064442	10004373	CHRISTOPHER NEWCOMBE	06/24/19	06/24/19			CX	1366705	$4,160.00
EP EFT 00064443	10008730	NEWMAN HARRIET L	06/24/19	06/24/19			CX	1366705	$1,342.00
EP EFT 00064444	10007445	MIKE HONG NGAN	06/24/19	06/24/19			CX	1366705	$1,501.00
EP EFT 00064445	10008579	COLLINS I NWEKE	06/24/19	06/24/19			CX	1366705	$975.00
EP EFT 00064446	10005888	JAMES OGBURN	06/24/19	06/24/19			CX	1366705	$124.00
EP EFT 00064447	10002863	KATHY OH & TIMOTHY DEBAETS	06/24/19	06/24/19			CX	1366705	$3,578.00
EP EFT 00064448	10008173	JULIE ANN OH	06/24/19	06/24/19			CX	1366705	$1,945.00
EP EFT 00064449	10005858	RUTH C OLMSTED	06/24/19	06/24/19			CX	1366705	$792.00
EP EFT 00064450	10004725	CHIERE J. OR HAROLD L. OWENS	06/24/19	06/24/19			CX	1366705	$713.00
EP EFT 00064451	10003427	ESTATE OF OLLIE LEE PALMER	06/24/19	06/24/19			CX	1366705	$360.00
EP EFT 00064452	10009140	ON JUNG PARK	06/24/19	06/24/19			CX	1366705	$1,495.00
EP EFT 00064453	10007924	RICHARD I PATTERSON	06/24/19	06/24/19			CX	1366705	$938.00
EP EFT 00064454	10007447	MARIO C PERES	06/24/19	06/24/19			CX	1366705	$716.00

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Check		Payee ID	Payee Name	Check Date	Cancel Date	Reverse Date	Stale Date	Status	BK Job #	Check Amount
EP EFT	00064455	10000567	JAMES L PERRY	06/24/19	06/24/19			CX	1366705	$899.00
EP EFT	00064456	10009207	ARCELIA PESCINA	06/24/19	06/24/19			CX	1366705	$1,443.00
EP EFT	00064457	10009105	PI PROPERTIES NO 170 LLC	06/24/19	06/24/19			CX	1366705	$1,315.00
EP EFT	00064458	10009052	PI PROPERTIES NO 34 LLC	06/24/19	06/24/19			CX	1366705	$1,809.00
EP EFT	00064459	10009106	PI PROPERTIES NO 86 LLC	06/24/19	06/24/19			CX	1366705	$651.00
EP EFT	00064460	10008235	PI PROPERTIES NO. 77 LLC	06/24/19	06/24/19			CX	1366705	$2,560.00
EP EFT	00064461	10009127	ERIC G PIPKIN	06/24/19	06/24/19			CX	1366705	$1,364.00
EP EFT	00064462	10003687	MINTHORNE POLE	06/24/19	06/24/19			CX	1366705	$579.00
EP EFT	00064463	10007602	ANDREA Y OR PAMELA EDWARDS POW	06/24/19	06/24/19			CX	1366705	$866.00
EP EFT	00064464	10003215	RENAE L POWELL	06/24/19	06/24/19			CX	1366705	$1,038.00
EP EFT	00064465	10008985	DIANE PRINCE	06/24/19	06/24/19			CX	1366705	$874.00
EP EFT	00064466	10007046	PROGRESSIVE EQUITIES LLC	06/24/19	06/24/19			CX	1366705	$1,724.00
EP EFT	00064467	10008350	VERLEAN RACHAL	06/24/19	06/24/19			CX	1366705	$1,021.00
EP EFT	00064468	00714515	LAWRENCE M RAMSEY	06/24/19	06/24/19			CX	1366705	$4,276.00
EP EFT	00064469	10007409	MONA RANDLE	06/24/19	06/24/19			CX	1366705	$1,178.00
EP EFT	00064470	10002119	JAMES RANSOM	06/24/19	06/24/19			CX	1366705	$1,230.00
EP EFT	00064471	10006011	GARY A REECE	06/24/19	06/24/19			CX	1366705	$2,399.00
EP EFT	00064472	10007678	DANIELA REYES	06/24/19	06/24/19			CX	1366705	$1,565.00
EP EFT	00064473	10008873	ANDREW REYNOLDS	06/24/19	06/24/19			CX	1366705	$2,151.00
EP EFT	00064474	10008568	DIONDRE RICHARDS	06/24/19	06/24/19			CX	1366705	$765.00
EP EFT	00064475	10003430	MIKE RIOS	06/24/19	06/24/19			CX	1366705	$735.00
EP EFT	00064476	10008989	RENEE RIOS	06/24/19	06/24/19			CX	1366705	$4,207.00
EP EFT	00064477	10008976	JOSE RIVAS	06/24/19	06/24/19			CX	1366705	$2,990.00
EP EFT	00064478	10007290	GILBERTO RIVERA	06/24/19	06/24/19			CX	1366705	$1,347.00
EP EFT	00064479	10008642	DOMONIQUE ROBERTS	06/24/19	06/24/19			CX	1366705	$832.00
EP EFT	00064480	10005711	SHANALA D ROBERTS	06/24/19	06/24/19			CX	1366705	$867.00
EP EFT	00064481	10007154	VENUS J M ROBERTS	06/24/19	06/24/19			CX	1366705	$815.00
EP EFT	00064482	10008347	IRENE OR MARVIN K ROBINSON	06/24/19	06/24/19			CX	1366705	$3,286.00
EP EFT	00064483	10002268	MICHELLE A GLASPIE ROBINSON	06/24/19	06/24/19			CX	1366705	$1,589.00
EP EFT	00064484	10006175	ERIK ROGERS	06/24/19	06/24/19			CX	1366705	$3,164.00
EP EFT	00064485	10005604	CRISTINA ROJO	06/24/19	06/24/19			CX	1366705	$1,176.00
EP EFT	00064486	10002723	CINDY ROSS	06/24/19	06/24/19			CX	1366705	$3,770.00
EP EFT	00064487	10008057	OTIS OR TRACEY RUCKER	06/24/19	06/24/19			CX	1366705	$1,805.00

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Check		Payee ID	Payee Name	Check Date	Cancel Date	Reverse Date	Stale Date	Status	BK Job #	Check Amount
EP EFT	00064488	10004464	AQUIL SAAFIR	06/24/19	06/24/19			CX	1366705	$944.00
EP EFT	00064489	10006555	JEFFERY D SALLIE	06/24/19	06/24/19			CX	1366705	$1,665.00
EP EFT	00064490	10001565	ICILDA SANFORD	06/24/19	06/24/19			CX	1366705	$525.00
EP EFT	00064491	10007891	SANTA FE APARTMENTS CORP	06/24/19	06/24/19			CX	1366705	$3,176.00
EP EFT	00064492	10008492	SCTHU LLC	06/24/19	06/24/19			CX	1366705	$1,666.00
EP EFT	00064493	10008622	SCWJ LLC	06/24/19	06/24/19			CX	1366705	$7,943.00
EP EFT	00064494	10003794	CHARLES A SEALS	06/24/19	06/24/19			CX	1366705	$2,953.00
EP EFT	00064495	00782045	W SPAULDING SETTLE	06/24/19	06/24/19			CX	1366705	$9,452.00
EP EFT	00064496	10002893	VERGIE E SEYMORE	06/24/19	06/24/19			CX	1366705	$2,269.00
EP EFT	00064497	10007653	DONALD SHAW SR.	06/24/19	06/24/19			CX	1366705	$1,141.00
EP EFT	00064498	10009197	SHELTER FIRST LLC	06/24/19	06/24/19			CX	1366705	$1,985.00
EP EFT	00064499	00785020	LEE & SARAH SHELTON	06/24/19	06/24/19			CX	1366705	$819.00
EP EFT	00064500	00785022	DEBRA A SHELTON-LOVE	06/24/19	06/24/19			CX	1366705	$3,242.00
EP EFT	00064501	10009165	MANDI SHERMAN	06/24/19	06/24/19			CX	1366705	$5,012.00
EP EFT	00064502	10008967	BARBARA OR SIMIEN	06/24/19	06/24/19			CX	1366705	$1,031.00
EP EFT	00064503	00786930	THELMA M SIMMONS	06/24/19	06/24/19			CX	1366705	$1,191.00
EP EFT	00064504	10000808	JAMMIE LEE SMITH	06/24/19	06/24/19			CX	1366705	$585.00
EP EFT	00064505	10008508	MARION SMITH	06/24/19	06/24/19			CX	1366705	$1,191.00
EP EFT	00064506	10009058	TATIANA SMITH	06/24/19	06/24/19			CX	1366705	$2,259.00
EP EFT	00064507	10003377	TYRONE SMITH	06/24/19	06/24/19			CX	1366705	$4,298.00
EP EFT	00064508	00794035	WILBERT OR LEE ETTA SMITH	06/24/19	06/24/19			CX	1366705	$988.00
EP EFT	00064509	00794045	YOLANDA Y SMITH	06/24/19	06/24/19			CX	1366705	$1,434.00
EP EFT	00064510	10006520	DANIELLE C SMYER	06/24/19	06/24/19			CX	1366705	$395.00
EP EFT	00064511	10008887	SOLA REAL ESTATE FUND I LLC	06/24/19	06/24/19			CX	1366705	$1,100.00
EP EFT	00064512	00806543	ASHOK K SOOD OR SUSHAM SOOD	06/24/19	06/24/19			CX	1366705	$3,833.00
EP EFT	00064513	10008635	SOUTHWESTERN ENTERPRISES	06/24/19	06/24/19			CX	1366705	$3,803.00
EP EFT	00064514	00840175	EUGENE & VERNA ST AMANT	06/24/19	06/24/19			CX	1366705	$1,833.00
EP EFT	00064515	10003524	JOHNNY STALLWORTH II	06/24/19	06/24/19			CX	1366705	$692.00
EP EFT	00064516	10003774	ALEX STAMIRES	06/24/19	06/24/19			CX	1366705	$8,301.00
EP EFT	00064517	10008330	ALEX STAMIRES	06/24/19	06/24/19			CX	1366705	$5,538.00
EP EFT	00064518	10008876	STANLEY & LEATRICE JOHNSON	06/24/19	06/24/19			CX	1366705	$1,040.00
EP EFT	00064519	00853440	JOSEPH & MAXINE STEPHEN	06/24/19	06/24/19			CX	1366705	$5,370.00
EP EFT	00064520	10002895	AMBROSE STEVENS	06/24/19	06/24/19			CX	1366705	$3,158.00

City of Compton

Consolidated Checks Register

06/01/2019 to 06/30/2019 Job Number: 1366705

Check		Payee ID	Payee Name	Check Date	Cancel Date	Reverse Date	Stale Date	Status	BK Job #	Check Amount
EP EFT	00064521	10009162	SYCLE GROUP LLC	06/24/19	06/24/19			CX	1366705	$2,459.00
EP EFT	00064522	10007542	T K PROPERTIES LLC	06/24/19	06/24/19			CX	1366705	$1,760.00
EP EFT	00064523	00867766	WILLIAM TANNER OR REGINA TANNER	06/24/19	06/24/19			CX	1366705	$1,104.00
EP EFT	00064524	10006571	TERRY LYNN TASBY	06/24/19	06/24/19			CX	1366705	$2,081.00
EP EFT	00064525	10008294	DELETHA TAYLOR	06/24/19	06/24/19			CX	1366705	$914.00
EP EFT	00064526	10008225	JACQUELINE TAYLOR	06/24/19	06/24/19			CX	1366705	$1,466.00
EP EFT	00064527	00867941	LAVERNE TAYLOR	06/24/19	06/24/19			CX	1366705	$738.00
EP EFT	00064528	00847946	LEO OR BETTE TAYLOR	06/24/19	06/24/19			CX	1366705	$1,129.00
EP EFT	00064529	10007218	TDB CONSULTING SOLUTIONS INC	06/24/19	06/24/19			CX	1366705	$4,316.00
EP EFT	00064530	10008773	THE PRUDE FAMILY TRUST	06/24/19	06/24/19			CX	1366705	$1,336.00
EP EFT	00064531	10004137	EVELYN THIBEAUX	06/24/19	06/24/19			CX	1366705	$725.00
EP EFT	00064532	10008404	CHRISTIAN THOMAS	06/24/19	06/24/19			CX	1366705	$1,192.00
EP EFT	00064533	00878134	BERDIS THOMPSON	06/24/19	06/24/19			CX	1366705	$844.00
EP EFT	00064534	00878176	JERRY D THORNTON	06/24/19	06/24/19			CX	1366705	$1,697.00
EP EFT	00064535	10003731	EVA J TOLBERT	06/24/19	06/24/19			CX	1366705	$3,852.00
EP EFT	00064536	10007589	TOMMIE MARQUETTE TRUST	06/24/19	06/24/19			CX	1366705	$1,386.00
EP EFT	00064537	10003275	LATANYA J ALLEN TOWNSEND	06/24/19	06/24/19			CX	1366705	$556.00
EP EFT	00064538	10005814	JANNICE TUCKER	06/24/19	06/24/19			CX	1366705	$824.00
EP EFT	00064539	10004517	KEVIN L TUCKER	06/24/19	06/24/19			CX	1366705	$9.00
EP EFT	00064540	10007291	ARENA M. TURNER-COPELAND	06/24/19	06/24/19			CX	1366705	$579.00
EP EFT	00064541	10008118	MJENZI R UJAMAA	06/24/19	06/24/19			CX	1366705	$776.00
EP EFT	00064542	00918000	WARREN W & VIRGINIA R VALDRY	06/24/19	06/24/19			CX	1366705	$483.00
EP EFT	00064543	10008486	SHEILA VASQUEZ	06/24/19	06/24/19			CX	1366705	$1,089.00
EP EFT	00064544	10007535	SYLVIA D VERNON	06/24/19	06/24/19			CX	1366705	$847.00
EP EFT	00064545	10007811	JOSE MANUEL VILLALOBOS	06/24/19	06/24/19			CX	1366705	$1,215.00
EP EFT	00064546	10007305	VU NGOC QUANG	06/24/19	06/24/19			CX	1366705	$1,191.00
EP EFT	00064547	10003078	DONALD S WADE	06/24/19	06/24/19			CX	1366705	$1,171.00
EP EFT	00064548	00927110	JAMES WALKER	06/24/19	06/24/19			CX	1366705	$582.00
EP EFT	00064549	00933260	LUCINDA WARREN	06/24/19	06/24/19			CX	1366705	$751.00
EP EFT	00064550	10003063	DUDLEY LOUIE WASHINGTON	06/24/19	06/24/19			CX	1366705	$1,593.00
EP EFT	00064551	10003052	GAIL M WASHINGTON	06/24/19	06/24/19			CX	1366705	$1,779.00
EP EFT	00064552	00936220	WATTS LABOR COMMUNITY ACTION	06/24/19	06/24/19			CX	1366705	$2,167.00
EP EFT	00064553	00942665	JESSE R or YVONNE A WEBB	06/24/19	06/24/19			CX	1366705	$1,501.00

City of Compton

Consolidated Checks Register

06/01/2019 to 06/30/2019

Job Number: 1366705

Check	Payee ID	Payee Name	Check Date	Cancel Date	Reverse Date	Stale Date	Status	BK Job #	Check Amount
EP EFT 00064554	00942672	JOYCE M WELLS	06/24/19	06/24/19			CX	1366705	$95.00
EP EFT 00064555	10008202	WILBERT JR& ALTHEA WILLIAMS LVNC	06/24/19	06/24/19			CX	1366705	$5,599.00
EP EFT 00064556	10008986	LACHANDRA WILKERSON	06/24/19	06/24/19			CX	1366705	$1,468.00
EP EFT 00064557	10002417	MONIQUE WILKES	06/24/19	06/24/19			CX	1366705	$5,887.00
EP EFT 00064558	10008430	LTASHIKA WILLIAMS	06/24/19	06/24/19			CX	1366705	$846.00
EP EFT 00064559	00967610	TYRONE OR GERALDINE WILLIAMS	06/24/19	06/24/19			CX	1366705	$1,701.00
EP EFT 00064560	10002712	VERONICA WILLIAMS	06/24/19	06/24/19			CX	1366705	$568.00
EP EFT 00064561	10006262	MARIE WILLIS	06/24/19	06/24/19			CX	1366705	$1,156.00
EP EFT 00064562	10001182	ROBERT L WILLIS	06/24/19	06/24/19			CX	1366705	$492.00
EP EFT 00064563	10006332	WISE CAPITAL LLC	06/24/19	06/24/19			CX	1366705	$1,406.00
EP EFT 00064564	00970020	JOHNNY OR PEGGIE WITHERS	06/24/19	06/24/19			CX	1366705	$4,551.00
EP EFT 00064565	10001519	TRINA WITHERSPOON	06/24/19	06/24/19			CX	1366705	$1,169.00
EP EFT 00064566	10005871	GIRMA WOLDE	06/24/19	06/24/19			CX	1366705	$1,794.00
EP EFT 00064567	10003218	BILLIE WOODS	06/24/19	06/24/19			CX	1366705	$488.00
EP EFT 00064568	10006920	KENNETH G WRIGHT	06/24/19	06/24/19			CX	1366705	$796.00
EP EFT 00064569	00712030	PUBLIC EMPLOYEES RETIREMENT SYST	06/25/19	06/25/19			CX	1367141	$338,666.86

SORTTOTALS

Cancelled:	$2,028,605.12
EP Group Total:	$2,028,605.12

GRANDTOTALS

Grand Total	$2,028,605.12

City of Compton

Consolidated Checks Register

06/01/2019 to 06/30/2019

Job Number: 1355571

Check	Payee ID	Payee Name	Check Date	Cancel Date	Reverse Date	Stale Date	Status	BK Job #	Check Amount
SA CHK 00001680	00561298	MOBILE MINI INC	06/04/19				IS	1355571	$159.18
SA CHK 00001681	10004183	NEW WEST LANDSCAPING	06/04/19				IS	1355571	$18,505.00
SA CHK 00001682	10004183	NEW WEST LANDSCAPING	06/04/19				IS	1355571	$23,400.00
SA CHK 00001683	10004892	KEYSER MARSTON ASSOC INC	06/11/19		06/13/19		RV	1359237	$1,830.00
SA CHK 00001684	10004183	NEW WEST LANDSCAPING	06/11/19				IS	1359237	$2,940.00
SA CHK 00001685	00978990	ZUMAR INDUSTRIES	06/11/19				IS	1359237	$4,559.24
SA CHK 00001686	10004892	KEYSER MARSTON ASSOC INC	06/18/19				IS	1363347	$1,830.00
SA CHK 00001687	00561298	MOBILE MINI INC	06/18/19				IS	1363347	$175.52
SA CHK 00001688	10004183	NEW WEST LANDSCAPING	06/26/19				IS	1368394	$2,323.00
SA CHK 00001689	10009066	ROTH & ASSOCIATES	06/26/19				IS	1368394	$3,375.00

SORTTOTALS

Issued:	$57,266.94
Reversed:	$1,830.00
SA Group Total:	$59,096.94

GRANDTOTALS

Grand Total $59,096.94

July 23, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY CLERK

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES FOR CITY'S LEGISLATIVE BODIES FOR FISCAL YEAR 2019-2020 ($35,000)

SUMMARY

Adoption of this Resolution will authorize the City Manager to enter into a twelve (12) month agreement (i.e. July 1, 2019 through June 30, 2020) with All Star Interpreting Service ("All Star") to provide Spanish language translation and interpretation services for the public meetings of the City's legislative bodies for Fiscal Year 2019-2020 and establish a purchase order in the amount of Thirty Five Thousand Dollars ($35,000).

BACKGROUND

The City Council conducts much of the City's business during its weekly public and televised meetings in the English language. A substantial portion of the City's population is Spanish speaking and the City believes that it is important for all residents of the City to understand and participate in the governance of the City, thus the need to provide interpretation and translation services for City Council meetings and other community meetings. The City conducts public meetings of its legislative bodies up to four (4) times monthly.

STATEMENT OF ISSUE

The Clerk's Office does not have staff to perform the professional services needed to provide professional, certified language translation and interpretation services for the various City's legislative bodies. Thus, informal proposals were sought and received from three (3) firms; to wit:

All Star Interpreting Service - $750.00 per meeting up to 3 ½ to 6 hours), $500.00 under 3 ½ hours.
Medrano Interpreting - $950.00 times 2 Interpreters up to 6 hours for a total of $1900.00 per meeting.
Bilingual Services International - $395.00 times 2 Interpreters up to 3 hours, $150.00 per each additional hour.

Proposals received were evaluated on experience, professionalism, knowledge, experience, etc. While each of the firms seemingly were qualified to adequately perform the tasks needed, All Star Interpreting Service proposed fees were most competitive and reasonable. Additionally, the City has previously contracted with All Star Interpreting Service and has found their services reliable and very satisfactory.

All Star has been providing translation and interpreting service for over twenty-five (25) years. All Star is a member of the American Translators Association, State and Federally Certified Interpreters and provide services for virtually every language.

All Star will provide professional Spanish language interpretation and translation services for all of the public meetings of the City's legislative bodies (i.e. City Council, Public Finance Authority, Urban Community Development Commission and Successor Agency), including regular, special and emergency meetings, which includes translation for the City's cable telecast of the aforementioned meetings. The contract with All Star will be for one (1) year (July 1, 2019 through June 30, 2020). The costs of services will remain at the rate of Seven Hundred Fifty Dollars ($750.00) per date of services rendered for the entire term of the agreement.

FISCAL IMPACT

The costs for services for Fiscal Year 2019-2020 is estimated at Thirty Five Thousand Dollars ($35,000.00). Funds for this expenditure are available in Account No. 1001-470-000-4262.

RECOMMENDATION

Staff recommends that Council approve the attached Resolution.

ALITA GODWIN, MMC
CITY CLERK

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
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 ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES FOR CITY'S LEGISLATIVE BODIES FOR FISCAL YEAR 2019-2020 ($35,000)

WHEREAS, the City Council conducts much of the City's business during its weekly public and televised meetings in the English language; and

WHEREAS, a substantial portion of the City's population is Spanish speaking and the City believes that it is important for all residents of the City to understand and participate in the governance of the City, thus the need to provide interpretation and translation services for City Council meetings and other community meetings; and

WHEREAS, All Star Interpreting Service ("All Star") has been providing translation and interpreting service for over twenty-five (25) years and is a member of the American Translators Association, State and Federally Certified Interpreters and provide services for virtually every language; and

WHEREAS, All Star will provide professional Spanish language interpretation and translation services for all of the public meetings of the City's legislative bodies (i.e. City Council, Public Finance Authority, Urban Community Development Commission and Successor Agency), including regular, special and emergency meetings, which includes translation for the City's cable telecast of the aforementioned meetings; and

WHEREAS, the contract with All Star will be for a term of one (1) year (July 1, 2019 through June 30, 2020) at a cost not to exceed Thirty Five Thousand Dollars ($35,000.00); and

WHEREAS, funds for this expenditure are available in Account No. 1001-470-000-4262 of the 2019-2020 Fiscal Year Budget.

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

Section 1. That the City Manager, upon the advice and approval of the City Attorney is authorized to enter into a twelve (12) month (i.e. July 1, 2019 through June 30, 2020) agreement with All Star Interpreting Service to provide "as-needed" professional Spanish language interpretation and translation services for all of the public meetings of the City's legislative bodies (i.e. City Council, Public Finance Authority, Urban Community Development Commission and Successor Agency), including regular, special and emergency meetings and translation for the City's cable telecast of the aforementioned meetings in an amount not-to-exceed $35,000.00.

Section 2. That a purchase order in the amount of Thirty Five Thousand Dollars ($35,000.00) is authorized to be established for All Star Interpreting Service.

Section 3. That funds for this expenditure are available in the 2019-2020 Fiscal Year budget in Account No. 1001 470 000 4262.

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

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

ADOPTED this ____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

MEDRANO
INTERPRETING

Ms. Alita Godwin
City Clerk
City of Compton
205 S. Willowbrook Avenue
Compton, California 90220

e-mail: agodwin@comptoncity.org

July 2, 2019

Dear Ms. Alita Godwin,

Please find our proposal, for interpreting services for the City Council Meetings.

Conference interpreting requires of team interpreting if the event is to last more than one hour. For the purposes of pricing, this proposal assumes that the average length of your meetings is between 3:00 and 4:00 hours. Our costs will remain the same for up to 6:00 hrs. and our prices are per interpreter.

Should you have any questions, please feel free to contact me at (626) 576-5007.

Sincerely,

Joseph W. Medrano

President/Owner
Medrano Interpreting

JOSEPH W. MEDRANO & ASSOCIATES
1828 SOUTH SIXTH STREET, ALHAMBRA, CA 91803
(626) 576-5007
www.medranointerpreting.com

MEDRANO
INTERPRETING

Proposal for
City of Compton City Council Meetings

Simultaneous Interpreting Rates

Interpreter labor is assumed to be for a full day event (a half day event is considered up to 3 hours of translation time).

Spanish Translation

Interpreter Summary	Qty	Units	Individual cost	Total cost
Spanish Conference Interpreter	2	1 full day	$ 950.00	$ 1,900.00
Total (Up to 6:00 Hrs.)				$ 1,900.00

***Note**: All materials to be translated (presentations, agendas, speaker notes, etc., should be provided by customer at least 48 hours prior to the event in pdf format so the interpreters can prepare for the meeting accordingly.

Equipment Rental Rates

We do not offer equipment rental. Customer is to provide all equipment necessary to perform services.

If listening equipment is necessary, please contact Ametron at (323) 466-4321 for any audiovisual equipment (receivers, headsets, transmitters, overhead projectors, screens, etc...) required for the event.

Event Time & Location:

Tuesday Evenings form 5:30 pm until the meeting is adjourned.

City Council Chambers at 205 S. Willow Avenue, Compton, CA 90220

Payment Terms

Payment is expected within 45 days.

Visit our website: www.medranointerpreting.com

JOSEPH W. MEDRANO & ASSOCIATES
1828 SOUTH SIXTH STREET, ALHAMBRA, CA 91803
(626) 576-5007
www.medranointerpreting.com

ALL STAR
INTERPRETING SERVICE
PROFESSIONAL INTERPRETERS AND TRANSLATORS

Ms. Alita Godwin, CMC
City Clerk
City of Compton
205 S. Willowbrook Avenue
Compton, California 90220

(310) 605-5530 phone
e-mail: agodwin@comptoncity.org

July 2, 2019

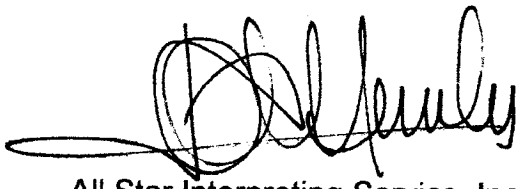
Dear Ms. Godwin,

As promised, I have attached a proposal, for the interpreting services we will provide for the City Council Meetings and any other Community Meeting to be held in Compton from this date forward.

For the purposes of pricing, this proposal assumes the consideration that the meetings will last more than 3:30 hrs. Hence, the cost will remain the same whether they lasts 3:30 and up to 6:00 hrs. In case the meeting lasts under the 3:30 hrs., the City of Compton will receive a discounted invoice as we will only charge you the basic fee of $500.00. In an effort to partner with the City once again, we are maintaining the same fees we have offered you since 2012.

I look forward to working with you again. If you have any questions, please feel free to contact me at (213)400-0925.

Sincerely,



All Star Interpreting Service, Inc.
By
Juan Carlos Morales
President and CEO

Post Office Box 250958, Glendale, CA 91225-0958
Phone (213) 400-0925 Fax (818) 547-0562
E-mail Address: jcmorales@interpreting.com

ALL STAR
INTERPRETING SERVICE
PROFESSIONAL INTERPRETERS AND TRANSLATORS

All Star's Proposal for City of Compton

If we need to schedule an event outside of the City Council Chambers and a large group of attendees is expected this is what we can offer you:

Simultaneous Interpreting Rates

Interpreter labor is assumed to be for a full day event (a half day event is considered up to 3:30 hours of translation time).

Spanish Translation

Interpreter Summary	**Qty**	**Units**		
Spanish Interpreter	1	**1.0 days**	$ 950.00	$ 950.00
Interpreter Non-Profit discount	1	**1.0 days**	$ (200.00)	$ (200.00)
Total (Up to 6:00 Hrs.)				**$ 750.00**

Equipment Rental Rates

Recommended Package

This equipment package includes:

	$/unit	qty	Extended Price
Translation Station	$ 50.00	1	$ 50.00
Sound Barrier	$ 25.00	1	$ 25.00
IR Emitter 1-channel	$ 100.00	1	$ 100.00
IR Headsets 1-channel	$ 6.00	20	$ 120.00
PA system (inc. Mixer/Amp and 2 speakers)	$ 125.00	1	$ 125.00
Wireless Microphone	$ 50.00	1	$ 50.00
Regular microphone with stand & cable	$ 25.00	1	$ 25.00
Equipment Sub-Total			**$ 495.00**

If additional headsets are required, they can be supplied at a rate of $6/unit. Please, let us know as soon as possible if any other audiovisual equipment (overhead projectors, screens, etc...) is required for the event.

A/V Technician Rates

There is a 5-hour minimum, for technician labor. A/V technician rates include travel time, equipment setup, sound check, the event and removal/clean up of the equipment.

AV Tech Summary	**Qty**	**Units**		
AV Technician	1	**hours**	$ 65.00	$ 455.00
AV Technician Non-Profit discount	1	7	$ (10.00)	$ (70.00)
Total				**$ 385.00**

Cost Summary

The following is a cost summary per event. Each item is identified and totaled for your convenience.

Labor	$ 1,135.00
Equipment	$ 495.00
Taxes on Equipment 9.25%	$ 45.79
Total	**$ 1,675.79**

Post Office Box 250958, Glendale, CA 91225-0958
Phone (213) 400-0925 Fax (818) 547-0562
E-mail Address: jcmorales@interpreting.com

ALL STAR
INTERPRETING SERVICE
PROFESSIONAL INTERPRETERS AND TRANSLATORS

Event Time & Location:

Tuesday Evenings form 5:30 pm until the meeting is adjourned.

City Council Chambers or other places within the City of Compton (To be determined)

Payment Terms

All Star Interpreting Service, Inc., is a small business and can extend these very competitive rates based on prompt payment. Payment is expected within 45 days.

Credentials

All Star Interpreting Service, Inc., has been providing translations and interpreting services since 1993. All Star Interpreting Service, Inc., works with a crew of professional certified court translators and interpreters of practically every language. Among other languages, we have provided written translations and interpretation service in Chinese, Japanese, Korean, Arabic, Armenian, Yugoslavian, Hungarian, German, French, Italian, Portuguese and of course, Spanish. Upon request, we can provide virtually any other language through our network of translators and interpreters. Being members of the American Translators Association, State and Federally Certified Interpreters we strive to provide the highest quality translations in any given circumstance.

Post Office Box 250958, Glendale, CA 91225-0958
Phone (213) 400-0925 Fax (818) 547-0562
E-mail Address: jcmorales@interpreting.com

BiLingual Services International

All Language Assistance Network

ESTIMATE FOR INTERPRETING SERVICES

Prepared for: Alita L. Godwin
Phone: (310) 605-5530
Email: agodwin@comptoncity.org

Services requested: **Spanish** interpreting services for **City Council Meetings**
Date: TBA
Time: TBA
Location: 205 South Willowbrook Avenue
Compton, CA 90220

Fees:
Half-day session (up to 3 hours) **$ 495.00 (per interpreter)**
Full day session (up to 6 hours) **$695.00 (per interpreter)**
Each additional hour or fraction thereof **$ 150.00 (per interpreter)**
Two interpreters required if meeting is scheduled for more than 1½ hours

Rush Fee: 25% ADDITIONAL IF LESS THAN 4 (FOUR) BUSINESS DAYS NOTICE IS PROVIDED.
Mileage: If applicable.
Parking: Reimbursement if validation is not available.

Cancellation and Re-scheduling Policy: Less than 4 (four) business days notice is subject to the minimum session rate charge quoted above.

Billing Policy:
50% deposit required at booking, and balance due upon receipt of invoice. VISA/ MASTERCARD is accepted for payment of the 50% deposit and/or balance due.
If paying by credit card, please fill out section below and fax to 562.424.1708, or call us with your information.

Amount: $_____ Name on Card:_____
Expiration Date:_____ Account Number:_____
CVV#:_____ Address:_____Zip code:_____

We take this opportunity to thank you for allowing us to be of service. Should this estimate of services meets with your approval, please indicate agreement by signing below. Please feel free to call our office should you have any questions or if we can be of assistance.

_____ _____
Client's Signature Date

H. M. Torres-Comas _____
BiLingual Services International Representative Date

• EXCELLENCE IN SERVICE •
SINCE1980

bilingualservices@email.com **www.bilingualservicesinternational.com**

800.436.6234

INTERPRETATION AND TRANSLATION SERVICES AGREEMENT BETWEEN THE CITY OF COMPTON AND ALL STAR INTERPRETING SERVICE

This **AGREEMENT** is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **ALL STAR INTERPRETING SERVICE** (hereinafter referred to as **"ALL STAR"**), located at 1925 Vassar Avenue, Glendale, California 91204.

RECITALS:

WHEREAS, the City Council conducts much of the City's business during its weekly public and televised meetings in the English language; and

WHEREAS, a substantial portion of the City's population is Spanish speaking; and

WHEREAS, the City believes that it is important for all residents of the City to understand and participate in the governance of the City, thus the need to provide interpretation and translation services for City Council meetings and other community meetings; and

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

WHEREAS, by Resolution No. _____, adopted on the _____ day of _____, 2019, the City Council authorized the City Manager to enter into an agreement with All Star to provide interpretation and translation services to the City; and

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

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

AGREEMENT:

1. **Services to be rendered by All Star.** It is the mutual understanding of the parties that the All Star shall perform and be responsible for providing professional Spanish language interpretation and translation services for all of the public meetings of the City's legislative bodies (i.e. City Council, Public Finance Authority, Urban Community Development Commission and Successor Agency), including regular, special and emergency meetings, which includes translation for the City's cable telecast of the aforementioned meeting. All Star shall be available for performance of services at the aforementioned public meetings of the City's legislative bodies commencing at 5:30 p.m. on any Tuesday that a meeting(s) is scheduled, unless directed otherwise by the City Clerk's Office. For special and emergency meetings of the aforementioned legislative bodies, All Star shall be available upon twenty-four (24) hours advance notice of the date and time.

All Star acknowledges that in entering into this Agreement the City is relying on All Star's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, All Star 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**.**

All Star services hereunder shall be performed in good, workmanlike and professional manner. All Star shall be responsible for correcting and completing all errors and omissions related to the services provided by the All Star 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 All Star to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release All Star from these obligations.

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

Acceptance by City of the work performed under this Agreement does not operate as a release of said All Star from such professional responsibility for the services performed.

2. Duration of Contract. The term of this Agreement shall be for the period of July 1, 2019 through June 30, 2020, unless this Agreement is terminated as provided herein.

3. Compensation. The method of payment for this Contract will be on a flat fee-for-services basis. Interpreter labor shall be assumed to be for a full day event at a cost of **Seventy Hundred Fifty Dollars ($750.00).** A half day event is considered to be up to three (3) hours of translation time, charged at a cost of **Five Hundred Dollars ($500.00)**. The total price paid All Star will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the All Star, 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 All Star and the City. Adjustment in the total compensation will not be effective until authorized and approved by written contract amendment**.**

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the All Star. If All Star fails to submit the required deliverable items according to schedule, unless the failure is through no fault of the All Star or the schedule is altered/extended by the City, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

All Star 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 All Star is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be mailed or delivered to the City Clerk at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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

All Star understand and agree that the maximum compensation authorized for the services to be performed pursuant to this Agreement is limited to a not-to-exceed sum of **Thirty Five Thousand Dollars ($35,000.00).**

In the event of termination, the All Star 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 All Star'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 Star agrees that all of its electronic and hardcopy reports, documents, disc, diskettes and other materials and work product created or assembled by it in the course of performing the services ("Work Product") hereunder are works for hire for the benefit of the City and as such is the sole property of the City. To the extent that such materials and work product do not constitute work for hire, in consideration of the payments and other covenants of the City, as set forth or called for herein, All Star hereby sells, transfers, conveys and assigns any and all of its rights therein to the City. In the event this Agreement is terminated, all Work Product produced by All Star or its agents, employees and subcontractor pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to All Star; provided, however, that if this Agreement is terminated for any reason prior to expiration of this Agreement and if under such circumstances City uses, or engages the services of and directs another All Star to use, the Work Product, City agrees to hold All Star 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 All Star, or anyone for whose acts it is responsible, in preparation of the Work Product. All Star will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others.

5. Independent Contractor Status. All Star, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "All Star"), will perform the services in All Star's own way and pursuant to this Agreement as an independent contractor and in pursuit of All Star's independent calling, and not as an employee of City. The persons used by All Star 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 All Star, except as expressly set forth in this Agreement. All Star expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that All Star shall not at any time or in any manner, represent that All Star is in any manner officers, employees, agents or volunteers of the City. All Star shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. All Star expressly waives any claim to such rights.

The payment made to All Star pursuant to the Agreement will be the full and complete compensation to which All Star is entitled. City will not make any federal or state tax withholdings on behalf of All Star or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of All Star or its employees or subcontractors. All Star 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 All

Star or any agent, employee, or contractor of All Star 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 All Star.

6. Successors, Assignment and Delegation. City and the All Star 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 All Star are material considerations for this Agreement. All Star shall not assign or transfer any interest in this Agreement or the performance of any of All Star's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of All Star'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 All Star 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. All Star 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 All Star 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 All Star'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. All Star's services are unique and personal. Except as may be agreed to by the City, All Star will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If All Star subcontracts any of the services, All Star will be fully responsible to City for the acts, errors and omissions of All Star's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as All Star is for the acts and omissions of persons directly employed by All Star. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of All Star and City. All Star will be responsible for payment of subcontractors. All Star will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to All Star's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. Other Contractors. The City reserves the right to employ other contractors in connection with the services.

10. Indemnification. All Star shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including

property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the All Star, its officers, employees, subcontractor, subcontractors or agents in the performance of the duties undertaken by All Star pursuant to this Agreement.

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

11. Insurance. Without limiting the All Star's indemnification of the City, All Star 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 All Star or All Star'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 All Star 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. All Star 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 All Star'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 All Star pursuant to this Agreement are adequate to protect All Star. The coverage will contain no special limitations on the scope of its protection to the below-indicated insureds except for Workers Compensation. All Star will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If All Star believes that any required insurance coverage is inadequate, All Star will obtain such additional insurance coverage, as All Star deems adequate, at All Star's sole expense.

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

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

Endorsements. For Commercial General Liability Insurance, All Star 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 All Star. 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, All Star 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. All Star, 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 All Star. Upon execution of this Agreement, the All Star shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

13. Maintenance of Records. All Star will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. All Star 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. All Star 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. All Star represents and warrants (i) that All Star has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with All Star'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 All Star 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 All Star has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

15. General Compliance with Laws. All Star will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by All Star, or in any way affect the performance of the services by All Star. All Star 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.

16. Termination. In the event of the All Star'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 All Star in writing. All Star 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 All Star 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 All Star, whether located at the project site, at All Star's place of business, or at the offices of a subcontractor.

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

fiscal year payments, this Agreement shall terminate immediately upon written notice from the City.

Either Party, upon tendering ten (10) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, All Star will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. All Star 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.

17. Covenants Against Contingent Fees. All Star warrants that All Star has not employed or retained any company or person, other than a bona fide employee working for All Star, to solicit or secure this Agreement, and that All Star 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.

18. 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.

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

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

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

22. 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.

23. Amendments. This Agreement may be modified or amended only be written document executed by both All Star 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.

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

25. 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.

26. 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 Provider:
All Star Interpreting Service
1925 Vassar Avenue
Glendale, California 91204
Attn: Juan Carlos Morales, President & CEO
(213) 400-9225
(213) 400-0925 – Direct
(818) 547-0562 – fax.
customerservice@allstarinterpreting.com

To City:
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Clerk
(310) 605-5530
(310) 639-4685 – fax.

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.

27. 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, ALL STAR has executed this Agreement, and the **CITY**, by its City Manager, who is authorized to do so, has executed this Agreement.

ALL STAR INTERPRETING SERVICES

Dated: _____ **By _____**
Juan Carlos Morales, President & CEO

CITY OF COMPTON

Approved by:

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

Approved as to form:

By _____ **Dated: _____**
Ruth Rugley, Acting City Attorney

ATTEST:

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

July 23, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY CLERK

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR DEBRA DUNCAN FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2019-2020 ($35,500).

SUMMARY

The City Clerk requests that the City Council adopt a resolution authorizing the City Manager to enter into an agreement with Debra Duncan for a period of twelve (12) month (i.e. July 1, 2019 through June 30, 2020) and establish a purchase order in the amount of Thirty Five Thousand Five Hundred Dollars ($35,500.00) for payment of services for transcription and preparation of meeting minutes of the City's legislative bodies and specialized electronic services for the Fiscal Year 2019-2020.

BACKGROUND

The City Clerk is responsible for recording and maintaining a full and true record of all of the proceedings of the City's legislative bodies; that is, the Compton Public Finance Authority, the Urban Community Development Commission, the Successor Agency to the Community Redevelopment Agency of the City of Compton, and the City Council ("legislative bodies").

The City contracted with Debra Duncan last fiscal year to transcribe and prepare the meeting minutes for the Compton Public Finance Authority, the Urban Community Development Commission, the Successor Agency to the Community Redevelopment Agency of the City of Compton, and the City Council ("legislative bodies"). Use of her services allows the minutes to be prepared and submitted to the various legislative bodies for review and filing in a timely manner.

In addition to transcription and preparation of meeting minutes, contractual responsibilities have included providing a variety of technological services attendant to the agenda preparation process for the City's legislative bodies, such as:

1. Export the consent Agenda from SIRE to the Granicus Live Manager System.
2. Transcribes the spoken word from video files using sophisticated software (Granicus Live/Media Manager internet-based software).
3. Include accurate time stamps for agenda items (Public Comments on Agenda and Non-Agenda Items, Consent Agenda, etc.).
4. Perform application programming operations (enters specialized vocabulary into software) to assist in the rapid and accurate translation of spoken information into electronic and print materials; (roll call, motions, votes, resolution numbers, ordinance numbers, report out of closed session items, and adjournments).
5. Records amendments to resolutions and ordinances, incidental motions, requests to withdraw or modify motions, special privileges, and disciplinary procedures.
6. Evaluates and maintains software to determine suitability.
7. Identifies and takes corrective action to resolve routine operational problems.
8. Publishes training streams as necessary.
9. Provide user accessibility to archived meetings via the internet.
10. Operates peripheral equipment such as printers, desktop computers, and copiers to provide hard copies of summary minutes.

STATEMENT OF THE ISSUE

The City Clerk's Office is minimally staffed; thus, it is vital to employ the services of an experienced and reliable provider to assure that meeting minutes are prepared and submitted to the various legislative bodies for review and filing in a timely manner.

Staff sought informal quotes through cityclerks@lists, which is a network of current and former California City Clerks. There were only two (2) responses to the request.

1. Debra Duncan: $800.00 per meeting date (inclusive of transcription services and above discussed additional responsibilities
2. Playback Communications:
   $ 85.00 per hour (onsite captioning/one-on-one)
   $120.00 per hour (onsite captioning/large screen
   $160.00 per hour (remote captioning/electronic streamline services)

The proposals/quotes received was evaluated on experience, professionalism, knowledge, etc., and staff recommends that the City contract with Debra Duncan for the needed services. In addition to quoting fees that may be higher than presented by Ms. Duncan, the proposal submitted by Playback Communications is considered "non-responsive" in that the solicitation identified the need to provide translation services not video caption services. The City has previously contracted with Ms. Duncan and has found her services reliable and very satisfactory.

Ms. Duncan will be compensated at a flat rate of $800.00 per week for each week that meetings of the legislative bodies are conducted as well as any special meetings called.

FISCAL IMPACT

The funding is currently budgeted in the City Clerk's Fiscal Year 2019-2020 budget in Account No. 1001-470-000-4262.

RECOMMENDATION

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

ALITA GODWIN, MMC
CITY CLERK

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR DEBRA DUNCAN FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2019-2020 ($35,500).

WHEREAS, the City Clerk is responsible for recording and maintaining a full and true record of all of the proceedings of the City's legislative bodies; that is, the Compton Public Finance Authority, the Urban Community Development Commission, the Successor Agency to the Community Redevelopment Agency of the City of Compton, and the City Council ("legislative bodies"); and

WHEREAS, the Clerk's Office is minimally staffed; thus, it is vital to employ the services of an experienced and reliable provider to assure that meeting minutes are prepared and submitted to the various legislative bodies for review and filing in a timely manner; and

WHEREAS, informal quotes were sought through cityclerks@list, which is a network of current and former California City Clerks.

WHEREAS, there were only two (2) responses to our request from:

Playback Communications – Non Responsive
Debra Duncan - $800.00 per meeting

WHEREAS, the City contracted with Debra Duncan last fiscal year; who is knowledgeable and experienced in the needed areas of service; to transcribe and prepare the meeting minutes for the legislative bodies of the City and use of her services allowed the minutes to be prepared and submitted to the various legislative bodies for review and filing in a timely manner; and

WHEREAS, the existing contract has expired; thus, it is requested that the City Manager be authorized to enter into a contract for a period of 12-months (i.e. July 1, 2019 through June 30, 2020); and

WHEREAS, Ms. Duncan will be compensated at a flat rate of $800.00 per week for each week that meetings of the legislative bodies are conducted as well as any special meetings called; and

WHEREAS, funds for this expenditure are available in the 2019-2020 Fiscal Year budget.

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

Section 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a contract with Debra Duncan to provide transcription services and preparation of meetings minutes for the City's legislative bodies for a period of 12-months (i.e. July 1, 2019 through June 30, 2020), payable at the flat rate of Eight Hundred Dollars ($800.00) for each week that meetings of the legislative bodies are held that Debra Duncan performs services for.

Section 2. That a purchase order in the amount of Thirty Five Thousand Five Hundred Dollars ($35,500.00) to pay for services rendered through June 30, 2020 is authorized to be established.

Section 3. That funds for this expenditure are available in the City Clerk's Fiscal Year 2019-2020 budget in Account No. 1001-470-000-4262.

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

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

ADOPTED this ____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

TRANSCRIPTION SERVICES AGREEMENT
BETWEEN
THE CITY OF COMPTON
AND
DEBRA DUNCAN

This **AGREEMENT** is entered and made 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 the **DEBRA DUNCAN** (hereinafter referred to as **"CONTRACTOR"**) located at 4016 Pine Avenue, Long Beach, California 90807.

RECITALS:

WHEREAS, the City requires the services of a qualified and experienced professional to assist the City Clerk's Office by providing transcription services for the meeting minutes for the four (4) legislative bodies of the City of Compton; i.e. the Compton Public Finance Authority, the Urban Community Development Commission, the Compton Successor Agency to the Community Redevelopment Agency of the City of Compton and the Compton City Council; and

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

WHEREAS, by Resolution No. _____, adopted on the _____ day of _____ 2019, the City Council authorized the City Manager to enter into a contract with the Contractor (Debra Duncan) to provide the needed services; and

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

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

AGREEMENT:

1. Services to be rendered by Contractor. It is the mutual understanding of the parties that the Contractor shall render services **"as-needed"** and requested by the Compton City Clerk. These services shall include, but are not limited to transcription and preparation of minutes from the Compton Public Finance Authority, the Urban Community Development Commission, the Compton City Council and the Successor Agency meetings. Services further include responsibly for providing a variety of technological services attendant to the agenda preparation process, including:

1. Export the consent Agenda from SIRE to the Granicus Live Manager System.
2. Transcribe the spoken word from video files using sophisticated software (Granicus Live/Media Manager internet-based software).
3. Include accurate time stamps for agenda items (Public Comments on Agenda and Non-Agenda Items, Consent Agenda, etc.).
4. Perform application programming operations (enter specialized vocabulary into software) to assist in the rapid and accurate translation of spoken information into electronic and print materials; (roll call, motions, votes, resolution numbers, ordinance numbers, report out of closed session items, and adjournments).
5. Record amendments to resolutions and ordinances, incidental motions, requests to withdraw or modify motions, special privileges, and disciplinary procedures.

6. Evaluate and maintain software to determine suitability.
7. Identify and take corrective action to resolve routine operational problems.
8. Publish training streams as necessary.
9. Provide user accessibility to archived meetings via the internet.
10. Operate peripheral equipment such as printers, desktop computers, and copiers to provide hard copies of summary minutes.

Contractor acknowledges that in entering into this Agreement the City is relying on Contractor's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, Contractor 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**.**

Contractor services hereunder shall be performed in good, workmanlike and professional manner. Contractor shall be responsible for correcting and completing all errors and omissions related to the services provided by the Contractor 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 Contractor to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Contractor from these obligations.

Acceptance by City of the work performed under this Agreement does not operate as a release of said Contractor from such professional responsibility for the services performed.

2. Duration of Contract. The term of this Agreement shall be for period of July 1, 2019 through June 30, 2020, unless this Agreement is terminated as provided herein.

3. Compensation. The method of payment for this Contract will be based on a fee-for-services basis, billable at an agreed rate of **Eight Hundred Dollars ($800.00)** per date for transcription and preparation of meeting minutes for each and every City of Compton legislative body (i.e. the Compton Public Finance Authority, the Urban Community Development Commission, the Compton City Council and the Successor Agency) meeting on that date. The compensation paid the Contractor includes compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the services or the scope of the project. In the instance of a change in the scope of services or scope of the project, adjustment to the compensation may be negotiated between the Contractor and the City. Adjustment in the compensation will not be effective until authorized and approved by contract amendment**.**

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Contractor. If Contractor fails to submit the required deliverable items according to schedule, unless the failure is through no fault of the Contractor or the schedule is altered/extended by the City, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

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

applicable. Invoices shall be mailed or delivered to the City Clerk at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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

The Contractor understand and agree that the maximum compensation authorized for the services to be performed pursuant to this Agreement is limited to a not-to-exceed sum of **Thirty Five Thousand Five Hundred Dollars ($35,500.00).**

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

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

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Contractor; provided, however, that if this Agreement is terminated for any reason prior to expiration of this Agreement and if under such circumstances City uses, or engages the services of and directs another Contractor to use, the Work Product, City agrees to hold Contractor 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 Contractor, or anyone for whose acts it is responsible, in preparation of the Work Product. Contractor will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others.

5. Independent Contractor Status. Contractor, its officers, employees, subcontractors, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), will perform the services in Contractor's own way and pursuant to this Agreement as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. The persons used by Contractor 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 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.

The payment made to Contractor pursuant to the Agreement will be the full and complete compensation to which Contractor is entitled. City will not make any federal or state tax withholdings on behalf of Contractor or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Contractor or its employees or subcontractors. Contractor 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 Contractor or any agent, employee, or contractor of Contractor 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 Contractor.

6. Successors, Assignment and Delegation. City and the Contractor 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 Contractor are material considerations for this Agreement. Contractor shall not assign or transfer any interest in this Agreement or the performance of any of Contractor's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of Contractor'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 Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief in accordance with requirements of City, State or Federal laws and regulations. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, creed, color, religion, age, sexual orientation, marital status, national origin, political affiliation, handicap or belief 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 Contractor 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 Contractor'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. Contractor's services are unique and personal. Except as may be agreed to by the City, Contractor will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Contractor subcontracts any of the services, Contractor will be fully responsible to City for the acts, errors and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a

subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

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

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

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

11. Insurance. Without limiting the Contractor's indemnification of the City, Contractor 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 Contractor or Contractor'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 Contractor 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. Contractor 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 Contractor's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Contractor pursuant to this Agreement are adequate to protect Contractor. The coverage will contain no special limitations on the scope of its protection to the below-indicated insureds except for Workers Compensation and errors and omissions insurance. Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense.

11.1 Commercial General Liability Insurance. $500,000.00 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

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

Endorsements. For Commercial General Liability Insurance, Contractor will insure 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 Contractor. 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, Contractor 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. Contractor, 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 Contractor. Upon execution of this Agreement, the Contractor shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

13. Maintenance of Records. Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor 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. Contractor 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. Contractor represents and warrants (i) that Contractor has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Contractor'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 Contractor 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 Contractor has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

15. General Compliance with Laws. Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the services by Contractor. Contractor 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.

16. Termination. In the event of the Contractor'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 Contractor in writing. Contractor 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 Contractor 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 Contractor, whether located at the project site, at Contractor's place of business, or at the offices of a subcontractor.

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

Either Party, upon tendering ten (10) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Contractor will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Contractor 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.

17. Covenants Against Contingent Fees. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this 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.

18. 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.

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

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

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

22. 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.

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

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

25. 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.

26. 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 Contractor:	**Debra Duncan** **4016 Pine Avenue** **Long Beach, California 90807** **(213) 880-7180**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Clerk** **(310) 605-5530** **(310) 639-4685 – fax.**
With copy to:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager**

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

27. 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, 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 _____**
Debra Duncan

CITY OF COMPTON

Approved By:

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

Approved as to form:

By _____ **Dated: _____**
Ruth Rugley, Acting City Attorney

ATTEST:

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

July 23, 2019

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **CITY CLERK**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR LEASE AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO MAILFINANCE, INC. FOR THE RENTAL OF MAIL MANAGEMENT EQUIPMENT ($22,475.40)**

SUMMARY

City Council adoption of the attached resolution will authorize the City Manager to enter into a five (5) year lease agreement (i.e. July 1, 2019 thru June 30, 2024) with MailFinance, Inc. (a Neopost USA Company), for the rental of a postage machine and other equipment used by the City Clerk's Office ("Clerk's Office"), and establish a purchase order in the amount of Four Thousand Four Hundred Ninety Five Dollars and Eight Cents ($4,495.08) per fiscal year of the agreement.

BACKGROUND

The Clerk's Office processes letter and parcels for all City departments daily, including outlying City facilities. High velocity days can average 350 letter and parcels a day per mailing.

The Clerk's Office is minimally staffed with many responsibilities to handle and does not have the personnel to manually process the mail nor does the City own the necessary postal equipment to properly and timely process the amount of mail generated by the City departments; thus, to provide efficient and effective mailing services in a timely manner, the equipment needed for processing the mail has been acquired through rental agreements over the years.

STATEMENT OF ISSUE

The Clerk's Office sought quotes from several companies that rent postal equipment and received responses from Pitney Bowes and MailFinance, Inc. (i.e. Neopost, which is the vendor that the City current rents equipment from). MailFinance, Inc. quoted a monthly rental fee of $374.58 and Pitney Bowes quoted a monthly rental fee of $305.51. After reviewing the proposals submitted, it is the staff recommendation that a lease agreement for the rental of postal equipment be with MailFinance, Inc.

If an agreement with MailFinance, Inc. is approved by the Council, the City will be renting the Neopost IN-700 Series (an upgrade from the current equipment used), which processes mail in an ecological manner, providing the Clerk's Office with access to a growing suite of services and apps to improve postal, parcel and related digital communications between the operator and the equipment. This postage machine is equipped with a mixed mail feeder, which eliminates hand sorting by size and a weighing platform that handles even the heaviest parcels – 10, 30, up to 70 pounds. The dynamic scale accurately weighs rates and classifies mail at a speed of up to 75 letters per minute, the color touch screen enhances operations and minimizes keystrokes with an easy to read panel and the power conveyor stacker keeps mail flowing to achieve maximum throughput by reducing the number of starts and stops.

While the equipment quote presented by Pitney Bowes is slightly less per month than MailFinance, Inc., the equipment capabilities for that rate does not include a scale weigh station and will not process mail pieces as fast as the equipment from MailFinance, Inc.

FINANCIAL IMPACT

The cost for the rental of the postage machine and attendant equipment, training and maintenance will be $374.58 per month (billed quarterly), amounting to a yearly costs of $4,495.08 and a total costs of $22,475.40 over five (5) years.

Funding for the rental agreement during Fiscal Year 2019-2020 is available in the Fiscal Year 2019-2020 budget in Account No. 1001 470 000 4262. Funding for the remaining contract years will be allocated in future City budgets.

RECOMMENDATION

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

ALITA GODWIN, MMC
CITY CLERK

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR LEASE AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO MAILFINANCE, INC. FOR THE RENTAL OF MAIL MANAGEMENT EQUIPMENT ($22,475.40)

WHEREAS, the City Clerk's Office ("Clerk's Office") processes letter and parcels for all City departments daily, including outlying City facilities and on high velocity days can average 350 letter and parcels a day per mailing; and

WHEREAS, the Clerk's Office is minimally staffed with many responsibilities to handle and does not have the personnel to manually process the mail nor does the City own the necessary postal equipment to properly and timely process the amount of mail generated by the City departments; thus, to provide efficient and effective mailing services in a timely manner, the equipment needed for processing the mail has been acquired through rental agreements over the years; and

WHEREAS, the Clerk's Office sought quotes from several companies that rent postal equipment and received responses from Pitney Bowes and MailFinance, Inc. (i.e. Neopost, which is the vendor that the City current rents equipment from). MailFinance, Inc. quoted a monthly rental fee of $374.58.

WHEREAS, after reviewing the proposals submitted, it is the staff recommendation that a lease agreement for the rental of postal equipment be with MailFinance, Inc.; and

WHEREAS, the cost for the rental of the postage machine and attendant equipment, training and maintenance from MailFinance, Inc. will be $374.58 per month (billed quarterly), amounting to a yearly costs of $4,495.08 and a total costs of $22,475.40 over five (5) years; and

WHEREAS, entering into a multi-year (i.e. 5 year term) leasing agreement with MailFinance, Inc. will provide costs savings to the City in that the cost is guaranteed to remain unchanged over the term of the agreement; and

WHEREAS, funding for the rental agreement during Fiscal Year 2019-2020 is available in the Fiscal Year 2019-2020 budget and funding for the remaining contract years will be allocated in future City budgets.

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

Section 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a five (5) year lease agreement (i.e. July 1, 2019 thru June 30, 2024) with MailFinance, Inc. (a Neopost USA Company), for the rental of a postage machine and other equipment used by the City Clerk's Office in the amount of Four Thousand Four Hundred Ninety Five Dollars and Eight Cents ($4,495.08) per fiscal year of the agreement..

Section 2. That funds for services provided in Fiscal Year 2019-2020 are available in the Fiscal Year 2019-2020 budget in Account No. 1001 470 000 4262. Funding for the remaining contract years will be allocated in future City budgets.

Section 3. That a purchase order is authorized to be issued in the amount of $4,495.08 for the rental of a postage machine and during Fiscal Year 2019-2020.

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

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

GOVERNMENT PRODUCT LEASE AGREEMENT
[Meter Rental Agreement]
Between
City of Compton
and
MailFinance, Inc.
Term: 7/1/2019 thru 6/30/2024

Approved as to form:

By _____ Dated: _____
Ruth A. Rugley, (Acting) City Attorney

ATTEST:

By _____Dated: _____
Alita Godwin, City Clerk

MailFinance
A Neopost USA Company

Government Product Lease Agreement
with Meter Rental Agreement

Section (A) Office Information

Office Number	Office Name	Phone #	Date
2730	Neopost West District	(310) 533-9933	06/20/2019

Section (B) Billing Information

Company Name	City of Compton		
DBA			
Billing Address	205 S Willowbrook Ave		
City State Zip+4	Compton	CA	90220-3134
Contact Name		Phone	(310) 605-5530
Contact Title		Fax	
Email Address		PO #	

Section (C) Installation Information (if different from billing information)

Company Name	City of Compton		
Installation Address	205 S Willowbrook Ave		
City State Zip+4	Compton	CA	90220-3134
Contact Name		Phone	(310) 605-5530
Contact Title		Fax	
Email Address			
Main Post Office		PO 5-Digit Zip Code	

Section (D) Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IN700SH	IN Series 700 Base w/ Mixed Size Feeder, sealer and drop tray
1	INWP70	IN Series 70 lb Weighing Platform
1	INDS7	Dynamic Weighing Platform for IN Series 700/750 Bases
1	INDW70	IN Series 6/7 Base 70lb. Differential Weighing
1	WP3070STDN	Scale Stand for ISWP30/70 & INWP30/70
1	INDU300	300 Department Upgrade - IN Series 6/7 Bases
1	IN67SUPPLYKIT	Supply Kit contains: Ink Cartridge, Ink Printhead Cleaning Cards,16oz Sure Seal Bottle & 300 Pack Meter Tapes Single Strip

Section (E) Lease Payment Information & Schedule

Tax Status:
- [x] Taxable
- [ ] Tax Exempt
  Certificate attached

Billing Frequency:
- [ ] Monthly
- [x] Quarterly
- [ ] Annually

Billing Method:
- [ ] Standard
- [ ] Arrears

Number of Months		Monthly Payment (Plus applicable taxes)
First	60	$374.58

Current Lease Number: **N14051887**

- [ ] ACH (Customer to submit authorization form)

Section (F) Postage Meter & Postage Funding Information

Meter Model	IN700AI	Machine Model	IN700SH

Postage Funding Method:
- [x] Bill Me
- [ ] Prepay by Check
- [ ] ACH Debit (Submit customer authorization form)
- [ ] OMAS
- [ ] CPU (include authorization form)

Agency Code _____ Sub Agency Code _____

Postage Funding Account:
- [x] POC
- [ ] TMS
- [ ] New
- [x] Existing

Existing Account Number: **8001474**

Service Products (Check all that apply)
- [x] Online Postal Rates iMeter™ App (SP10)
- [ ] Online Postal Expense Manager iMeter™ App (SP20/NeoStats)
- [ ] Online E-Services iMeter™ App (SP30)
- [ ] NeoShip PLUS (EP70PLUS)
- [ ] NeoShip Install & User Guide (EP70GUIDES)
- [ ] RunMyMail
- [ ] 3G/4G Cell Service
- [x] Maintenance - Standard
- [x] Automatic Ink Restocking
- [x] Installation/Training
- [ ] Software Support for premise (non-cloud) solutions

Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to NeoFunds/TotalFunds unless initialed here _____.

This document consists of a Government Product Lease ("Lease") with MailFinance Inc.; and a Postage Meter Rental Agreement ("Rental Agreement"), Maintenance Agreement, and an Online Services and Software Agreement with Neopost USA Inc.; and a NeoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Equipment-Lease-Terms-USPS-Direct-v4-16), which are also available at https://www.neopost.com/terms/government-equipment-lease-terms-usps-direct-v4-16.pdf, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

******* SEE PURCHASE ORDER ******
Authorized Signature

Print Name and Title

Date Accepted

Accepted by Neopost USA and its Affiliates

Date Accepted

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GOVERNMENT PRODUCT LEASE AGREEMENT

In this Government Product Lease Agreement (the "Lease"), the words "You" and "Your" mean the lessee, which is the entity that is identified as the Customer on the Government Product Lease Agreement Order Form ("Order Form"). "We," "Us" and "Our" mean the lessor, MailFinance Inc. "Supplier" refers to either Neopost USA Inc., or any other third party that has manufactured, or is providing services related to, the Products.

1. Lease of Products. THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE (except as provided in Section 24, below) during the Initial Term (as defined below). You agree to lease from Us the equipment, embedded software, Software, services and other products listed on the Order Form, together with all existing accessories, embedded software programs, attachments, replacements, updates, additions and repairs, (collectively the "Products") upon the terms stated herein. For the avoidance of doubt, postage meters for use in mailing machines are excluded from the definition of Products. The term "Software" means any software that is subject to this Lease, other than software programs that are embedded in the hardware. Software is subject to the additional terms as may be provided by the Supplier.

2. Promise to Pay. You promise to pay to Us the lease payment shown on the Order Form ("Lease Payment") in accordance with the payment schedule set forth thereon, plus all other amounts stated in this Lease.

3. Initial Term; Renewal.

3.1 FMV Lease. The Initial Term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). Unless You have opted for an LTOP Lease as described in Section 23, You must notify Us in writing at least thirty (30) days before the end of the Initial Term that You intend to either: (i) return the Products at the end of the Initial Term; or (ii) purchase the Products pursuant to Section 22. If You have not opted for an LTOP lease and You fail to give us such notice, then this Lease will automatically renew for consecutive periods of one (1) month each (each a "Renewal Period"). The amount You pay for the Products will remain unchanged during each Renewal Period. We will not notify You that the Initial Term or any Renewal Period is ending. You may terminate this Lease at the conclusion of any Renewal Period by giving Us thirty (30) days prior written notice of Your intent to do so. If You notify Us in writing that You intend to terminate the Lease, as set forth above, You shall either return the Products pursuant to Section 12 of this Lease or purchase the products pursuant to Section 22.

3.2 LTOP Lease. If you have opted for an LTOP Lease as described in Section 23, then the term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). At the conclusion of the Initial Term of an LTOP Lease, we shall: (i) transfer title of all hardware Products to You as set forth in Section 23; and (ii) Your license to use any Software Products shall continue without the need to make any further license payments to Us.

4. Payments. Lease Payments, and other charges provided for herein, are payable in arrears periodically as stated on the Order Form. You agree to make Lease Payments to Us at the address specified on Our invoices, or at any other place designated by Us within thirty (30) days of the date of Our invoice.

5. Delivery and Location of Products. The Products will be delivered to You at the installation address specified on the Order Form ("Installation Address") or, if no such location is specified, to Your billing address. Your acceptance of the Products occurs upon delivery of the Products. You shall not remove the Products from the Installation Address unless You first get Our written permission to do so.

6. Ownership, Use, and Maintenance of Products. We will own and have title to the Products during the Lease. You agree that the Products are and shall remain Our personal property. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. You represent that the Products will be used solely for commercial purposes and not for personal, family or household purposes. At Your own cost, You agree to maintain the Products in accordance with the applicable operation manuals and to keep the Products in good working order, ordinary wear and tear excepted.

7. Assignment of Supplier's Warranties. We hereby assign to You any warranties relating to the Products that We may have received from the Supplier.

8. Relationship of the Parties. You agree that You, not We, selected the Products and the Supplier, and that We are a separate company from the Supplier and that the Supplier is not Our agent. IF YOU ARE A PARTY TO ANY POSTAGE METER RENTAL, MAINTENANCE, SERVICE, SUPPLIES OR OTHER CONTRACT WITH ANY SUPPLIER, WE ARE NOT A PARTY THERETO, AND SUCH CONTRACT IS NOT PART OF THIS LEASE (EVEN THOUGH WE MAY, AS A CONVENIENCE TO YOU AND THE SUPPLIER, BILL AND COLLECT MONIES OWED BY YOU TO THEM).

9. Default. You will be in default under this Lease if You fail to pay any amount within ten (10) days of the due date or fail to perform or observe any other obligation in this Lease. If You default, We may, without notice to You, do any one or more of the following, at Our option, concurrently or separately: (A) cancel this Lease; (B) require You to return the Products pursuant to Section 12 below; (C) take possession of and/or render the Products unusable, and for such purposes You hereby authorize Us and Our designees to enter Your premises, with prior reasonable notice or other process of law; and (D) require You to pay to Us, on demand as liquidated damages and not as a penalty, an amount equal to the sum of: (i) all Lease Payments and other amounts then due and past due; (ii) all remaining Lease Payments for the then-current term, together with any taxes due or to become due during such term (which You agree is a reasonable estimate of Our damages); and (iii) in the event that You failed to promptly return the Products to Us, an amount equal to the remaining value of the Products at the end of the then-current term, as reasonably determined by Us. To the extent allowable by law, You shall also pay all Our costs in enforcing Our rights under this Lease, including reasonable attorneys' fees and expenses that We incur to take possession, store, repair, or dispose of the Products, as well as any other expenses that We may incur to collect amounts owed to Us. We are not required to re-lease or sell the Products if We repossess them. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

10. Finance Lease. You agree that this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). To the extent permitted by law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 2A-522, or any similar laws.

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11. Loss; Damage; Insurance. You shall: (i) bear the risk of loss and damage to the Product(s) during the Initial Term and any Renewal Period; and (ii) keep the Product(s) insured, at Your expense, against all risks of loss and damage in an amount at least equal to its full replacement cost.

12. Return of Products. Unless You take title to the tangible Products pursuant to Section 22 or Section 23, then You are required to return such Products under this Lease. In such a case, at the end of the Lease, You shall, after receiving an Equipment Return Authorization ("ERA") number from Us, promptly send the Products, at Your expense plus shipping and handling costs, to any location(s) that We designate in the contiguous United States. The Products must be properly packed for shipment with the ERA number clearly visible, freight prepaid and fully insured, and must be received in good condition, less normal wear and tear.

13. Assignment. **YOU SHALL NOT SELL, TRANSFER, ASSIGN, SUBLEASE, PLEDGE OR OTHERWISE ENCUMBER (COLLECTIVELY, "TRANSFER") THE PRODUCTS OR THIS LEASE IN WHOLE OR IN PART.**

14. Disclaimer of Warranties. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF THE PRODUCT(S), ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE. WE PROVIDE THE PRODUCTS TO YOU "AS IS," "WHERE IS" AND "WITH ALL FAULTS."

15. Limitation of Liability. WE SHALL NOT BE LIABLE TO YOU AND YOU SHALL NOT MAKE A CLAIM AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE OF ANY KIND ARISING DIRECTLY OR INDIRECTLY FROM THE DELIVERY, INSTALLATION, USE, RETURN, LOSS OF USE, DEFECT, MALFUNCTION, OR ANY OTHER MATTER RELATING TO THE PRODUCTS (COLLECTIVELY, "PRODUCT MATTERS"). NOTWITHSTANDING ANY OTHER PROVISION OF THIS LEASE, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU.

16. Notice. All notices related to this Lease to Us shall be made by You, or an attorney representing You. Notice of non-renewal of this Lease shall be made as outlined in Section 3 herein by calling 1-800-NEOPOST (636-7678). All other notices, requests and other communications hereunder shall be in writing and sent to: MailFinance Inc., 478 Wheelers Farms Road, Milford, CT 06461 ("Notice Address"). Such notices shall be considered given when: (i) delivered personally, or (ii) sent by commercial overnight courier with written confirmation of delivery. In the event that We do not accept Your offer to enter this Lease, then You have the right to a written statement that specifies the reasons that Your offer was not accepted. You can request such a statement by writing to Us at the Notice Address.

17. Integration. The Lease represents the final and only agreement between You and Us. There are no unwritten oral agreements between You and Us. The Lease can be changed only by a written agreement between You and Us. Any additional terms and conditions referenced on any Purchase Order shall be void and have no effect on this Lease.

18. Severability. In the event any provision of this Lease shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

19. Waiver or Delay. A waiver of any default hereunder or of any term or condition of this Lease shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks, or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Lease.

20. Survival of Obligations. Your obligations under this Lease shall survive any expiration or termination of any government procurement contract that may be related to it. Any obligations and duties which by their nature extend beyond the expiration or termination of this Lease shall survive the expiration or termination of this Lease.

21. Choice of Law; Venue; and Attorney's Fees. This Lease shall be governed under the laws of the State of Connecticut, without regard to conflicts of law, and jurisdiction shall lie exclusively in a court of competent jurisdiction in New Haven County, Connecticut. In any litigation or other proceeding by which one party either seeks to enforce its rights under this Lease (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Lease, to the extent allowable by law, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

22. FMV Leases. If this Lease is a fair market value lease, as indicated by the lease rate that has been used by Us to calculate Your Lease Payment then, unless You are in default, You may elect to purchase the hardware Products at the end of this Lease on an "as is, where is" basis for their fair market value, as reasonably determined by Us. In the event that You elect to do so, You must give us sixty (60) days prior written notice of Your election to purchase such Products.

23. LTOP Leases. If this Lease is a lease to purchase, as indicated by the lease rate that has been used by Us to calculate Your Lease Payments then, at the end of the Initial Term and after You have made all of the Lease Payments, We shall transfer title to all hardware Products that are subject to this Lease to You on an "as is, where is" basis.

24. Termination.

24.1 Non-Appropriation.

a. You warrant and represent that You intend to enter into this Lease for at least the entire Initial Term and that You are doing so for an essential government purpose. You agree that, prior to the expiration of the Initial Term, you shall not terminate this Lease in order to obtain the same or similar Products from another vendor.

b. You may terminate this Lease at the end of Your current fiscal year, or at the end of any subsequent fiscal year, if appropriated funds are not available to You for the Lease Payments that will be due in the next fiscal year. In the event of such a non-appropriation, then You shall provide written notice to Us that states:

> Sufficient funds have not been and will not be appropriated for the remaining payments due under the Lease. I confirm that we will not replace the Products with similar

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equipment from any other party in the succeeding fiscal year.

24.2 Convenience. You may terminate this Lease at anytime and for any reason or for no reason ("Termination for Convenience"); provided that You comply with the provisions of this paragraph. In the event of a Termination for Convenience, You shall pay Us a termination charge equal to the net present value of the periodic payments remaining in the Initial Term or, if applicable, the then-current Renewal Term, discounted to the present value at an interest rate equal to six percent (6%) per annum. Such amount must be received by Us within thirty (30) days of the effective date of the termination.

25. Additional Postage Meter Terms. If the Products require a postage meter, then You agree that Neopost USA's Postage Meter Rental Agreement shall govern your rental of such postage meter.

POSTAGE METER RENTAL AGREEMENT

1. Incorporation of Certain Terms. Customer acknowledges that: (i) it has entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease"); and (ii) if the Products that are subject to the Lease includes a mailing machine, then the terms of this Postage Meter Rental Agreement ("Rental Agreement") shall govern its rental of the Postage Meter (as defined below) for such machine. Any defined terms in the Lease shall have the same meanings in this Rental Agreement, except that "We," "Us," and "Our," refers to Neopost USA Inc., and any reference to "Products" shall refer to the Postage Meter. Sections 11, 12 and 14 through 25 of the Lease are hereby incorporated into this Rental Agreement, except that any reference in those sections to the "Lease" refer to this Rental Agreement.

2. Provisions as to Use. You acknowledge that: (i) as required by United States Postal Service ("USPS") regulations, the postage meter(s) identified on the Order Form (the "Postage Meter") is being rented to You and that it is Our property; (ii) the Postage Meter will be surrendered by You upon demand by Us; (iii) You are responsible for the control and use of the Postage Meter; (iv) You will comply with all applicable laws regarding Your use or possession of the Postage Meter; (v) the use of the Postage Meter is subject to the conditions established from time to time by the United States Postal Service; and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds. It is a violation of Federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement upon notice to You.

3. Rental Fee, Term, and Taxes. The rental fee for the Postage Meter rental during the Initial Term is included in the Lease Payment. For each Renewal Term, You agree to pay Our then-current fee for the Postage Meter rental. The Postage Meter rental fee does not include the cost of consumable supplies. The term of the rental shall be equal to the term of the Lease and is NON-CANCELABLE. You agree to pay all applicable taxes related to Your acquisition, possession, and/or use of the Postage Meter including all property taxes on the Postage Meter. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing and tracking of such charges and taxes. Notwithstanding the foregoing, in the event You are tax exempt, upon providing Us a certificate, You will not be required to pay any taxes covered by such certificate. You agree that you will return the Postage Meter at the end of the Lease term and that You will do so in the manner set forth in Section 12 of the Lease. Furthermore, You agree that if you fail to return a postage meter within thirty (30) days of receipt of the Equipment Return Authorization from Us, then You will pay a postage meter replacement fee of one thousand dollars ($1,000).

4. Postage Meter Maintenance, Inspections, and Location. We will keep the Postage Meter in good working condition during the term of this Rental Agreement. The United States Postal Service regulations may require Us to periodically inspect the Postage Meter. You agree to cooperate with Us regarding such inspections. We may, from time to time, access and download information from Your Postage Meter to provide Us with information about Your postage usage and We may share that information with Our distributors and other third parties and You hereby authorize Us to do so. You agree to promptly update Us whenever there is any change in Your name, address, telephone number, the licensing post office, or the location of the Postage Meter.

5. Postage Advances. We do not sell postage. In the event You require an emergency advance for postage, We, at Our sole discretion, may advance You money to reset the Postage Meter. If We do provide such an advance, You agree to repay Us within five (5) days from the time of such advance: (i) the amount of the emergency advance; and (ii) the then-current advance fee.

6. Default. In the event You fail to perform in accordance with the terms set forth in this Rental Agreement, or any other Agreement with Us or any of Our affiliates, including, but not limited to, MailFinance Inc., and Mailroom Finance, Inc., then We may, without notice: (i) repossess the Postage Meter(s); (ii) disable the Postage Meter; (iii) immediately terminate this Rental Agreement; and (iv) pursue any remedies available to Us at law or in equity. Furthermore, upon the return of the Postage Meter, You hereby authorize Us to offset any amount of postage remaining in the Postage Meter, prior to any refund to You, against any amount due to Us or any of Our affiliates. To the extend allowable by law, You shall also pay all of Our costs in enforcing Our rights under this Rental Agreement, including reasonable attorneys' fees and expenses that We incur to take possession, store, or repair, the Postage Meter, as well as any other expenses that We may incur to collect amounts owed to Us. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

7. Rate Updates.

A. Maintenance of Postal Rates. It is Your sole responsibility to ensure that correct amounts are applied as payment for mailing and shipping services. We shall not be responsible for returns for delivery delays, refusals, or any other problems caused by applying the incorrect rate to mail or packages.

B. Rate Updates with Online Services. If the Order Form indicates that You are enrolled in Our Online Services program, then We will make available periodic updates for Your covered Products and/or Postage Meter, including updates to maintain accurate USPS rates for the USPS services that are compatible with such Products or Postage Meter. **The rate updates that are offered with Our Online Services program are only available for products that are Integrated (as defined below) into Your mailing machine.** For the purposes of this section, "Integrated" means that the

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covered hardware cannot properly operate on a stand-alone basis and it has been incorporated into the mail machine. Products that are not Integrated including, but not limited to, all Software and scales with "ST-77," or "SE" in the model number will not receive updated rates as part of Our Online Services program (collectively "Excluded Products").

C. Rate Updates with Rate Change Protection and Software Advantage. If You have any of Our Excluded Products, You may have elected to purchase Rate Change Protection ("RCP") from Us for Your hardware products or Software Advantage for Your Software. If the Order Form indicates that You have selected RCP or Software Advantage, We will make available e the following updates for Your covered Products or Software: (i) updates to maintain accurate rates for the services offered by the USPS and other couriers that are compatible with Your covered Products or Software; and (ii) updates for major zip or zone changes that are compatible with Your covered Products or Software. If any reprogramming is required because You have moved the Products or Postage Meter to a new location, none of the services described in this Section cover the cost to do so. If You have not selected RCP or Software Advantage, You agree that We may send You periodic rate updates as needed and You agree to either: (i) promptly pay the then-current price for such update; or (ii) return the unused, update to Us within ten (10) business days of receiving it. Customers with an outstanding Accounts Receivable balance may not receive a rate update until the open balance is resolved.

8. United states postal service acknowledgement of deposit requirement. By signing this Postage Meter Rental Agreement, You acknowledge and agree that You have read the United States Postal Service Acknowledgement of Deposit (the "Acknowledgement") and will comply with its terms and conditions, as it may be amended from time to time.

9. Additional united states postal service terms.

A. By signing this Postage Meter Rental Agreement, You acknowledge that You are also entering into an Agreement with the United States Postal Service ("USPS") in accordance with the Domestic Mail Manual ("DMM") 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (collectively, "Postage Evidencing Systems" or "PES") and accept responsibility for control and use of the PES contained therein.

B. You also acknowledge You have read the DMM 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage Evidencing Systems) and agree to abide by all rules and regulations governing its use.

C. Failure to comply with the rules and regulations contained in the DMM or use of the PES in any fraudulent or unlawful scheme or enterprise may result in the revocation of this Rental Agreement.

D. You further acknowledge that any use of this PES that fraudulently deprives the USPS of revenue can cause You to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines of up to $10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to $5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802).

E. You further understand that the rules and regulations regarding use of this PES as documented in the USPS Domestic Mail Manual may be updated from time to time by the USPS and it is Your obligation to comply with any current or future rules and regulations regarding its use.

F. You are responsible for immediately reporting (within seventy-two hours or less) the theft or loss of the postage meter that is subject to this Rental Agreement. Failure to comply with this notification provision in a timely manner may result in the denial of refund of funds remaining on the postage meter at the time of the loss or theft.

NeoFunds®/TotalFunds® ACCOUNT AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease") and a Postage Meter Rental Agreement with Neopost USA Inc. (the "Rental Agreement"). If you have an eligible postage meter, then you will have access to a NeoFunds postage funding account (for Neopost POC accounts) or a TotalFunds postage funding account (for Hasler TMS accounts) and this NeoFunds/TotalFunds Account Agreement ("Account Agreement") shall govern Your use of such account. Any defined terms in the Lease or Rental Agreement shall have the same meanings in this NeoFunds Agreement, except that "We," "Us," and "Our," refer to Mailroom Finance, Inc., an affiliate of Neopost USA Inc. Sections 14 through 20 of the Lease are hereby incorporated into this Account Agreement except that any reference in those sections to the "Lease" refers to this Account Agreement.

2. Establishment and Activation of Account. You hereby authorize Us, to establish an account in Your name ("Account") for funding the purchase of postage from the United State Postal Service ("USPS") for use in the postage meter. Your Account may also be used to purchase supplies, pay for the Postage Meter rental, and obtain certain other products and services from Neopost USA. The establishment of Your Account shall be subject to Our approval of Your creditworthiness. Any use of the Account shall constitute Your acceptance of all the terms and conditions of this Account Agreement and all other documents executed or provided in connection with the Account. The Account may not be used for personal, family, or household purposes.

3. Operation of Account. Each time an employee or agent of Yours with the express, implied, or apparent authority to do so (each an "Authorized User") uses the Account to receive a postage meter reset or obtain other products or services that Neopost USA Inc. is authorized to provide, Neopost USA Inc. will notify Us of the amount to be applied to Your Account balance. If the Account is used to obtain postage, then We will transfer the requested amount of postage to the USPS on Your behalf and Your Account will be charged for the amount of postage requested and any related fees, if applicable. You can continue to pre-pay the USPS for postage and understand that pre-paid postage funds will be used first to pay for my postage meter resets. You further understand that NeoFunds/TotalFunds will provide additional available postage funds when Your pre-paid account balance is zero ($0). When You request a postage meter reset, if You have the funds on account with the USPS, those funds

automatically will be withdrawn first to pay for postage, and any additional amounts due for postage and related fees will be billed through the NeoFunds/TotalFunds Account under the terms and conditions of this Account Agreement. If the Account is used to acquire products or services from that Neopost USA is authorized to provide, then We shall pay the applicable amount to Neopost USA Inc. and add such amount to Your Account balance.

4. Payment Terms. You will receive a billing statement for each billing cycle in which You have any activity on Your Account. Payments are due on the due date shown on Your billing statement. You may pay the entire balance due or a portion of the balance, provided that You pay at least the minimum payment amount shown on Your statement. However, if You have exceeded the Account Limit, then You must pay the entire amount of any overage, as well as the minimum payment amount shown on Your statement. Whenever there is an unpaid balance outstanding on Your Account which is not paid in full by the due date shown on Your billing statement, We will charge You, and You agree to pay, interest on the unpaid balance of the Account for each day from the date the transaction is posted to Your Account until the date the unpaid balance is paid in full, at the Annual Percentage Rate (as defined below). The Account balance that is subject to a finance charge each day will include outstanding balances, minus any payments and credits received by Us on Your Account that day. The Annual Percentage Rate applicable to Your Account will be equal to the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law. Each payment will be applied to reduce the outstanding balance of Your Account and replenish the amount available to You. We may refuse to extend further credit if the amount of a requested charge plus Your existing balance exceeds Your Account Limit.

5. Account Limit and Account Fees. You agree that We will establish a credit limit on Your Account (the "Account Limit"). The exact amount of the Account Limit will be indicated on Your invoice. We may, in Our sole discretion, allow Your balance to exceed the Account Limit. In the event We do so, You agree to pay Us an additional fee equal to one percent (1%) of the amount by which the Account Limit is exceeded for each transaction that You initiate after Your Account has reached the Account Limit. Such amount will be charged to Your Account on the date that the relevant transaction(s) occurs. Unless prohibited by applicable law, You agree to pay the amounts set forth in this Account Agreement, which may include, without limitation, the amounts specified above, a fee for a late payment, a fee for any checks that are returned as a result of insufficient funds, and a fee for any ACH direct debit transactions which are rejected, and an annual account fee. All such fees shall be added to Your Account balance.

6. Cancellation and Suspension. We may at any time close or suspend Your Account or temporarily refuse to allow further charges to Your Account. You can cancel Your Account at any time by notifying Us in writing at the address provided on Your Account statement of Your desire to do so. No cancellation or suspension will affect Your obligation to pay any amounts You then owe under this Account Agreement. We will notify You of the Account balance in the event of any termination and all outstanding obligations will survive the termination of this Account Agreement by either party.

7. Default. We may declare You in default if You: (i) have made any misrepresentations to Us; (ii) at any time, have done or allowed anything that indicates to Us that You may be unable or unwilling to repay the balance of Your Account as required under this Account Agreement; or (iii) are in default under this Account Agreement or any lease, rental, or other agreement with Us, Neopost USA Inc., or their affiliates. If You are in default, or upon any cancellation of Your Account, We shall not be obligated to continue to provide the Account service or extend further credit under this Account Agreement. If We are required to take collection action or any other legal action under this Account Agreement, You shall pay upon demand by Us all court and collection costs, along with reasonable attorney's fees. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

8. Remedies. If We have declared that You are in default under this Account Agreement, then We may: (i) declare all agreements You have with Us in default and due and payable at once without notice or demand; (ii) refuse to make further advances on Your behalf to reset Your postage meter; and (iii) exercise any other rights that We may have. In addition, You agree that any default under this Account Agreement shall constitute a default under any agreement You may have with any of Our affiliates, including, but not limited to, Neopost USA Inc., MailFinance Inc.

9. Amendments. We may amend this Account Agreement, or any of its provisions, including without limitation any fees and charges and/or the Annual Percentage Rate, at any time by at least thirty (30) days written notice to You, and such written notice may be included in Your billing statement. Any such amendment will become effective on the date stated in the notice and will apply to any transactions after such date, as well as to any outstanding balance on Your Account.

10. Notice: Any notice required to be given under this Account Agreement by either party hereto shall be given if to You, at the address shown on Your Order Form, and if to Us at 478 Wheelers Farms Road, Milford, CT 06461.

11. Miscellaneous. You understand that We may obtain credit reports in connection with Your Account now and in the future. This Account Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict-of-laws rules, and any applicable federal laws. The sole jurisdiction and venue for actions related to the subject matter hereof shall be in a State or Federal Court within the State of Texas.

MAINTENANCE AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease"). Any defined terms in the Lease shall have the same meanings in this Maintenance Agreement, except that "We," "Us," and "Our," refer to Neopost USA Inc. Sections 13 through 24 of the Lease are hereby incorporated into this Maintenance Agreement, except that any reference in those sections to the "Lease" refers to this Maintenance Agreement.

2. Neopost's Terms and Conditions for Maintenance Services. If the Order Form indicates that You have purchased maintenance services, then Neopost USA Inc., or one of its affiliates, will provide maintenance services for the Products in accordance with Neopost USA Inc.'s then-current maintenance terms and pricing for the level of maintenance services that You have purchased. Those services will be provided for the entire term of the Lease and are NON-CANCELABLE. The current version of those terms and conditions are available at www.neopost.com/maintenanceagreementV0613. You

NEOPOST

agree that You have access to such terms and that they are incorporated into this Maintenance Agreement by this reference, and that You shall be bound by such terms as if they were fully stated herein. **Notwithstanding the foregoing, maintenance services are not available on HD Office Printer Series products.**

3. Auto Ink Program. If the Order Form indicates that You have elected to participate in Our Auto Ink Program (the "Program"), then you hereby authorize Us to ship You a new ink cartridge for the Product whenever the Product indicates that the then-current ink cartridge reaches twenty percent (20%) of its capacity. You authorize Us to charge the then-current fee for such cartridge (plus applicable taxes and shipping charges) to Your NeoFunds or TotalFunds Account, You may opt out of the Program at any time by sending an email to CIMneworders@neopost.com.

ONLINE SERVICES AND SOFTWARE AGREEMENT

1. Incorporation of Certain Terms. You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease"). Any defined terms in the Lease shall have the same meanings in this Online Services and Software Agreement ("OSS Agreement"), except that "We," "Us," and "Our," refer to Neopost USA Inc. Sections 13 through 24 of the Lease are hereby incorporated into this OSS Agreement, except that any reference in those sections to the "Lease" refer to this OSS Agreement.

2. License Grant and Additional Terms. In exchange for the license fees that are included in Your Lease Payment, We hereby grant to You a nonexclusive, nontransferable license to use the Software products, including related documentation, described on the Order Form solely for Your own use on or with the Products. You warrant and represent that You will not sell, transfer, disclose or otherwise make available such Software products or copies thereof to third parties; provided, however, that the Software products may be used by Your employees or independent contractors using the Products. No title or ownership of the Software products or any portion thereof is transferred to You. You acknowledge and agree that there may be additional terms and conditions that apply to Your use of any Software provided by Us. Such terms may be provided with the Software, or made available at www.neopost.com/softwareterms and may be supplemented by Us or third party licensors, from time to time, by notice to You. You acknowledge and agree that You have access to the appropriate version(s) of the applicable terms provided at the address above and corresponding to Software described on the Order Form at the time you enter this OSS Agreement. Such terms are incorporated herein by this reference and You agree to be bound by such terms as if they were fully stated herein.

3. Software Support. Unless otherwise specified in the applicable Software terms, if You have purchased support for the Software, We will provide the following for a period of one (1) year: (i) software updates and, if applicable, carrier rate updates that keep You current and compliant with supported carrier rates, fees, zone schedules, label, barcode and forms changes; (ii) updates to the Software; (iii) corrective bug fixes as released; and (iv) technical support for the Software (collectively "Software Maintenance"). At the conclusion of each year of Software Maintenance, the Software Maintenance will automatically renew for additional one-year periods at Our then-current fee for such services unless you give us at least sixty (60) days prior written notice that you wish to cancel the Software Maintenance. You acknowledge that the Software may fail to comply with applicable regulations if you do not have Software Maintenance and that We shall not have any liability in connection with any such failure. If You allow the Software Maintenance to lapse, You may reinstate such services; provided that you pay all fees that would have been due from the expiration of Your last Software Maintenance period through the reinstatement date, plus a 15% administrative surcharge.

4. Use of Websites. Neopost USA Inc. and/or any of Our affiliates, suppliers, including, but not limited to, MailFinance Inc. may, from time to time, make certain websites available to You in order to provide You with certain services ("Websites"). If You access any such Websites, You acknowledge and agree that Your use of the Website is subject to the terms of use and/or license terms in effect at the time You use the Website. Such terms are available on the Websites for Your review. You acknowledge and agree that such terms may be supplemented and modified from time to time ("Supplemental Terms"). Your use of a Website after Supplemental Terms have been issued will signify Your acceptance of those terms. In the event of a conflict between the terms of this OSS Agreement and the Supplemental Terms, the Supplemental Terms shall control.

July 23, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY CONTROLLER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SOFTWARE AND LICENSE SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER TO GOVINVEST FOR POST-RETIREMENT HEALTHCARE BENEFIT ACTUARIAL REPORTS AND PROPRIETARY SOFTWARE FOR THE PENSION AND HEALTHCARE PLAN FOR THE CITY ($56,950.00)

SUMMARY

Adoption of the attached Resolution will authorize the City Manager to accept the bid of, enter into a software and license service agreement and establish a purchase order in the amount of Fifty-Six Thousand Nine Hundred Fifty Dollars ($56,950.00) to GovInvest for post-retirement healthcare benefit actuarial reports and proprietary software for the pension and healthcare plan for the City.

BACKGROUND

Pensions are common among public employees, which includes all City of Compton employees. In many cases, the employee, employer and government make regular contributions to a pension, which is paid out in monthly increments upon the employees' retirement.

Pension payouts have become a significant challenge for governments to manage. More often than not, the amount set aside by government agencies does not mirror the actual amount owed to retirees. The discrepancies in funds allocated vs. owed are referred to as "unfunded liabilities."

GovInvest co-founders soon realized how difficult it is to navigate the actuarial reports that are used to predict how much money should be set aside annually for retiree benefit payouts. On top of that, city council members and finance directors are tasked with making these difficult and complex decisions about pension payouts outside of their day-to-day roles. While some government agencies hire expensive actuarial consulting firms to analyze the confusing spreadsheets of data, others make decisions in the dark.

GovInvest's mission is to help governments solve their unfunded pension, OPEB, and debt problems, through unique software and simple, understandable actuarial reports. They provide value by facilitating easy communication of complex

information to decision – makers and stakeholders, allowing them to understand and analyze their liabilities, and providing clear solutions. The available solution suite consists of actuarial software, actuarial valuations, and benefit consulting.

The software solution provides visuals and digestible analysis of the valuation reports that contain hundreds of convoluted assumptions and mathematical equations. GovInvest's platform also enables real-time sensitivity analysis to evaluate employee raises, medical and dental payout benefit modifications and more. This platform will also help the City of Compton properly and most accurately budget pension cost for current and retired employees. Without this software, the City becomes vulnerable to miscalculation of pension costs and can fall short of funds due to improper budgeting.

STATEMENT OF ISSUE

GovInvest is a proprietary software. Their fees include onboard fees and annual licensing fees. The fees are as follows:

- Pension:
  - $10,000 Onboarding (One-time)
  - $12,250 annual licensing fee (with 3% CPI inflator).
    TOTAL: $75,036.91 TCV (with Standard Onboarding).
- OPEB:
  - $10,000 Onboarding (One-time)
  - $10,000 annual licensing fee (with 3% CPI inflator).
    TOTAL: $63,091.36 TCV (with Standard Onboarding).
- GASB 68 report: $2,200 per report
- GASB 75 report: $12,500 per report; $6,000 per roll-forward report

FINANCIAL IMPACT

Payment schedule for the proposed software is as follows:

	FY 19-20	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24
Pension	$10,000.00*	$12,250.00	$12,617.50	$12,996.03	$13,385.91	$13,787.48
OPEB	$10,000.00*	$10,000.00	$10,300.00	$10,609.00	$10,927.27	$11,255.09
GASB 68**		$12,500.00	$6,000.00	$13,261.25	$6,365.40	$14,068.86
GASB 75**		$2,200.00	$2,266.00	$2,333.98	$2,404.00	$2,476.12

** Onboarding Fees*
*** Price reflected is per report*

Funds have been appropriated in the Fiscal Year 2019-2020 annual budget as follows:

Account	Description	Amount
1001-650-000-4222	Computer Software	$42,250.00
2100-650-000-4222	Retirement Fund	$14,700.00

Funds for Fiscal Years 2021 through 2024 will be appropriated during the budgeting process. The Pension and OPEB software fees will be charged to General Fund account number 1001-650-000-4222. The fees for the GASB 68 and GASB 75 reports will be charged to the Retirement Fund account number 2100-650-000-4222.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

RAFAELA T. KING
CITY CONTROLLER

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) YEAR SOFTWARE LICENSING SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER TO GOVINVEST FOR POST-RETIREMENT HEALTHCARE BENEFIT ACTURIAL REPORTS AND PROPRIETARY SOFTWARE FOR THE PENSION AND HEALTHCARE PLAN FOR THE CITY ($56,950.00)

WHEREAS, pensions are common among public employees, including all City of Compton employees. In many cases, the employee, employer and government make regular contributions to a pension, which is paid out in monthly increments upon the employees' retirement; and

WHEREAS, pension payouts have become a significant challenge for governments to manage; and

WHEREAS, GovInvest is a company that created software to address how difficult it is to navigate the actuarial reports that are used to predict how much money should be set aside annually for retiree benefit payouts; and

WHEREAS, GovInvest's mission is to help governments solve their unfunded pension, OPEB, and debt problems, through unique software and simple, understandable actuarial reports. They provide value by facilitating easy communication of complex information to decision – makers and stakeholders, allowing them to understand and analyze their liabilities, and providing clear solutions. The available solution suite consists of actuarial software, actuarial valuations, and benefit consulting; and

WHEREAS, the software solution provides visuals and digestible analysis of the valuation reports that contain hundreds of convoluted assumptions and mathematical equations. This platform will help the City of Compton properly and most accurately budget pension cost for current and retired employees; and

WHEREAS, GovInvest is a proprietary software with onboard and annual licensing fees. Their fees include onboard fees and annual licensing fees. The fees are as follows:

- Pension:
  - $10,000 Onboarding (One-time)
  - $12,250 annual licensing fee (with 3% CPI inflator).
    TOTAL: $75,036.91 TCV (with Standard Onboarding).
- OPEB:
  - $10,000 Onboarding (One-time)
  - $10,000 annual licensing fee (with 3% CPI inflator).
    TOTAL: $63,091.36 TCV (with Standard Onboarding).
- GASB 68 report: $2,200 per report
- GASB 75 report: $12,500 per report; $6,000 per roll-forward report

WHEREAS, GovInvest is a sole source provider. No other vendor develops and distributes similar software applications which have the same functionality as GovInvest; and

WHEREAS, staff has researched to find additional companies that offer equivalent services. None were found that offer the same services that are specifically geared toward the complexities of municipalities, including the unfunded pension costs and post- retirement health benefits. GovInvest, Inc. currently is contracted with the State of California and other municipalities and is experienced with addressing unique concerns of local government; and

WHEREAS, based on this information, along with GovInvest Inc.'s certification that they are a sole source provider, staff is recommending utilizing their software services for the City's unfunded pension liability and post-retirement healthcare benefit forecasting; and

WHEREAS, the total cost for the five (5) year Software Licensing Services Agreement, including, Onboarding, annual software licensing fees and Government Accounting Standards Board (GASB) 68 & 75 reports is $202,003.89. Reports may not be needed annually and as such will only be purchased when necessitated and required by audit requirements; and

WHEREAS, funds in the amount of $42,250.00 are available for this expenditure in the Fiscal Year 2019-2020 budget of the City Controller's Department in Account No. 1001-650-000-4222 and funds in the amount of $14,700.00 in the Retirement Fund 2100-650-000-4222; and

WHEREAS, funds for Fiscal Years 2020-21 through 2023-24 will be appropriated during the budgeting process for those respective years. The Pension and OPEB software fees will be charged to General Fund account number 1001-650-000-4222. The fees for the GASB 68 and GASB 75 reports will be charged to the Retirement Fund account number 2100-650-000-4222.

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

Section 1. That the proposal/bid of GovInvest Inc. is hereby accepted.

Section 2. That the City Manager, on the advice and approval of the City Attorney, is hereby authorizing City Manager to enter into a Software Licensing Service Agreement between the City of Compton and GovInvest, Inc. for post-retirement healthcare benefit actuarial reports and pension proprietary software for the City's pension and healthcare plan for the City.

Section 3. That funds in the amount of $42,250.00 are available in the 2019-2020 Fiscal Year budget of the City Controller Department in Account No. 1001-650-000-4222 for the payment of onboarding fees associated with the implementation of the GovInvest software.

Section 4. That funds in the amount of $14,700 are available in the 2019-2020 Fiscal Year Retirement Fund Account No. 2100-650-000-4222.

Section 5. That a purchase order in the amount of $56,950.00 is authorized to be issued to GovInvest, Inc.

Section 6. That the payment schedule for the proposed software is as follows:

	FY 19-20	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24
Pension	$10,000.00*	$12,250.00	$12,617.50	$12,996.03	$13,385.91	$13,787.48
OPEB	$10,000.00*	$10,000.00	$10,300.00	$10,609.00	$10,927.27	$11,255.09
GASB 68**		$12,500.00	$6,000.00	$13,261.25	$6,365.40	$14,068.86
GASB 75**		$2,200.00	$2,266.00	$2,333.98	$2,404.00	$2,476.12

*** Price reflected is per report*

That funds for Fiscal Years 2020-21 through 2023-24 will be appropriated during the budgeting process for those respective years. The Pension and OPEB software fees will be charged to General Fund account number 1001-650-000-4222. The fees for the GASB 68 and GASB 75 reports will be charged to the Retirement Fund account number 2100-650-000-4222.

Section 7. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, and City Controller.

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

ADOPTED this ____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

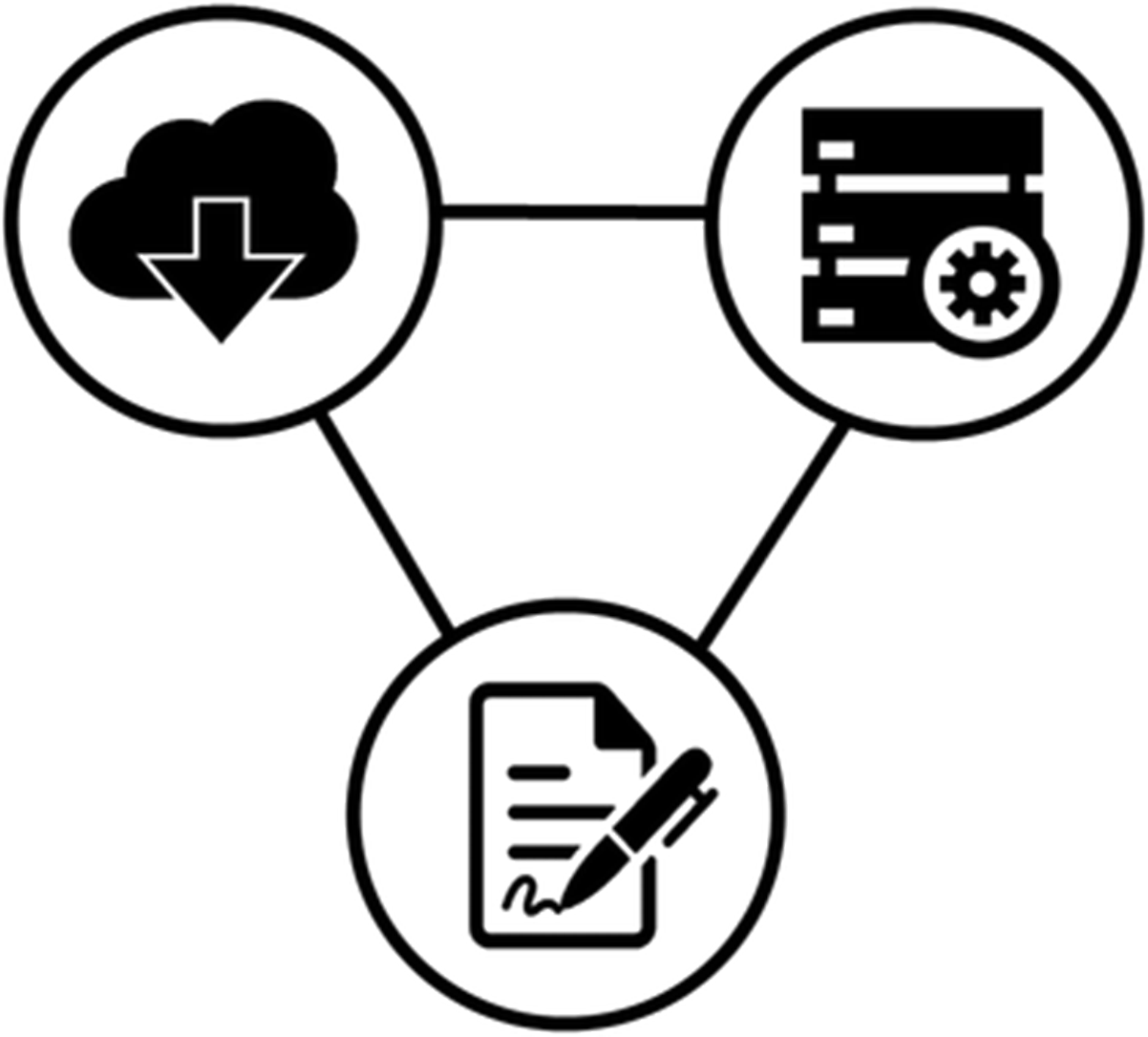
I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2019.

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

SaaS Licensing Agreement



Attention: Rafaela King, Controller

Prepared by: Ted Price, CEO

May 2, 2019

Summary of Services and Implementation

Customer:

Rafaela King, Controller
City of Compton

Services:

Service Capacity: Use of the Standard Pension Module and Other Post-Employment Benefits Module of the Total Liability Calculator; Bi-annual GASB 75 Actuarial Valuation; one roll-forward GASB 75 actuarial valuation (collectively, the "Service(s)").

Service Fees: Fees are payable in advance, subject to the terms of Section 4 herein.

Regular Annual Pricing: Total Contract Value Invoiced Annually.

Pension Module: $75,037 total contract value (including implementation). **$12,250 annual licensing fee.** (3% CPI Increase annually)
OPEB Module: $63,091 total contract value (including implementation). **$10,000 annual licensing fee.** (3% CPI Increase annually)

Discounted Annual Pricing: Total Contract Value Invoiced Up-front.

Pension Module: $58,750 total contract value. $9,750 annual licensing fee.
OPEB Module: $47,500 total contract value. $7,500 annual licensing fee.

Annual Valuation Pricing

Three (3) Bi-annual GASB 75 actuarial valuation: **$12,500 per report*** plus 3% annual CPI inflator.
Two (2) roll-forward GASB 75 actuarial valuation: **$6,000 per report*** plus 3% annual CPI inflator.
Five (5) annual GASB 68 reports: **$2,200 per report** plus 3% annual CPI inflator.

Initial Term: Five- years from Effective Date.

Implementation Services:

Company will use commercially reasonable efforts to provide Customer the services described in accordance with the terms herein, and Customer shall pay Company the Implementation Fee in accordance with the terms herein.

Pension Implementation Fee (One-Time): **$10,000**.
OPEB Implementation Fee (One-Time): **$10,000**.*

**Fee may differ after review of the OPEB actuarial information, or if plan information is missing or inaccurate. GovInvest may charge hourly rates in excess of stated fee to help City with gathering necessary data and formatting.*

SERVICE AGREEMENT

This SaaS Services Agreement ("Agreement") is entered into on this ___ day of _____, 2019 (the "Effective Date") between GovInvest, Inc. ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above Summary of Services and Implementation, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different or additional terms of any purchase order, confirmation or similar form, even if signed by the parties before or after the date hereof.

GovInvest Inc.

By: _____
Name: _____
Title: _____
Date: _____

City of Compton

By: _____
Name: _____
Title: _____
Date: _____

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit A. As part of the registration process, Customer will identify an administrative user name and password for Customer's account. Company reserves the right to refuse registration or cancel passwords it deems inappropriate.

1.2 Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Customer will not, directly or indirectly; reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to or used to provide the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted in writing by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

2.2 Further, Customer shall not export or re-export, either directly or indirectly, the Software or any copies thereof in such manner as to violate the export laws and regulations of the United States or any other applicable jurisdiction in effect from time to time (including, without limitation, when such export or re-export requires an export license or other governmental approval without first obtaining such license or approval). Without limiting the foregoing, Customer shall not permit any third parties to access or use the Services in violation of any United States export embargo, prohibition, or restriction.

2.3 Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorney's fees) in connection with any claim or action that arises from Customer's failure to comply with the terms of this Agreement or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so. Company reserves the right, in its sole discretion, to prohibit or suspend Customer's use of the Services at any time Company believes such use to be in violation of this Agreement or otherwise harmful to the Service.

2.4 Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1 One party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data ("Customer Data") provided by Customer to Company to enable the provision of the Services. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third party any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, without any action by, or involvement of, the Receiving Party or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law. The Receiving Party acknowledges that in the event of a breach of Section 3.1 by the Receiving Party, substantial injury could result to the Disclosing Party and money damages will not be a sufficient remedy for such breach. Therefore, in the event that the Receiving Party engages in, or threatens to engage in, any act which violates Section 3.1, the Disclosing Party will be entitled, in addition to all other remedies which may be available to it under law, to seek injunctive relief (including, without limitation, temporary restraining orders, or preliminary or permanent injunctions) and specific enforcement of the terms of Section 3.1. The Disclosing Party will not be required to post a bond or other security in connection with the granting of any such relief.

3.2 Company shall own and retain all rights, title and interest in and to: (i) the Services and Software, together with all improvements, enhancements, modifications, changes, translations, compilation, and derivative works thereto, (ii) any software, applications, inventions or other technology developed in connection with Implementation Services or support, (iii) any analytics generated through Customer's use of the Services, including but not limited to, any data, materials, information, and reports ("Analytics") and (iv) all intellectual property rights related to any of the foregoing. Company hereby grants Customer a non-exclusive, non-transferable and non-sublicensable license to access and use the Analytics.

3.3 Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to: (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, (ii) disclose such data solely in aggregate or other de-identified form in connection with its business, and (iii) disclose, share, license, or resell Analytics to third parties for consideration. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1 Customer will pay Company the then applicable fees described in the Summary of Services and Implementation in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth in the Summary of Services and Implementation or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or then current Renewal Term, upon thirty (30) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

4.2 Company may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

4.3 Services may be provided outside the scope encompassed within the "Summary of Services and Implementation". Said services may be subject to additional fees, which are set at $600/hour for executive-level work, $425/hour for FSA-level work, $300/hour for ASA-level work, $200/hour for analyst work, and reasonable travel expenses. Said services that are subject to additional fees will not be performed without explicit advance consent from Customer.

4.4 Company may incur business license fees that are mandated by Customer. Customer agrees to reimburse Company for said fees.

4.5 Company may incur costs for adding Customer as additional insured to Company's existing insurance policies in order to comply with Customer's insurance requirements. Customer agrees to reimburse Company for said costs.

4.6 Company may incur costs for providing a waiver of subrogation in relation to Company's existing insurance policies in order to comply with Customer's insurance requirements. Customer agrees to reimburse Company for said costs.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, the Initial Term of this Agreement shall be for a period specified in the Summary of Services and Implementation (the "Initial Term"). Upon the expiration of the Initial Term, this agreement shall automatically renew for additional periods of the same duration as the Initial Term (each a "Renewal Term"). The Initial Term and the Renewal Term are collectively referred to herein as the "Term."

5.2 In addition to any other remedies it may have, either party may terminate this Agreement upon thirty (30) days written notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner as expressed in Exhibit C. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Company does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES, THE ANALYTICS, AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Company, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

8.1 FOR ANY VALUATION SERVICES PROVIDED HEREUNDER, COMPANY IS A PASSIVE CONDUIT THAT CONNECTS CUSTOMER WITH SUBCONTRACTERS WHO PERFORM THE SERVICES AND PROVIDE THE WORK PRODUCT HEREIN. ACCORDINGLY, UNDER NO CIRCUMSTANCES WILL COMPANY HAVE ANY LIABILITY FOR THE

ACTIONS AND/OR INACTIONS OF THIRD PARTIES THAT PROVIDE THE VALUATIONS AND THE SOLE LIABILITY SHALL REST WITH SUCH THIRD PARTIES.IN NO EVENT SHALL COMPANY, BE LIABLE ON ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF CHARGES PAID BY CUSTOMER FOR THE SERVICES AND/OR DELIVERABLES WHICH GAVE RISE TO SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. IN ADDITION, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOOD WILL EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may not transfer or assign any of its rights and obligations under this Agreement without Customer's prior written consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and all waivers and modifications in this Agreement must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.

EXHIBIT A
Service Level Terms

The Services shall be available 99% of the time, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than 12 hours, Company will credit Customer 1% of Service Fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime shall begin to accrue as soon as Customer (with notice to Company) recognizes that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 12 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred. Company's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Company to provide adequate service levels under this Agreement.

EXHIBIT B
Support Terms

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 a.m. through 5:00 p.m. Pacific Standard Time, with the exclusion of Federal Holidays ("Support Hours").

Customer may initiate a help desk ticket during Support Hours by calling 310-371-7106 or any time by emailing support@govinvest.com.

Company will use commercially reasonable efforts to respond to all help desk tickets within one (1) business day.

EXHIBIT C
Disclaimer of Software Analysis

Company will use census data, plan provisions, and actuarial assumptions provided by Customer and/or Customer's actuary to develop the software for Customer. Company will rely on this information without audit. Company does not set actuarial assumptions.

Company will provide software with financially sound projections and analysis, but does not guarantee compliance with actuarial standards for funding and accounting purposes under Government Accounting Standards Board or Generally Accepted Accounting Principles.

The software will not be prepared in accordance with the actuarial standards of practice or actuarial compliance guidelines as promulgated by the American Academy of Actuaries nor will outputs constitute a Statement of Actuarial Opinion. Software results are not suitable for financial reporting purposes.

While the software is tested against actuarial valuation results, the software results will not match, nor are intended to match actuarial valuation results.

July 23, 2019

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO ACCEPT FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ACCEPTING A GIFT FROM DELTA AIRLINES INC FOR $10,000**

SUMMARY

Adoption of this resolution will amend the 2019-2020 Fiscal Year budget to accept and accept Ten Thousand Dollars ($10,000.00) in funds donated by Delta Airlines, Inc ("Delta") and authorize the City Manager to enter into a Donation Agreement with Delta which accepts their donation.

BACKGROUND

On March 26, 2019, the City Council approved resolution #24,978 for the acceptance of playground equipment donated from KaBOOM and Delta valued at $70,000.00. The resolution did not address that Delta would also be making a monetary donation to the City of $10,000.00. In order for the City to properly accept the funds, a donation agreement has to be executed and the donation must be accepted by City Council.

Delta Air Lines, Inc. typically referred as Delta, is a major American airline, with its headquarters in Atlanta, Georgia. The airline, along with its subsidiaries and regional affiliates, operates over 5,400 flights daily and serves an extensive domestic and international network that includes 325 destinations in 52 countries on six continents, as of 31 March 2019. Delta is a founding member of the SkyTeam airline alliance. Regional service is operated under the brand name Delta Connection. One of the four remaining legacy carriers, Delta is the sixth-oldest operating airline by foundation date, and the oldest airline still operating in the United States.

STATEMENT OF THE ISSUE

Delta wishes to award the City of Compton ("City") a gift, consisting of a donation of Ten Thousand Dollars ($10,000.00) with the stipulation that the funds be used for playground improvements at Gonzales Park.

FISCAL IMPACT

The 2019-2020 Fiscal Year budget will need to be amended to increase revenues and expenditures from revenue as follows:

Increase Revenue in following General Fund Accounts:

ACCOUNT NO.	DESCRIPTION	INCREASE
1001-000-000-3980	Misc. Revenue	$10,000.00

Increase Expenditures in following General Fund Accounts:

ACCOUNTNO.	DESCRIPTION	INCREASE
1001-840-000-4238	Special Projects	$10,000.00

Subsequent to the budget amendment, funds from the donation will be available in the 2019-2020 Fiscal Year budget of the Parks and Recreation Department in Account No. 1001-840-000-4238.

RECOMMENDATION

It is the recommendation of staff that the City Council adopt the attached Resolution. On approval, the City Manager will enter into an agreement with Delta Airlines, Inc accepting the donation of Ten Thousand Dollars ($10,000.00).

RAFAELA T. KING
CITY CONTROLLER

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO ACCEPT FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT ACCEPTING A GIFT FROM DELTA AIRLINES INC FOR $10,000

WHEREAS, On March 26, 2019, the City Council approved resolution #24,978 for the acceptance of playground equipment donated from KaBOOM and Delta valued at $70,000.00. The resolution did not address that Delta would also be making a monetary donation to the City of $10,000.00. In order for the City to properly accept the funds, a donation agreement has to be executed and the donation must be accepted by City Council; and

WHEREAS, Delta Air Lines, Inc. typically referred as Delta, is a major American airline, with its headquarters in Atlanta, Georgia. The airline, along with its subsidiaries and regional affiliates, operates over 5,400 flights daily and serves an extensive domestic and international network that includes 325 destinations in 52 countries on six continents, as of 31 March 2019. Delta is a founding member of the SkyTeam airline alliance. Regional service is operated under the brand name Delta Connection. One of the four remaining legacy carriers, Delta is the sixth-oldest operating airline by foundation date, and the oldest airline still operating in the United States; and

WHEREAS, Delta wishes to award the City of Compton ("City") a gift, consisting of a donation of Ten Thousand Dollars ($10,000.00) with the stipulation that the funds be used for playground improvements at Gonzales Park; and

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

WHEREAS, funds for this expenditure will require an amendment in 2019-2020 Fiscal Year budget.

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

Section 1. That the City Council wishes to and hereby does accept the monetary donation of Ten Thousand Dollars ($10,000.00) from Delta Airlines, Inc, pursuant to the stipulation that said donated funds shall be used for purposes of playground improvements at Gonzales Park, located at 1101 West Cressy Street, Compton.

Section 2. That the 2019-2020 Fiscal Year budget shall be amended to increase revenues and expenditures from revenue as follows:

Increase Revenue in following General Fund Accounts:

ACCOUNT NO.	DESCRIPTION	INCREASE
1001-000-000-3980	Misc. Revenue	$10,000.00

Increase Expenditures in following General Fund Accounts:

ACCOUNT NO.	DESCRIPTION	INCREASE
1001-840-000-4238	Special Projects	$10,000.00

Subsequent to the budget amendment, funds from the donation will be available in the 2019-2020 Fiscal Year budget of the Department of Parks and Recreation in Account No. 1001-840-000-4238.

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

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

July 23, 2019

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

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON OPPOSING CHANGES TO CURRENT STATE CARD CLUB REGULATIONS**

SUMMARY

The City Council will consider adopting the attached resolution opposing changes to current state card club regulations.

BACKGROUND

A group of seven cities in Los Angeles County, including Bell Gardens, Commerce, Compton, Cudahy, Gardena, Hawaiian Gardens, and Inglewood are members of the Self-Reliance Joint Powers Authority (hereinafter referred to as "JPA"). The JPA was formed as a coalition of cities that seek to protect their constituents and ensure the continuation of revenues collected from gaming establishments within their cities. The City of Compton has been a member of the JPA since 2006.

The Members of the JPA are similar in that each Member City has state licensed card clubs within its local jurisdiction and secure a portion of revenue generated from the operation of the clubs. The licensed card rooms are regulated by the California Gambling Control Commission and the Bureau of Gambling Control. Pursuant to Penal Code §330, a wide range of games are considered to be illegal in the City including any banking or percentage-based games. Compton Municipal Code Section 9-10 establishes licensing and regulatory procedures for gaming establishments within the City.

STATEMENT OF THE ISSUE

Residents in the State of California have repeatedly shown their support for legal gaming in California through votes on propositions, public opinion polling and in their patronage of gaming institutions. The Bureau of Gambling Control (hereinafter referred to as "the Bureau") has accepted the use of licensed third party bankers and variations of traditional games have operated legally in California for many years. Despite the support for legal gaming and the long-standing approval for such games, the Bureau stated recently, its intent to revoke the approval of various card games played in local card clubs.

Revenue from the gaming establishments represent a large share of the general funds of JPA member cities with some of the member cities reporting that gaming revenues account for up to 80% of their budgets. Changes to gaming regulations would deter individuals from attending local card clubs, which would ultimately reduce the revenue the City has depended on for important local community and public safety programs. Changes to gaming regulations could reduce the City's General Fund in an amount up to $2 million. This revenue loss would make Compton

vulnerable to cutbacks in public safety, parks and recreation (i.e. senior programs), landscape maintenance and potentially reducing the City's workforce. The City may also have to cut critically important youth programs and senior programs in a historically neglected and underserved community.

It is currently unknown what changes will be made, but the Bureau has begun hosting workshops about new restrictions including the use of the third party bankers in the play of card games in all California card clubs. The JPA has taken steps to counter the proposed policies and actions of the Bureau and one such strategy is the submission of a City Council resolution from each Member City including the City of Compton to the Attorney General.

FISCAL IMPACT

There is no fiscal impact to the General Fund for adoption of this Resolution.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution, expressing its opposition to proposed changes, which may have a negative impact on our City.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON OPPOSING CHANGES TO CURRENT STATE CARD CLUB REGULATIONS

WHEREAS, a group of seven cities in Los Angeles County, including Bell Gardens, Commerce, Compton, Cudahy, Gardena, Hawaiian Gardens, and Inglewood are members of the Self-Reliance Joint Powers Authority (hereinafter referred to as "JPA"); and

WHEREAS, the JPA was formed as a coalition of cities that seek to protect their constituents and ensure the continuation of revenues collected from gaming establishments within their cities; and

WHEREAS, the Members of the JPA are similar in that each Member City has state licensed card clubs within its local jurisdiction and secure a portion of revenue generated from the operation of the clubs; and

WHEREAS, the licensed card rooms are regulated by the California Gambling Control Commission and the Bureau of Gambling Control (hereinafter referred to as "the Bureau"); and

WHEREAS, pursuant to Penal Code §330, a wide range of games are considered to be illegal in the City including any banking or percentage-based games; and

WHEREAS, Compton Municipal Code Section 9-10 establishes licensing and regulatory procedures for gaming establishments within the City; and

WHEREAS, residents in the State of California have repeatedly shown their support for legal gaming in California through votes on propositions, public opinion polling and in their patronage of gaming institutions; and

WHEREAS, the Bureau has accepted the use of licensed third party bankers and variations of traditional games have operated legally in California for many years; and

WHEREAS, despite the support for legal gaming and the long-standing approval for such games, the Bureau stated recently, its intent to revoke the approval of various card games played in local card clubs; and

WHEREAS, revenue from the gaming establishments represent a large share of the general funds of JPA member cities with some of the member cities reporting that gaming revenues account for up to 80% of their budgets; and

WHEREAS, changes to gaming regulations could reduce the City's General Fund in an amount up to $2 million; and

WHEREAS, the JPA has taken steps to counter the proposed policies and actions of the Bureau and one such strategy is the submission of a City Council resolution from each Member City including the City of Compton to the Attorney General.

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

Section 1. That the City of Compton, as a Member City of the Self-Reliance Joint Powers Authority submits this Resolution expressing its opposition to any current state card club regulations that would result in a reduction of the City's gaming revenue.

Section 2. That a certified copy of this Resolution will be forwarded to the Attorney General of the State of California.

Section 3. That the City Council encourages its businesses and citizens to communicate its opposition to any current state card club regulations that would result in a reduction of the City's gaming revenue.

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

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

.

ADOPTED this ___ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INSTALLATION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR PRIORITY HEATING & AIR CONDITIONING, INC. FOR REPLACING THE ROOFTOP PACKAGED UNITS AT GONZALES PARK RECREATION CENTER AND POOL HOUSE LOCATED AT 1107 CRESSEY STREET ($43,474)

WHEREAS, the City of Compton owns certain real property located at 1107 Cressey Street, Compton, commonly known as the "Gonzales Park Recreation Center". This property is used as a community recreational center, offering indoor and outdoor recreational space for residents, organizations, and individuals; and

WHEREAS, the current HVAC systems located on the rooftops of the above mentioned facilities have been operating at less than optimal working order for some time; thus, causing extreme temperature variations providing the community and staff with unacceptable cold or hot conditions; and

WHEREAS, due to the fact that these HVAC units have reached "end-of-life" and are obsolete, the most prudent option available is the replacement of all seven (7) existing packaged units; and

WHEREAS, the General Services Department ("Department") solicited bids for the replacement of the ten existing rooftop package units. The following bids were submitted:

VENDOR	**AMOUNT**
Priority Heating & Air Conditioning	$43,474.00
City Wide Appliance	$45,100.00
Brown Construction & Development	$44,996.98

WHEREAS, staff has reviewed the bids and has determined that Priority Heating & Air Conditioning, Inc. was the lowest responsible bidder in the amount of $43,474.00; and

WHEREAS, funds for this expenditure are available in the approved Fiscal Year 2019-2020 budget.

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

Section 1. That the bid for Priority Heating & Air Conditioning, Inc. in the amount of Forty Three Thousand Four Hundred Seventy Four Dollars ($43,474.00) 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 Priority Heating & Air Conditioning, Inc. to replace seven (7) existing HVAC units.

Section 3. That funds for this expenditure are available in the approved Fiscal Year 2019-2020 Non-Departmental budget in Account No. 1004-610-000-4269.

Section 4. That a purchase order is authorized to Priority Heating & Air Conditioning, Inc. in the not-to-exceed amount of $43,474.00.

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

July 23, 2019

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **GENERAL SERVICES DIRECTOR**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INSTALLATION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR PRIORITY HEATING & AIR CONDITIONING, INC. FOR REPLACING THE ROOFTOP PACKAGED UNITS AT GONZALES PARK RECREATION CENTER AND POOL HOUSE LOCATED AT 1107 CRESSEY STREET ($43,474)**

SUMMARY

Adoption of this resolution will authorize the City Manager to accept the bid of Priority Heating & Air, Inc., establish a purchase order in the amount of Forty Three Thousand Four Hundred Seventy Four Dollars ($43,474.00) and execute an installation contract for the replacement of the existing rooftop package units and mini-split air conditioner at the Gonzales Park Recreation Center located at 1107 Cressey Street with four (4) 3.5 ton, one (1) 3.0 ton, one (1) 2.5 ton roof top package units, and one (1) mini-split air conditioning unit.

BACKGROUND

The City of Compton owns certain real property located at 1107 Cressey Street, Compton, commonly known as the “Gonzales Park Recreation Center”. This property is used as a community recreational center, offering indoor and outdoor recreational space for residents, organizations, and individuals.

The current HVAC systems located on the rooftop of Gonzales Park Recreation Center have been operating at less than optimal working order for some time. This has caused extreme temperature variations providing the community and staff with undesirable cold or hot conditions.

Maintaining or replacing Gonzales Park Recreation Center’s aging HVAC system will require a sizable investment by the City. Two primary paradigms exist when addressing this issue: fix-on-fail or planned budgeted replacement. The fix-on-fail scenario can be untimely and unbudgeted, yielding unfavorable outcomes. Most importantly, fix-on-fail creates unscheduled events and unwanted downtime with a loss of comfort for clients and tenants. Both of these scenarios result in negative consequences. Due to the fact that these HVAC units have reached “end-of-life” and are obsolete, the most prudent option available is the replacement of all seven (7) existing units.

STATEMENT OF ISSUE

Staff solicited bids for the subject project. The following bids were received:

CONTRACTOR	BID AMOUNT
Priority Heating & Air Conditioning, Inc.	$43,474.00
City Wide Appliance A/C & Heating Repair	$45,100.00
Brown Construction & Development	$44,996.98

Staff has reviewed the bids and has determined that Priority Heating & Air Conditioning, Inc. was the lowest responsible bidder in the amount of $43,474.00.

Staff believes that the construction work for this project can be completed within approximately thirty (30) working 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 Priority Heating & Air Conditioning, Inc. and issue a purchase order in the amount of $43,474.00.

ALTERNATIVE

None proposed. Continuing with the fix-on-fail scenario will prove to be cost prohibitive.

FISCAL IMPACT

Funds for this expenditure are available in the 2019-2020 Fiscal Year budget in Non Departmental Budget Account No. 1004-610-000-4269.

RECOMMENDATION

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

VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

INSTALLATION CONTRACT
BETWEEN
CITY OF COMPTON
AND
PRIORITY HEATING AND AIR CONDITIONING, INC.

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 **PRIORITY HEATING AND AIR CONDITIONING, INC.** (hereinafter referred to as **"CONTRACTOR"**) located at 17850 South Western Avenue, Gardena, California 90248, (each a "Party" and collectively, the "Parties").

RECITALS

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

B. Contractor is a corporation duly organized and in good standing in the State of California. Contractor represents that it is duly licensed and has the background, knowledge, experience and expertise to perform the obligations set forth in this Contract.

C. City does not have the appropriate equipment or available personnel specifically trained and experienced to perform the services required and requires the professional services of a contractor trained, certified and experienced with the purchase and installation of rooftop HVAC systems at the Gonzales Park Recreation Center building to enhance the level of energy conservation and provide appropriate temperatures within the building; and

D. City desires to engage Contractor (Priority Heating & Air Conditioning, Inc.) to provide these services by reason of its qualifications and experience in performing such services; and

E. By Resolution No. _____, adopted on the __ day of _____, 2019, the City Council gave approval to award a contract to the Contractor for the purchase and installation of new rooftop packaged units at the Gonzales Park Recreation Center building.

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

1. Services to be Performed by Contractor:

Contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all professional, technical, clerical services, the labor, materials, necessary tools, expendable equipment and all utility and transportation services used by Contractor in connection with the purchase of all necessary equipment and installation of six (6) new rooftop packaged units and one (1) wall mounted mini-split unit at the Gonzales Park Recreation Center, located at 1107 Cressey Street, Compton. More specifically, Contractor shall perform the following services:

- Isolate and disconnect electrical, condensate and controls from the existing seven (6) rooftop units and one (1) mini-split unit being replaced
- Crane all six (6) existing units off roof and properly dispose of
- Remove one (1) wall mounted mini-split unit and properly dispose of
- Provide and install one (1) wall mounted mini-split unit
- Provide and install four (4) new 3.5 ton rooftop package units with economizers and curb adapters

- Provide and install one (1) 3.0 ton rooftop package unit with economizers and curb adapters
- Provide and install one (1) 2.5 ton rooftop package unit with economizers and curb adapters
- Crane old units off and new units onto curb adapters and properly secure per local codes
- Modify and connect existing condensate piping to new units
- Provide and install new electrical service disconnects
- Provide and install drain lines, curbs and thermostats
- Start up, test units for proper operation and program all thermostats
- Work area cleaned, all trash removed

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

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

Any changes in the general scope of a task, whether initiated by City or Contractor, must be made in writing and accepted by the Parties. If the Parties believe that an adjustment to compensation or any scheduled completion dates is justified as a result of a significant change, the Parties will negotiate in good faith and agree to an adjustment to the services. Each adjustment to an assigned task shall detail the agreed changes to the applicable task, responsibility, duty, pricing, time line or other matters. The contract/task adjustment will become effective upon the execution of a Change Order by both Parties, and shall be made part of this Contract and the applicable agreed services adjustment. Contractor shall not incur any costs or modify its performance of the services based on the modifications set forth in a Change Order unless and until such Change Order is executed by the Parties. Should any contract/task adjustments result in exceeding the maximum compensation authorized, as specified in **Section 2,** below, authorization of the City's legislative body shall be required.

The manner and means used by Contractor to perform the services desired by City are at the sole discretion and control of Contractor. Contractor's services, and the result thereof, will be performed with and be the product of a high degree of professional skill and expertise and in conformance with all applicable federal and state laws, rules, regulations and guidelines ("Applicable Laws"). If, for any reason, Contractor personnel performing services under this Contract fail or are unable to perform the services required hereunder to City's reasonable satisfaction, City shall provide Contractor with written notice setting forth the nature and extent of City's issue and Contractor shall promptly remove the personnel from City's project and shall replace the personnel with another personnel of equivalent experience and qualifications. Contractor warrants that all material supplied and services performed under this Contract complies with or will comply with Applicable Laws.

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

2. Compensation:

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

The method of payment for this Contract shall be on the agreed maximum flat lump sum basis amount of **Forty Three Thousand Four Hundred Seventy Four Dollars and Zero Cents ($43,474.00)** payable as follows:

- Fifty percent (50%) due prior to commencement of work
- Fifty percent (50%) due after completion of Project

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

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 non-cancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Contractor's delivery to the City of any and all City property, documents, reports, records and materials associated with the performance of this Contract. If the Contract is terminated, in no event shall the amount(s) paid Contractor exceed the total agreed payable compensation of **$43,474.00.**

3. Commencement of Services:

The Contractor shall commence performance of the work upon Notification to Proceed from the City and continue in a diligent and professional manner until the agreed services are completed, unless this Contract is extended or terminated as provided herein. The parties anticipate that the work to be performed shall be completed within approximately thirty (30) workdays from date of commencement.

4. Key Personnel:

4.1 Contractor's Representative. Contractor hereby designates **Henry Norris, Owner** of Contractor as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

4.2 City's Representative. City hereby designates the **Director, General Services Department** or his/her designee as City's Representative for this Contract.

5. Supervision of Services:

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

6. Safety:

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

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

.a Employees and all other persons at any of the locations (i.e. "Site" or "Sites") where services are performed pursuant to this Contract;

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

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

6.1.3 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.

6.1.4 Losses not insured under property insurance which may arise from the performance of the services, 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 services, or in any other manner.

6.1.5 If City deems any part of the services or Site unsafe, City may require Contractor, without assuming responsibility for Contractor's safety program, to immediately stop performance of the services 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. 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.

8. 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 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 8.

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.

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 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:

8.2.1 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.

8.2.2 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 services 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.

8.2.3 Automotive Liability. Contractor shall provide and maintain at its own expense during the term of this Contract a program of insurance with a limit of liability of not less than **Five Hundred Thousand Dollars ($500,000.00)** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". 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; 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).

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 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.

8.3.2 The policy or policies of insurance required by Section 8.2.3 (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.

8.3.3 The policy or policies of insurance required by Section 8.2.2 (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.

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. <u>Non-Discriminatory Employment Practices:</u>

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

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

10. 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 Documents. 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.

11. Warranties:

The Contractor guarantees all equipment, materials, supplies and work furnished on the job against defective construction or 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 documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so, at the Contractor's expense. This obligation shall survive termination of the Contract. The City shall give notice promptly after discovery of the condition.

10. Independent Contractor Status:

Contractor, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the City of Compton, and is not authorized to act on behalf of the 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, joint venture or partner 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. Contractor will not be eligible for any employee benefits, nor will City make deductions from any amounts payable to Contractor of taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Contractor. Contractor retains the right to provide services for others during the term of this Contract.

11. Permits and Licenses:

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

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

12. Termination:

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

12.1 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 five (5) days written notice, terminate this Contract.

12.2 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 five (5) days written notice, terminate this Contract.

12.3 If either of the Parties fails to perform or breaches any material obligation under this Contract, then, the non-breaching Party may, without prejudice to any other right or remedy and after giving the breaching Party at least five (5) days written notice, terminate this Contract, unless an agreed extension to correct the material breach has been agreed to between the Parties.

12.4 Pursuant to the provisions of Sections 8, 9, and 14.

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.

13. Ownership of Documents/Equipment:

All electronic and hardcopy data, reports, documents, records, plans, discs, diskettes or other materials ("Documents") prepared, developed or discovered by or provided to Contractor during the course of providing services pursuant to this Contract and all equipment upgraded, repaired, replaced, maintained and/or serviced shall be and are the property of the City**,** whether or not the services are completed.

14. Force Majeure:

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

15. Waivers:

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

16. Amendments:

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

17. Notice:

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

To Contractor:	**Priority Heating & Air Conditioning, Inc.** **17850 South Western Avenue** **Gardena, California 90248** **Attn: Henry Norris, President** **(424) 232-8374 - phone** **(424) 232-8354 - fax**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: Director, General Services Department** **(310) 605-5519** **(310) 764-2143 – fax.**
With copy to:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager**

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

18. Contractors' Books and Records:

Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to work, services, expenditures and disbursements 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.

19. 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.

20. Covenants Against Contingent Fees:

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. Miscellaneous:

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

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

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

PRIORITY HEATING & AIR CONDITIONING, INC.
CONTRACTOR

Dated: _____ **By _____**
Henry Norris, President

CITY OF COMPTON
Recommended for Approval by:

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

Approved by:

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

Approved as to form:

By _____ **Dated: _____**
Ruth A. Rugley, (Acting) City Attorney

ATTEST:

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

July 23, 2019

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **COMMUNITY DEVELOPMENT DIRECTOR**

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 AGREEMENT WITH THE ARROYO GROUP FOR THE PREPARATION OF THE COMPTON STATION TRANSIT ORIENTED DEVELOPMENT (TOD) SPECIFIC PLAN ($410,000.00)**

SUMMARY

The adoption of this Resolution will accept the bid of and authorize the City Manager to enter into an agreement with The Arroyo Group for the preparation of the Compton Station Transit Oriented Development (TOD) Specific Plan in the amount of Four Hundred Ten Thousand Dollars ($410,000).

BACKGROUND

In March 2018, the City of Compton (City) was awarded a Four Hundred Ten Thousand Dollar ($410,000) grant from the Metropolitan Transportation Authority (MTA) to prepare a Transit Oriented Development (TOD) Specific Plan for the Compton Blue Line Station. The Compton Blue Line Station and its surrounding development have not been developed in a coordinated fashion or as a Transit Oriented Development (TOD). The preparation of a TOD Specific Plan will advance the appropriate travel patterns and promote the use of public transportation, reduce greenhouse gases, minimize the use of single occupant vehicles, and create a vibrant urban entertainment area for the City. The TOD Specific Plan will also increase revenues, raise the public image of the City and offer the citizens increased access to retail and entertainment services.

In November 2018, the City posted a Request for Proposals (RFP) to solicit bids that was published in the newspaper, the City's website and the National American Planning Association web site. The City received six (6) proposals in response to its RFP. The six (6) proposals are shown in the table below:

Bid Respondents	Office Location	Total Cost
The Arroyo Group	Pasadena, CA	$410,000
Dudek	Pasadena, CA	$409,930
Skidmore Ownings Merrill	Los Angeles, CA	$410,000
CalisonRTKL	Los Angeles, CA	$410,000
Kimley-Horn	Los Angeles, CA	$408,970
RRM	San Juan Capistrano, CA	$409,825

Internally, staff reviewed and rated all six (6) proposals. Of the six (6) proposals reviewed and rated, Staff selected the top three (3) proposals to interview: (i) The Arroyo Group; (ii) Dudek; and (iii) RRM. Staff did not interview the other three (3) firms' proposals because one (1) proposal was not responsive and the other two (2) proposals lacked sufficient experience in preparing TOD Specific Plans.

After completing the review and interview of the qualified proposals, Staff selected The Arroyo Group as the most qualified, lowest responsible bidder. Although not the actual lowest bid, The Arroyo Group was selected based on their extensive experience in preparing TOD Specific Plans, history of success with public outreach, and in-depth knowledge of economic market analysis to prepare the Compton Station TOD Specific Plan.

STATEMENT OF THE ISSUE

After being awarded the grant by MTA, the City subsequently accepted the grant and entered into an agreement with MTA to prepare the TOD Specific Plan. In order to accept the bid of and enter into an agreement with The Arroyo Group for the preparation of the Compton Blue Line Station TOD Specific Plan, City Council authorization is necessary.

FISCAL IMPACT

The City agreed, as a part of the application requirement for the MTA grant, to contribute local matching funds over the life of the project in the amount of Fifty Thousand Dollars ($50,000) in cash and Twenty Thousand Dollars ($20,000) in, in-kind contributions (staff time) which can be appropriated in this Fiscal Year's budget and next Fiscal Year's budget of the Community Development Department. These amounts were submitted by the City in their grant application to the MTA. MTA awarded the City the grant in the amount of $410,000 with these amounts in consideration.

Funds for this expenditure are available in the Community Development Department's 2019-2020 Fiscal Year budget in the amount of $410,000.00 as follows:

Account Number:	Description:	Expenditure:
1530-000-000-3579	MTA (Revenue)	$410,000.00

Compton Station Transit Oriented Development Specific Plan:

1530-780-000-4262	Other Professional Services	$410,000.00

The Community Development Department's 2019-2020 Fiscal Year budget will allocate $20,000 from Proposition A funds to cover a portion of the City's requisite local matching funds. In the 2020-2021 Fiscal Year budget, the Community Development Department will appropriate $30,000 in funds to pay the remaining balance.

ALTERNATIVE

None

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

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

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL
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 AGREEMENT WITH THE ARROYO GROUP FOR THE PREPARATION OF THE COMPTON STATION TRANSIT ORIENTED DEVELOPMENT (TOD) SPECIFIC PLAN ($410,000.00)

WHEREAS, in March 2018, the City of Compton (City) was awarded a Four Hundred Ten Thousand Dollar ($410,000) grant from the Metropolitan Transportation Authority (MTA) to prepare a Transit Oriented Development (TOD) Specific Plan for the Compton Blue Line Station; and

WHEREAS, the preparation of a TOD Specific Plan will advance the appropriate travel patterns and promote the use of public transportation, reduce greenhouse gases, minimize the use of single occupant vehicles, and create a vibrant urban entertainment area for the City. The TOD Specific Plan will also increase revenues, raise the public image of the City and offer the citizens increased access to retail and entertainment services; and

WHEREAS, in November 2018, the City posted a Request for Proposals (RFP) to solicit bids that was published in the newspaper, the City's website and the National American Planning Association web site; and

WHEREAS, the City received six (6) proposals in response to its RFP. The six (6) proposals are shown in the table below:

Bid Respondents	**Office Location**	**Total Cost**
The Arroyo Group	Pasadena, CA	$410,000
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Skidmore Ownings Merrill	Los Angeles, CA	$410,000
CalisonRTKL	Los Angeles, CA	$410,000
Kimley-Horn	Los Angeles, CA	$408,970
RRM	San Juan Capistrano, CA	$409,825

WHEREAS, Staff reviewed and rated all six (6) proposals. Of the six (6) proposals reviewed and rated, Staff selected the top three (3) proposals to interview: (i) The Arroyo Group; (ii) Dudek; and (iii) RRM. Staff did not interview the other three (3) firms' proposals because one (1) proposal was not responsive and the other two (2) proposals lacked sufficient experience in preparing TOD Specific Plans; and

WHEREAS, after completing the review and interview of the qualified proposals, Staff selected The Arroyo Group as the most qualified, lowest responsible bidder. Although not the actual lowest bid, The Arroyo Group was selected based on its extensive experience preparing TOD Specific Plans, history of success with public outreach, and in-depth knowledge of economic market analysis to prepare the Compton Station TOD Specific Plan; and

WHEREAS, after being awarded the grant by MTA, the City subsequently accepted the grant and entered into an agreement with MTA to prepare the TOD Specific Plan. The City agreed, as a part of the application requirement for the MTA grant, to contribute local matching funds over the life of the project in the amount of Fifty Thousand Dollars ($50,000) in cash and Twenty Thousand Dollars ($20,000) in, in-kind contributions (staff time) which can be appropriated in this Fiscal Year's budget and next Fiscal Year's budget of the Community Development Department; and

WHEREAS, funds for this expenditure are available in the Community Development Department's 2019-2020 Fiscal Year budget in the amount of $410,000.00 as follows:

Account Number:	Description:	Expenditure:
1530-000-000-3579	MTA (Revenue)	$410,000.00
Compton Station Transit Oriented Development Specific Plan:		
1530-780-000-4262	Other Professional Services	$410,000.00

The Community Development Department's 2019-2020 Fiscal Year budget will allocate $20,000 from Proposition A funds to cover a portion of the City's requisite local matching funds. In the 2020-2021 Fiscal Year budget, the Community Development Department will appropriate $30,000 in funds to pay the remaining balance; and

WHEREAS, in order to accept the bid of and enter into an agreement with The Arroyo Group for the preparation of the Compton Blue Line Station TOD Specific Plan, City Council authorization is necessary.

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

Section 1. That the bid of The Arroyo Group in the amount of Four Hundred Ten Thousand Dollars ($410,000) is hereby accepted and all other bids are rejected.

Section 2. That the City Manager, with the advice of the City Attorney, is hereby authorized to enter into an agreement with The Arroyo Group for the preparation of the Compton Blue Line Station Transit Oriented Development (TOD) Specific Plan for the amount of $410,000.

Section 3. That the funds for this expenditure are available in the Community Development Department's 2019-2020 Fiscal Year budget in the amount of $410,000.00 as follows:

Account Number:	Description:	Expenditure:
1530-000-000-3579	MTA (Revenue)	$410,000.00
Compton Station Transit Oriented Development Specific Plan:		
1530-780-000-4262	Other Professional Services	$410,000.00

That the Community Development Department's 2019-2020 Fiscal Year budget will allocate $20,000 from Proposition A funds to cover a portion of the City's requisite local matching funds. In the 2020-2021 Fiscal Year budget, the Community Development Department will appropriate $30,000 in funds to pay the remaining balance.

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 Community Development Department.

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

ADOPTED this _____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON:

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
THE ARROYO GROUP

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 **THE ARROYO GROUP** (hereinafter referred to as **"CONSULTANT"**), located at 16 North Marengo Ave, Suite 405, Pasadena, California, 91101.

RECITALS:

WHEREAS, the City was awarded a Four Hundred Ten Thousand Dollar ($410,000.00) grant from the Los Angeles County Metropolitan Transportation Authority (LACMTA) to prepare a Transit Oriented Development (TOD) Specific Plan within a half mile radius of the City of Compton's Blue Line Compton Station; and

WHEREAS, the Compton Blue Line Compton station and surrounding development have not been developed in a coordinated fashion or as a Transit Oriented development; and

WHEREAS, preparation of a Transit Oriented Development Specific Plan will advance the appropriate travel patterns and types of complimentary transit-supportive development that will increase transit ridership, reduce greenhouse gases through encouraging in-fill development, reducing the reliance of private vehicles while creating a vibrant urban entertainment area for the city; and

WHEREAS, preparation of a Transit Oriented Development Specific Plan will increase revenues, raise the public image of the City, offer the citizens increased retail and entertainment services; and

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

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

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

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

AGREEMENT:

1. **Services to Be Rendered by Consultant.** It is the mutual understanding of the parties that the Consultant shall perform and provide the following scope of services and those specified in Attachment B for the purpose of achieving the primary and secondary objectives listed below:

Primary Objective:

The goal of the TOD Specific Plan is to support transit oriented development by creating a new TOD-SP for the Compton Station by offering a safe and secure mixed use environment that creates and promotes a livable, walkable, urban pedestrian/transit-oriented village style community with visually identifiable boundaries, architecture, sustainable design elements and TOD oriented name.

Secondary Objectives:

1. To create a signature high profile development in the downtown city center.
2. To facilitate and promote a diverse mixed land use environment on Compton Blvd. and Willowbrook Ave. providing residential and commercial services to support transit connectivity and ridership.
3. To improve the aesthetics of the downtown civic center area by providing new mixed land use buildings with signature architectural styles and high quality materials, colors, lighting and textures.

Scope of Services:

TASK 1. Project Management Administration

1. Participate in regular coordination calls with the City Project Manager. These can be scheduled weekly or biweekly as needed by staff.
2. Meet with City staff to discuss the TOD Specific Plan timeline and budget of the project as needed.
3. Meet with City staff to review and assess the content and scope of the Specific Plan approved between the City and LACMTA. At a minimum the Specific Plan document should discuss the following goals:

    a. Strategies for the construction of a joint use municipal parking structure for the Compton Station area retail and residential land uses.
    b. Create small lot acquisition and consolidation strategies/opportunities that will facilitate development on multiple small downtown lots.
    c. Potential grant opportunities to create physical amenities within the Specific Plan area.
    d. Public/Private opportunities for future partnership development opportunities.
    e. Identify underutilized properties where the land use, orientation, and/or the intensity of current development are inconsistent with the long term vision of the TOD-SP area.
    f. Create a new “City Center” adjacent to the Compton Station.
    g. Analyze the existing regulatory structure of the City and propose revisions to facilitate the implementation of the TOD-Specific Plan. Then subsequently prepare all amendments to the General Plan and Municipal Code needed to implement the TOD-Specific Plan.
    h. Improve station access through concentration of land use near the station and using MTA’s First and Last mile program principles drawing from the Blue Line First/Last Mile Plan as a guide.

Deliverables: Minutes of meetings/phone conference calls (Digital).

TASK 2. Station Area Analysis

1. Prepare an Existing Conditions Report/Analysis incorporating analysis of the following areas/subjects:

    a. Market Feasibility Analysis of the Specific Plan's development viability around the Blue Line Compton Station TOD Plan to ensure the TOD-SP document is a fiscally developable plan. Market data to be collected will include rental and sales prices, vacancy and operating costs, building and parking construction costs (including surface versus structured parking facilities), average contingency factors, required profits and market returns, as well as demographics. Development information will also be complied, such as parcel configurations, building sizes, age of structures, floor area ratios (FARs), residential densities, and assessed land and building valuations.
    Develop pro forma evaluations of six (6) land use concepts that will assist in the formulation of feasible residential and non-residential land uses, including an affordable housing Density Bonus Incentive program. Also, evaluate the pros and cons of newer capital financing techniques, in particular EIFD's and CRIA's.
    b. Review Metro Transit Supportive Planning Toolkit's 10 Characteristics of Transit-Supportive Places.
    c. Incorporate an analysis regarding community-specific equity issues as identified in the initial, listening phase of outreach.
    d. Affordable housing analysis looking at rent burden, housing plus transportation burden, overcrowding, accessory dwelling units and the presence of subsidized housing.
    e. Evaluate the relationship of the Blue Line First/Last Mile Plan to TOD Plan goals and potential change areas. Equity analysis will help inform design and prioritization of implementation actions.
    f. Circulation System analysis, and an existing utilities study and capacity study denoting any current capacity deficiencies as discovered during research. This information should be in narrative and graphic formats.
    g. Demographic Analysis of the residents and economic characteristics of the project area.
    h. *Parking Study and Parking Management Plan* – The parking study will identify opportunities to reduce parking ratios, manage existing parking and promote shared parking, as well as identify any areas within the TOD Specific Plan area that have deficient supply, based on inventory of on-street and off-street parking supply and hourly utilization. The feasibility and costs associated with building a shared parking structure to serve the district will be evaluated.
    i. Document existing opportunity areas for public art, small landscaped gardens, plazas and water features.
    j. Identify and map all existing land uses and zoning within the project area and provide a breakdown of the different land uses and zoning by acreage and activity status. This information should be in narrative and graphic formats.

Deliverables: Existing Conditions Report and appendices (Digital and Hardcopy).

TASK 3. Conduct Outreach: Focus Groups with Key Community Stakeholders

The Arroyo Group Team will lead a series of interviews and small focus groups with stakeholders or representative of stakeholder groups such as property owners, educational institutions, neighborhood associations, churches, transportation and housing advocates, etc. The general and targeted community outreach meetings are to develop project consensus of the Specific Plan vision amongst the various residents, businesses, and institutional stakeholders. Interviews will be scheduled to occur during one full day at Compton City Hall, with the possibility to substitute for phone interviews if scheduling conflicts arise. Additional Arroyo outreach activities/events will include the following:

a. Establish a Stakeholders Advisory Committee consisting of 12 persons from the community (Resident and Property Owners) and land development profession. The Arroyo Group Team will facilitate two (2) meetings of a Stakeholders Advisory Committee comprised of stakeholders interviewed and others as appropriate.
b. Conduct two-(2) project area wide workshop community outreach meetings.
c. Conduct three (3) additional outreach events/meetings, oriented toward obtaining inputs from demographic groups less likely to participate in public workshops, such as youth, low-income residents and immigrants and/or the public in general outside of a formal setting.
d. Conduct interviews with TOD developers and TOD stakeholders to gather their input on any foreseeable issues and constraints of development within the TOD-SP project area.

Deliverables: Stakeholder interview list, committee list of members, meeting agendas, presentation, meeting materials and summary notes for each outreach event/interview/meeting (Digital and Hardcopy).

Task 4. Prepare Planning Documents (Specific Plan, General Plan element updates and Municipal Code Amendments).

1. Prepare a Transit Oriented Development Specific Plan that:

   a. Unifies the variety of different existing and future land uses creating a comprehensive land use plan. Identify development opportunities, options to reconfigure existing buildings, reduce existing ground level parking areas, replacement of existing land uses with more marketable land uses, including high density residential to serve as a foundation for the Blue Line Compton Station TOD plan. This Specific Plan would look at ways to support increased development intensities and densities, parking reduction strategies including development of shared-use parking structure, while increasing transit service connections to local employers, including the potential for expansion of the City's Compton Renaissance Transit service.

   b. Creates direct safe pedestrian and bicycle access routes from the Blue Line Compton Station to the surrounding development with infrastructure that supports potential shared mobility devices.

c. Emphasizes pedestrian and vehicular connections that could increase transit usage while decreasing vehicle trips in the project area and promotes increased development intensities.

d. Encourages reuse activities that replace existing non-economic land uses for more economically productive land uses. This includes the adaptive re-use of existing facilities such as the existing residential and commercial land uses.

e. Provides objective metrics that show how the Specific Plan will result in measurable reductions in the project area's greenhouse gases and vehicle trips.

2. Prepare the necessary draft general plan element updates, municipal code amendments and TOD Specific Plan for staff review and comment.

Deliverables: Administrative Draft Specific Plan, General Plan Amendment, Municipal Code Amendment (Digital and Hardcopy).

Task 5. Program Environmental Impact Report Preparation

Prepare a Program EIR and all California Environmental Quality Act documentation needed to such as the Initial Study, all technical reports, response to comments and all required State CEQA notices (NOP, NOC, NOD). The Program EIR shall explore project level environmental clearance where practical for the entire TOD-SP project area.

Deliverables: Program Environmental Impact Report (Digital and Hardcopy).

TASK 6. Planning Commission and City Council Public Hearings

The Arroyo Group Team will be available to prepare and/or make a presentation to the Planning Commission and City Council at one (1) hearing at each body.

Deliverables: Presentations for hearings.

The Arroyo Group Team scope of services will also include Attachment "A' entitled "Attachment B - Scope of Work" which incorporates the above 6 tasks and several sub tasks.

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.

Philip Burns, Project Manager of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the project is complete, unless terminated earlier. The parties anticipate that **Consultant's services will be completed twenty-four (24) months from issuance of the Notice to Proceed.**

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

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

3. Compensation. The method of payment for this Contract will be on a fee-for-services, per Task, billable at the rates identified within Consultant's **"Fee Proposal,"** included with Consultant's **"Response to Request for Proposals,"** dated January 14, 2019, which is incorporated herein. It is understood and agreed between the parties that the maximum compensation payable for the services provided by the Consultant during the term of this Agreement shall be limited to a not-to-exceed amount of **Four Hundred Ten Thousand Dollars ($410,000.00).** The total price paid the Consultant will include compensation for all work, including materials, supplies, vendor services, expenses and subcontracted work (Meals and lodging is not included). No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

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

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

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

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

The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than $1,000,000 per claim. The coverage shall also provide an extended two (2) year 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 provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant shall 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 sub-consultant.

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

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

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

19. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate

ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

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

- is not currently under suspension, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- 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.

_____ _____

Phillip Burns, Principal **(Date)**

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

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

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

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

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

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

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

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

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

TO CONSULTANT:	**THE ARROYO GROUP** **16 NORTH MARENGO AVE, SUITE 405,** **PASADENA, CALIFORNIA, 91101** **Attn: Mr. Philip Burns, Principal, (323) 382-2402**
TO CITY:	**CITY OF COMPTON** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: Robert Delgadillo, Senior Planner** **Community Development Department** **(310) 605-5532**

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

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

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

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

THE ARROYO GROUP CONSULTANT

Dated: _____ **By _____**
Phillip Burns, Principal

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Richard Rojas, Director
Community Development Department

Approved by:

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

Approved as to form:

By _____ **Dated: _____**
Ruth A. Rugley, Acting City Attorney

ATTEST:

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

ATTACHMENT B

SCOPE OF WORK

PROJECT TITLE: COMPTON STATION TOD-SP

Project Funding: MTA

LACMTA Grant Funds	$ 410,000
Local Match - Cash	$ 50,000
Local Match -In Kind	$ 20,000
Total	$ 480,000

Project Location: Compton Metro Blue-Line Station

Project Objective: The City of Compton will prepare to adopt a Transit Oriented Development Specific Plan and any other regulatory changes necessary to implement transit-oriented development by:

- Creating a new TOD Specific Plan;
- Amending the General Plan (including but not limited to the Housing, Land Use, Circulation, Community Facilities, Economic Prosperity, Open Space, Noise and Safety Elements) and, the Zoning Code as appropriate/needed to implement the transit supportive Specific Plan; and
- Performing the required CEQA environmental review.

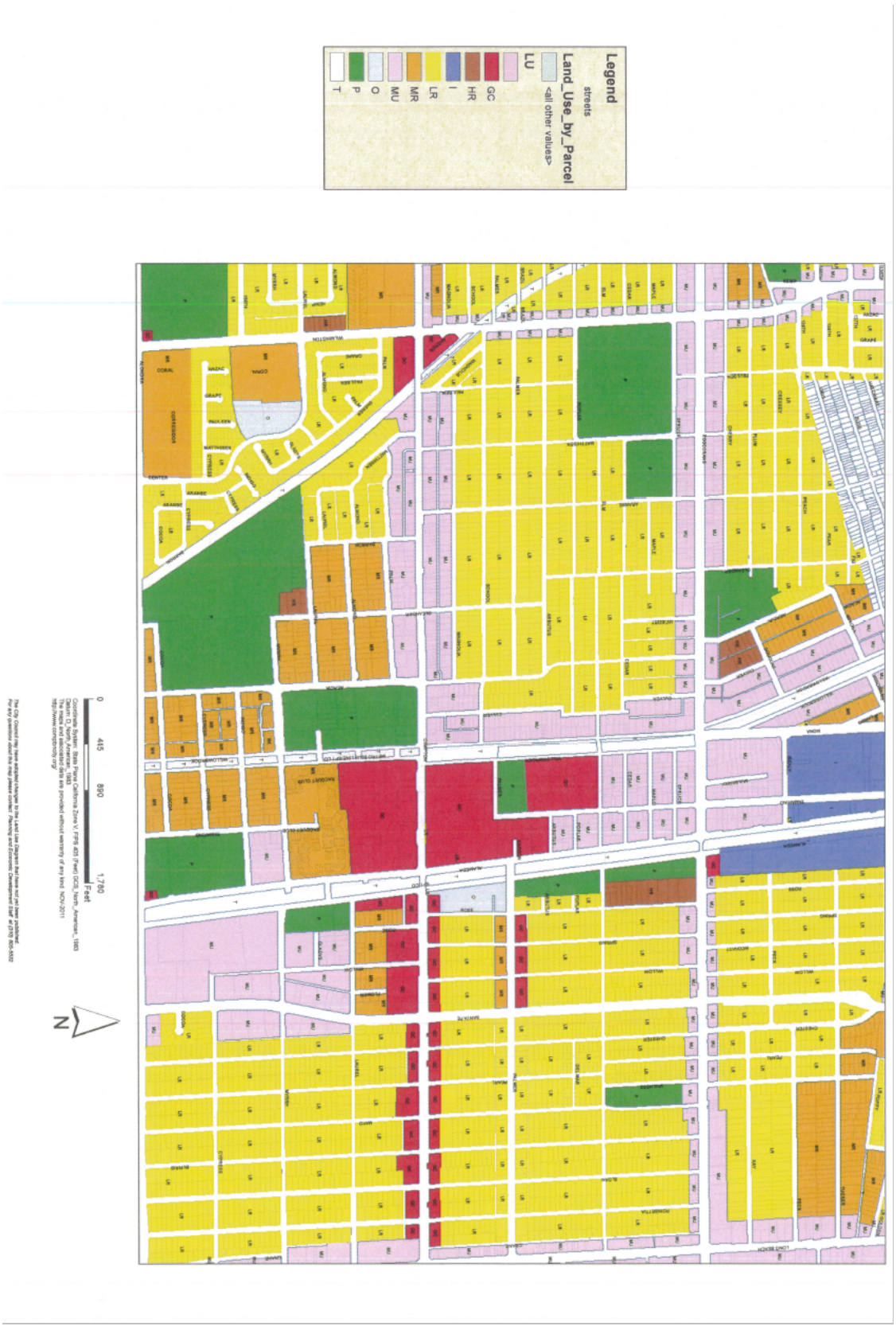
The following map(s) illustrate the Project Area's boundaries and existing land use and zoning categories. Parcels within a 1/2-mile radius and/or adjacent transit corridors are highlighted (as this would be a focus area for most stations), as are potential boundaries that extend to parcels beyond the highlighted areas that will be evaluated as the planning process proceeds.

The tasks set forth in the following pages may be modified by the City without the need to amend this Agreement. Any changes to the tasks which are approved in writing by both LACMTA and the City shall be automatically incorporated into this Agreement.

COMPTON STATION TRANSIT ORIENTED SPECIFC PLAN PROJECT AREA




Legend
streets
RA - Residential Agriculture
RL - Low Density Residential
RM - Medium Density Residential
RH - High Density Residential
P - Parking
PRL - Parking/Low Density Residential
PRM - Parking/Medium Density Residential
PRH - Parking/High Density Residential
CL - Limited Commercial
CM - Commercial Manufacturing
ML - Limited Manufacturing
MH - Heavy Manufacturing
B - Buffer
LAC - Los Angeles County
UNZONED
0
445
890
1,780
Feet
N


Legend
streets
Land_Use_by_Parcel
<all other values>
LU
GC
HR
I
LR
MR
MU
O
P
T
0
415
830
1,660
Feet
N

1- GENERAL PROJECT ADMINISTRATION Duration: 18 months

TASK 1.1 – CONSULTANT PROCUREMENT

City Planning Staff (Staff) will prepare a detailed statement of work and conduct a public RFP process in order to secure a consultant that is qualified in transit-supportive development, vehicle miles traveled (VMT) reduction measures, urban design, pedestrian and bicycle safety, and land use integration with transit operations. The consultant will be responsible for coordinating with Metro staff, administering the planning and environmental work, public outreach, and providing support for City staff in the plan adoption process.

Deliverables: Draft/Final RFP and Draft/Final Executed Professional Services Agreement with Consultant Team.

TASK 1.2 – STATION AREA PLANNING KICK-OFF MEETING

City Planning Staff (Staff) will organize an initial kick-off meeting with the selected consultants, LACMTA Staff and any additional appropriate City agencies. The purpose of the meeting will be to:

- Review work program objectives, tasks, products, and preliminary schedule;
- Discuss recent or current studies, plans, or planning-related efforts by agencies and departments that may influence or support the work program and relevant Metro plans and toolkits related to transit–supportive development;
- Discuss the roles and responsibilities that relevant City agencies and departments will play in achieving the objectives of the work program, including type and frequency of required coordination and how other complementary planning efforts can be leveraged;
- Establish a calendar for quarterly briefings between the City and the consultant; and
- Confirm appropriate contacts within each organization

Deliverables: Meeting minutes and a table summarizing relevant planning documents, current planning efforts, and coordination with agencies.

TASK 1.3 – ONGOING INTER- AND INTRA-DEPARTMENTAL COORDINATION

The Consultant will schedule quarterly briefings with a working group consisting of relevant City departments. At each quarterly meeting, Staff will update as needed the working group on project progress and upcoming public outreach, as well as solicit feedback as appropriate.

The consultant will also coordinate as needed with City staff assigned to other projects relevant to the station area planning effort, such as Public Works, Parks and Recreation, and external County or regional agencies to ensure that parallel planning effort are supportive of each other and that conflicts are avoided.

Deliverables: Meeting agendas. Summary of action steps with responsible parties. Meeting timeline and schedule.

TASK 1.4 – PROJECT MANAGEMENT

Staff will be responsible for the coordination and development of a variety of regulatory changes throughout the analysis, public participation, plan development, environmental review, and public approval processes associated with each type of change. Staff will review consultant invoices and work with accounting staff to prepare quarterly invoices for submittal to Metro.

Deliverables: Quarterly Progress reports describing progress to date and highlighting expected completion date and anticipated delays. Quarterly Invoices for payment.

TASK 2- STATION AREA ANALYSES **Duration: Three months**

Task 2.1 – EXISTING CONDITIONS ANALYSIS

Using Metro's Transit-Supportive Planning Toolkit's 10 Characteristics of Transit Supportive Places as the foundation, the consultant, along with staff, will evaluate the existing conditions of the project area and synthesizes the assessment into a comprehensive report. As part of the existing conditions analysis, the consultant will inventory and map existing land uses, circulation patterns, environmental features, and mobility barriers, and identify opportunities and constraints related to transit-oriented development around the Compton station. The consultant will review applicable policy documents such as the General Plan, current zoning regulations, relevant overlays, specific plans, and other related studies of the area. In particular, in this task, the Consultant shall examine community-specific equity issues including but not limited to affordable housing, environmental justice and first/last mile connectivity. The absence or presence of each of the 10 Characteristics of Transit-Supportive Development should be addressed in the analysis and report.

Deliverables: Draft and Final Comprehensive Existing Conditions report.

TASK 2.2: LACMTA Coordination on Transit-Supportive Planning Toolkit Integration

Staff and consultant team will meet with Metro to review Metro's Transit-Supportive Planning "Toolkit" and other applicable policies and tools which may include the Countywide Sustainability Policy, First-Last Mile Strategic Plan, and the Green Places Toolkit, Staff and the Consultant team will work with Metro in collaboration to review these documents and identify strategies and practices that should be incorporated into the Specific Plan.

In addition the consultants may meet with Metro on case-by-case basis (up to two meetings) for analysis of Task 2, 3 and 4 findings.

Deliverables: Meeting Minutes, recommendations, and next steps

TASK 2.3: Analysis of Opportunity Sites

Consultant team and Staff will identify opportunity sites within the station area for transit-supportive development, first/last mile improvements, or urban greening strategies. Analysis will include a determination of whether the current zoning, development standards, and design guidelines can support transit-supportive development, and whether the current street classifications and design standards are consistent with complete streets that create a district that is safe for walking and cycling. If a zone change, development standard, general plan land use, or street classification change is needed, the consultant and City shall prepare a legal and procedural analysis of the process required to enact such regulatory changes.

Deliverables: Opportunity Sites Analysis

TASK 2.4: Conduct Market and Development Feasibility Study

Consultant team will complete a series of economic analyses to determine the optimal development mix for the station area and to define specific implementation strategies to attract the desired development including: A market Study to asses future development demand around the station(residential entertainment and office; case study profiles of successful TOD projects in comparable settings; outreach to the development community; a proforma analysis to define feasible development densities for mixed use prototypes in the station; a fiscal impact analysis to compare the municipal revenue costs implications of different land uses mixes.

Deliverables: Market Study Summary Report and Development Recommendations

TASK 2.5: Conduct Preliminary Parking Study and Parking Management Plan

The goal of the Parking Supply and Parking Management Plan is to incorporate transit-supportive parking policies and standards into the Specific Plan. The City will utilize innovative parking management strategies to manage supply, ~~price~~, and regulation of existing and newly developed parking facilities within the area. This task should explore opportunities to reduce parking supply to increase land use for mixed-use, greater density, wider sidewalks and bike networks in and around the plan area.

Building off the existing conditions report, the consultant will conduct a parking study that analyzes existing and future parking supply and demand for private vehicles, car share, bicycles and other relevant forms of mobility that require dedicated parking. The study will include a complete inventory of the location, type (public, private, disabled, carpool) and hours of use of the parking available in the study area. The study will include a determination of both existing utilization and future demand. The study will identify locations with deficient supply of vehicular

parking and identify strategies, such as parking districts, shared use parking, park once strategies, and parking maximums. An analysis of current supply and projected need for bicycle parking will also be provided. Based on the results of the study, adjustments to current parking standards, a parking management plan, or identification of potential locations for structured or subterranean parking, if applicable, will guide the implementation and policies of the plan.

Deliverables: Draft and Final Preliminary parking study and Management Plan with corresponding maps.

TASK 3 - STAKEHOLDER OUTREACH Duration: three months

TASK 3.1: Outreach Plan

The Consultant, in collaboration with City staff, shall develop an Outreach Plan to engage community stakeholders in developing a shared vision for the plan area, identifying key project milestones that will require stakeholder input, guiding the City and the Consultant to ensure that the planning process is informed by robust stakeholder engagement, and developing innovative and complementary engagement activities, with the goal of building a broad spectrum of support for the plan.

The Outreach Plan will identify stakeholders (community groups, residents, business owners, transit users, and active transportation (biking and walking) proponents, affordable housing developers, and other stakeholders as appropriate) and identify ways to engage disadvantaged and non-English speaking stakeholders. Engagement strategies may include organizing meetings at various times and accessible community locations, providing on-site translation and childcare, as needed, and materials in multiple languages. Additionally, the Outreach Plan should identify key opportunities to engage stakeholders on key community-specific equity issues such as affordable housing, environmental justice, first/last mile connections/gaps, and other stakeholder identified considerations.

The Outreach Plan will outline the various methods by which stakeholders will be engaged in the project through multiple creative formats, which may include community meetings, charrettes, workshops, focus groups, stakeholder interviews, a project website, and inform the development of meeting and promotional materials.

Deliverable: Draft and Final Outreach Plan

TASK 3.2: Conduct Focus Groups with Key Community Stakeholders

Staff may conduct up to two focus group meetings with stakeholders that may include a) transit, bicycling, and walking organizations, b) members of the development community to obtain local

input on the market for transit-oriented retail, office, and mixed-use development, and c) environmental organizations focused on greenhouse gas mitigation and climate resilience.

Deliverables: Focus group agenda, questions, list of stakeholders, meeting notes, and key outcomes.

Task 3.3 Workshops

Informed by Task 3.1, the Consultant and City staff will hold up to two public workshops or interactive planning charrettes to discuss:

- the preliminary findings of the background analysis, market and development feasibility, and parking study;
- identify opportunities and challenges for transit-supportive and community beneficial development;
- develop a vision for the project area; and
- share the draft TOD Specific Plan recommendations.

Deliverables: Meeting agendas, presentation and meeting materials and summary notes, and conceptual rendereings of future development options.

TASK 3.4: Briefings with Elected Officials

The consultant will assist Staff in preparing for meetings with City elected officials, and commissioners. These meetings will be conducted on an as-needed basis to keep the policy makers informed of the project progress and to solicit feedback as necessary throughout the project phases.

Consultant shall assist City staff in preparing materials for a Commission or Council study session to inform the preparation of the draft plan.

Deliverables: Meeting agendas, and staff reports and summaries.

TASK 4 - PREPARE PLANNING DOCUMENTS **Duration: six months**

TASK 4.1: Prepare Draft TOD Specific Plan

Using Metro's Transit Supportive Toolkit and the findings from Task 2 and 3, the consultant will develop a Draft TOD Specific Plan. The Specific Plan will include all required components of a specific plan including land use maps, zoning and development standards, parking requirements,

streetscape beautification and public improvements, transportation, circulation parking, infrastructure and public facilities, urban design standards, and sustainable design requirements.

Metro will assist in the review of the specific plan, to ensure that transit-supportive development strategies and sustainable urban planning are integrated into the draft specific plan. Metro will also provide a comprehensive review of the draft and provide feedback to the City. The consultant and staff will consider all comments from all parties and revise the draft specific plan as appropriate prior to public release.

Deliverables: Draft TOD Specific Plan.

TASK 4.2: Prepare 2nd Draft TOD Specific Plan

The consultant will prepare a second draft of the Draft TOD Specific Plan for City staff review-to-review changes made based on comments received on the first draft.

Deliverables: Second Draft TOD Specific Plan.

TASK 4.3: Prepare Draft General Plan Amendments and Zone Changes document

The Consultant will recommend the required amendments to the General Plan, including a Draft Land Use Map, and as appropriate Zoning Code amendments to ensure that the necessary regulatory policies and standards are in place in alignment with the new transit-supportive Specific Plan. Based on city staff direction the consultant will prepare all general plan element updates and zoning code amendments.

Deliverables: Draft General Plan Element updates and Zoning Code Amendments

TASK 4.4: Release Draft TOD Specific Plan to the Public for 60 days.

Staff will make available the release the Draft TOD Specific Plan, Draft General Plan element updates and zoning code amendments for two ~~one~~ month to the public for comment. The documents will be made available online, on CD-ROM disks and three hard copies that will be available at the City Clerk, Community Development Department and library. The release of the draft specific plan and EIR will occur at the same time. At the beginning of the 60-day public comment period the consultant and City staff will hold third a public workshop presentation before the City Council.

Deliverables: Notices and summary of comments received and as needed, presentation materials.

TASK 4.5: Finalize General Plan element updates, zoning code amendments and TOD Specific Plan

Based on written comments received from staff, Metro, and the community the consultants will prepare a Final Draft General Plan Element Updates, Zoning Code Amendments and TOD Specific Plan.

Deliverables: Final Draft General Plan Element Updates, Zoning Code Amendments and TOD Specific Plan.

TASK 5 - PREPARE CALIFORNIA ENVIRONMENTAL QUALITY ACT DOCUMENT
Duration: nine months

TASK 5.1: Prepare Initial Study and Notice of Preparation (NOP)

The consultant will prepare an Initial Study and NOP. The consultant will circulate the NOP as part of the early scoping effort. The Consultant shall submit the NOP to the State Clearinghouse and all trustee and responsible agencies, consistent with current CEQA guidelines.

Deliverables: Initial study. Notice of Preparation. Submission to the State Clearinghouse.

TASK 5.2: Public Scoping Meeting

The consultant will conduct one (1) public scoping meeting on issues addressed in the EIR.

Deliverables: Meeting agenda, presentation, notices and summary notes.

TASK 5.3: Prepare Screen check Draft Program Environmental Impact Report (PEIR)

The consultant will prepare a complete screencheck Draft PEIR for review by staff and Metro prior to publication. The screencheck Draft PEIR will include all text, tables, and figures.

Deliverables: Screen check Draft PEIR.

TASK 5.4: Public Review of Draft PEIR

The consultant will prepare a Draft PEIR that incorporates the comments received from staff and Metro and the Notice Of Completion (NOC). The PEIR and NOC will be mailed to the State Clearinghouse and all trustee and responsible agencies, consistent with current CEQA guidelines. The Draft PEIR will also be made available to the public for review and comment via online and CD-ROM disks. Two hard copies will be made available at City Hall and the public library. The Draft PEIR will be released for 30 days for public comments.

Deliverables: NOC and necessary filing, Draft PEIR (for public review), including two hard copies.

TASK 5.5: Prepare Responses to Comments

Following the completion of the public review comment period on the Draft EIR, the consultant will prepare responses to the comments in writing for staff review and consideration for inclusion in the Final PEIR.

Deliverables: Draft responses to comments for Staff's review.

TASK 5.6: Prepare Draft and Final Mitigation Monitoring Program (MMP)

The consultant will prepare an MMP that will identify required mitigation measures, responsible implementing departments, and timeframe for implementation. The consultant will prepare a Draft MMP for Staff to review. The consultant will prepare a Final MMP that incorporates the staff's comments.

Deliverables: Draft and Final MMP.

TASK 5.7: Prepare Final PEIR

Upon completion of the responses to the comments, the consultant will prepare the Final PEIR for public hearings.

Deliverables: Final PEIR for public hearings.

TASK 6 – PUBLIC NOTICE AND PUBLIC HEARINGS Duration: Three months

TASK 6.1: Planning Commission Public Hearing

City Staff will schedule a public hearing before the Planning Commission, prepare a public hearing notice and staff report. Comments from Planning Commission may be incorporated into the General Plan Element updates, Specific Plan and PEIR.

Deliverables: Public hearing notice, staff reports, signed resolutions, and meeting minutes and approvals.

TASK 6.2: City Council Public Hearing

City Staff will schedule a public hearing before City Council. Comments from City Council will be incorporated into the Final General Plan Element updates, Zoning Code amendments, Specific Plan and PEIR.

Deliverables: Public hearing notice, staff reports, signed resolutions/ordinance for the General Plan Element updates, Zoning Code amendments, Specific Plan and PEIR.

July 23, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO *DION AND SONS*, *JANKOVICH*, *VOYAGER* AND *WOOD OIL* FOR THE PROVISION OF GASOLINE AND DIESEL FUEL FOR THE CITY'S FLEET AND EQUIPMENT ($300,000).

SUMMARY

This Resolution requests authorization to issue purchase orders to *Dion and Sons*, *Jankovich*, *Voyager*, and *Wood Oil* for the provision of gasoline, lube and diesel fuel for the City of Compton's fleet and equipment in an amount not to exceed Three Hundred Thousand Dollars ($300,000).

BACKGROUND

The Public Works Street Maintenance Division has a continuous need to purchase and store gasoline and diesel fuel for the daily operations of City-owned vehicles and equipment. Without an adequate supply of fuel on hand, the City will not meet its daily operational needs.

The price of fuel has been volatile. Requesting firm prices from sole vendors for an entire year can hinder the City's ability to purchase fuel at the lowest price. Instead, staff is requesting the authority to obtain the lowest fuel prices per gallon from four (4) fuel providers such as: (i) Dion and Sons; (ii) Jankovich; (iii) Voyager; (iv) and Wood Oil who have provided satisfactory fuel service to the City of Compton in the past.

STATEMENT OF THE ISSUE

Staff is requesting the ability to purchase fuel for the Fiscal Year 2019-2020 (i.e., July 1, 2019 – June 30, 2020) in the amount of Three Hundred Thousand Dollars ($300,000) for the purpose of fuel for the City's fleet and equipment. Staff is further requesting the ability to shop fuel prices on a daily basis from the following vendors to ensure that the City receives the lowest wholesale price per gallon when purchasing fuel. The funding will be allocated to the following vendors: (i) Dion and Sons; (ii) Jankovich; (iii) Voyager; and (iv) Wood Oil.

FINANCIAL IMPACT

Funds for this expenditure in the amount of $300,000 are available in the Public Works Department 2019-2020 Fiscal Year budget in Account No. 6000-720-000-4228.

ALTERNATIVE

No alternative is recommended. Should City Council choose not to authorize the City Manager to issue purchase orders to: Dion and Sons; Jankovich; Voyager; and Wood Oil for the provision of gasoline for the City's fleet and equipment, the City will be unable to provide an adequate supply of fuel to perform its operational obligations for the 2019-2020 Fiscal Year.

RECOMMENDATION

Staff recommends authorizing the City Manager to issue purchase orders to the following vendors: (i) Dion and Sons; (ii) Jankovich; (iii) Voyager; and (iv) Wood Oil for the purpose of providing fuel for the City of Compton's fleet and equipment for the 2019-2020 Fiscal Year (i.e., July 1, 2019 – June 30, 2020).

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

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO *DION AND SONS*, *JANKOVICH*, *VOYAGER*, AND *WOOD OIL* FOR THE PROVISION OF GASOLINE AND DIESEL FUEL FOR THE CITY'S FLEET AND EQUIPMENT ($300,000).

WHEREAS, the Public Works Street Maintenance Division has a continuous need to purchase and store gasoline and diesel fuel for the daily operations of City-owned vehicles and equipment. Without an adequate supply of fuel on hand, the City will not meet its daily operational needs; and

WHEREAS, the price of fuel has been volatile and requesting firm prices from sole vendors for an entire year can hinder the City's ability to purchase fuel at the lowest price; and

WHEREAS, Staff is requesting the authority to obtain the lowest fuel prices per gallon from four (4) fuel providers such as: (i) Dion and Sons; (ii) Jankovich; (iii) Voyager; (iv) and Wood Oil who have provided satisfactory fuel service to the City of Compton in the past; and

WHEREAS, Staff is requesting the ability to purchase fuel for the Fiscal Year 2019-2020 (i.e., July 1, 2019 – June 30, 2020) in the amount of Three Hundred Thousand Dollars ($300,000) for the purpose of fuel for the City's fleet and equipment; and

WHEREAS, Staff is further requesting the ability to shop fuel prices on a daily basis from the following vendors to ensure that the City receives the lowest wholesale price per gallon when purchasing fuel. The funding will be allocated to the following vendors: (i) Dion and Sons; (ii) Jankovich; (iii) Voyager; and (iv) Wood Oil; and

WHEREAS, funds for this expenditure in the amount of Three Hundred Thousand Dollars ($300,000) are available in the Public Works Department 2019-2020 Fiscal Year budget in Account No. 6000-720-000-4228.

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 purchase orders to: (i) Dion and Sons; (ii) Jankovich; (iii) Voyager; and (iv) Wood Oil for the provision of gasoline, lube and diesel fuel for the City of Compton's fleet and equipment in an amount not to exceed $300,000.00 for the Fiscal Year 2019-2020 (i.e., July 1, 2019 – June 30, 2020) .

SECTION 2. That funds for this expenditure in the amount of Three Hundred Thousand Dollars ($300,000) are available in the Public Works 2019-2020 Fiscal Year budget in Account No. 6000-720-000-4228.

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

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

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

July 23, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: BRIAN A .DICKENSON, GENERAL MANAGER
MUNICIPAL WATER DEPARTMENT

SUBJECT: A RESOULTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF UNITED WATERWORKS INC. AND ISSUING A PURCHASE ORDER IN THE AMOUNT OF $63,132.79 FOR THE FURNISHING AND DELIVERY OF FIRE HYDRANTS AND GATE VALVES FOR FISCAL YEARS 2019-2020 THROUGH 2021-2022

SUMMARY

This Resolution authorizes the City Manager to accept the bid of and issue a purchase order in the amount of Sixty-Three Thousand, One Hundred Thirty-Two Dollars and Seventy-Nine Cents ($63,132.79) to United Waterworks Inc. for the furnishing and delivery of fire hydrants and gate valves.

BACKGROUND

The Water Department is responsible for stocking replacement hydrants and gate valves for routine and emergency work throughout the City. The Municipal Water Department advertised for bids for the furnishing and delivery of fire hydrants and gate valves.

STATEMENT OF ISSUE

On June 27, 2019 the Municipal Water Department received sealed bids for the furnishing and delivery of fire hydrants and gate valves. The bids received were as follows:

VENDOR	AMOUNT
United Waterworks Inc.	**$ 63,132.79**
So Cal Compton Pipe Supply	$ 63,233.40
Ferguson Waterworks	$ 67,869.78
S&J Supply Company	$ 69,762.87

The Water Department determined that United Waterworks Inc. was the lowest most responsible bidder for the furnishing and delivery of fire hydrants and gate valves for the Fiscal Years 2019-2020 through 2021-2022.

FINANCIAL IMPACT

Funds for this expenditure in the amount of Sixty-Three Thousand, One Hundred Thirty-Two Dollars and Seventy-Nine Cents ($63,132.79) have been allocated in the Water Department's 2019-2020 Fiscal Year Budget in Account No. 5000-880-000-4762.
The Department will budget funds in the same amount in the next two (2) Fiscal Years 2020-2021 and 2021-2022.

ALTERNATIVE

None recommended.

RECOMMENDATION

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

BRIAN DICKINSON
WATER GENERAL MANAGER

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOULTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF UNITED WATERWORKS INC. AND ISSUING A PURCHASE ORDER IN THE AMOUNT OF $63,132.79 FOR THE FURNISHING AND DELIVERY OF FIRE HYDRANTS AND GATE VALVES FOR FISCAL YEARS 2019-2020 THROUGH 2021-2022

WHEREAS, the Water Department is responsible for stocking, installing and replacing fire hydrants and gate valves on a routine as well as emergency basis throughout the City; and

WHEREAS, the Municipal Water Department advertised for bids for the furnishing and delivery of fire hydrants and gate valves; and

WHEREAS, on June 27, 2019, the Department received sealed bids for the furnishing and delivery of fire hydrants and gate valves. The bids received were as follows:

VENDOR	**AMOUNT**
United Waterworks Inc.	**$ 63,132.79**
So Cal Compton Pipe Supply	$ 63,233.40
Ferguson Waterworks	$ 67,869.78
S&J Supply Company	$ 69,762.87

WEHREAS, Staff determined that United Works, Inc. was the lowest most responsible bidder for the furnishing and delivery of fire hydrants and gate valves for the Fiscal Years 2019-2020 through 2021-2022; and

WHEREAS, funds for this expenditure in the amount of Sixty-Three Thousand, One Hundred Thirty-Two Dollars and Seventy-Nine Cents ($63,132.79) have been allocated in the Water Department's 2019-2020 Fiscal Year budget in Account No. 5000-880-000-4762; and

WHERAS, the Water Department will budget funds in the same amount for Fiscal Years 2020-2021 and 2021-2022.

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

SECTION 1. That the City Manager is authorized to accept the bid of United Waterworks Inc. in the amount of Sixty-Three Thousand, One Hundred Thirty-Two Dollars and Seventy-Nine Cents ($63,132.79) for the furnishing and delivery of fire hydrants and gate valves is hereby accepted and all other bids rejected.

SECTION 2. That the City Manager is hereby authorized to issue a purchase order in the amount of Sixty-Three Thousand, One Hundred Thirty-Two Dollars and Seventy-Nine Cents ($63,132.79) to United Waterworks Inc. for the furnishing and delivery of fire hydrants and gate valves for the Fiscal Years 2019-2020 through 2021-2022.

SECTION 3. That funds for this expenditure in the amount of Sixty-Three Thousand, One Hundred Thirty-Two Dollars and Seventy-Nine Cents ($63,132.79) have been allocated in the Water Department's 2019-2020 Fiscal Year budget in Account No. 5000-880-000-4762.

SECTION 4. That the Water Department will budget funds in the same amount for Fiscal Years 2020-2021 and 2021-2022.

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 Municipal Water Department.

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

ADOPTED this _____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

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

July 23, 2019

TO: **MAYOR AND CITY COUNCIL MEMBERS**

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

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REJECTING ALL BIDS SUBMITTED FOR THE REPAIR, MAINTENANCE, TESTING AND CALIBRATION OF LARGE COMPOUND METERS AND AUTHORIZING RE-ADVERTISEMENT.**

SUMMARY

The adoption of the attached Resolution will reject all bids submitted and authorize re-advertisement for the repair, maintenance, testing and calibration of large compound meters for Fiscal Years 2019-2020 through 2021-2022.

BACKGROUND

All testing and calibrating of all large water meters must meet American Water Works Association (AWWA) standards. The Water Department advertised and received bids for the repair, maintenance, testing and calibration of large water meters for Fiscal Year 2018-2019.

In June 2019, the Water Department received sealed bids for the repair, maintenance, testing and calibration of large compound meters. Bid opening was conducted on June 27, 2019 with the following bids received:

Contractor	Amount
United Water Works	$195,736.73

STATEMENT OF ISSUE

Review by Water Department staff determined that certain information was not clear to the bidders within the City's Request for Bids. The Water Department is recommending the rejection of all bids. This will allow the Water Department to make revisions to the original bid package and re-solicit the meters for bid.

Section 4-11.5 of the Compton Municipal Code provides that the City Council may reject any and all bids and in its discretion re-advertise. Based on the ambiguities in the Request for Bids advertised by the City, staff recommends that the Council reject all

bids submitted and authorize re-advertisement for testing needed by the Water Department.

FINANCIAL IMPACT

There is minimal financial impact associated with the costs of re-advertising this bid.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

BRIAN A. DICKINSON
GENERAL MANAGER

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REJECTING ALL BIDS SUBMITTED FOR THE REPAIR, MAINTENANCE, TESTING AND CALIBRATION OF LARGE COMPOUND METERS AND AUTHORIZING RE-ADVERTISEMENT.

WHEREAS, the Water Department services around 14,500 connections in the City of Compton and is responsible for installing and replacing water meters in the City; and

WHEREAS, the Water Department annually test large compound meters; and

WHEREAS, in June 2019, the Water Department solicited bids for the repair, maintenance, testing and calibrations of large compound meters with the following bid received:

Contractor	**Amount**
United Water Works Inc.	$195,736.73; and

WHEREAS, a review by Water Department staff verified bid documents for ambiguities and determined that certain information was not clear to the bidders within the City's Request for Bids documents; and

WHEREAS, the Water Department is recommending the rejection of all bids to allow the Water Department to make revisions to the original bid package and re-solicit the meters for bid; and

WHEREAS, Section 4-11.5 of the Compton Municipal Code provides that the City Council may reject any and all bids and in its discretion re-advertise; and

WHEREAS, based on the ambiguities in the Request for Bids advertised by the City, staff recommends that the Council reject all bids submitted and authorize re-advertisement for the supplies needed by the Water Department.

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

Section 1. That all bids submitted to the City for the repair, maintenance, testing and calibration of large compound meters are hereby rejected.

Section 2. That Water Department staff is authorized to revise the original bid package and re-advertise for the repair, maintenance, testing and calibration of large compound meters.

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 the Water Department.

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

ADOPTED this _____ day of _____, 2019.

_____

MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF WATERLINE TECHNOLOGIES AND ISSUING A PURCHASE ORDER IN THE AMOUNT OF $77,395.50 FOR THE FURNISHING AND DELIVERY OF SODIUM HYPOCHLORITE FOR WATER TREATMENT FOR FISCAL YEARS 2019-2020 THROUGH 2021-2022.

WHEREAS, the Municipal Water Department follows the State and Federal health regulations that require the disinfection of public water supplies; and

WHEREAS, this disinfection step provides the level required to assure the adequate inactivation of viruses and bacteria in the source water supplies delivered to the public; and

WHEREAS, the Water Department submitted written communication to all known chemical firms in the Los Angeles Region requesting bids for the furnishing and delivery of sodium hypochlorite for Fiscal Years 2019-2020 through 2021-2022; and

WHEREAS, on June 27, 2019, Staff received sealed bids as follows:

VENDOR	**BID AMOUNT**
Waterline Technologies, Inc.	**$77,395.50**
Univar USA	$79,200.00; and

WHEREAS, Staff reviewed the bids and determined that the bid of Waterline Technologies, Inc. was the lowest most responsible bidder. Staff researched and discovered that there are no known vendors located in the City of Compton that sells sodium hypochlorite; and

WHEREAS, funds for this expenditure in the amount of Seventy-Seven Thousand, Three Hundred Ninety-Five Dollars and Fifty Cents ($77,395.50) have been allocated in the Water Department's Fiscal Year 2019-2020 budget in Account No. 5000-87-0000-4340; and

WHEREAS, the Department will budget funds in the same amount in the next two (2) Fiscal Years 2020-2021 and 2021-2022.

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

SECTION 1. That the City Manager is authorized to accept the bid of Waterline Technologies, Inc. in the amount of Seventy-Seven Thousand, Three Hundred Ninety-Five Dollars and Fifty Cents ($77,395.50) for the furnishing and delivery of sodium hypochlorite is hereby accepted and all other bids rejected.

SECTION 2. That the City Manager is hereby authorized to issue a purchase order in the amount of Seventy-Seven Thousand, Three Hundred Ninety-Five Dollars and Fifty Cents ($77,395.50) to Waterline Technologies, Inc. for the furnishing and delivery of sodium hypochlorite.

SECTION 3. That funds for this expenditure in the amount of Seventy-Seven Thousand, Three Hundred Ninety-Five Dollars and Fifty Cents ($77,395.50) have been allocated in the Water Department's Fiscal Year 2019-2020 budget in Account No. 5000-87-0000-4340.

SECTION 4. That the Department will budget funds in the same amount for the next two (2) Fiscal Years 2020-2021 and 2021-2022.

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 Municipal Water 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
CITYOF 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

July 23, 2019

TO: **MAYOR AND COUNCIL MEMBERS**

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

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF WATERLINE TECHNOLOGIES AND ISSUING A PURCHASE ORDER IN THE AMOUNT OF $77,395.50 FOR THE FURNISHING AND DELIVERY OF SODIUM HYPOCHLORITE FOR WATER TREATMENT FOR FISCAL YEARS 2019-2020 THROUGH 2021-2022.**

SUMMARY

This Resolution authorizes the City Manager to accept the bid of and issue a purchase order in the amount Seventy-Seven Thousand, Three Hundred Ninety-Five Dollars and Fifty Cents ($77,395.50) to Waterline Technologies for the furnishing and delivery of sodium hypochlorite for water treatment.

BACKGROUND

The Municipal Water Department follows the State and Federal health regulations that require the disinfection of public water supplies. The disinfection step provides the level required to assure the adequate inactivation of viruses and bacteria in the source water supplies delivered to the public.

STATEMENT OF ISSUE

The Water Department submitted written communication to all known chemical firms in the Los Angeles Region requesting bids for the furnishing and delivery of sodium hypochlorite for Fiscal Years 2019-2020 through 2021-2022.

On June 27, 2019, Staff received sealed bids as follows:

VENDOR	BID AMOUNT
Waterline Technologies, Inc.	**$77,395.50**
Univar USA	$79,200.00

Staff reviewed the bids and determined that the bid of Waterline Technologies, Inc. was the lowest most responsible bidder. Staff researched and discovered that there are no known vendors located in the City of Compton that sells sodium hypochlorite.

FINANCIAL IMPACT

Funds for this expenditure in the amount of Seventy-Seven Thousand, Three Hundred Ninety-Five Dollars and Fifty Cents ($77,395.50) have been allocated in the Water Department's Fiscal Year 2019-2020 budget in Account No. 5000-87-0000-4340. The Department will budget funds in the same amount in the next two (2) Fiscal Years 2020-2021 and 2021-2022.

ALTERNATIVE

None recommended.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

BRIAN DICKINSON
WATER GENERAL MANAGER

APPROVED FOR FORWARDING

CRAIG J. CORNWELL
CITY MANAGER

July 23, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: BRIAN DICKINSON, GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT

SUBJECT: A RESOLUTION OF CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO WM CURBSIDE, LLC FOR ADMINISTRATION OF THE USED OIL RECYCLING BLOCK GRANT PROGRAM FOR FISCAL YEAR 2019-2020 ($27,480)

SUMMARY

This resolution requests that the City Council authorize the City Manager to enter into an agreement with WM Curbside, LLC for the administration of the State of California Used Oil Recycling Block Grant Program for the City of Compton and collection of used oil and filters for Fiscal Year 2019-2020 (i.e. July 1, 2019 through June 30, 2020) and issue a purchase order in the amount of $27,480.00 (Twenty Seven Thousand Four Hundred Eighty Dollars).

BACKGROUND

The California Oil Recycling Enhancement Act ("Act" or "CalRecycle") provides funds to cities and counties for establishing and maintaining local used oil collection programs that encourage recycling or appropriate disposal of used oil and filters. The Act requires that a certified vendor administer the program. WM Curbside, LLC, the City's current vendor authorized by CalRecycle, is a certified hazard waste collector and the only certified door-to-door collector for the Los Angeles Area.

STATEMENT OF ISSUE

The proposed program will be available to all City residents. WM Curbside, LLC will continue the City's existing Used Oil Management Program comprised of the following five elements:

1. Collection of used oil directly from homes;
2. Door-to-door collection;
3. Collection of used oil by certified Used Oil Collection Centers;
4. Hotline system for public education programs to support the two major collection efforts; and
5. Used oil filters collections.

WM Curbside, LLC will also be responsible for all site visits to the City's certified collection center, along with completing all public education, and program tracking and monitoring.

These funds will be used to improve the City's outreach to 'shade-tree' mechanics, along with educational flyers, local ads, and mailers to the citizens and residents of the City, along with door-to-door collections. The residents will be able to setup collection via phone or internet.

ALTERNATIVE

None suggested. The Act requires that only certified vendors administer the program. WM Curbside, LLC is a certified hazard waste collector and the only certified door-to-door collector in the South Bay area for CalRecycle.

FINANCIAL IMPACT

The cost of the program will be paid through CalRecycle's California Oil Grant Payment Program 9.

GRANT	ACCOUNT #	AMOUNT
OPP9	2672-900-002-4249	$ 27,480.00

RECOMMENDATION

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

BRIAN DICKINSON, GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO WM CURBSIDE, LLC FOR ADMINISTRATION OF THE USED OIL RECYCLING BLOCK GRANT PROGRAM FOR FISCAL YEAR 2019-2020 ($27,480)

WHEREAS, the California Oil Recycling Enhancement Act ("CalRecycle") provides funds to cities and counties for establishing and maintaining local used oil collection programs that encourage recycling or appropriate disposal of used oil; and

WHEREAS, the Act requires that certified vendors administer the program and WM Curbside, LLC is a certified hazard collector and the only certified door-to-door collector for the South Bay area for CalRecycle; and

WHEREAS, WM Curbside, LLC will manage the door-to-door collection of used motor oil, oil filters, and all metal and or plastic containers that have or have held used oil directly from homes; door-to-door collection; collection of used oil by certified used oil collection centers; and hotline systems for public education; and

WHEREAS, the cost of this program will be funded through California Used Oil Payment Grant Program 9 and the grant funds have been appropriated in the Water Department's 2019-2020 Fiscal Year budget.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into an agreement with WM Curbside, LLC to administer the State of California Used Oil Recycling Block Grant Program and provide used oil collection services for the City of Compton for Fiscal Year 2019-2020 (July 1, 2019 through June 30, 2020).

SECTION 2. That the cost of the program will be paid through California Oil Payment Program 9 ("OPP9") in the amount of Twenty Seven Thousand Four Hundred Eighty Dollars ($27,480.00), which is available in the 2019-2020 Fiscal Year budget in Account No. 2672 900 002 4249.

SECTION 3. That a purchase order in the amount of Twenty Seven Thousand Four Hundred Eighty Dollars ($27,480.00) is authorized to be issued.

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

USED MOTOR OIL & FILTER
COLLECTION AGREEMENT

WM Curbside, LLC

THIS AGREEMENT, dated this day of by and between **City of Compton,** ("CUSTOMER") and WM Curbside, LLC, a Delaware limited liability company ("CONTRACTOR ") states as follows:

WHEREAS; CUSTOMER desires to utilize the services of CONTRACTOR to manage the CUSTOMER'S Door-to-Door Used Oil & Filter Collection and the CaiRecycle OPP Grant Program; and

WHEREAS; CONTRACTOR desires to render such services to CUSTOMER.

NOW THEREFORE , in consideration of the mutual promises set forth herein, and of other good and valuable consideration, the sufficiency of which is hereby acknowledged, CUSTOMER and CONTRACTOR agree as follows:

1. **Term of Agreement.** This initial term of this Agreement shall commence on **July** 1st, **2019 and continue until June** 30th, **2020.** The services herein are being offered to CUSTOMER on a non-exclusive basis. Accordingly, during the term and following the termination of this Agreement, CONTRACTOR retains the right to offer and perform similar or identical services for others.

2. **Scope of Services.** CONTRACTOR, itself or through its subsidiaries, affiliates or subcontractors, shall provide CUSTOMER with collection, management, transportation, disposal, and treatment of Waste Materials (as defined on Exhibit A) directly from, and generated by, residents of CUSTOMER, and not including Nonconforming Waste, during the term of this agreement. CONTRACTOR shall have on location, employees or agents, and such materials and equipment as are necessary to handle, containerize, label, load and transport Waste Materials.

   COMPANY hereby represents and warrants that: (a) COMPANY will manage the Waste Material in a safe and workmanlike manner in full compliance with all valid and applicable federal , state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Waste Material. Except as provided herein, COMPANY makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

   CUSTOMER is responsible for notifying its residents of such services and directing residents to package materials provided by CONTRACTOR at the time collection service is requested by a resident.

   CONTRACTOR disclaims all responsibility for and assumes no liability for any material that is not Waste Material, including without limitation "Nonconforming Waste ," examples of which are listed in Exhibit A which it will neither handle nor accept for disposal, unless otherwise agreed to between the parties in writing. "Nonconforming Waste" is waste that is not in conformance with waste descriptions given by CUSTOMER under this Agreement and/or prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement, or is not a Waste Material.

If a resident sets out "Nonconforming Waste", and CUSTOMER requests CONTRACTOR in writing to accept the Nonconforming Waste, CONTRACTOR may in its sole discretion agree in writing to package the material for CUSTOMER for proper collection, transportation and disposal, and CUSTOMER will compensate CONTRACTOR for its packaging, collection, transportation and disposal services. CONTRACTOR will make commercially reasonable efforts to arrange for the collection, transportation and disposal of such material with a properly permitted and licensed subcontractor at CUSTOMER's sole expense. However, if CUSTOMER does not agree in writing to accept the arrangements and/or charges for such collection, transportation and/or disposal, then the Nonconforming Waste will be returned to the CUSTOMER that delivered the Nonconforming Waste to CONTRACTOR. Nonetheless, CUSTOMER will remain responsible for and shall compensate CONTRACTOR for the packaging and/or return of the Nonconforming Waste to CUSTOMER.

Title to Waste Materials accepted by CONTRACTOR from residents of CUSTOMER's service area for collection, transport and disposal by CONTRACTOR shall pass directly from such residents to CONTRACTOR at the time of its acceptance. At no time shall CONTRACTOR be deemed to have accepted title to Nonconforming Waste.

CUSTOMER shall provide CONTRACTOR a safe work environment on any premises owned or controlled by CUSTOMER. CUSTOMER represents and warrants that the waste it tenders to CONTRACTOR will not contain Nonconforming Waste.

3. **Compensation and Payment.** CONTRACTOR shall be compensated as follows:

CUSTOMER shall pay CONTRACTOR a per stop fixed fee of **$ 105.00** per stop provided there is a minimum of four stops per route. If the scheduled route has less than four stops, CUSTOMER shall pay the minimum fee equal to four stops. The fee over the Term may be adjusted by CONTRACTOR to account for increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc. CONTRACTOR agrees to cap any fuel charge at [10]% of the invoiced amount and to cap CONTRACTOR'S environmental fee at [6%] of the invoiced amount. CONTRACTOR may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the services are rendered. Increases in charges for reasons other than as provided above require the consent of CUSTOMER which may be evidenced in writing prior to the first bill statement that reflects the change. All fee adjustments as provided above and in Section 3 shall take effect upon notification from CONTRACTOR to CUSTOMER. CUSTOMER shall pay the rates in full within 30 days of receipt of each invoice from CONTRACTOR.

Any Customer invoice balance not paid within thirty (30) days of the date of invoice is subject to a late charge, and any Customer check returned for insufficient funds is subject to a non-sufficient funds charge, both to the maximum extent allowed by applicable law. Any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment.

To the extent the City requests advertisement services, such services shall be provided by CONTRACTOR to the City at the rate of Cost plus 10%. CONTRACTOR shall invoice CITY for advertisement services on a monthly basis and payment for such invoice shall be due within thirty (30) days of receipt of the invoice. Any invoice balance not paid within this thirty (30) day period is subject to a late charge to the maximum extent allowed by applicable law. Any late charge charged by Company is not to be considered as interest on debt or a finance charge, and is a reasonable charge for the anticipated loss and cost to Company for late payment. The

advertisement expenses will be invoiced together with the regular Door-to-Door collection billed at the end of each month.

4. **Insurance Requirements.**

4.1 CONTRACTOR and its subcontractors are to comply with the terms of this Sections 4 and will comply with the insurance requirements outlined in Section 4.4 below.

4.2 Commencement of Work. CONTRACTOR agrees not to commence any work under this Agreement until CONTRACTOR has obtained all insurance required and CUSTOMER has approved such insurance coverage. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify CUSTOMER of any cancellation under the policy at least thirty (30) days in advance (ten (10) days in the event of cancellation for non- payment).

4.3 Workers' Compensation Insurance. During the duration of this Agreement, CONTRACTOR shall maintain Workers' Compensation Insurance in accordance with statutory requirements for the State of California.

4.4 Insurance Amounts. CONTRACTOR agrees to maintain the following insurance for the duration of this Agreement:

(a) Commercial General Liability and Automobile Liability in the amount of $1,000,000.00 per occurrence;

(b) Endorsements for the policies under section 4.4 (a) shall designate CUSTOMER, its officers, elected officials, and employees as an additional insured. CONTRACTOR shall provide to CUSTOMER proof of insurance in the form of certificates of insurance and endorsements, as reasonably requested by CUSTOMER from time to time.

(c) The limit requirements for Comprehensive General Liability and Automobile Liability policies may be satisfied through a combination of primary and umbrella policies, without gaps in limits and with coverage as broad as the underlying policy

5. **Non-Liability of Officials and Employees of the Parties**

5.1 No official or employee of CUSTOMER shall be personally liable to CONTRACTOR in the event of any default or breach by CUSTOMER, or for any amount, which may become due to CONTRACTOR.

5.2 No official, member, owner, shareholder, director, officer, agent or employee of CONTRACTOR shall be personally liable to CUSTOMER in the event of any default or breach by CONTRACTOR, or for any amount, which may become due to CUSTOMER.

6. **Non-Discrimination.** CONTRACTOR covenants that there shall be no discrimination against any person or group of persons, due to race, color, creed, religion, sex, sexual preference, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

7. **Independent CONTRACTOR.** It is agreed by the parties that CONTRACTOR is and shall perform this Agreement as an independent contractor and, as such, shall have and maintain complete control over all of its employees and operations. Neither CONTRACTOR nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be the agent, employee or servant of CUSTOMER, and shall obtain no rights to any benefits which accrue to CUSTOMER'S employees.

8. **Compliance with Law.** CONTRACTOR , in performing its obligations under this Agreement, shall comply with all applicable laws, ordinances , codes, and regulations of the federal , state, and local government.

9. **Notices.** Any notices, bills, invoices or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below, or to such other addresses as may be designated by written notice from time to time.

   (a) If to CONTRACTOR:
   Regalado PestanoWM Curbside , LLC
   10633 Ruchti Road, South Gate, CA
   90280With a Copy to WM's General
   Counsel at 1001 Fannin St Ste 4000
   Houston, TX 77002

   (b) If to CUSTOMER:
   City of Compton
   Attn : General Manager
   Water Divison
   205 South Willowbrook
   Ave Compton , CA 90220

10. **Limitations Upon Assignment.** This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CUSTOMER (which approval shall not be unreasonably withheld or delayed) ; provided, however, that CONTRACTOR may assign this contract, or subcontract the obligations hereunder, to any subsidiary or affiliate of CONTRACTOR or to an acquiring entity that succeeds to the business or substantially all of the assets of CONTRACTOR If CONTRACTOR is permitted to subcontract any part of this Agreement , CONTRACTOR shall be responsible to CUSTOMER for the acts and omissions of its subcontractors as it is for persons directly employed .

11. **Termination .** Either party may terminate this Agreement if the other party breaches this Agreement and fails to cure or diligently prosecute the cure within a reasonable time upon notice thereof . If any change or communication from any municipal, local, state , provincial, federal , or interstate authority occurs with respect to any laws, rules, regulations or ordinances applicable to the rights or obligations contained in this Agreement or which materially impacts either party hereto (including but not limited to changes which increase the cost of providing Services or affect facility permit status) , either party shall have the option to have the terms of this Agreement renegotiated in good faith to bring this Agreement and the respective obligations or rights of the parties into compliance with such change or changes, which may include cessation of collection of particular materials or their characterization as a Nonconforming Waste. If the parties are unable to agree on revised terms, then this Agreement shall terminate within fifteen (15) days written notice of termination to the other party. Termination as set forth above shall be without prejudice to any other remedy the terminating party may have and shall not affect the parties' uncompleted obligations , including payment for Services rendered by CONTRACTOR. In the event of termination, any work in progress will continue to completion unless specified otherwise in the notice of termination. CUSTOMER shall pay for such work in progress that is completed by CONTRACTOR. CUSTOMER will not assert any claim of breach against CONTRACTOR related to alleged violations of federal, state or local laws and regulations associated with pharmaceutical waste collection, if this is a service provided under this Agreement.

12. **Execution.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.

13. **Indemnification.**

(a) CONTRACTOR and CUSTOMER (each, an "Indemnitor") hereby each agrees to indemnify, hold harmless and defend the other party, and its parent, corporate affiliates, subsidiary companies, owners, officers, directors, agents and employees (collectively, the "Indemnitees"), from and against any and all liabilities, penalties, fines, forfeitures, fees, demands, claims, causes of action, suits, judgments and costs and expenses incidental thereto, including attorneys' fees (collectively, "Liabilities"), which any or all of the Indemnitees may hereafter suffer, incur, be responsible for or pay out for personal, bodily injury or death of the Indemnitee's employees, agents, subcontractors or invitees, or damage to property owned, leased, rented or hired by the Indemnitee, to the extent caused by: 1) the Indemnitor's breach of any representations, covenants or warranties set forth in this Agreement; or 2) the Indemnitor's or its employees', officers', owners', corporate affiliates' or subcontractors' (and their subcontractors at any tier) acts, omissions or violations of an obligation imposed by law in the performance of this Agreement. Notwithstanding anything stated herein, no Indemnitee shall be entitled to the benefits of this indemnity Section 13(a) with respect to any Liabilities to the extent they arise as a result of any gross negligence or willful or reckless misconduct of any Indemnitee.

(b) CONTRACTOR agrees to indemnify, hold harmless and defend the CUSTOMER, its owners, officers, directors, agents and employees from and against any and all Liabilities which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of contamination or adverse effects on the environment including any Liabilities for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as Superfund) or comparable state law, caused by the services provided by CONTRACTOR under this Agreement with respect to CUSTOMER's conforming waste materials; provided, however, the obligation of CONTRACTOR to indemnify the CUSTOMER under this Section 13 shall not apply to any Liabilities relating to Nonconforming Waste or involving waste products disposed of or handled in facilities that are designated for use or engaged by CUSTOMER or designated by state, county or local law or ordinance.

(c) In no event shall either party be liable for any special indirect, incidental or consequential damages, whether based in contract, warranty, indemnity or tort, negligence or strict liability.

14. **Survival.** Sections 5.1, 5.2, 7, 8, 9, 13, 14, 15, 16, 18, 19, and 20 shall survive termination of this Agreement.

15. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CUSTOMER and CONTRACTOR. In no event shall the preprinted terms or conditions found on any CUSTOMER purchase or work order or similar document be considered an amendment, modification, or supplement to this Agreement, even if such document is signed by representatives of both parties; such preprinted terms and conditions shall be considered null and void and of no effect.

16. **Waiver.** Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provisions or conditions of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing by the party to be bound.

17. **Excuse of Performance.** Except as to the obligation to pay for services rendered, the parties' obligation pursuant to this Agreement may be suspended by either party in the event of: an act of God, war, riot, fire, explosion, accident, flood, sabotage, pandemic, or threat of same; lack of adequate fuel, power, raw material, labor, containers, or transportation facilities; compliance with governmental requests, laws, regulations, orders or actions; revocation or modification of governmental permits or other required licenses or approvals; breakage or failure of machinery or apparatus; national defense requirements or any other event beyond the reasonable control of such party; or labor dispute, strike, lockout or injunction which event prevents the delivery, transportation, acceptance, treatment, incineration, recycling or disposal of the waste.

18. **Governing Laws.** This Agreement shall be governed by the laws of the state of California, without reference to its conflicts of laws principles.

19. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.

20. **Severability.** Should any provision of this Agreement be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the Agreement as a whole or any sections, subsections, sentences or clauses hereof not so adjudged.

IN WITNESS THEREOF, the CUSTOMER and CONTRACTOR have executed this Agreement as of the date first written above.

City of Compton	WM Curbside, LLC
Signed: _____	Signed: _____
By:	By: Larry Metter
Title:	Title: President – Southern California Area

Enclosure: Exhibit A – City of Compton's Scope of Work for the Used Motor Oil Collection CalRecycle Program



At Your Door
Special Collection

Exhibit A
Compton, CA
Scope of Work
CaiRecycle Grant
Used Motor Oil and Oil Filter Collection Service

INTRODUCTION

This proposal includes details for Waste Management's At Your Door Special Collection℠ program, which offers the Used Motor Oil Management Program. Through this service the At Your Door Special Collection℠ (WM Curbside, LLC) program can provide residents with a safe and convenient method to collect used motor oil and oil filters, directly from their homes. This service is eligible for reimbursement under CaiRecycle's Oil Payment Program (OPP).

Home collection of used motor oil and oil filters is available to all residents within your municipality.

HOME COLLECTION SERVICE

1. Resident initiates the collection

For residents to schedule a home collection of their unwanted motor oil and oil filters, they must schedule a home collection appointment. There are three options for residents to contact WM's At Your Door Special Collection service: Residents may call our toll free number 1-800-449-7857, e-mail ATYOURDOOR@WM.COM or go to www.WMATYOURDOOR.COM. An Operations Service Specialist from our U.S. based operations center answers the call or online request. Basic information is requested which includes: the Participant's name, address, phone number, how they learned of the program, single or multi-family home and an approximate amount of motor oil and oil filters. The At Your Door Specialist discusses the program guidelines with the Participant, including the placement of the material on collection day. The operations support center is available from 5 am- 5pm Pacific Time, Monday through Friday. Both English and Spanish speaking representatives are available. An automated call system is available after hours and on holidays.

2. The Participant is provided with a date when they must place their material at their entrance door or in front of their garage or other acceptable location. If multi-family, then it must be

At Your Door℠ and At Your Door Special Collection℠ are marks of WM Intellectual Property Holdings, LLC.

placed in a safe, ground floor location. That predetermined location is noted by the Operations Support Specialist for use by the Service Technician.

The frequency of collections will vary depending upon demand. When programs first start and during seasonal peaks, there is usually a higher demand resulting in longer periods between the request and the collection date.

3. Collection

On the established pickup date, a Service Technician will arrive at the home during the day, inspect the material for eligible items, package the material and place on our vehicle. All materials must be placed outside of the home. WM Curbside, LLC employees will not enter the premises to gather or remove any material.

For multifamily dwellings, materials should be collected at a central, mutually agreed upon ground level location. Multi-family participants can designate a safe place at their building where the materials can be collected (never at the curb or on public property).

WM is not responsible for any materials placed out for collection until the items are accepted by WM Curbside, LLC. Under no circumstances shall WM be deemed to have accepted Nonconforming Waste. Nonconforming Waste is defined as any waste other than oil or oil filters, including without limitation waste that (a) is not in conformance with waste descriptions given by Customer under this Agreement in writing; (b) is prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement; (c) is non-hazardous Solid Waste that contains regulated Special Waste or Hazardous Waste; (d) is or contains any infectious waste, radioactive, volatile, corrosive, flammable, explosive, biomedical, biohazardous material, regulated medical or hazardous waste or toxic substances, as defined pursuant to or listed or regulated under applicable federal, state or local law, except as stated on Exhibit A, the Profile Sheet or Confirmation Letter; or (e) contains information protected by federal, state or local privacy or data security laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

For single family homes, materials are to be placed near the front door area or garage area, but never on public property, at the curb, street or alleyway.

In the event the materials are ineligible, e.g., unlabeled, leaking, commercial material, or any other item than motor oil or oil filters, a door hanger will be left with instructions. Participants are not required to be present during the collection. The At Your Door service reserves the right to refuse acceptance of any items it deems excluded, a hazard or out of the scope of the program, which is designed for the collection of motor oil and oil filters.

Transportation required on the part of the resident, and residents do not have to be present for collection to occur. A list of household addresses will be requested from the municipality. This list will be utilized by the Operations Service Center as record of addresses which are approved for service.

At Your Door Special Collection^{5M} is a service of Waste Management.

Eligible materials for each participating household include

- Up to 15 gallons of used motor oil
- Up to 5 used oil filters

Ineligible materials any other item than used motor oil or oil filters, unidentifiable items, leaking containers, and containers larger than five gallons in size and Nonconforming Waste.

REPORTS

Items collected are entered into our proprietary database management system *(AYDNet)* by our Service Technicians. This data assists with monitoring the program. You may request a report that provides a summary of the materials collected. Additional data can be provided electronically, upon request.

CERTIFIED COLLECTION CENTER INSPECTION SERVICE

During the contract period WM Curbside, LLC will make site visits as needed, which is usually at least one time per year to Certified Collection Centers as required by CalRecycle's Oil Payment Program funds (OPP) and complete required paperwork. A staff member at WM Curbside, LLC will complete the "Collection Center Assessment Checklist" as required by the CaiRecycle for each participating Certified Collection Center. At the time the form is completed, WM Curbside, LLC staff will also check for required signage. The forms will be provided to the city.

PUBLIC EDUCATION

Standard artwork is available to the City free of charge in electronic form. This art may be used for brochures, flyers, posters and print advertising for city newsletters or local news publications. Upon request, we will also help plan and prioritize media activities. Through experience we understand how to build community interest and involvement in home collection programs. If the City requires assistance in purchasing printing or media, this will be provided as well.

Once a budget is confirmed for collections, a budget for public education can then be established. Standard artwork is provided at no charge in electronic form. Any and all outside services including purchasing promotional items will be billed at cost plus a 15% markup.

USED OIL FILTER COLLECTION AT CERTIFIED COLLECTION CENTERS

The purpose of the oil filter service is to encourage Certified Collection Centers to remain in the program by allowing them to accept used oil filters from the public along with used motor oil. Certified Collection Centers must agree that their used oil filters will be collected only if they agree to accept used oil motor oil and oil filters from the public. If the Certified Center decides to terminate their program, the filter collection element will terminate as well.

USED MOTOR OIL & OIL FILTER COLLECTION EVENTS (OPTIONAL)

WM Curbside, LLC also offers used motor oil and oil filter collection events at locations within the City. In addition to coordination of the events WM Curbside, LLC will be responsible for collection and disposal of motor oil and oil filters. Additional charges apply for this service.

At Your Door[5]M and At Your Door Special Collection[5]M are marks of WM Intellectual Property Holdings, LLC.

PRICING

HOME COLLECTON PROGRAM FOR OIL AND OIL FILTERS

WM Curbside, LLC will invoice the municipality for completed home collections. A collection of oil and oil filters from a participating household in the contracted area is considered a *completed home collection* or *stop.* Only completed stops will be billed. Those participants who do not place material out for collection on their specified day will be marked as a "no-show" and the municipality will be billed at a rate of $50 per "no-show" stop to cover the driver's time and fuel costs. Any "no-show" will be counted as part of the minimum number of stops per run. The cost of a completed stop at each participating household is **$105.00. with a minimum charge of $420 per route.**

ADVERTISING FOR THE OIL COLLECTION PROGRAM

WM Curbside, LLC will provide assistance to the City to advertise the Door-to-Door oil collection recycling program. The City will be provided options and costs and will be billed "Cost plus 10%".

CERTIFIED CENTER PROGRAM

WM Curbside, LLC will complete CaiRecycle's required annual site visits to participating Certified Centers with in the municipality's jurisdiction. Then complete OPP grant required paperwork and submit to municipality along with annual report.
The cost per visit to each Certified Collection Center is **$115.00.**

OIL FILTER COLLECTION SERVICE

WM Curbside, LLC will collect drums of uncrushed used oil filters from the Certified Collection Centers or any approved, designated site at a cost of **$250.00 per drum** and crushed filters are at **$190.00 per drum. This price includes drum, pickup and delivery.**

USED OIL FILTER COLLECTION EVENTS

If the municipality decides to hold a collection event, the city will be provided an estimated cost. This cost will vary and is based upon labor, materials, transportation, public education and disposal costs.

GRANT REPORTS

Each Oil Program Payment Program grant cycle, which is sponsored by CaiRecycle, requires preparation of all grant documents and submittal online to the CalRecycle website for the grant processing. We are able to offer the assistance with completing the requOired documentation and submittal of all information online.
The cost to complete Annual Collection Report is **$ $500 per annual report.**
The cost to complete the 303 Report is **$150 per annual 303 report based on the consolidated report under the City of South Gate PHHWCF Annual 303 report.**

WM CURBSIDE, LLC STAFF TIME

All WM Curbside, LLC staff time associated with the grant will be billed at an hourly rate of **$100.00 per hour** billed in 15 min segments.

PRICE INCREASES

The above prices are subject to increase as set forth in the Agreement.

PRICING

HOME COLLECTON PROGRAM FOR OIL AND OIL FILTERS

WM Curbside, LLC will invoice the municipality for completed home collections. A collection of oil and oil filters from a participating household in the contracted area is considered a *completed home collection* or *stop.* Only completed stops will be billed. Those participants who do not place material out for collection on their specified day will be marked as a "no-show" and the municipality will not be billed. The cost of a completed stop at each participating household is $105.00 per stop with a minimum of four stops per run. Minimum charge per run is $420.00. No-shows will be charged $50 each to cover the driver's travel and fuel costs.

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At Your Door℠ and At Your Door Special Collection℠ are marks of WM Intellectual Property Holdings, LLC.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

111/2018

DATE (MM/DD/YYYY)
12/7/20 1 6

THIS CERTIFICATE IS ISSUED AS A MATIER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND ,EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER{S), AUTHORIZED REPRESENTATIVE OR PRODUCER,AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy{ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES
5847 SAN FELIPE, SUITE 320
HOUSTON TX 77057
866-260-3538

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DMDA SS;

INSURER(SI AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Comoanv	22667
INSURER B : Indemnity Insurance Co of North America	43575
INSURER c : ACE Property & Casual y Insurance Co	20699
INSLRER o : ACE Fire Underwriters Insurance Com_£any	20702
INSLRER E ·	
INSURER F -	

INSURED
1 306000 WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED , RELATED & SUBSIDIARY COMPANIES INCLUDING:
WM CURBSIDE,LLC
5101 E. LA PALMA AVENUE
ANAHEIM CA 92870

COVERAGES CERTIFICATE NUMBER· 1I076580 REVISION NUMBER· XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT. TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF MM/DD/YYYY	POLICY EXP & M5	LIMITS	
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A	EXCESS AUTO LIABLITY	y	y	XSA H09052872	1/ J /2017	11112018	COMBINED SINGLE LIMIT $9,000,000 {EACH ACCIDENT)	

DESCRIPTION OF OPERATIONS /LOCATIONS /VEHICLES (ACORD 101, Additional Remar1<s Schedule, may be attached if more space is required)
BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT RE UIRED BY WRJTTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED (EX EPT FOR WORKERS' COMPIEL) WHERE AND TO THE EXTENT REQUIRED BY WRJTTEN CONTRACT.

CERTIFICATE HOLDER

11076560

CITY OF COMPTON
ATTN: PROJECT MANAGER
205 SOUTH WILLOWBROOK AVENUE
COMPTON CA 90220

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RESOLUTION NO. 24, 656

A RESOLUTION OF CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO WM CURBSIDE, LLC FOR ADMINISTRATION OF THE USED OIL RECYCLING BLOCK GRANT PROGRAM FOR FISCAL YEAR 2017-2018 ($27,254)

WHEREAS, the California Oil Recycling Enhancement Act {"Act" or "CaiRecycle") provides funds to cities and counties for establishing and maintaining local used oil collection programs that encourage recycling or appropriate disposal of used oil; and

WHEREAS, the Act requires that certified vendors administer the program and WM Curbside, LLC is a certified hazard collector and the only certified door-to-door collector for the South Bay area for CaiRecycle; and

WHEREAS, WM Curbside, LLC will manage the door-to-door collection of used motor oil, oil filters, and all metal and or plastic containers that have or have held used oil directly from homes; door-to-door collection; collection of used oil by certified used oil collection centers; and hotline systems for public education; and

WHEREAS, the cost of this program will be funded through California Used Oil Payment Grant Program 7 and the grant funds have been appropriated in the Compton Municipal Water Department's 2017-2018 Fiscal Year Budget in Account No. 2672-900-002-4249.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into an agreement with WM Curbside, LLC to administer the State of California Used Oil Recycling Block Grant Program and provide used oil collection services for the City of Compton for Fiscal Year 2017-2018 (i.e. July 1, 2017 through June 30, 2018).

SECTION 2. That the cost of the program will be paid through California Oil Payment Program 7 ("OPP?") in the amount of $27,254.00 (Twenty-Seven Thousand, Two Hundred and Fifty-four Dollars), which is available in the 2017-2018 Fiscal Year budget in Account No. 2672 900 002 4249.

SECTION 3. That a purchase order in the amount of Twenty Seven Thousand Two Hundred Fifty Four Dollars ($27,254.00) is authorized to be issued.

SECTION 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Attorney 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 19th day of September, 2017.

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 19th day of September ,2017.

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

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

CITY CLERK OF THE CITY OF COMPTON

July 23, 2019

TO: **MAYOR AND COUNCIL MEMBERS**

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

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF BRANDON SUPPLY CORPORATION AND ISSUING A PURCHASE ORDER IN THE AMOUNT OF $111,195.95 FOR THE FURNISHING AND DELIVERY OF STORE SUPPLIES FOR THE FISCAL YEARS 2019-2020 THROUGH 2021-2022.**

SUMMARY

This Resolution authorizes the City Manager to accept the bid of and issue a purchase order in the amount of One Hundred Eleven Thousand, One Hundred Ninety-Five Dollars and Ninety-Five Cents ($111,195.95) to Brandon Supply Corporation for the furnishing and delivery of store supplies to stock the warehouse.

BACKGROUND

It is necessary for the Water Department to have supplies for the repair and maintenance of the Water Distribution System. The Department replenishes supplies on a regular basis to have them readily available for routine activities as well as emergencies situations.

STATEMENT OF ISSUE

The Water Department solicited bids for the furnishing and delivery of store supplies for the Fiscal Years 2019-2020 through 2021-2022. The bids were opened on June 27, 2019.

Bids were received from the following vendors:

VENDOR	BID AMOUNT
Brandon Supply Corporation	**$111,195.95**
Ferguson Waterworks	$129,871.62
So Cal Compton Pipe Supply	$143,281.76
S&J Supply	$174,163.73
United Waterworks Inc.	(Incomplete Bid)

Staff reviewed all bids submitted and determined that the bid of Brandon Supply Corporation is the lowest most responsible bidder. The bid from United Waterworks Inc. was incomplete and determined to be non-responsive.

FINANCIAL IMPACT

Funds for this expenditure in the amount of One Hundred Eleven Thousand, One Hundred Ninety-Five Dollars and Ninety-Five Cents ($111,195.95) have been allocated in the Water Department's 2019-2020 Fiscal Year budget in Account No. 5000-880-000-4235.

The Department will budget funds in the same amount in the next two (2) Fiscal Years 2020-2021 and 2021-2022.

ALTERNATIVE

None recommended.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

BRIAN DICKINSON
WATER GENERAL MANAGER

APPROVED FOR FORWARDING

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF BRANDON SUPPLY CORPORATION AND ISSUING A PURCHASE ORDER IN THE AMOUNT OF $111,195.95 FOR THE FURNISHING AND DELIVERY OF STORE SUPPLIES FOR THE FISCAL YEARS 2019-2020 THROUGH 2021-2022.

WHEREAS, it is necessary for the Water Department to have supplies for the repair and maintenance of the Water Distribution System; and

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

WHEREAS, the Water Department solicited bids for the furnishing and delivery of store supplies for the Fiscal Years 2019-2020 through 2021-2022; and

WHEREAS, on June 27, 2019, the Department received sealed bids for the furnishing and delivery of store supplies. The bids received were as follows:

VENDOR	**BID AMOUNT**
Brandon Supply Corporation	**$111,195.95**
Ferguson Waterworks	$129,871.62
So Cal Compton Pipe Supply	$143,281.76
S&J Supply	$174,163.73
United Waterworks Inc.	(Incomplete Bid)

WHEREAS, Staff reviewed all bids submitted and determined that the bid of Brandon Supply Corporation is the lowest most responsible bidder. The bid from United Waterworks Inc. was incomplete and determined to be non-responsive; and

WHEREAS, funds for this expenditure in the amount of One Hundred Eleven Thousand, One Hundred Ninety-Five Dollars and Ninety-Five Cents ($111,195.95) have been allocated in the Water Department's 2019-2020 Fiscal Year budget in Account No. 5000-880-000-4235; and

WHEREAS, the Water Department will budget funds in the same amount in the next two (2) Fiscal Years 2020-2021 and 2021-2022.

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

SECTION 1. That the City Manager is authorized to accept the bid of Brandon Supply Corporation in the amount One Hundred Eleven Thousand, One Hundred Ninety-Five Dollars and Ninety-Five Cents ($111,195.95) for the furnishing and delivery of store supplies is hereby accepted and all other bids rejected.

SECTION 2. That the City Manager is hereby authorized to issue a purchase order in the amount of One Hundred Eleven Thousand, One Hundred Ninety-Five Dollars and Ninety-Five Cents ($111,195.95) to Brandon Supply Corporation for the furnishing and delivery of store supplies for the Fiscal Years 2019-2020 through 2021-2022.

SECTION 3. That funds for this expenditure in the amount One Hundred Eleven Thousand, One Hundred Ninety-Five Dollars and Ninety-Five Cents ($111,195.95) are available in the Water Department's Fiscal Year 2019-2020 budget in Account No. 5000-880-000-4235.

SECTION 4. That the Water Department will budget funds in the same amount in the next two (2) Fiscal Years 2020-2021 and 2021-2022.

SECTION 5. That a certified copy of this Resolution shall be filled in the offices of the City Manager, City Attorney, City Controller, City Clerk, and the Municipal Water Department.

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

ADOPTED this _____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was signed by the Mayor and adopted by the City Council at a regular meeting thereof held on the _____ day of _____2019.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

July 23, 2019

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **WATER GENERAL MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF UNITED WATER WORKS INC. AND ISSUING A PURCHASE ORDER IN THE AMOUNT OF $38,907.64 FOR THE FURNISHING AND DELIVERY OF RPM POLYMER CONSTRUCTION METER BOXES AND COVERS FOR FISCAL YEARS 2019-2020 THROUGH 2021-2022**

SUMMARY

This Resolution authorizes the City Manager to accept the bid of and issue a purchase order in the amount of Thirty-Eight Thousand, Nine Hundred Seven Dollars and Sixty-Four Cents ($38,907.64) for the furnishing and delivery of RPM polymer construction meter boxes and covers.

BACKGROUND

It is necessary for the Water Department to have supplies for the repair and maintenance of the water distribution system. The Department replenishes supplies on a regular basis to have them readily available for routine and emergency activities. The Department is in the process of replacing the old cement meter boxes and covers. Also, there is a need for a supply of new boxes and covers for new construction.

STATEMENT OF ISSUE

The Water Department solicited bids for the furnishing and delivery of RPM polymer construction meter boxes and covers for Fiscal Years 2019-2020 through 2021-2022. On Thursday, June 27, 2019, the sealed bids were received from the following vendors:

VENDOR	AMOUNT
Armorcast Products	$43,809.22
S&J Supply Co	$43,775.04
United Water Works	**$38,907.64**

Staff reviewed all bids submitted and determined that the bid of United Water Works was the lowest most responsible bidder.

ALTERNATIVE

None recommended.

FINANCIAL IMPACT

The cost for RPM polymer construction meter boxes and covers is Thirty-Eight Thousand, Nine Hundred Seven Dollars and Sixty-Four Cents ($38,907.64). Funds for this expenditure have been allocated in the Water Department's Fiscal Year 2019-2020 budget in Account No. 5000-880-000-4235 to be paid in increments as billed by invoice.

The Department will budget funds in the same amount in the next two (2) Fiscal Years 2020-2021 and 2021-2022.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

BRIAN DICKINSON
WATER GENERAL MANAGER

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF UNITED WATER WORKS INC. AND ISSUING A PURCHASE ORDER IN THE AMOUNT OF $38,907.64 FOR THE FURNISHING AND DELIVERY OF RPM POLYMER CONSTRUCTION METER BOXES AND COVERS FOR FISCAL YEARS 2019-2020 THROUGH 2021-2022

WHEREAS, it is necessary for the Water Department to have supplies for the repair and maintenance of the water distribution system. The Department replenishes supplies on a regular basis to have them readily available for routine and emergency activities; and

WHEREAS, the Department is in the process of replacing the old cement meter boxes and covers. There is a need for a supply of new boxes and covers for new construction; and

WHEREAS, the Water Department solicited bids for the furnishing and delivery of RPM polymer construction meter boxes and covers for Fiscal Years 2019-2020 through 2021-2022; and

WHEREAS, on Thursday, June 27, 2019, the sealed bids were received from the following vendors:

VENDOR	**AMOUNT**
Armorcast Products	$43,809.22
S&J Supply Co	$43,775.04
United Water Works	**$38,907.64**; and

WHEREAS, Staff reviewed all bids submitted and determined that the bid of United Water Works was the lowest most responsible bidder; and

WHEREAS, the cost for RPM polymer construction meter boxes and covers is Thirty-Eight Thousand, Nine Hundred Seven Dollars and Sixty-Four Cents ($38,907.64); and

WHEREAS, funds for this expenditure have been allocated in the Water Department's Fiscal Year 2019-2020 budget in Account No. 5000-880-000-4235 to be paid in increments as billed by invoice; and

WHEREAS, the Department will budget funds in the same amount in the next two (2) Fiscal Years 2020-2021 and 2021-2022.

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

SECTION 1. That the City Manager is authorized to accept the bid of United Water Works Inc. in the amount of Thirty-Eight Thousand, Nine Hundred Seven Dollars and Sixty-Four Cents ($38,907.64) for the furnishing and delivery of RPM polymer construction meter boxes and covers is hereby accepted and all other bids rejected.

SECTION 2. That the City Manager is hereby authorized to issue a purchase order in the amount of Thirty-Eight Thousand, Nine Hundred Seven Dollars and Sixty-Four Cents ($38,907.64) to United Water Works for the furnishing and delivery of RPM polymer construction meter boxes and covers for Fiscal Years 2019-2020 through 2021-2022.

SECTION 3. That funds for this expenditure have been allocated in the Water Department's Fiscal Year 2019-2020 budget in Account No. 5000-880-000-4235 to be paid in increments as billed by invoice.

SECTION 4. That the Water Department will budget funds in the same amount for the next two (2) Fiscal Years 2020-2021 and 2021-2022.

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 Municipal Water Department.

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

ADOPTED this _____day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

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

July 23, 2019

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **WATER GENERAL MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF ZENNER USA AND ISSUE A PURCHASE ORDER FOR $61,550.25 TO FURNISH AND DELIVER LEAD FREE MULTI JET OR POSITIVE DISPLACEMENT WATER METERS FOR FISCAL YEARS 2019-2020**

SUMMARY

City Council's adoption of the attached resolution will accept the bid of Zenner USA and authorize the City Manager to issue a purchase order for $61,550.25 (Sixty-One Thousand, Five Hundred and Fifty Dollars and Twenty-Five Cents) for the furnishing and delivery of lead free multi jet or positive displacement water meters for fiscal years 2019/2020.

BACKGROUND

The Water Department is responsible for installing and replacing water meters in the City. The department must stock meters for daily routine activities and emergencies. The water meters will be stored at the vendor's facility and delivered as needed upon a twenty-four (24) hour notice and the vendor will bill the City after delivery of meters.

Staff solicited bids for the furnishing and delivery of lead free multi-jet or positive displacement water meters for Fiscal Year 2019-2020. On June 27, 2019, we received bids from the following companies:

VENDOR	AMOUNT
Zenner USA	**$ 61,550.25**
Ferguson Water Works	$ 83,514.38
S&J Supply Company	$120,202.74

Staff Report – Resolution Authorizing P.O.
Zenner USA/Water Meters
July 23, 2019

STATEMENT OF THE ISSUE

Zenner USA was the lowest most qualified bidder and has done business with the City of Compton in prior years for the delivery of lead-free or positive displacement water meters. The bid amount of $61,550.25 (Sixty-One Thousand, Five Hundred and Fifty Dollars and Twenty-Five Cents) is a reasonable amount for this service and is intended to lock in a set price for lead-free or positive displacement meters for the entire fiscal year 2019-2020.

The following years the department will allocate the same amount in the next two fiscal years 2020/21. These prices are locked to save the department money from any increase in cost for three years.

ALTERNATIVE

None.

FINANCIAL IMPACT

Funds are allocated in the Water Department Fiscal Year 2019-2020 budget.
:

Account Number	Amount
5000-880-000-4764	$61,550.25

RECOMMENDATION

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

BRIAN DICKINSON
GENERAL MANAGER

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF ZENNER USA AND ISSUE A PURCHASE ORDER FOR $61,550.25 TO FURNISH AND DELIVER LEAD FREE MULTI JET OR POSITIVE DISPLACEMENT WATER METERS FOR FISCAL YEAR 2019-2020

WHEREAS, the Water Department solicited bids for the furnishing and delivery of lead free multi jet or positive displacement water meters for Fiscal Year 2019-2020; and

WHEREAS, sealed bids were received on Thursday June 27, 2019 and staff reviewed all bids submitted and the results were as follows:

VENDOR	**AMOUNT**
Zenner USA	**$ 61,550.25**
Ferguson Water Works	$ 83,514.38
S&J Supply Company	$120,202.74

WHEREAS, Staff reviewed the bids submitted by the vendors and determined that the bid of Zenner USA is the lowest responsible bidder; and

WHEREAS, Staff solicited bids for the furnishing and delivery of lead free multi-jet or positive displacement water meters for Fiscal Years 2019-2020; and

WHEREAS, funds are available in the Water Departments 2019-20 Fiscal Year Budget in Account Number 5000-880-000-4764.

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

SECTION 1. That the bid of Zenner USA, in the amount of ($61,550.25) Sixty-One Thousand, Five Hundred Fifty Dollars and Twenty-Five Cents for the furnishing and delivery of Lead Free Multi-Jet or Positive Displacement Water Meters is hereby accepted.

SECTION 2. That funds for these services is available in the Water Department's Fiscal Year 2018-2019 budget in Account Number 5000-880-000-4764.

SECTION 3. That the City Manager is hereby authorized to issue a purchase order in the amount of Sixty-One Thousand, Five Hundred and Fifty Dollars and Twenty-Five Cents (61,550.25).

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

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

ADOPTED this _____day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was 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

RESOLUTION NO._____

A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF CLINICAL LAB OF SAN BERNARDINO AND ISSUING A PURCHASE ORDER IN THE AMOUNT OF $13,600 FOR THE TESTING AND ANALYSIS OF WATER SAMPLES FOR FISCAL YEAR 2019-2020

WHEREAS, the Water Department advertised for bids for Testing and Analysis of Water Samples for Fiscal Year 2019-2020; and

WHEREAS, bids were received on June 27, 2019, from the following companies:

VENDOR	**BID AMOUNT**
Clinical Lab of San Bernardino	**$13,600.00**
Weck Laboratories, Inc	$ 22,650.00

WHEREAS, funds have been allocated in the Water Department's Fiscal Year 2019-2020 budget for these services; and

WHEREAS, Clinical Lab of San Bernardino and Weck Laboratories was the only bidder to respond therefore, it is staff's recommendation to accept their bid.

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

SECTION 1. That the bid of Clinical Lab of San Bernardino in the amount of Thirteen Thousand, Six Hundred Dollars ($13,600.00) for Testing and Analysis of Water Samples for Fiscal Year 2019-2020.

SECTION 2. That funds are available in the Water Department's Fiscal Year 2019-2020 budget in Account Number 5000-870-000-4258.

SECTION 3. That the City Manager is authorized to issue a purchase order in the amount of Thirteen Thousand, Six Hundred Dollars (13,600.00).

SECTION 4. That a certified copy of this resolution shall be filed in the offices of the City Manager, City Controller and 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
CITYOF COMPTON

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

July 23, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: WATER GENERAL MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID OF CLINICAL LAB OF SAN BERNARDINO AND ISSUING A PURCHASE ORDER IN THE AMOUNT OF $13,600 FOR THE TESTING AND ANALYSIS OF WATER SAMPLES FOR FISCAL YEAR 2019-2020

SUMMARY

This Resolution will authorize the City Manager to accept the bid and issue a purchase order in the amount of Thirteen Thousand, Six Hundred Dollars ($13,600) to Clinical Lab of San Bernardino for the testing and analysis of water samples for Fiscal Years 2019-2020.

BACKGROUND

During the past several years, Clinical Laboratory of San Bernardino has provided the Water Department with exemplary services in furnishing and delivering of water samples and analysis. Clinical Laboratory meets all Department of Health Services and State regulations.

STATEMENT OF ISSUE

The Water Department solicited bids from all known firms for the testing and analysis of water samples for three (3) years from Fiscal Years 2019-2020 through 2021/2022. Bids were received on June 27, 2019 as follows:

VENDOR	BID AMOUNT
Clinical Lab of San Bernardino	**$13,600.00**
Weck Laboratories, Inc	$22,650.00

Clinical Lab of San Bernardino was the lowest most responsible bidder. Therefore, it is staff's recommendation to accept their bid.

FINANCIAL IMPACT

Funds in the amount of Thirteen Thousand, Six Hundred Dollars ($13,600) have been allocated in the Water Department's Fiscal Year 2019-2020 budget in Account No. 5000-870-000-4258.

RECOMMENDATION

Staff recommend that the City Council adopt the attached Resolution.

BRIAN A. DICKINSON
WATER GENERAL MANAGER

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

July 23, 2019

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **WATER GENERAL MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF CIVILTEC ENGINEERING INC. AND ESTABLISHING A PURCHASE ORDER AND ENTERING INTO A CONTRACT FOR ON-CALL ENGINEERING SERVICES FOR FISCAL YEARS 2019/2020 ($50,000.00)**

SUMMARY

This resolution authorizes the City Manager to issue a purchase order and enter into a contract with Civiltec Engineering Inc., in the amount not to exceed FIFTY THOUSAND Dollars ($50,000.00) for On-Call Engineering services for FY 2019/2020.

BACKGROUND

The Compton Municipal Water Department ("Department") is an Urban Retail Water Supplier providing water services to approximately 80% of the incorporated City limits. The Water system consists of approximately 156 miles of water mains, 1,000 fire hydrants, 1,700 valves, 8 water wells, two water storage tank locations with five storage tanks total and one booster pump stations.

STATEMENT OF THE ISSUE

The Municipal Water Department from time to time may require professional engineering services for the design of small pipeline installation services, miscellaneous engineering design, plan check services and construction management and inspection services, on an On-Call As-Needed basis.

City Management is in agreement with this approach for Civil Engineering services. On December 12, 2018, staff met and conferred with the Management Union, which is amenable to this, with the evaluation of services on an annual basis.

A Request for Proposals was advertised on August 29, 2018 and proposals were solicited from five (5) Consulting Firms experienced in this type of engagement. On September 27, 2018 proposals were received from three (3) consulting firms.
Proposals were independently evaluated and scored on six (6) criteria;

- Proposed Scope of Work and Project approach.

- Plan for managing the work rate, project management methods.
- Project experience and staff qualifications.
- Proposed schedule.
- Overall quality of proposal.
- Cost proposal.

The Ranking Scores are as follows:

- Civiltec Engineering Inc. 17.35
- Quantum Consulting 14.9
- GK & Associates 4.0

A contract was awarded on February 26, 2019, Resolution 24950. The Water Department still has a need for On-Call Engineering services.

FINANCIAL IMPACT

The estimated cost to perform On-Call Engineering Services for the Fiscal Year 2019/2020 is $50,000.00.

Funds for this expenditure are available in Account 5000-900-000-4249 (Special Department Expense) in the amount of $50,000.00 for FY 2019/2020. Staff will Budget funds in Fiscal Years 2020/2021.

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:

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF CIVILTEC ENGINEERING INC. AND ESTABLISHING A PURCHASE ORDER AND ENTERING INTO A CONTRACT FOR ON-CALL ENGINEERING SERVICES FOR FISCAL YEAR 2019/2020 ($50,000.00)

WHEREAS, the Compton Municipal Water Department ("Department") from time to time may require professional engineering services for the design of small pipeline installation services, miscellaneous engineering design, plan check services and construction management and inspection services.
; and

WHEREAS, the Department advertised for proposals for On-Call Engineering Services for Fiscal Years 2018/19, 2019/20 and 2020/21. Proposals were opened on September 27, 2018 from the following:

VENDOR

Civiltec Engineering Inc.
Quantum Consulting
GK & Associates

WHEREAS, Civiltec Engineering Inc., was the highest rated proposer and their Rate Schedule is in line for services which may be required; and

WHEREAS, funds are allocated in the 2019/20 Fiscal Year budget in Account No. 5000-900-000-4249 for this purchase. The Department will budget funds for future Fiscal Year 2020/21.

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

SECTION 1. That the proposal of Civiltec Engineering Inc., in the amount of Fifty Thousand Dollars ($50,000.00) for On-Call Engineering Services.

SECTION 2. That the City Manager is hereby authorized to establish a purchase order and enter into a contract in the amount of $50,000.00 with Civiltec Engineering Inc., for the On-Call Engineering Services for Fiscal Year 2019/20.

SECTION 3. That funds for this expenditure are available in the Compton Municipal Water Department's Fiscal Year 2019-2020 budget in Account No. 5000-900-000-4249.

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

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
CONSULTANT

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 **CIVILTEC ENGINEERING INC.** (hereinafter referred to as **"CONSULTANT"**), located at 118 W. Line Avenue, Monrovia, CA 91016.

RECITALS:

WHEREAS, it is the responsibility of the Compton Municipal Water Department to ensure a safe and adequate water supply for drinking and firefighting purposes; and

WHEREAS, the Municipal Water Department from time to time may require professional engineering services for the design of small pipeline installation services, and inspection services, on an On-Call As-Needed basis; and

WHEREAS, essential to the services required is the retention of a qualified and experienced engineering firm to provide engineering design, construction management, and plan check and inspection services; and

WHEREAS, on December 12, 2018, staff met with and conferred with AFSCME Local 2325 and the parties agreed to move forward with the proposal with an evaluation on an annual basis; and

WHEREAS, on _____, 2019, pursuant to Resolution No. _____, the City Council authorized the City Manager to enter into a professional services agreement with Civil Source, Inc. ("Consultant") to provide construction management and inspection services for the Tank-farm Booster Station Project; and

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

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

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

AGREEMENT:

1. <u>Services to be rendered by Consultant.</u> It is mutual understanding of the Parties that the Consultant shall perform and be responsible for providing various professional engineering services as requested to the City ("Project"). Services to be rendered shall include, but not limited to the below-indicated tasks and deliverables:

Tasks include:

As described in the Request for Proposals.

As more fully specified in the City's **"Request for Proposals On-Call Engineering Services"** (dated August 29, 2018) and Consultant's **"Proposal to Provide On-Call Engineering Services"** (dated September 27, 2018), which are incorporated by this reference.

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

Consultant 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 performing services pursuant to provisions of this Agreement.

Mr. Shem Hawes, Principal-In-Charge of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. **Duration of Contract.** The Consultant shall commence the services provided for herein upon Notification to Proceed from the City to Consultant and continue in a diligent and professional manner for one year from execution, or upon exhaustion of authorized funding, whichever occurs first, unless this Agreement is terminated as provided herein.

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

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

3. **Compensation.** The method of payment for this Contract will be on a fee-for-services, per Task, basis as specified within Consultant's **"Fee Proposal"** dated September 27, 2018 and incorporated herein. 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:

General Manager of Compton Municipal Water Department at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

As full and complete compensation for performance of all the services- identified within Tasks 1 through 4, above - to be performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **Fifty Thousand Dollars ($50,000.00).**

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

4. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement.

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

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

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

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

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

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

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

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

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

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

11. Insurance. Without limiting the Consultant's indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and

authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement. All insurance required hereunder shall be primary with respect to any insurance maintained by the City.

Coverages and Limits. Consultant will maintain the types of 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 Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the below-designated insured's except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

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

11.2 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 insured's"** with respect to liability arising out of the activities of the Consultant. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant will furnish certificates of insurance and endorsements to City.***

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

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

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

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

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

conflict between such laws and ordinances, Consultant shall notify the City in writing and the parties agree to work cooperatively to resolve the conflict.

16. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in

addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at 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 ten (10) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; 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.

17. Force Majeure. In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Consultant), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Agreement upon any event that renders performance impossible. In such

case, City shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

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

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

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

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

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

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

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

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

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

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

To Consultant:

Civiltec Engineering Inc.
118 West Lime Avenue
Monrovia, CA 91016
Attn: C.Shem Hawes PE
(626) 357-0588
(626) 303-7957 - fax

To City:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: General Manager, Compton Municipal Water Department
(310) 605-5505
(310) 605-6326 – fax.

With copy to:

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

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

28. **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.

Civiltec Engineering Inc.
CONSULTANT

Dated: _____

By_____
Mr. Shem Hawes
Principal, Senior Engineer

CITY OF COMPTON

Recommended for Approval:

By _____ **Dated: _____**
Brian A. Dickinson, General Manager
Compton Municipal Water Department

Approved by:

By _____ **Dated: _____**
Cecil Rhambo, City Manager

Approved as to form:

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

ATTEST:

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

July 23, 2019

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A REQUEST TO SET A PUBLIC HEARING TO CONSIDER A REDUCTION IN THE UTILITY USER FEE FOR PLENTY UNLIMITED INC. AS AN INCENTIVE TO LOCATE A STATE OF THE ART INDOOR FARM WITHIN THE CITY OF COMPTON**

[Tuesday, September 3, 2019 at 5:50 pm]

SUMMARY

The City Council will consider Staff's request to schedule a public hearing to consider a proposed Utility User Fee ("UUT") reduction agreement between the City of Compton and Plenty Unlimited, Inc. ("Plenty").

BACKGROUND

Plenty is an indoor, hydroponic farming company that grows field-scale agricultural produce. Its mission is to provide food that is better for plants, people, and the planet. Plenty grows, harvests, packages, and ships fresh produce to grocery stores, restaurants, and consumers that sets a new bar for flavor, quality, nutrition, shelf life, and cleanliness. In addition, Plenty's produce is pesticide free and its farms use a small fraction of the water and land compared to conventional agriculture.

Plenty will make more flavorful and nutritious produce more available in Compton. By growing where consumers live, Plenty minimizes transportation needs to provide clean, pesticide-free food for Compton residents. We believe that by increasing accessibility to fresh produce in Compton, a Plenty farm will improve human health in the City.

Plenty is drawn to locate in Compton due to the City's vibrant community, rich farming history, and talented workforce. As a heavy power user, however, the City's ten percent (10%) UUT limits Plenty's ability to achieve success. Compton's UUT is higher than surrounding areas such as Carson (2% UUT rate) and Los Angeles County (4.5% UUT rate). Plenty is projected to use up to ten times more power than another tenant in the same space due to the nature of its operations.

Plenty has requested that the City reduce its UUT tax burden to a level that will allow Plenty to be competitive in the market, while still accruing more UUT tax revenue to the City than a company with a normal power use profile. This structure would apply for five (5) years and extend for an additional five (5) years if Plenty meets certain conditions requested by the City.

Plenty recently commissioned the world's most efficient leafy greens farm at its South San Francisco headquarters. Compton is one jurisdiction under consideration for a future farm.

FISCAL IMPACT

If Plenty receives this tax structure and locates in Compton, the City is expected to accrue an additional $600,000 in net UUT revenue over the first five years of the agreement compared to another tenant paying a ten percent (10%) UUT rate on a lower electricity usage over the same time period, with further net gains in UUT revenue as compared to another tenant over the second five years of the agreement.

RECOMMENDATION

Staff recommends that the City Council schedule a public hearing for Tuesday, September 3, 2019 at 5:50 pm.

Craig J. Cornwell
City Manager

July 23, 2019

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **FIRE CHIEF**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING FISCAL YEAR 2019-2020 BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FIRETRUCKS UNLIMITED FOR THE PURCHASE OF A REFURBISHED 1999 PIERCE 75' AERIAL FIRE TRUCK, PAINT AND BODYWORK FOR THE CITY OF COMPTON FIRE DEPARTMENT ($127,150.00)**

SUMMARY

Adoption of the attached resolution will authorize the City Manager to establish a purchase order in the amount not to exceed One Hundred Twenty-Seven Thousand One Hundred Fifty Dollars and Zero Cents ($127,150.00) to Firetrucks Unlimited for the purchase, paint and bodywork of one (1) 1999 Pierce 75' Aerial Fire Truck for the City of Compton's Fire Department ("Department").

BACKGROUND

Currently, the City's Fire trucks (2) are out of service, one truck is beyond repair due to the Department's high volume of emergency responses and aging fleet. This has caused the City to have no ladder support for buildings that are at least two stories high; the support the City currently have are from neighboring area cities.

This purchase is an integral part to the Department's ongoing requirements to keep the City from lack of service when emergencies arise.

STATEMENT OF ISSUE

Three (3) quotes were solicited and the results were as follows:

	VENDOR	AMOUNT
1.	Firetrucks Unlimited (1999 Pierce75' Aerial)	$ 89,000.00
2.	Firetec (2000 American LaFrance LTI 85')	$105,000.00
3.	Firetrucks Unlimited (2005 American LaFrance 100')	$100,000.00

Staff also requested quotes from the above vendors to repair, paint and add graphics to the fire truck to the Department's specifications. The results were as follows:

	VENDOR	AMOUNT
1.	Firetrucks Unlimited (1999 Pierce75' Aerial)	$38,150.00
2.	Firetec (2000 American LaFrance LTI 85')	No quote submitted
3.	Firetrucks Unlimited (2005 American LaFrance 100')	$38,150.00

The combine quotes were as follows:

	VENDOR	AMOUNT
1.	Firetrucks Unlimited (1999 Pierce75' Aerial)	$127,150.00
2.	Firetec (2000 American LaFrance LTI 85')	Incomplete quote
3.	Firetrucks Unlimited (2005 American LaFrance 100')	$138,150.00

After receiving the submitted proposals, staff reviewed and determined that the City purchase one (1) 1999 Pierce 75" Aerial fire truck along with the paint and graphics from Firetrucks Unlimited because they submitted the most responsive, complete and responsible quote(s).

Firetec did not provide a quote to have the fire truck painted to the City's specifications thus making it an incomplete quote.

The alternative will be to purchase a new Aerial Fire Truck at a cost of One Million Two Hundred-Thousand Dollars and Zero Cents. ($1,200,000.00).

City Council approval is needed because the expenditures exceed $25,000 Dollars.

FISCAL IMPACT

The cost for one (1) Refurbished Fire truck is One Hundred Twenty-Seven Thousand One Hundred Fifty Dollars and Zero Cents ($127,150.00).

Funds for this expenditure will require a transfer from the 2019-2020 Fiscal Year Non Departmental Measure P budget Account No. 1004-610-000-4269. A capital outlay account must be created. The Account No. will be 1004-690-000-4300.

From	Description	Amount
1004-610-000-4249	Other Contract Services	$127,150.00

To	Description	Amount
1004-690-000-4300	Capital Outlay	$127,150.00

RECOMMENDATION

It is recommended that Council approve the attached Resolution.

RONERICK SIMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING FISCAL YEAR 2019-2020 BUDGET TO TRANSFER FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH FIRETRUCKS UNLIMITED FOR THE PURCHASE OF A REFURBISHED 1999 PIERCE 75' AERIAL FIRE TRUCK, PAINT AND BODYWORK FOR THE CITY OF COMPTON FIRE DEPARTMENT ($127,150.00)

WHEREAS, the Compton Fire Department's (Department's) Fire Trucks are essential for safe and efficient emergency response and operation; and

WHEREAS, currently, the City's fire trucks are out of service due to the high volume of emergency responses and aging fleet; one fire truck is beyond repair; and

WHEREAS, the Department requested three (3) quotes from the following vendors:

VENDOR	**AMOUNT**
Firetrucks Unlimited (1999 Pierce 75' Aerial)	$ 89,000.00
Firetec (2000 American LaFrance LTI 85')	$105,000.00
Firetrucks Unlimited (2005 American LaFrance 100')	$100,000.00

and

WHEREAS, the Department also requested three (3) quotes to perform paint and bodywork to the specifications of the Department's fleet:

VENDOR	**AMOUNT**
Firetrucks Unlimited (1999 Pierce 75' Aerial)	$ 38,150.00
Firetec (2000 American LaFrance LTI 85')	No quote submitted
Firetrucks Unlimited (2005 American LaFrance 100')	$ 38,150.00

and

WHEREAS, the department selected Firetrucks Unlimited as the lowest most responsible quote; and

WHEREAS, the City Manager is hereby authorized to issue a purchase order to Firetrucks Unlimited in the amount of One Hundred Twenty-Seven Thousand One Hundred Fifty Dollars and Zero Cents ($127,150.00). and

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

Section 1. That the City Manager is hereby authorized to establish a purchase order to Firetrucks Unlimited in the amount of One Hundred Twenty-Seven Thousand One Hundred Fifty Dollars and Zero Cents ($127,150.00) for the purchase, paint and bodywork of one (1) Refurbished 1999 Pierce 75' Aerial Fire Truck for the City of Compton's Fire Department.

Section 2. That funds for this expenditure a will require a transfer from the 2019-2020 Fiscal Year Non Departmental Measure P budget Account No. 1004-610-000-4269. A capital outlay account must be created. The Account No. will be 1004-690-000-4300.

From	Description	Amount
1004-610-000-4249	Other Contract Services	$127,150.00

To	Description	Amount
1004-690-000-4300	Capital Outlay	$127,150.00

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

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

ADOPTED this _____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

Quote 1

Sales Invoice

FIRETRUCKS UNLIMITED
1175 Center Point Dr.
Henderson, NV 89074
Phone: (702) 558-3352
Fax: (702) 558-3352
Mon-Fri 7am-4pm PST
FiretrucksUnlimited.com

INVOICE#	00010495
CUST. PO	
INVOICE DATE	7/9/2019
SALES REP	Richard Ives
SALES #	
METHOD	Non applicable
TERMS	Net 30 days

BILL TO

Attn: COMPTON FIRE DEPARTMENT
CHIEF ANTHONY ADAMS
201 S. ACACIA AVE.

COMPTON, CA, 90220, USA
301-605-5670

SHIP TO

COMPTON FIRE DEPARTMENT

201 S. ACACIA AVE.

COMPTON, CA, 90220, USA
301-605-5670

Qty (UOM)	MFG Item No.	FTU Item No.	Item Description	Unit Price	Ext. Price
1 (EACH)		UTS1922-BASE	1999 Pierce 75' Aerial 4P1CT02S9XA001324	$89,000.00	$89,000.00

Subtotal:	$89,000.00
Taxes:	$0.00
Total:	$89,000.00

Thank you for your business!

Quote 2

FIRETEC

AMERICA'S SOURCE FOR USED FIRE TRUCKS

TEXT us about the apparatus
your FD needs to sell: 802-431-6033

800-347-383

THE HOT SHEET >>>
Today's Featured Listing

USED APPARATUS SALES

SELL YOUR FIRE TRUCK | SOLD BY FIRETEC | FIRE TRUCKS FOR SALE | APPARATUS WANTED | FAQ | ABOUT US

FIRE TRUCK SEARCH
CONTACT US
TESTIMONIALS
MOBILE APP
USED PUMPERS
USED AERIALS
USED TANKERS
USED RESCUES
USED MINI PUMPERS
USED WILDLAND / BRUSH
USED AMBULANCES
SPECIALTY TRUCKS / EQUIPMENT
BARGAIN FIRE TRUCKS

Sell your Fire Truck with one Click!

Click the link above, and tell us what you have and which FD you are with!

Search by Apparatus ID #

Submit Query

< Previous Next >

2000 American LaFrance LTI



PreviousNext
Play

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18

REDUCED

LP-12529
2000 American LaFrance LTI, 85', Detroit diesel, 2,000 gpm Hale, 500 gal tank, Breathing air to basket, 10kw generator, 5 SCBA seats, 200' electric cord reel, 5 ladders, 6 pike poles, emergency lighting, sirens including Q2B 15,795 miles.
Reduced! Asking $105,000

$105,000.00

Other Information relating to this Vehicle:
aerial hours: 940
Current pump & Aerial tests, all records.

Action Shots from FD Available!! Will considerer offers. MUST SELL.

We have 14 MORE photos readily available. Click to "add" this unit to your inquiry list.

Thank you for coming to Firetec to buy a used fire truck.
Inventory is updated at least twice every hour so keep coming back. Better yet- call us to tell us how we can help find the right fire truck for your department. We are here to help and want to hear from you!
(The map is intended to provide a general location of each used fire truck. Call to get a precise location)
TOLL FREE: 800-347-3832
TEXT: 802-431-6033
FREE Mobile Fire Truck APP. Get the first alert on available apparatus.
http://app.firetec.com

This map shows the region in which this apparatus is located.



Want to search more fire trucks by regional location?

Click on the map to be taken to a list of units in your region of choice.

Gotta Have it?

Phone: 800-347-3832

E-mail: firetec@firetec.com

©2019

Text/SMS: *(802)431-6033*

Firetec Used Apparatus Sales

Like Share Sign Up to see what your friends like.

Vehicle specifications are provided to Firetec by the sellers. Firetec makes no claim as to their accuracy and all specifications are subject to inspection and verification. All apparatus sold as-is, where-is.

Quote 3

THE REFURB LEADER!

Call Now: (866) 876-0979

Mon-Fri: 7am-4pm PST

FIRETRUCKS UNLIMITED
1175 Center Point Dr.
Henderson, NV 89074

2005 AMERICAN LAFRANCE 100' PLATFORM FOR SALE #1938







Jimmy McCombs

Quote 3

From: Richard Ives <richard@firetrucksunlimited.com>
Sent: Tuesday, July 16, 2019 2:59 PM
To: Jimmy McCombs
Subject: 2005 American LaFrance - Firetrucks Unlimited

Gentlemen,

Per your visit this quote is for the 2005 American LaFrance Aerial you inspected. Price is $100,000.00 plus paint and graphics of $38,150.00 = $138,150.00 f.o.b. Henderson, Nevada.

http://www.firetrucksunlimited.com/fire-apparatus/2005-american-lafrance-100-platform-for-sale-1938/

2005 AMERICAN LAFRANCE 100' PLATFORM SPECS

APPARATUS INFO

Seating for 7
Mileage: 98,019
GVRW: 75,500
ALF 1500 GPM Side-Mount Pump
Engine Hours: 9,298
Detroit Series 60 515 HP Diesel Engine
Allison Automatic Transmission
Harrison 12KW Diesel Generator
Telescoping Lights: (4)
LED Lighting
Breathing Air on ladder
LTI : 100' Platform Aerial Device
Aerial Hours: Aerial Hours: 938
Date of Last Aerial Certification: 05/2018
Length: 45' 6"
Truck Height: 11' 9"
Just serviced
Installed new batteries (5)
Replaced battery terminals
Rebuilt starter, exhaust work
All air check valves
Replaced thermostat and both coolant temperature sensors
Upgraded front whelen warning lights.

MAINTENANCE NEEDED?

Needs some paint and interior upholstery.

Quote 3

LOCATION

Rhode Island

Stock# 1938

Thank You,
Richard Ives
Sales Manager

Firetrucks Unlimited
1175 Center Point Dr.
Henderson, NV 89074
Main Office: (702) 558-3352
Mobile | Direct | Fax: (702) 832-0111
FiretrucksUnlimited.com

Vendor
Quote 1 + 3

Sales Invoice

FIRETRUCKS UNLIMITED
1175 Center Point Dr.
Henderson, NV 89074
Phone: (702) 558-3352
Fax: (702) 558-3352
Mon-Fri 7am-4pm PST
FiretrucksUnlimited.com

INVOICE#	**00010505**
CUST. PO	
INVOICE DATE	7/12/2019
SALES REP	Non-applicable
SALES #	00010334
METHOD	Non applicable
TERMS	Net 30 days

BILL TO

Attn: COMPTON FIRE DEPARTMENT

201 S. ACACIA AVE.

COMPTON, CA, 90220, USA
301-605-5670

SHIP TO

COMPTON FIRE DEPARTMENT

201 S. ACACIA AVE.

COMPTON, CA, 90220, USA
301-605-5670

Qty (UOM)	MFG Item No.	FTU Item No.	Item Description	Unit Price	Ext. Price
1 (EACH)		DEPOSIT	PAINT AND BODY WORK - 1999 PIERCE AERIAL PER PROPOSAL	$38,150.00	$38,150.00

Subtotal:	$38,150.00
Taxes:	$0.00
Total:	$38,150.00

Thank you for your business!

FIRETRUCKS UNLIMITED

THE REFURB LEADER!

PROPOSAL

1999 PIERCE 75' AERIAL

PAINT & GRAPHICS

FIRST DRAFT

Prepared For:

Compton Fire Department
201 S Acacia Ave
Compton, CA - 90220
Phone: (301) 605-5670

Prepared By:

Firetrucks Unlimited
1175 Center Point Dr.
Henderson, NV 89074
Phone: (702) 558-3352
FiretrucksUnlimited.com

Refurbish & Upgrade Your Fire Truck with Firetrucks Unlimited

Do you have a truck that is towards the end of its first life? Is your department operating on a limited budget? If so, we're here to help! We will refurbish and upgrade your trucks or provide premium quality refurbished trucks from our inventory. Refurbishment is a proven fleet replacement strategy that adds 15 years of life to your truck for 60% less than buying new.

Firetrucks Unlimited is the most sought-after fire truck refurbishment company in the country. We believe the quality of a refurbished fire truck should be on par with a new truck to truly be considered "refurbished". We've delivered hundreds of refurbished trucks to departments all over the world and would love the opportunity to work with your department.

What is Fire Truck Refurbishment?
Fire truck refurbishment is the process of repairing, replacing and upgrading fire truck components to transform the truck into a better than new state. Upon completion, your truck will look and feel just like a new truck and will cost roughly 60% less than buying new.

Refurbs Add 10-15 Years of Service For 60% Less than Buying New!
The huge cost savings you enjoy by refurbishing your trucks helps you stay on budget and keep your fleet ready for action. We also offer financing options to help you get the equipment you need right away!

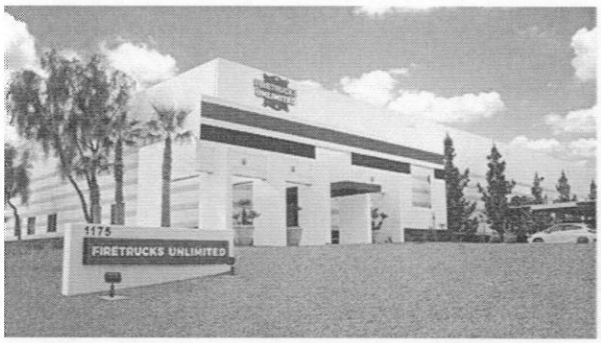
Typical Refurbishment Projects Include 150+ Services

- Re Manufacturing the Engine, Transmission, and Cooling Package
- Overhauling the Pump, Suspension, Brakes and Hydraulics
- Full Disassembly for Repaint, Striping & Decals
- Upgrading Cab Interiors, Technology, Lighting, Safety and Pumps
- Re Configurations & Fabrication
- Extensive Testing & Quality Control
- Pump and Aerial Certification
- Much, Much More!

We Make it Easy for You
We provide a free assessment of your fleet and produce an easy to read refurbishment proposal that you can customize. Whether you just need a simple repair, or a full refurbishment, we provide flexible solutions that maximize your value and stay within your budget.

Come See Our Purpose-Built Fire Truck Refurbishment Facility

We built our 50,000 sq. ft. facility in Henderson, NV from the ground up to refurbish fire trucks. We encourage customers to visit our facility to see our dedication to producing the best refurbished equipment for your department.







How it Works



Assessment

We work with you to determine which trucks in your fleet are good candidates for refurbishment. If your fleet doesn't have any good candidates, we offer high quality core fire trucks from our inventory that are ready for refurbishment.

Proposal

We provide an itemized proposal often including over 150 refurbishment services. We'll work with you to customize the proposal to meet your department's specific needs.

Refurbishment

Your truck will be transported to our 50,000 sq. ft. facility where certified EVTs will perform the refurbishment work. Rigorous quality control checks are performed at each station to ensure exceptional quality. Your dedicated Project Coordinator will be in constant contact to keep you current with the progress of your refurb.

Final Inspection & Delivery

Your team will visit our facility near Las Vegas to inspect the finished truck. We review the project scope together to ensure you are fully satisfied with the work performed before your truck returns to service. Your truck will be driven to your station or delivered via heavy hauler.

Warranty & Support

You can count on Firetrucks Unlimited to support you before, during and after the project. Your warranty period begins upon delivery and any issues you have will be immediately addressed by our support team.

Featured Refurbishment Projects

Visit our web site FiretrucksUnlimited.com
to see over 30,000 photos of refurbished fire trucks!



Why Choose Us?

Refurbishment Experience

We've delivered hundreds of fully refurbished fire trucks for front line service, more than any other company.

Specialized Refurbishment Facilities

Our 50,000 sq. ft. facilities are specially designed for fire truck refurbishment which results in higher quality and lower costs for the customer. Come visit us, we love to give tours!

We Service Every Make and Model

Your mixed fleet of fire apparatus is no problem for us. We have completed refurbishments on many different brands of fire apparatus.

Factory-Trained Certified Emergency Vehicle Technicians

Your truck will worked on by factory-trained certified EVTs who are passionate about their work and strive to continually improve our quality.

Keep the Trucks You Trust

You've spent years with your trucks. You know how they operate and trust they can perform when needed. Refurbishment keeps the trucks you know and love in service for many years to come!

Nationwide & International Service

We provide service to every U.S. state and to international clients.

Rental Units Available

We provide quality rental fire trucks during the refurbishment if needed to keep your department fully equipped.

Fastest Turnaround Times

We have the fastest turnaround times in the industry due to our specialized refurbishment process. Refurbishing your fire truck typically takes between 120 and 180 days. Buying a new truck can take up to two years.

Adds 10-15 Years of Service

You can expect your refurbished fire truck to give you another 10-15 years of service with regular maintenance.

Our Partners

We're partnered with industry leading brands. The equipment on your refurbished truck will be the same as any new truck.



The Best Price

Refurbishment at FTU typically costs 60% less than buying new. There are no hidden charges, we give you a great price up front and stick to it. We work with you to customize a project that is the right size for your specific needs and budget.

Financing

Working on a tight budget? Contact us and we will explain how to finance your refurbishment.

We Stand Behind Our Work

You can count on Firetrucks Unlimited to support you before, during and after the project. Every truck we refurbish comes with a one year warranty on all items in the statement of work. In addition, all warranties offered by the manufacturers of new components are extended to the customer. Our nationwide service capabilities ensure any warranty claims you may have will be addressed asap.



A Family Owned Business That Cares

Firetrucks Unlimited was founded by Stuart Reyburn in 2007 to provide quality refurbished emergency equipment to fire departments in need. He recognized that fire departments on tight budgets still need quality equipment to keep their communities safe. His experience with heavy equipment repair, business, and firefighting put him in a unique position to create a one of a kind business, Firetrucks Unlimited.

The popularity of refurbishments and remounts caught on quickly, so his wife Cindy and two sons Brian and David joined the team to help keep up with the demand and grow the business. Since then, we have become the most experienced and largest fire truck refurbishment company in the world.

We care about our customers and the communities they serve.
It's what drives us!



What Customers Say About Firetrucks Unlimited

Shawn Murphy
Fleet Manager
Buckeye Valley Fire District
Pierce Saber Pumper Refurbishment Project

★★★★★

"Firetrucks Unlimited did a great job on refurbishing a used truck we purchased, we saved 300k over purchasing a new truck and we were able to get a lot more upgrades than if we purchased new, especially for the cost! The staff and mechanics are great. Special thanks to Richard, who was always there to answer all my questions. Everything on the truck works flawlessly. Thanks Again!"

Ted Martin
Fire Chief
Mohave Valley Fire Department
Pierce Quantum Pumper Refurbishment Project

★★★★★

"The most comprehensive fire apparatus refurbisher in North America!"

Rusty Coleman
Fire Captain
Northstar Fire Department
Hi Tech Pumper Refurbishment Project

★★★★★

"The mechanic team was professional and skilled. All of us who attended the final commented on how the mechanics all showed so much pride in their work. This definitely left us feeling good about the project. We are very happy with the experience and would use your company again."

1999 Pierce 75' Aerial Fire Truck





17.51 Air Conditioning
The air conditioning system shall be inspected, evacuated, and recharged or repaired.

18.13 Compartment Handle
Driver's side front compartment handle shall be replaced.

18.91 Diamond Plate Cleaning & Polishing (Aerials)

All non-welded exterior aluminum diamond plate shall be removed from the apparatus. The diamond plate shall be chemically cleaned, de-oxidized and machine polished. Upon reinstallation of diamond plate, a new gray seam seal bead shall be applied to prevent water intrusions behind the diamond plate.

19.05 Steam Cleaning Pre-Paint

Prior to body work and prepping, the apparatus shall be completely steam cleaned to remove all debris, dirt, oils, grease and other contaminants.

19.10 Body Work

The cab and body shall be inspected for damage and imperfections. Minor dents, and scratches shall be filled, smoothed and sealed. Minor cracks shall be re welded, ground and sealed. Surface rust shall be treated and sealed. Major body work and corrosions shall be identified and reported to the Purchaser.

19.35 Paint Surface Preparation

Prior to paint preparation, all bolt on components shall be removed including but not limited to; door handles, lighting, bezels, grab rails, steps, trim, front grill, side grills, mirrors, pump panels, diamond plate, hose beds, fenderettes, D rings, rub rails, ladder rack, etc.

19.40 Primer and Preparation

After sanding, the cab and body shall be sealed and a primer coat shall be applied. After priming, the painting surface shall be sanded in preparation for final coat.

19.45 Cab and Body Paint and Polishing

Upon completion of final preparation, the cab and body will be painted utilizing the highest quality, state of the art, low V.O.C., polyurethane base paint. Finish paint will be applied in a minimum of three coats to ensure proper coverage with a high gloss finish. The entire cab and body will be color sanded, buffed and detailed.

19.65 Paint Code(s) and Layout

The Purchaser will provide all paint code(s). If the Purchaser does not have this information, Firetrucks Unlimited will match the existing paint color with an electronic paint matching system. The Purchaser will instruct Firetrucks Unlimited if the layout is to remain the same, will match a new fleet layout, or if a new design is required. Design work is available for an additional fee.
Black over red.

19.70 Reflective Striping 3M Scotchlite striping will be provided. The stripe will be applied on a minimum of 60% of each side, 60% on the rear, and 40% on the front of the unit. The Scotchlite stripe layout will be specified by the Purchaser. The Purchaser will specify the color of the Scotchlite striping.
19.75 Chevrons Rear facing vertical surfaces will be covered with alternating stripes of reflective material specified by the Purchaser. The Purchaser will specify which surfaces will be covered.
19.80 Lettering & Graphics 3M Scotchlite lettering and graphics shall be provided on the cab doors. The Purchaser will provide the original artwork to Firetrucks Unlimited. If the original artwork is not available, Firetrucks Unlimited offers design services for an additional fee. The Purchaser may request lettering and graphics on the body, or aerial billboard for an additional fee.
23.01 Aerial Certification A 3rd party aerial certification shall be provided.
20.28 Pump Certificate A Pump certification shall be provided.
26.04 Maintenance Record Hard copies of maintenance records shall be provided.

Approved By:	
Signature:	
Date:	

Total: $38,150.00

Terms and Conditions

Quote dated 07/12/2019

Quote valid for 90 days

Payment terms 50% down, 50% upon completion

Lead Time: 10-12 Weeks from the date of deposit

Any customer supplied items may be subject to installation charge.

July 23, 2019

TO: MAYOR AND COUNCIL MEMBERS

FROM: CRAIG J. CORNWELL
CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN TO REVISE THE CLASSIFICATION SPECIFICATIONS FOR THE POSITION OF FIREFIGHTER

SUMMARY

The City Council will consider adopting a resolution amending the Position Classification Plan to revise the classification specifications for the position of Firefighter.

BACKGROUND

The City Manager authorized a review of the City's current Position Classification Plan to include revisions to the Firefighter specification.

On April 11, 2019, the City and representatives of the applicable employee bargaining union, Firefighters Local 2216, met, conferred and agreed to amend the Position Classification Plan to include revisions to the classification specifications of Firefighter.

Subsequent to conducting a properly noticed public hearing pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter, the Personnel Board approved the proposed amendment to the Position Classification Plan to include revisions to the Firefighter class specifications and recommended approval and adoption thereof to the City Council at its April 18, 2019 meeting.

STATEMENT OF THE ISSUE

After review, staff has determined it to be fair and necessary to amend the Classification Plan of Firefighter.

The primary purpose for amending the Firefighter classification specification is to remove the required qualification of being a reserve Firefighter. Currently the City of Compton's Fire Department does not have a reserve program.

FINANCIAL IMPACT

The salary for the revised classification is already included in the City's 2018-2019 Fiscal Year's budget in the Fire Department; therefore, no anticipated fiscal impact will result from approving the requested action.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN TO REVISE THE CLASSIFICATION SPECIFICATIONS FOR THE POSITION OF FIREFIGHTER

WHEREAS, the City Manager authorized a review of the City's current Position Classification Plan to include the position of Firefighter; and

WHEREAS, on April 11, 2019, the City and representatives of the Firefighters Local 2216, met, conferred and agreed to amend the Position Classification Plan to include revisions to the classification specifications of Firefighter; and

WHEREAS, subsequent to conducting a properly noticed and public hearing pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter, the Personnel Board approved the proposed amendment to the Position Classification Plan to include revisions to the Firefighter class specifications and recommended approval and adoption thereof to the City Council at its April 18, 2019 meeting; and

WHEREAS, the salary for this revised classification is already included in the City's 2018-2019 Fiscal Year's budget; therefore no anticipated fiscal impact will result from approving this requested action.

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

Section 1. That the proposed revisions to the classification specification of Firefighter are hereby approved and added to the Position Classification Plan of the City of Compton.

Section 2. That the salary for the revised classification is included in the City's 2018-2019 Fiscal Year budget in the Fire Department.

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

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

City of Compton

City of Compton		
FIREFIGHTER		
Department: Fire Department	**Class Code:**	
Revised Date: April 114, 2019	**FLSA Status:**	Non-Exempt
Personnel Board Approved:	**Bargaining Unit:** Firefighters Local 2216	
Council Approved: ***Resolution No.***		

GENERAL PURPOSE:
Under direct supervision, performs emergency operations, participates in fire prevention activities; to assist in operating and maintenance of fire apparatus and equipment; maintain fire stations and other related duties.

DISTINGUISHING CHARACTERISTICS:
Upon appointment of employment to the position of Fire ~~f~~Fighter, employee shall be required to maintain~~obtain~~ certification as an Emergency Medical Technician (E.M.T.) or Paramedic. E.M.T.~~Emergency Mmedical Technician~~ Certification from a local accreditation (LA County DHS) ~~certification~~ or paramedic certification must be obtained prior to the completion of the initial twelve months of employment as a Fire~~f~~ Fighter. ~~Employees, who do not obtain such E.M.T. certification, as stated above, will be terminated from employment as a Fire~~f Fighter with the City without the right of appeal. ~~Current E.M.T. certification issued by the California State Fire Marshall Office, a county in the State of California or the National Registry is highly desirable.~~ A current State of California and Los Angeles County Paramedic Certification/Accreditation is highly desirable. A current State of California or National Registry Paramedic Certification is highly desirable. Employees may be required to obtain California State Paramedic Certification (the C~~c~~ity will provide the required training).

PRIMARY DUTIES AND RESPONSIBILITES:
The following essential functions are those that are critical, integral, necessary, crucial, primary and fundamental to the job. Incumbents who possess the requisite skill, experience, education, and other job-related requirements of a position are expected to perform the essential functions of the job with or without a reasonable accommodation.

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties*

- Responds to fires, rescues, medical emergencies and requests for public service; lays hose lines; operates engine pumping equipment as required; directs fire stream for proper extinguishment application; raises, lowers and climbs ladders;

- -Ceonducts salvage and overhaul operations; operates all department equipment; administers emergency medical care to the sick and injured; assists in the repair and maintenance of apparatus and equipment.;
- Aassists in maintaining fire stations; answers general questions from the public; participates in public education and awareness presentations.
- ; Pppparticipates in training exercises; cleans, flushes and performs minor repairs to fire hydrants; performs fire prevention inspections and pre-fire planning.;
- -Aacts as relief engineer as needed; may be required to respond to emergencies as needed outside of regular duty hours and performs other related duties as required and assigned.

MINIMUM QUALIFCATIONS
Education and Experience:

- High school Diploma or (G.E.D.) equivalent or post-secondary degree (i.e. Associate's degree, Bachelor's degree, etc.)
- Ceertificate at the time of application. Valid California State Emergency Medical Technician Certification OR California State Emergency Medical Technician Paramedic License
- ~~California State Fire Marshall Firefighter Academy Certificate~~
- ~~*Optional: Any additional California State Fire Marshall certificates*~~
- Valid CPAT Certification Card current within a year.

- Successful completion of a Fire Fighter I training academy approved by the State Fire Marshall with a minimum of 250 hours of instruction ~~is highly desirable~~.

~~-orand-~~

A current member of the Compton Fire Department Reserve Program with a minimum of six-months experience as a Reserve with the Compton Fire Department and have satisfactorily met

attendance requirements and have maintained a satisfactory rating on evaluations is highly desirable.~~.~~

~~-or-~~

A graduate of the James Shern Fire Academy within one-year prior to the final filing date is highly desirable.

Age: Applicants must be at least eighteen (18) years of age at the time of application.

Required Licenses or Certifications: Possession of a valid California Class C driver's license issued by the State Department of Motor Vehicles. ~~Upon appointment of employment to the position of Fire Fighter, employee shall be required to obtain a valid California Class B or Class B Fire Fighter driver's license issued by the Sate Department of Motor Vehicles prior to the completion of the initial twelve months of employment as a Fire Fighter.~~

Required Knowledge of:

- The geography of the local area.
- Firefighting methods and techniques, and basic operation and mechanics of firefighting equipment.
- The location of hydrants and water mains, and major fire hazards.

Required Skill in:

- Maintaining proficiency in emergency medical techniques, including cardiopulmonary resuscitation.

- Learning to drive a fire apparatus with care and safety in accordance with the California Vehicle Code and Fire Department procedures.
- Applying fire and life safety codes and regulations.
- Understanding and carrying out oral and written directions; retaining presence of mind in emergency situations.
- Establishing and maintaining a cooperative working relationship with those contacted in the course of work.
- Meet physical and health status requirements necessary for performance in this classification of work as outlined in the City's Medical Standards for Applicants and Employees.

~~Approved Personnel Board:~~
~~Approved City Council:~~
~~Resolution No.~~

July 23, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON MAKING AN APPOINTMENT TO THE POSITION OF CITY ATTORNEY**

SUMMARY

Adoption of this resolution will authorize the City Council to appoint Damon M. Brown to the seat of the City Attorney following the vacancy of that elective office created by the resignation of Craig J. Cornwell.

BACKGROUND

On July 9, 2019, the City Council reviewed and accepted the resignation of Craig J. Cornwell as City Attorney. On July 8, 2019, the City Council appointed Craig J. Cornwell as City Manager. Mr. Cornwell's resignation and subsequent appointment created a vacancy for the seat of City Attorney. Pursuant to Section 505 of the City Charter, the City Council shall fill by appointment any vacancy within thirty days after such office shall have been declared vacant.

Damon M. Brown is an attorney with more than 13 years of experience practicing law and is a member in good standing with the State Bar of California. He earned his Juris Doctor from Vanderbilt University Law School and his Bachelor of Arts in Political Science and African American Studies. Mr. Brown has extensive experience representing a wide variety of public entities, including municipalities.

As outside counsel for the City of Compton, he successfully defended the City in multiple state court lawsuits, prosecuted claims for indemnity on behalf of the City, represented the City in labor negotiations with all of its bargaining units, conducted investigations involving allegations of misconduct by City employees, defended the City against unfair practice charges filed with the California Public Employment Relations Board, and provided general advice and counsel to the City Attorney and City Manager Offices and Human Resources Department.

Damon M. Brown meets the eligibility requirements to hold elective office in the City of Compton as set forth in Section 503 and 702 of the Compton City Charter.

STATEMENT OF ISSUE

Pursuant to Section 505 of the City Charter, the City Council shall fill by appointment any vacancy within thirty days after such office shall have been declared vacant. In the event

the City Council shall fail to fill a vacancy by appointment within thirty days after such office shall have been declared vacant, it shall forthwith cause an election to be held to fill such vacancy.

FINANCIAL IMPACT

Funds for the position of City Attorney are set by ordinance and previously funded in the City's FY 2019/2020 budget.

RECOMMENDATION

It is recommended that the attached Resolution be adopted.

ALITA GODWIN, MMC
CITY CLERK

APPROVED TO FORWARDING

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON MAKING AN APPOINTMENT TO THE POSITION OF CITY ATTORNEY

WHEREAS, on July 9, 2019, the City Attorney, Craig J. Cornwell, submitted a Letter of Resignation to the City Clerk, effective July 7, 2019; and

WHEREAS, the City Council has reviewed and accepted the resignation of Craig J. Cornwell; and

WHEREAS, Section 505 of the Compton City Charter requires the declaration of elective office vacancies upon certain occurrences; and

WHEREAS, the position of the City Attorney of the City of Compton was declared vacant as of July 16, 2019 at a Regular Council Meeting held on July 16, 2019; and

WHEREAS, City Council now desires to make an appointment to fill the position of City Attorney; and

WHEREAS, Damon M. Brown earned his Juris Doctor from Vanderbilt University Law School and his Bachelor of Arts in Political Science and African American Studies from the University of California, Berkeley; and

WHEREAS, Damon M. Brown is a member in good standing with the State bar of California, licensed to practice before all federal and state courts in the State of California, and possesses more than 13 years of experience practicing law; and

WHEREAS, Damon M. Brown has extensive experience providing advice and counsel to and representing municipalities and other public entities, including the City of Compton, in all phases of federal and state litigation, in labor negotiations, and before administrative and regulatory bodies; and

WHEREAS, Damon M. Brown is highly respected in the legal community having been designated by *Southern California Super Lawyers* as a Rising Star each year since 2014; served as President of the John M. Langston Bar Association of Los Angeles, Inc. and the California Association of Black Lawyers; currently serves on the Board of Trustees for the Los Angeles County Bar Association; and was appointed by the Board of Trustees for the State Bar of California to the Commission on Judicial Nominees Evaluation to vet judicial candidates on behalf of Governor Jerry Brown.

WHEREAS, Damon M. Brown satisfies the eligibility requirements of Compton City Charter Section 503 and 702 to hold the position of City Attorney in the City of Compton; and

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

SECTION 1. That the City Council of the City of Compton hereby appoints Damon M. Brown as the City Attorney of the City of Compton effective August 1, 2019 and such appointee is to hold office until the first Tuesday following the next general municipal election and until the successful candidate is elected and qualified.

SECTION 2. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller and City Attorney.

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

ADOPTED this ____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

July 23, 2019

TO: MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A SUPPLEMENTAL PURCHASE ORDER FOR ADDITIONAL FUNDING TO CLEANSTREET FOR CITYWIDE STREET SWEEPING SERVICES ($148,801.69)

SUMMARY

Adoption of this Resolution will authorize the City Manager to amend the agreement term and agreement cost and issue a purchase order with CleanStreet for full-time citywide street sweeping services in an amount not to exceed $148,801.69.

BACKGROUND

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 Pollution Discharge Elimination System (NPDES) federal and state requirements.

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.

On April 23, 2019, pursuant to Resolution No. 25,006, City Council authorized the City Manager to enter into an agreement with CleanStreet for street sweeping services on an urgent need basis for a term beginning January 1, 2019 through June 30, 2019 in an amount not to exceed $170,000.

City staff was able to pay the following invoices:

Month	**Amount**
December 2018	$ 2,215.03 (balance owed from prior invoice)
January 2019	$ 43,333.33
February 2019	$ 43,333.33
March 2019	$ 57,480.00 (New monthly rate effective March 1st)
Total Paid	**$146,361.69**
	$170,000.00 (Funds available to pay)
	$ 23,638.31 (Available funding)

Unfortunately, this amount was not enough to pay for all outstanding invoices owed to CleanStreet for services through June 30, 2019. The City has a remaining balance owed to CleanStreet for services rendered as follows:

Month	**Amount**
April 2019	$ 57,480.00
May 2019	$ 57,480.00
June 2019	$ 57,480.00
Total	$172,440.00 (Total amount owed)
	$ 23,638.31 (Available funding to pay)
	$148,801.69 (Balance owed to CleanStreet)

STATEMENT OF THE ISSUE

The funding necessary to pay CleanStreet until June 30, 2019 is short by $148,801.69. Therefore, in order for the City Manager to issue a supplemental purchase order for additional funding in an amount not to exceed $148,801.69 with CleanStreet for the provisions of providing citywide street sweeping services, City Council authorization is necessary.

FISCAL IMPACT

Funds in the amount of $148,801.69 are available in the Public Works Department 2019-2020 fiscal year budgets in Account No. 2502-720-000-4269.

ALTERNATIVES

None presented

RECOMMENDATION

Staff recommends the adoption of the attached Resolution.

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

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A SUPPLEMENTAL PURCHASE ORDER FOR ADDITIONAL FUNDING TO CLEANSTREET FOR CITYWIDE STREET SWEEPING SERVICES ($148,801.69)

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 Pollution 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, on April 23, 2019, pursuant to Resolution No. 25,006, City Council authorized the City Manager to enter into an agreement with CleanStreet for street sweeping services on an urgent need basis for a term beginning January 1, 2019 through June 30, 2019 in an amount not to exceed $170,000; and

WHEREAS, City staff was able to pay the following invoices:

Month	**Amount**
December 2018	$2,215.03 (balance owed from prior invoice)
January 2019	$43,333.33
February 2019	$43,333.33
March 2019	$57,480.00 (New monthly rate effective March 1st)
Total Paid	**$146,361.69**
	$170,000.00 (Funds available to pay)
	$23,638.31 (Available funding); and

WHEREAS, this amount was not enough to pay for all outstanding invoices owed to CleanStreet through June 30, 2019; and

WHEREAS, the City has a remaining balance owed to CleanStreet for services rendered as follows:

Month	**Amount**
April 2019	$57,480.00
May 2019	$57,480.00
June 2019	$57,480.00
Total	$172,440.00 (Total amount owed)
	$23,638.31 (Available funding to pay)
	$148,801.69 (Balance owed to CleanStreet);

and

WHEREAS, funding necessary to pay CleanStreet for outstanding invoices is through June 30, 2019 is short by $148,801.69; and

WHEREAS, funds in the amount of $148,801.69 are available in the Public Works Department 2019-2020 fiscal year budgets in Account No. 2502-720-000-4269; and

WHEREAS, in order for the City Manager to issue a supplemental purchase order for additional funding in an amount not to exceed $148,801.69 with CleanStreet for the provisions of providing citywide street sweeping services, City Council authorization is necessary.

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

SECTION 1. That the City Manager, upon the advice of the City Attorney, is hereby authorized to issue a supplemental purchase order for additional funding in an amount not to exceed $148,801.69.

SECTION 2. That funds in the amount of $148,801.69 are available in the Public Works Department 2019-2020 Fiscal Year budget in Account No. 2502-720-000-4269.

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

SECTION 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

July 23, 2019

TO: MAYOR AND CITY COUNCIL

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZE THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH KOA CORPORATION TO PROVIDE ADDITIONAL STREET DESIGN SERVICES FOR THE WILMINGTON AVENUE SAFE STREETS PEDESTRIAN/BICYCLE IMPROVEMENT PROJECT, PHASE II (CIP# 18-02) ($308,631.00).

SUMMARY

This resolution will amend the Public Works FY 2019-2020 budget to transfer fund between accounts and authorize the City Manager to amend the professional service agreement with KOA Corporation ("KOA") to provide additional design services for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project, Phase II, (CIP# 18-02W) and issue a purchase order in the amount of $308,631.00.

BACKGROUND

The Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements Project, Phase II is a pedestrian and bicycle safety improvement project aimed to improve pedestrian and bicycle safety for the communities adjacent to the Wilmington Avenue transportation corridor by developing safer pedestrian crossings and intersections, as well as installing bicycle lanes to improve bicycle visibility and safety, thereby reducing collisions. The proposed pedestrian and bicycle safety improvements include the following street segments:

- Rosecrans Avenue at Wilmington Avenue
- Spruce Street at Wilmington Avenue
- Poplar Street at Wilmington Avenue
- Stockwell Street at Wilmington Avenue
- Arbutus Street at Wilmington Avenue
- Palmer Street at Wilmington Avenue
- School Street at Wilmington Avenue
- Compton Boulevard at Wilmington Avenue
- Laurel Street at Wilmington Avenue

- Alondra Boulevard at Wilmington Avenue
- Raymond Street at Wilmington Avenue
- Caldwell at Wilmington Avenue
- Greenleaf Boulevard at Wilmington Avenue; and

STATEMENT OF ISSUE

The Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements Project work scope is to review the existing pavement condition, identify all distressed pavement areas, damaged curb-gutter and sidewalks, make recommendations as to the extent and type of rehabilitation to be employed, and develop construction plans and specifications to effect the necessary recommended improvements. An engineer's estimate and estimated construction duration are part of the deliverables.

On September 11, 2018, pursuant to Resolution No. 24,842, the City Council authorized the City Manager to enter into a professional services agreement with KOA to provide design services for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project, Phase II.

On June 26, 2019, City staff requested that the design services be extended to include the street segment from Greenleaf Boulevard to the southern City limits. Staff also requested that the project include bus pads, shelters, landscaping and street lighting design.

KOA has provided design of street improvements for numerous projects in California. These services include: new specialty pedestrian lighting, pavement treatment, crosswalk accents, curb ramps upgrades and streetscape enhancements to city parking structures.

On July 8, 2019, KOA provided a proposal to provide the additional services at a cost of $308,631. Therefore, in order for the City Manager to amend the professional services agreement with KOA for additional design services pursuant to the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements Project, City Council's authorization is necessary.

ALTERNATIVE

There are no other alternatives being recommended at this time. The City's pavement condition is in dire need of immediate rehabilitation. The pavement design services will address these needs and develop the construction documents to begin the necessary roadway pavement rehabilitation required on Wilmington Avenue from Rosecrans Avenue to the southern City limits.

FISCAL IMPACT

The Public Works 2019-2020 Fiscal Year Budget will be amended to transfer the following funds:

From:

Account No.	Description	Amount
1900-710-000-4266	Contract Services	$24,821

To:

Account No.	Description	Amount
1900-710-000-4262	Other Professional Services	$24,821

Funds in the amount of $308,631 are available in the Public Works 2019-2020 Fiscal Year budget in Account Nos. 1900-710-000-4262 ($283,810) and 1900-710-000-4266 ($24,821).

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

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

APPROVED FOR FORWARDING

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS AND AUTHORIZE THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICES AGREEMENT WITH KOA CORPORATION TO PROVIDE ADDITIONAL STREET DESIGN SERVICES FOR THE WILMINGTON AVENUE SAFE STREETS PEDESTRIAN/BICYCLE IMPROVEMENT PROJECT, PHASE II (CIP# 18-02) ($308,631).

WHEREAS, the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project, Phase II (CIP# 18-02W) is a pedestrian and bicycle safety improvement project aimed to improve pedestrian and bicycle safety for the communities adjacent to the Wilmington Avenue transportation corridor by developing safer pedestrian crossings and intersections, as well as installing bicycle lanes to improve bicycle visibility and safety, thereby reducing collisions; and

WHEREAS, the proposed pedestrian and bicycle safety improvements include the following street segments:

- Rosecrans Avenue at Wilmington Avenue
- Spruce Street at Wilmington Avenue
- Poplar Street at Wilmington Avenue
- Stockwell Street at Wilmington Avenue
- Arbutus Street at Wilmington Avenue
- Palmer Street at Wilmington Avenue
- School Street at Wilmington Avenue
- Compton Boulevard at Wilmington Avenue
- Laurel Street at Wilmington Avenue
- Alondra Boulevard at Wilmington Avenue
- Raymond Street at Wilmington Avenue
- Caldwell at Wilmington Avenue
- Greenleaf Boulevard at Wilmington Avenue; and

WHEREAS, the Wilmington Avenue Pavement Rehabilitation work scope is to review the existing pavement condition, identify all distressed pavement areas, damaged curb-gutter and sidewalks, make recommendations as to the extent and type rehabilitation to be employed, and develop construction plans and specifications to effect the necessary recommended improvements as well as provide an engineer's estimate and estimated construction duration as part of its deliverables; and

WHEREAS, on September 11, 2018, pursuant to Resolution No. 24,842, the City Council authorized the City Manager to enter into a professional services agreement with KOA Corporation to provide design services for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project, Phase II; and

WHEREAS, on June 26, 2019, City staff requested that the design services be extended to include the street segment from Greenleaf Boulevard to the southern City limits and staff also requested that the project include bus pads, shelters, landscaping and street lighting design; and

WHEREAS, on July 8, 2019, KOA provided a proposal to provide the additional services at a cost of $308,631; and

WHEREAS, the Public Works 2019-2020 Fiscal Year Budget shall be amended to transfer funds between accounts to pay for this expenditure.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to amend the professional services agreement with KOA to provide additional street design services for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements, Phase II Project (CIP#18-02) in the amount not to exceed $308,631.00.

SECTION 2. That the Public Works 2019-2020 Fiscal Year Budget shall be amended to transfer funds between accounts as follows:

From:

Account No.	Description	Amount
1900-710-000-4266	Contract Services	$24,821

To:

Account No.	Description	Amount
1900-710-000-4262	Other Professional Services	$24,821

SECTION 3. That funds in the amount of $308,631 will be available in the Public Works 2019-2020 Fiscal Year budget in Account Nos. 1900-710-000-4262 ($283,810) and 1900-710-000-4266 ($24,821).

SECTION 4. That a purchase order in the amount of Three Hundred Eight Thousand Six Hundred Thirty One Dollars ($308,631.00) shall be established for KOA Corporation.

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

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

ADOPTED this ___ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

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

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –

_____
CITY CLERK OF THE CITY OF COMPTON

1100 Corporate Center Drive, Suite 201, Monterey Park, CA 91754
T: (323) 260-4703 | F: (323) 260-4705 | www.koacorp.com
MONTEREY PARK ORANGE ONTARIO SAN DIEGO LA QUINTA

July 8, 2019

Mr. John Strickland
Project Manager
Department of Public Works
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Subject: Wilmington Avenue Safe Streets Pedestrian / Bicycle Improvement Project
Contract Addendum Number 1

Dear Mr. Strickland:

In regards to our previous meetings, field meeting and emails, the City of Compton (City) is considering expanding the project scope to improve roadway and pedestrian safety along Wilmington Avenue by upgrading sidewalk, curb ramps, bus shelters, raised median islands, landscaping, and street lighting along the project corridor. The City has also requested to extend the pavement rehabilitation scope from Greenleaf Boulevard to the southern City limit. The City requested KOA Corporation (KOA) to provide additional engineering services that will be amended to the January 17, 2019 City authorized contract. The additional services are listed below:

Phase I – Improvements on Wilmington Avenue between Rosecrans Avenue and Greenleaf Boulevard

- Provide engineering design services to upgrade all non-ADA compliant curb ramps, replace damaged sidewalk, and new bus shelters on Wilmington Avenue between Rosecrans Avenue and Greenleaf Boulevard;
- Provide raised median island design services on Wilmington Avenue between Compton Boulevard and Alondra Boulevard.
- Provide landscaping and irrigation on existing/proposed raised median island and street trees on Wilmington Avenue between Rosecrans Avenue and Alondra Boulevard.
- Provide a street lighting study on Wilmington Avenue between Rosecrans Avenue and Greenleaf Boulevard.
- Provide street lighting design services on Wilmington Avenue between Rosecrans Avenue and Alondra Boulevard.

Phase II – Improvements on Wilmington Avenue between Greenleaf Boulevard and Southern City Limit

- Provide additional roadway pavement rehabilitation, pedestrian and bicycle improvement design on Wilmington Avenue between Greenleaf Boulevard and southern City limit south of Victoria Street.

The required project administration, field review, preparation of plans, specifications, and cost estimate (PS&E) and recommendations or other direct costs will be included within each design task. The phase I first draft of the street lighting study report will be excluded from the 30% roadway rehabilitation plan submittal.

The additional engineering services shown below would meet the City's expectation for the proposed improvements listed above. During our field review, we found water pounding along northeast corner at existing street widening area along east of Wilmington Avenue and north of Greenleaf Boulevard. An optional task is prosed to provide a solution to improve water pounding issue. The proposing additional project tasks are based on the following changes in the scope of work and budget.

Task No.	Task Item	Proposed Budget
PHASE I	**SIDEWALK REPLACEMENT AND ADA-COMPLIANT CURB RAMP DESIGN**	***$24,412***
4	**Scope:** ***Sidewalk Evaluation and Design*** KOA will visit the project site to verify and document existing conditions. We will investigate and verify existing sidewalk and utilities along Wilmington Avenue between Rosecrans Avenue and Greenleaf Boulevard. KOA will send a team of experienced and knowledgeable civil engineers to the project site to fully evaluate the existing pavement conditions as well. The sidewalk located in County and other agencies are excluded in this task. The design will be shown in roadway pavement rehabilitation plans. ***Curb Ramp Evaluation and Design*** KOA will perform a curb ramp ADA assessment and design on Wilmington Avenue between Rosecrans Avenue and Greenleaf Boulevard. Our scope of work includes but not limit to the following. • Field verify existing curb ramp dimensions and slopes by using a smart level and measuring tape. We will document all measurements on a curb ramp field form. • Design new ADA compliant curb ramps per the Standard Plans for Public Works Construction (SPPWC) 2012 edition. • The proposed curb ramp design will be shown on pavement rehabilitation plan. The curb ramps located within County right-of-way are excluded from this task. ***Bus Shelter Design*** KOA will perform research and provide the City with samples of bus shelters for review and assist the City to determine the bus shelter type. We will discuss ADA recommendation of bus landing pad (5-feet wide and 8-feet long) on sidewalk based on the available sidewalk width. After determining the bus shelter type, the proposed bus shelter location will be shown on a concept plan (30%) and cost estimate will be submitted to the City for review prior to the final plan. The final bus shelter design will be shown in roadway rehabilitation plan. ***Special Provision and Cost Estimate*** KOA will provide special provisions and cost estimate for all design tasks proposed for PHASE I. The special provision will be prepared and submitted in the 90% plan package for City review. The cost estimate will be submitted along with each design plan submittal. We	

	will use a recent bid document package, County Bid History and or City provided bid information or standard as a reference to comply with the City's requirements and format. ***Additional Project Management*** KOA will provide additional services for project management and to coordination with the City and design team agencies for the analysis and plan design approval shown in task No. 4 to 6. KOA will be responsible for preparing agendas and minutes for all meetings and activities. A Project schedules will be updated itemizing all activities and subtasks to support project milestones for City's review per request. Up to 3 meetings are scheduled in this task.	
5	**Raised Median, Landscaping and Irrigation Design**	**$92,090**
	Scope: ***Topographic Survey*** Calvada Surveying Inc. will perform design level topographic survey on Wilmington Avenue between Compton Boulevard and Alondra Boulevard within the public right-of-way at 50-foott cross section intervals. Data collection will include elevation points at the back of walk, top of curb, curb flowline, edge of gutter, grade breaks, quarter crown, striping, and crown. ***Raised Median Design*** KOA will design a raised median on Wilmington Avenue between Compton Boulevard and Alondra Boulevard. Prior to the design, we will identify all required left turn pockets and recommended pocket lengths based on City provided traffic counts. We will provide a conceptual raised median design (30% design) to the City for review prior to preparation of the final design to be shown on the roadway rehabilitation plan for approval. The raised median design plan will show existing and proposed curb, gutter, median and roadway pavement, and necessary profiles for the construction, in a 20-scale design plan. A typical section, cross-section and details will be included in the design plan and total up to 6 plan sheets for this task. ***Landscaping & Irrigation*** Armstrong & Walker will perform landscape architecture design on raised median island, street tree design on sidewalk and irrigation system design for proposed landscape. They will provide landscape and irrigation designs for raised median islands on Wilmington Avenue between Compton Boulevard and Alondra Boulevard and street tree on Wilmington Avenue between Rosecrans Avenue and Alondra Boulevard. Two alternative schematic design for landscape and automatic irrigation system for new raised median island and possible street tree and incorporate water-conserving features and City equipment preferences. *Schematic Design* Landscape plans to be developed utilizing accurate survey/ street improvement plans provided by KOA in AutoCAD format as backgrounds. Landscape plans and specifications will fit the Engineer's format, suitable for bidding and installation by a qualified contractor.	

- Attend one meeting with City staff and design team to receive input on landscape goals, irrigation equipment and water source(s), and available record drawings.
- Review background information, including engineering plans, locations of piping and utilities, project requirements, and other information that will affect the landscape design.
- Make one visit to the site to observe and note existing median areas and landscape context, and any existing trees to be considered or incorporated into the design.
- Develop two conceptual landscape designs and a plant palette for median islands, incorporating City goals and expressing different landscape themes. Design considerations will include visibility, safety, and functional use of the street by vehicles and pedestrians, aesthetic quality and visual image, ease of maintenance, utility and storm drainage requirements, and other appropriate criteria. Initial sketch-level drawings will be prepared, appropriate for review and discussion with the consultant team and City staff, prior to development of construction drawings.
- Formulate preliminary cost estimates for both median hardscape, irrigation, and landscape design alternatives, as well as street trees. Estimates will be itemized and formatted for incorporation into overall project estimates, for review prior to preparation of construction documents.
- Meet with City staff and design team to review conceptual design alternatives and costs and gather input. Agree on a design direction; coordinate work with other members of the consultant team.
- Prepare a more detailed design for decorative hardscape and landscape per the preferred design alternative for one prototype median island, color rendered and including material selections. Also provide a photo board of proposed street tree and median plant selections for City review and input.
- Attend one design review meeting to review the final design, tree and plant palette, and hardscape material selections; gather feedback from City staff and coordinate with consultant team prior to production of construction drawings.

Construction Documents

After City's agreed concept plan, we will provide the following services.

- Coordinate with the civil engineer on existing items to be removed and protected related to medians and street trees, to assist in preparation of Demolition Plans by the Engineer.
- Prepare Construction Plans (3 sheets) to illustrate decorative hardscape within medians, storm drainage features, mow strips, street tree grates, or other landscape-related construction items.
- Prepare Irrigation Plans (3 sheets) showing layout of a complete new automatic irrigation system for median islands and street trees as directed by the City, including sprinkler and/or drip systems, valves, piping, weather-based controller(s), automatic rain shutoff, and other equipment as necessary, including all applicable water-conserving technology. Irrigation design criteria and product selections will be based on direction from the City.
- Complete Planting Plans (3 sheets) for all landscaped medians and street trees, showing new trees and plant materials to be installed on the project, illustrating species, location, size, and quantities.

	• Provide detail sheets (2 sheets) with Construction, Irrigation, and Planting Details illustrating proper installation methods for hardscape elements, irrigation equipment, plant materials, and street trees included in the project. • Prepare technical specification sections in format to be directed by Engineer for decorative hardscape items, irrigation, and planting. • Develop cost estimates at designated submittal points for installation of decorative hardscape, median landscape and irrigation, and street trees based on materials and quantities called out on the construction drawings. Include final bid item descriptions and quantity calculations for use on bid forms. • Coordinate with design team to submit construction documents at completion points designated by the City for City review, comments, and approval; complete all plan check corrections as required prior to issuance of final plans for bidding. • Attend one coordination meeting with City staff and the design team for drawing review and coordination during the Construction Document phase.	
6	**STREET LIGHTING ANALYSIS AND DESIGN**	**$45,966**
	Scope: ***Street Lighting Study*** KOA will obtain the street lighting as-built plans, perform field review, inventory the existing street lighting system on Wilmington Avenue between Rosecrans Avenue and Greenleaf Boulevard, and prepare an existing street lighting base map. We will work with the City to determine the appropriate IES lighting foot candle minimum and perform a lighting analysis along the corridor. We will provide recommendations for LED replacement lights on existing poles and recommend locations for new street lighting poles if necessary. We will also provide a preliminary cost estimate for the street lighting recommendations. The street lighting located within State right-of-way and expense for obtaining S.C.E. electrical wiring as-built are both excluded in this task. ***Street Lighting Design*** KOA will perform street lighting design on Wilmington Avenue between Rosecrans Avenue and Alondra Boulevard to comply with City approved intersection and street segment illumination per the street light study. We will coordinate with the City and Southern California Edison (S.C.E.) for as-built and power service location. Our scope of work includes preparation of street lighting design plans at a scale of 1"=40'. The plans will include all notes, schedules, and other features required to complete the street lighting plan within up to 6 plan sheets included. The base plan will be partially prepared during street lighting study.	

	Street Improvement for Water Ponding Area (*OPTIONAL*)	**$22,401**
7	**Scope:** During the field meeting on 5/23/19, KOA informed the City of a water ponding issue located on the east side of Wilmington Avenue between Greenleaf Boulevard and 300-feet north of Greenleaf Boulevard. If requested by the City, KOA can provide a street improvement design to improve drainage at this location. ***Topographic Survey*** Calvada Surveying can perform a design level topographic survey on Wilmington Avenue between 300-feet north of Greenleaf Boulevard and Greenleaf Boulevard intersectionat 25-foot intervals. Data collection will include, back of walk, top of curb, curb flowline, edge of gutter, grade breaks, quarter crown, striping, and crown. ***Street Improvement Design*** KOA can provide a street improvement plan on the east side of Wilmington Avenue between Greenleaf Boulevard and 300-feet north of Greenleaf Boulevard. The design plan will include preparation of cross-sections and at critical geometric points to illustrate the design intent and limits of construction and plan at 1"=20' scale containing necessary vertical profile, horizontal control, construction notes, and applicable details. The Stormwater Best Management Practice (BMP), Low Impact Development (LID), Erosion Control plans, and Stormwater Pollution Prevention Plan (SWPPP) for construction are not included in this scope of work.	
	ADDITIONAL PAVEMENT REHILIATION PS&E	**$128,540**
PHASE II 1	**Scope:** The southern project limit is extended from Greenleaf Boulevard to southern City limit. The extended project limit, approximately 4,900-foot, includes 9 intersections, 6 of which are signalized, and one railroad crossing. The provided Geotechnical report does not cover the additional project site on Wilmington Avenue. Per our kick-off meeting held on February 12, 2019, a topographic land survey will not be required for pavement rehabilitation, sidewalk replacement, and curb ramp design. All the design plans include as-built research, field review/site evaluation, utility research, base plan, engineering cost estimate, and specification preparation. ***Project Management and Coordination*** KOA will coordinate with the City regarding project design matters. We will assist the City to coordinate with City of Carson for design plan approval. We will attend up to 3 meetings with the City for kick-off, recommendations, plan preparation, and/or submittal. ***Pavement Rehabilitation Plan*** The plan will be prepared on Wilmington Avenue between Greenleaf Boulevard and southern City limit. The plan will show existing roadway improvements, right-of-way, centerline, utility manholes/valves/boxes, and underground utilities, proposed resurfacing	

areas, proposed areas requiring full removal and replacement and typical roadway cross sections. After performing our site evaluation (pavement, sidewalk, and curb ramps) and receiving the geotechnical boring report, we will work closely with the City to determine the best pavement rehabilitation strategy to stay within the project budget. We will take into account approximate costs of those additional streets when developing our pavement rehabilitation strategy. The street improvement plans for pavement rehabilitation will be prepared at 1"=40' scale and contain a detailed horizontal layout, construction notes, and applicable construction details. We will submit two concept design alternatives (30% design) for City's review and approval prior to the construction documents (final plan) preparation. We will prepare up to 4 plan sheets in this task.

Sidewalk and curb ramp review and design in Caltrans, County or other jurisdiction is excluded from this task.

Geotechnical Report

The City provided geotechnical report does not include any information for the additional segment. Twining Inc. will provide a geotechnical reportfor the additional segment. The scope of work includes performing visual site investigation, performing 6 cores for substructure exploration, conducting laboratory testing for R-value, in-place moisture, maximum density, atterberg limits/plasticity index, and #200 wash for soil classification, performing engineering analysis, and preparation of a final geotechnical report.

Signing and Striping Plan

KOA will prepare signing and striping modification plans on Wilmington Avenue between Greenleaf Boulevard and southern City limit to accommodate the proposed improvements. Signing and striping plans will be prepared at a scale of 1"=40' and will show centerlines, existing/proposed street improvements, and existing/proposed pavement delineations, markings and roadside signs. All road signs within the City right-of-way will be replaced with new signs per kick-off meeting. We will provide a preliminary design (30% plan level) along with roadway rehabilitation concept plans for review prior to a final plan preparation. We will prepare up to 3 plan sheets in this task.

Additional striping improvement and/or lane width change in State right-of-way may trigger Caltrans' additional requirements and FACT sheet. Therefore, the striping in Sate right-of-way will be restoration and maintained the same width as existing.

Traffic Signal Modification Drawing

We will prepare traffic signal modification drawing (sketch plan) at the following intersections.

- Wilmington Avenue and Carob Street
- Wilmington Avenue and Walnut Street
- Wilmington Avenue and North Artesia Boulevard
- Wilmington Avenue and South Artesia Boulevard
- Wilmington Avenue and Ralphs Driveway
- Wilmington Avenue and Victoria Street

The Traffic Signal (TS) Modification Drawing, which is drawn to 1"=20' scale, will show enough details to ensure that a Contractor will be able to properly construct any proposed work indicated on the drawing and allows an Engineer to properly time the traffic signal. The intersection components shown on a TS Modification Drawing are similar to those of a Traffic Signal Plan except a TS Modification Drawing typically does not show pole schedules, R/W lines, all utilities, all pull boxes, and all conduits. Since TS Modification Drawings typically do not have pole schedules, proposed equipment may need to be dimensioned to indicate their intended locations. Some utilities, pull boxes, and conduits may need to be shown at times in order to clarify the proposed work. TS Modification Drawings should be used for intersections that involve medium work (i.e. installation of controller cabinet, advance loops, and/or vehicle heads).

North Artesia Avenue and South Artesia Avenue at Wilmington Avenue may have a shared jurisdiction with State right-of-way and may trigger a full design plan requirement by Caltrans. If Caltrans require a full design plan at these subject signalized intersections, we will coordinate with the City for the additional engineering services.

Street Lighting Study and Design

KOA will obtain the street lighting as-built plans, perform field review, inventory the existing street lighting system on Wilmington Avenue between Greenleaf Boulevard and Southern City limit, and prepare an existing street lighting base map. We will work with the City to determine the appropriate IES lighting foot candle minimum and perform a lighting analysis along the corridor. We will provide recommendations for LED replacement lights on existing poles and recommend locations for new street lighting poles if necessary. We will also provide a preliminary cost estimate for the street lighting recommendations.

The street lighting located within State right-of-way and expense for obtaining S.C.E. electrical wiring as-built are both excluded in this task. Based on City agreed street lighting improvements, KOA will perform street lighting design to comply with City approved intersection and street segment illumination per the street light study. We will coordinate with the City and Southern California Edison (S.C.E.) for as-built and power service location. Our scope of work includes preparation of street lighting design plans at a scale of 1"=40'. The plans will include all notes, schedules, and other features required to complete the street lighting plan within up to 3 plan sheets included. The base plan will be partially prepared during street lighting study.

Special Provision and Cost Estimate

KOA will provide special provisions and cost estimate for Phase II. The special provision will be prepared and submitted in the Phase II 90% plan package for City review. The cost estimate will be submitted with each design plan submittal. We will use a recent bid document package, County Bid History and or City provided bid information or standard as a reference to comply with the City's requirements and format.

	UP and CPUC Permit Processing A railroad crossing is located south of Carob Street. KOA will assist the City to coordinate with the railroad for the project limit at this location. The task includes 3 meeting with Union Pacific (UP) Railroad Comp and California Public Utilities Commission and City staffs to discuss the project and design and assist the City process GO-88 permit with roadway rehabilitation plan. No median and railroad grade crossing device upgrade improvement design, worksite traffic control plan, or other efforts specific to railroad operations are not part of the project scope. ***Encroachment Permit Processing*** KOA will assist the City with the Caltrans encroachment permit application process by printing plans, folding plan sheets, and assembling the permit application packages. We will submit the assembled encroachment permit application packages to the Caltrans Office of Permits, retrieve Caltrans plan review comments, and distribute these plan review comments to the City and project team as appropriate. Up to two meetings with the City and/or Caltrans staffs are included in this task to discuss permit matters, if needed. It is assumed that the City will be considered as the applicant on the Caltrans permit application. However, coordination efforts to expedite the Caltrans permitting process are not included in the work scope. ***Worksite Traffic Control Plan*** KOA will prepare temporary worksite traffic control plans for roadway rehabilitation in State right-of-way on Wilmington Avenue. The worksite traffic control plans will be prepared at a scale of 1"=40' and show work area and open traffic lanes during each construction stage. We will prepare the temporary traffic control design for two stages and detour plans for up to total of 6 sheets.	
Net	**PHASE I - TASKS 4 to 6 COMBINED** **PHASE I - TASK 4 TO 7 (*OPTIONAL*) COMBINED** **PHASE II - TASK 8**	**$162,468** **$184,869** **$128,540**

PHASE I & II - TOTAL ADDITIONAL TASK SERVICES (with NO TASK 7): $291,008
PHASE I & II - TOTAL ADDITIONAL TASK SERVICES (with TASK 7): $313,409

WORK SCHEDULE

KOA will include the first submittal for PHASE I Task 4 to 5 within 6 weeks. We will work with the City to determine a mutually agreed schedule for PHASE I Task 6, 7 and PHASE II Task 1. Incorporation of comments can be accomplished within four weeks.

KOA is not responsible for delays caused by factors beyond KOA's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the KOA's services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond

KOA's reasonable control occur, the Client agrees the KOA is not responsible for damages, nor shall KOA be deemed to be in default of this Agreement.

GOVERNING LAW

The laws of the State of California will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

AUTHORIZATION

The signature below and receipt of the required deposit indicates acceptance of this proposal and authorization to proceed.

Sincerely,
KOA Corporation

Jimmy Lin, P.E.
President/CEO

The person signing and executing this contract for Client represents and warrants that he or she is duly authorized and has legal capacity and actual authority to bind the Client to each and every term, condition and obligation of this Contract and that all requirements of the Client have been fulfilled to provide such actual authority. **By signing below, Client agrees with the terms and conditions attached hereto and hereby made a part of this agreement.**

Signature

Name (Please Print)

Date

Title (Please Print)

Client Purchase Order or Project Number

City of Compton - Wilmington Ave Safe Streets Pedestrian/Bicycle Improvements Project, Phase II

KOA CORPORATION - FEE ESTIMATE (NOT-TO-EXCEED)

STEP / TASK / DELIVERABLE	KOA CORPORATION						SUBCONTRACT
	Principal In Charge/ QA/QC	PM/Senior Engineer	Associate Engineer	Assistant Engineer	Other Direct Costs (includes mileage, Hotels & Mis. Expends)	KOA TOTAL FEE ESTIMATE	FEE ESTIMATE
Hourly Rates (Fully Burdened):	$242.00	$183.00	$115.00	$93.00			
TASK 1 - PROJECT ADMINISTRATION							
KICK OFF MEETING		4	4			$ 1,192	
DESIGN SUBMITTAL MEETINGS (4)		12	12			$ 3,576	
GENERAL PROJECT MANAGEMENT	4	30				$ 6,458	
SUBTOTAL	**4**	**46**	**16**			**$ 11,226**	
TASK 2 -PRELIMINARY ENGINEERING							
RECORDS RESEARCH		2		8		$ 1,110	
FIELD REVIEW AND SITE EVALUATION		16	40	40		$ 11,248	
UTILITY NOTIFICATION AND COORDINATION			2	2		$ 416	
BASE PLAN PREPARATION		4	24	30		$ 6,282	
CONCEPTUAL DESIGN (30%)	8	16	32	32		$ 11,520	
CONCEPTUAL DESIGN REVISIONS	4	8	16	16		$ 5,760	
CONCEPTUAL COST ESTIMATE	1	2		8		$ 1,352	
SUBTOTAL	**13**	**48**	**114**	**136**		**$ 37,688**	$ -
TASK 3 - FINAL DESIGN				**14**			
60% PS&E							
TITLE SHEET		1		2		$ 369	
PAVEMENT REHABILITATION PLAN	1	2	16	32		$ 5,424	
SIGNING AND STRIPING PLAN	1	2	16	24		$ 4,680	
TRAFFIC MODIFICATION DRAWING	1	2	16	24		$ 4,680	
COST ESTIMATE	1	1		8		$ 1,169	
90% PS&E							
PLANS	4	4	48	62		$ 12,986	
SPECIFICATIONS	2	4	24			$ 3,976	
COST ESTIMATE		1		4		$ 555	
100% PS&E							
Prepare maps of LED and non-LED systems (11"x 17" paper size)						$ -	
PLANS	2	4	26	33		$ 7,275	
SPECIFICATIONS	1	2	16			$ 2,448	
COST ESTIMATE		1		2		$ 369	
PRINTS/COPIES/POSTAGE/ NOT TO EXCEED					$ 964	$ 964	
SUBTOTAL	**13**	**24**	**162**	**191**		**$ 44,895**	
OTHER							
						$ -	
PROJECT TOTAL	**30**	**118**	**292**	**327**		**$ 93,809**	$ -
						AUTHORIZED TOTAL SERVICES:	**$93,809**

ADDITIONAL TASKS								
PHASE I - IMPROVEMENTS ON WILMINGTON AVE BETWEEN ROSECRANS AVE AND GREENLEAF BLVD								
TASK 4 - SIDEWALK REPACEMENT AND ADA-COMPLIANT CURB RAMP								
SIDEWALK EVALUATION AND DESIGN		2	9		20	$ 50	$ 4,041	
CURB RAMP EVALUATION AND DESIGN		2	9	30	16		$ 7,069	
BUS SHELTER DESIGN			6	12	32	$ 50	$ 5,504	
SPECIAL PROVISION AND COST ESTIMATE			6	22			$ 3,628	
ADDITIONAL PROJECT MANAGEMENT (3)			20	4		$ 50	$ 4,170	
SUBTOTAL		**4**	**50**	**68**	**68**	**$ 150**	**$ 24,412**	**$ -**
							TASK 4 SUBTOTAL	**$ 24,412**
TASK 5 - RAISED MEDIAN, LANDSCAPING, AND IRRIGATION DESIGN								
TOPOGRAPHIC SURVEY			2				$ 366	$ 20,920
RAISED MEDIAN DESIGN	(6 Sheet)	8	48	160	200		$ 47,720	
LANDSCAPING & IRRIGATION	(3 Sheet)		8	16			$ 3,304	$ 19,780
SUBTOTAL		**8**	**58**	**176**	**200**	**$ -**	**$ 51,390**	**$ 40,700**
							TASK 5 SUBTOTAL	**$ 92,090**
TASK 6 - STREET LIGHTING ANALYSIS AND DESIGN								
STREET LIGHTING STUDY		2	16	60	60	$ 150	$ 16,042	
STREET LIGHTING DESIGN	(6 Sheet)	6	24	80	160		$ 29,924	
SUBTOTAL		**8**	**40**	**140**	**220**	**$ 150**	**$ 45,966**	**-**
							TASK 6 SUBTOTAL	**$ 45,966**
TASK 7 - STREET IMPROVEMENT FOR WATER POUNDING AREA (*OPTIONAL*)								
TOPOGRAPHIC SURVEY			2				$ 366	$ 4,635
STREET IMPROVEMENT	(2 Sheet)	4	24	40	80		$ 17,400	
SUBTOTAL		**4**	**26**	**40**	**80**		**$ 17,766**	**$ 4,635**
							TASK 7 SUBTOTAL	**$ 22,401**
							PHASE I - TASK 4 TO 6 COMBINED	**$ 162,468**
							PHASE I - TASK 4 TO 7 (*OPTIONAL*) COMBINED	**$ 184,869**
PHASE II - IMPROVEMENTS ON WILMINGTON AVE BETWEEN GREENLEAF BLVD AND SOUTHERN CITY LIMIT								
TASK 8								
PROJECT MANAGEMENT & COORDINATION (3)			18	4		$ 160	$ 3,914	
PAVEMENT REHABILITATION PLAN	(4 Sheet)	4	42	70	110	$ 160	$ 27,094	
GEOTECHNICAL REPORT			2				$ 366	$ 12,840
SIGNING AND STRIPING	(3 Sheet)	2	8	40	40		$ 10,268	
TRAFFIC SIGNAL MODIFICATION DESIGN	(6 Sheet)	4	24	100	120	$ 100	$ 28,120	
STREET LIGHTING AND DESIGN	(3 Sheet)	2	26	50	86		$ 18,990	
SPECIAL PROVISION AND COST ESTIMATE			6	16			$ 2,938	
UPRR AND CPUC PERMIT PROCESSING			16	12		$ 50	$ 4,358	
ENCROACHMENT PERMIT PROCESSING			8	12	10	$ 100	$ 3,874	
WORKSITE TRAFFIC CONTROL PLAN	(6 Sheet)	2	12	40	40		$ 11,000	
SUBTOTAL		**14**	**162**	**344**	**406**	**$ 570**	**$ 110,922**	**$ 12,840**
							PAHSE II - TASK 8 SUBTOTAL	**$ 123,762**
							PHASE I & II - TOTAL ADDITIONAL TASK SERVICES (with NO TASK 7)	**$ 286,230**
							PHASE I & II - TOTAL ADDITIONAL TASK SERVICES (with TASK 7)	**$ 308,631**
							TOTAL BUDGET WITH ADDITIONAL SERVICES (with NO TASK 7)	**$ 380,039**
							TOTAL BUDGET WITH ADDITIONAL SERVICES (with TASK 7)	**$ 402,440**

Notes: City will provide all required record plans and maps.

FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
KOA

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

RECITALS:

WHEREAS, by Resolution No.24,842, adopted on the 11th day of September 2018, the City Council authorized the City Manager to accept the proposal of the Consultant (KOA) and enter into a professional services agreement with the Consultant (KOA) to act as the City's Engineer, provide design and engineering services for specified street segments and provide design support services during construction pertaining to the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements Project, Phase II (CIP #18-02); and

WHEREAS, the City has determined that design services should include street segments from Greenleaf Boulevard to the southern City limits; and

WHEREAS, the parties have agreed it would be appropriate to amend the agreement entered into pursuant to Resolution 24,842 to provide for inclusion of the additional design services and provision of additional compensation to the Consultant for the work.

WHEREAS, by Resolution No._____**,** adopted on the _____ day of **July 2019**, the City Council authorized the City Manager to accept the proposal of the Consultant (KOA) and enter into a contract amendment to provide additional design services; and

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

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

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

AMENDMENTS:

1. The parties agree to amend **Section 1 – Services to be rendered by Consultant** of the original Agreement to expand the scope of services to include the following:

Phase I – Improvements on Wilmington Avenue between Rosecrans Avenue and Greenleaf Boulevard

Phase II - Improvements on Wilmington Avenue between Greenleaf Boulevard and Southern City Limit

As more fully discussed in **Consultant's "Proposal for Professional Engineering Design Services for Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project Contract Addendum Number 1" correspondence, dated July 8, 2019,** which is attached hereto and incorporated herein.

2. The parties agree to amend **Section 2 – Duration of Contract** of the original Agreement to extend the term of the Agreement to continue provisions of the contracted services to completion, including, but not limited to the mutually accepted final contract figures, filing of the Notice of Completion with the Los Angeles County Recorder's Office and processing the City's authorization for release of the Project construction contractor's retention funds withheld for this Project.

3. The parties agree to amend **Section 3 – Compensation** of the original Agreement to provide additional compensation to Consultant for the expanded services rendered pursuant to this Amendment, as specified above, in the not-to-exceed amount of **Three Hundred Eight Thousand Six Hundred Thirty One Dollars ($308,631.00)**, as specified in the **Consultant's "Fee Statement."**

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

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

KOA CORPORATION/CONSULTANT

Dated: _____ **By _____**
Walter Okitsu, P.E., Vice-President/CEO

CITY OF COMPTON
Recommended for Approval:

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

Approved by:

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

Approved as to form:

By _____ Dated: _____
Ruth Rugley, City Attorney

ATTEST:

Dated: _____ By_____
Alita Godwin, City Clerk

July 23, 2019

TO: **MAYOR AND CITY COUNCIL MEMBERS**

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

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONSTRUCTION OF THE CITY-WIDE POTHOLE REPAIR PROJECT AS COMPLETE, APPROVAL OF A CHANGE ORDER, ISSUE A PURCHASE ORDER IN THE AMOUNT OF $189,744 AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION ($42,367.19)**

SUMMARY

This Resolution authorizes the City Manager to accept the construction of the City-wide Pothole Repair Project ("Project") as complete, approve a change order, issue a purchase order in the amount of One Hundred Eighty-Nine Thousand, Seven Hundred and Forty-Four Dollars ($189,744) and authorize the release of the contractor's retention ($42,367.19).

BACKGROUND

In 2017, the City performed an update to the Pavement Management System, which identified approximately 125 miles of fair to very poor condition categories of City streets. These findings indicate that proper preventative maintenance is significantly overdue and presents safety and liability concerns to the City.

The Pothole Repair Project consisted of providing pothole repair service in accordance with the contract specifications and other contract documents. Specifically, the Project consisted of pavement repairs such as pothole repairs on distress pavement areas.

On March 12, 2019, pursuant to Resolution No. 24,961, the City Council awarded the pothole contract to EBS General Engineering, Inc. ("EBS") in the amount of $960,000 and a ten percent (10%) contingency in the amount of $96,000 for any unforeseen costs associated with the Project, totaling $1,056,000 for the project.

EBS submitted its bid to provide 7,500 square yards of pothole preparation and 1,650 tons of asphalt installation. The Project has been completed with a final installation of 8,993.6 square yards (sq. yds.) of pothole preparation and 1,975 tons (tn) of asphalt installation as follows:

Item Description	Quantity	Unit	Unit Price	Total
Pothole Preparation	8,993.6	sy	$40	$ 359,744
Asphalt Installation	1,975	tn	$400	$ 790,000
Total Cost				**$1,149,744**

The Project has been completed in a satisfactory manner with a final construction cost of $1,149,744 which is $189,744 above the contract amount authorized by City Council. All construction items were completed per the contract documents.

Additionally, City staff requested that EBS provide a cost to provide additional pothole preparation, asphalt installation, and striping for the project which required a change order.

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.

Funds in the amount of $960,000 were encumbered in Fiscal Year (FY) 2018-2019 on March 28, 2018 and the contingency amount of $96,000 was authorized by City Council in FY 2018-2019 but was never encumbered. The contingency funds, however, were not spent during the prior fiscal year. The contingency amount is designed to cover costs which are not known at the commencement of construction that may occur during the construction phase. Staff is requesting authorization to obtain a purchase order in the amount of $189,744 in order to pay an outstanding invoice pursuant to the previously authorized contingency funds ($96,000) and one (1) change order.

Therefore, in order to accept the construction of the City-wide Pothole Repair project as complete, approve the change order and authorize the release of the contractor's retention ($42,367.19), City Council's authorization is necessary.

FISCAL IMPACT

Funds in the amount of $189,744 are available in the Public Works 2019-2020 Fiscal Year budget in Account No. 1004-720-000-4269 (Measure P). There is no financial impact associated with release of the retention. Retention funds (5%) were withheld from each progress payment throughout the contract period as follows:

Payment No.	Invoice No.	Amount	Retention Amount (5%)
1	54450	$828,468.00	$41,423.40
2	54451	$ 943.79	$ 943.79
			$42,367.19

ALTERNATIVE

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

RECOMMENDATION

Staff recommends that the City Council accept the completion of the Pothole Repair Project, approve the change order, issue a purchase order in the amount of $189,744 and authorize the release of the contractor's retention in the amount of $31,548.80.

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

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
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 CITY-WIDE POTHOLE REPAIR PROJECT AS COMPLETE, APPROVAL OF A CHANGE ORDER, ISSUE A PURCHASE ORDER IN THE AMOUNT OF $189,744 AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION ($42,367.19)

WHEREAS, in 2017, the City performed an update to the Pavement Management System, which identified approximately 125 miles of fair to very poor condition categories of streets. These findings indicate that proper preventative maintenance is significantly overdue and presents safety and liability concerns to the City; and

WHEREAS, the Pothole Repair project consisted of providing pothole repair service in accordance with the contract specifications and other contract documents. Specifically, the project consisted of pavement repairs such as pothole repairs on distress pavement areas; and

WHEREAS, on March 12, 2019, pursuant to Resolution No. 24,961, the City Council awarded the pothole contract to EBS General Engineering, Inc. ("EBS") in the amount of $960,000 and a ten percent (10%) contingency in the amount of $96,000 for any unforeseen costs associated with the Project, totaling $1,056,000 for the Project; and

WHEREAS, EBS submitted its bid to provide 7,500 square yards of pothole preparation and 1,650 tons of asphalt installation; and

WHEREAS, the Project has been completed with a final installation of 8,993.6 square yards (sq. yds.) of pothole preparation and 1,975 tons (tn.) of asphalt installation as follows:

Item Description	**Quantity**	**Unit**	**Unit Price**	**Total**
Pothole Preparation	8,993.6	sq. yds.	$40	$ 359,744
Asphalt Installation	1,975	tn.	$400	$ 790,000
Total Cost				**$1,149,744;**

WHEREAS, the Project has been completed in a satisfactory manner, per the contract documents and specifications, with a final construction cost of $1,149,744 which is $189,744 above the contract amount authorized by City Council; and

WHEREAS, City staff additionally requested that EBS provide a cost to provide additional pothole preparation, asphalt installation, and striping for the project which resulted in one (1) change order; 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, funds in the amount of $960,000 were encumbered in Fiscal Year (FY) 2018-2019 on March 28, 2018 and the contingency amount of $96,000 was authorized by City Council in FY 2018-2019 but was never encumbered. The contingency funds were not spent during the prior fiscal year and the contingency amount is designed to cover costs which are not known at the commencement of construction that may occur during the construction phase of the Project; and

WHEREAS, Staff is requesting authorization to obtain a purchase order in the amount of One Hundred Eighty-Nine Thousand, Seven Hundred Forty-Four Dollars ($189,744) in order to pay an outstanding invoice pursuant to the previously authorized contingency funds ($96,000) and one (1) change order; and

WHEREAS, funds in the amount of $189,744 are available in the Public Works 2019-2020 Fiscal Year budget in Account No. 1004-720-000-4269 (Measure P); and

WHEREAS, there is no additional financial impact associated with release of the contractor's retention because retention funds (5%) were withheld from each progress payment throughout the contract period as follows:

Payment No.	**Invoice No.**	**Amount**	**Retention Amount (5%)**
1	54450	$828,468.00	$41,423.40
2	54451	$ 943.79	$ 943.79
			$42,367.19; and

WHEREAS, in order to accept the construction of the City-wide Pothole Repair Project as complete, approve the change order, issue a purchase order in the amount of One Hundred Eighty-Nine Thousand, Seven Hundred Forty-Four Dollars ($189,744) and authorize the release of the contractor's retention ($42,367.19), City Council's authorization is necessary; and

WHEREAS, all work items and activity was 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 hereby accepts the construction of the City-wide Pothole Repair Project as complete and approves the one (1) change order.

SECTION 2. That the contractor's retention in the amount of Forty-Two Thousand, Three Hundred Sixty-Seven Dollars and Nineteen Cents ($42,367.19) is hereby authorized to be released.

SECTION 3. That a purchase order in the amount of One Hundred Eighty-Nine Thousand, Seven Hundred Forty-Four Dollars ($189,744) is hereby authorized to be issued to EBS General Engineering, Inc. for the completion of the City-wide Pothole Repair Project.

SECTION 4. That funds in the amount of One Hundred Eighty-Nine Thousand, Seven Hundred Forty-Four Dollars ($189,744) are available in the Public Works 2019-2020 Fiscal Year budget in Account No. 1004-720-000-4269 (Measure P).

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

July 23, 2019

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

RE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A TWO (2) YEAR EMPLOYMENT AGREEMENT WITH CRAIG J. CORNWELL TO SERVE AS CITY MANAGER OF THE CITY OF COMPTON ($221,000)

SUMMARY

The City Council will consider adoption of a Resolution that will approve a two (2) year (i.e. July 8, 2019 through July 7, 2021) Employment Agreement with Craig J. Cornwell to serve as City Manager for the City of Compton.

BACKGROUND

The Compton City Charter provides that the City Council shall appoint the City Manager of the City of Compton, who shall be chosen on the basis of his/her executive and administrative qualifications and be paid a salary commensurate with his/her responsibilities as chief administrative officer of the City. The City Manager shall be responsible to the City Council for the proper administration of all affairs of the City of Compton excepting such matters for which elective officers are made responsible by the Compton City Charter.

STATEMENT OF ISSUE

On July 2, 2019, the City Council met in closed session during a duly noticed City Council meeting and by a unanimous decision (5-0) voted to appoint and offer employment to the position of City Manager of the City of Compton for a term of two (2) years to Craig J. Cornwell; which offer was accepted; effective as of July 8, 2019.

Mr. Cornwell will bring many years of government experience, including over nineteen (19) years as an executive level employee of the City of Compton, eleven (11) years of which he served in the position of the City Attorney of the City of Compton.

At the request of the City Council, and in conformance with the directions provided, the legal firm of Leibert Cassidy Whitmore was employed to negotiate the contractual terms of the proposed Employment Agreement with Mr. Cornwell. Adoption of the attached Resolution will approve the terms and conditions of the Employment Agreement between the City and Mr. Cornwell.

The basic contractual terms of the Employment Agreement include the following:

Term:	July 8, 2019 through July 7, 2021.
Compensation:	$18,416.66 monthly salary (based on maximum annual salary of $221,000.00). Possible annual merit increase of not more than a cost-of-living adjustment.
	Use of City Vehicle or Monthly Auto Allowance of $650.00.
	Use of City-owned/paid cellular phone or Monthly Allowance of $100.00.
	Various Employee Benefits (e.g. CalPERS participation; vacation, sick and personal leave accrual; medical, dental, visual and life insurance coverage; education reimbursement).
	Severance compensation for early termination of employment by the City.

FISCAL IMPACT

The salary range for the position of City Manager is set at Two Hundred Twenty One Thousand Dollars ($221,000.00) in the 2019-2020 Fiscal Year budget. The salary rate for this position; which may be subject to an annual salary increase of not more than a cost-of-living adjustment, subject to the discretion of the City Council; for the remaining term of the Employment Agreement will be appropriated in future City budgets.

Compensation for the position of City Manager during the 2019-2020 Fiscal Year has been allocated within the City's 2019-2020 Fiscal Year budget in Account No. 1001 510 000 4101.

RECOMMENDATION

It is recommended that the City Council take action on the attached Resolution.

RUTH A. RUGLEY
(ACTING) CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A TWO (2) YEAR EMPLOYMENT AGREEMENT WITH CRAIG J. CORNWELL TO SERVE AS CITY MANAGER OF THE CITY OF COMPTON ($221,000)

WHEREAS, Section 703 of the Compton City Charter provides that the City Council shall appoint the City Manager of the City of Compton; and

WHEREAS, Section 705 of the Compton City Charter provides that the City Manager shall be chosen on the basis of his executive and administrative qualifications and be paid a salary commensurate with his responsibilities as chief administrative officer of the City; and

WHEREAS, Section 706 of the Compton City Charter confers upon the City Manager responsibility to the City Council for the proper administration of all affairs of the City of Compton excepting such matters for which elective officers are made responsible by the Compton City Charter; and

WHEREAS, on July 2, 2019, the City Council, during a duly noticed City Council meeting, met in closed session and by a unanimous decision voted to appoint Craig J. Cornwell to the position of City Manager for a term of two (2) years, effective as of July 8, 2019; and

WHEREAS, the City Council tendered an offer of employment to Craig J. Cornwell as City Manager of the City of Compton; which offer of employment was accepted; and desire to enter into an employment agreement with Craig J. Cornwell setting forth certain terms and conditions of his employment as City Manager of the City of Compton; and

WHEREAS, the Law Firm of Leibert Cassidy Whitmore; contracted for providing professional legal services for this matter; has completed the negotiations of the contractual terms of the City Manager's Employment Agreement and is now presenting the attached Employment Agreement for City Council action.

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

Section 1. That the City Council of the City of Compton hereby approves the attached Employment Agreement between the City of Compton and Craig J. Cornwell, confirming appointment and employment of Craig J. Cornwell to serve as City Manager for the City of Compton for a term effective July 8, 2019 through July 7, 2021.

Section 2. That the monthly salary payable to Craig J. Cornwell during the term of his services as City Manager of the City of Compton shall be Eighteen Thousand Four Hundred Sixteen Dollars and Sixty-Six Cents ($18,416.66), unless the provisions of the Employment Agreement are amended by the affirmative vote of at least three (3) members of the City Council.

Section 3. That the funds to pay the compensation for the position of City Manager are allocated in the Fiscal Year 2019-2020 budget in Account No. 1001 510 000 4101. Funding for the remainder of the term of the Employment Agreement shall be allocated in future City budgets.

Section 4. That a certified copy of this Resolution and the attached Employment Agreement, upon execution, shall be filed in the offices of the City Clerk, City Manager, City Attorney and the City Controller.

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

ADOPTED this _____ day of _____, 2019.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

EMPLOYMENT AGREEMENT
BETWEEN
CITY OF COMPTON
AND
CRAIG J. CORNWELL

[Position: City Manager]

This Employment Agreement is made by and between the City Council of the City of Compton (hereinafter "Council") on behalf of the City of Compton (hereinafter "City"), and Craig J. Cornwell (hereinafter "Cornwell" and/or "City Manager"). The City Council, City and Cornwell are sometimes individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Compton City Charter provides that the City Council shall appoint the City Manager of the City of Compton, who shall be chosen on the basis of his/her executive and administrative qualifications and be paid a salary commensurate with his/her responsibilities as chief administrative officer of the City; and

WHEREAS, the City Manager position is vital to the daily functioning of the City's government, requiring specialized skills and experience and pursuant to Section 706 of the Compton City Charter is responsible to the City Council for the proper administration of all affairs of the City of Compton excepting such matters for which elective officers are made responsible by the Charter; and

WHEREAS, the Parties wish to have Cornwell perform the services of City Manager, an Unclassified Service position which requires specialized skills and expert professional or technical services, for a definite period of time, unless this Agreement is otherwise terminated prior thereto; and

WHEREAS, on July 2, 2019, the Council, during a duly noticed City Council meeting, met in closed session and voted unanimously (5-0) to appoint Cornwell to the position of City Manager of the City of Compton; and

WHEREAS, it is the desire of the City Council to establish the terms and conditions of Cornwell's services to the City through this Agreement; and

WHEREAS, on July _____, 2019, the Council adopted Resolution No. _____ which approved this Employment Agreement between the City and Cornwell for the position of City Manager of the City.

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

Section 1. Employment and Term of Service

1.1 Employment. It is understood and agreed between the Parties that the Council hereby agrees to employ Cornwell in the Unclassified Service position of City Manager of the City of Compton and Cornwell hereby accepts such employment.

1.2 Term of Service.

a. The term of this Employment Agreement shall begin on July 8, 2019, and shall end on July 7, 2021, unless extended in writing by mutual agreement of the Parties.

b. In consideration of the agreed term and the other provisions of this Agreement, the Parties mutually agree to waive Compton Municipal Code Section 2-2.9 (Limitation on Removal) in all circumstances where it may otherwise apply, if any.

1.3 City Manager's Commitments.

a. Duties and Authority.

(1) The City Manager shall be the chief executive officer of the City and be responsible to the City Council for the proper administration of all affairs of the City, excepting such matters for which elective officers are made responsible by the Compton City Charter.

(2) The City Manager shall perform all of the duties of the City Manager as set forth in the Compton City Charter, the Compton Municipal Code and City policies and procedures approved by the City Council, as may be provided from time to time. The City Manager shall also perform other legally permissible and proper duties and functions as the City Council may assign from time to time.

(3) The City Council may also designate the City Manager as the chief executive officer of other City-related legal entities. Such other legal entities could include, but not be limited to financing authorities and joint powers authorities.

b. Hours of Work.

(1) The City Manager is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations to the City Manager’s position. The City Manager does not have set hours of work as the City Manager is expected to be available at all times, and shall be available for attendance at City Council and other meetings as necessary. The City Manager shall be permitted such reasonable “time off” as is customary for exempt employees of the City so long as the time off does not interfere with normal business. Cornwell agrees that his position is that of an exempt employee for purposes of the Fair Labor Standards Act ("FLSA").

c. Ownership of Materials.

(1) Cornwell understands and agrees that all data, studies, reports and other documents prepared by or on his behalf while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or on his behalf or provided to him in connection with the performance of this Agreement shall be held confidential by Cornwell to the extent permitted by applicable law, and except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not, without the prior consent of a majority of the City Council, be used by Cornwell for any purposes other than the performance of his duties. Provided, further that no such materials may be disclosed to any person or entity not connected with the performance of services under

this Agreement, except as required by law, any governmental agency, subpoena or an order issued by a court of competent jurisdiction.

d. Disability or Inability to Perform. In the event the City Manager becomes mentally or physically incapable of performing the City Manager's functions and duties with reasonable accommodation and it reasonably appears such incapacity will last for more than two (2) months, the City Council may terminate the City Manager. If the City Council does elect to terminate the City Manager due to incapacity, the City Manager shall receive severance benefits provided in Section 3 below.

1.4 City Council Commitments.

a. The City Council sets policy for the governance and administration of the City and it implements its policies through the City Manager.

b. The City Council commits to spending time, the frequency of which shall be determined by the City Council in its discretion, to work with the City Manager and staff on setting goals and priorities for the City government.

c. In accordance with applicable provisions of the Compton City Charter, the Compton Municipal Code and City policies and procedures, except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees, officers, contractors and consultants solely through the City Manager or the City Manager's designee, and neither the City Council nor any member thereof shall give orders to any subordinate of the City Manager, either publicly or privately.

Section 2. Compensation and Reimbursement

The City agrees to provide the following compensation and reimbursements to the City Manager during the term of this Employment Agreement:

2.1 Compensation. It is agreed that for the services to be rendered by Cornwell pursuant to this Agreement, effective as of July 8, 2019, Cornwell shall receive a monthly salary in the amount of Eighteen Thousand Four Hundred Sixteen Dollars and Sixty-Six Cents ($18,416.66), paid at the same intervals and in the same manner as regular City employees for the term of this Employment Agreement. Cornwell shall be compensated on a pro-rata bases for any partial month he serves as City Manager. It is understood that the maximum salary payable per year of services rendered by Cornwell, exclusive of other benefits specified within this Employment Agreement, shall not exceed Two Hundred Twenty One Thousand Dollars ($221,000.00). An annual salary increase of not more than a cost-of-living adjustment; as defined in Section 3511.1 of the California Government Code; may be considered by the City Council if the City's financial position makes such an increase feasible and is approved by the affirmative vote of at three (3) members of the City Council.

2.2 Required Employer Costs.

a. Federal Insurance Contributions Act (FICA), if applicable, to the same extent provided other City employees.

b. Unemployment Compensation to the same extent provided other City employees.

c. California Public Employees Retirement System (CalPERS).

The City contracts with the California Public Employees' Retirement System ("CalPERS") for retirement benefits. The City shall be responsible to pay the Employer's (as determined by CalPERS) share for participation in the CalPERS System and Cornwell's share of contributions for participation in the CalPERS System. Cornwell is a "Classic Member" and shall be enrolled in the 2.7% at 55 retirement formula.

d. The cost of any fidelity or other bonds required by law for the City Manager.

e. Workers' Compensation to the same extent provided other employees of the City.

2.3 Benefits.

a. Leave Allowances. During the term of this Employment Agreement, Cornwell shall be entitled to accrue and use the following types of leave:

(1) Accumulate Personal Leave days at the rate of 10 hours per month for a maximum of 120 hours per year of employment. Personal leave days accrued may not be carried over and must be used no later than the conclusion of each calendar year (i.e. December 31st), unless changed by City Council resolution.

(2) City holidays designated pursuant to Council resolution each fiscal year. City holidays that are designated as floating holidays may not be carried over and must be used no later than the conclusion of each fiscal year (i.e. June 30th), unless changed by City Council resolution. Employee, including the City Manager, birthdays are designated as a floating holiday and must be used within one (1) year in the birthday falls.

(3) Accumulate Vacation Leave days at the rate of 15 hours per month for a maximum of 180 hours per year of employment. After at least one (1) year of continuous service as City Manager, Cornwell shall be entitled to cash out up to eighty (80) hours of accrued, but unused vacation hours per calendar year thereafter.

(4) Accumulate Sick Leave days at the rate of 10 hours per month for a maximum of 120 hours per year of employment. There shall be no limit on the number of sick leave hours that Cornwell may accumulate.

b. Health Benefits. During the term of this Employment Agreement, Cornwell shall be entitled to receive the same health coverage and benefits (i.e. medical, vision, dental insurance coverage) as the Chief Executive Management Employees in the City service.

c. Automobile Allowance. During the term of this Employment Agreement, Cornwell shall have at all times during his employment as City Manager with the City, exclusive use for work-related and incidental personal activities, an automobile provided to him by the City. City shall pay all liability, property damage and comprehensive insurance coverage and for the purchase, operation (including all fuels and lubricants), maintenance, repair and regular replacement of said automobile while Cornwell is employed as City Manager. Alternatively, Cornwell may elect to receive an automobile allowance of no less

than $650 per month. Cornwell shall not be entitled to both the use of a City-provided automobile and an automobile allowance.

d. Cellular Phone Allowance. During the term of this Employment Agreement, Cornwell shall be entitled to receive a cellular phone allowance of $100.00 per month or a City-provided and paid cellular phone, including the cost of monthly billing charges. Cornwell shall not be entitled to both a cellular phone allowance and provision of a City-provided and paid cellular phone.

e. Education Reimbursement. During the term of this Employment Agreement, Cornwell shall be entitled to receive the same educational reimbursement benefits as the Chief Executive Management Employees in the City service.

f. Life Insurance. During the term of this Employment Agreement, the City shall pay, on behalf of Cornwell, life insurance coverage with a principal amount of $100,000 and a conversion privilege.

2.4 During the term of this Employment Agreement, Cornwell may participate in all appropriate local, state and national professional organizations, seminars, conferences and professional development courses that are reasonable and beneficial to the City. City shall pay for all reasonable associated expenses necessary for said participation.

2.5 Reimbursement for Legal Actions. Cornwell shall be fully compensated and reimbursed pursuant to Section 2.1, above, for time spent and costs incurred while representing the City in any legal action during or after the term of this Agreement.

Section 3. Termination or Separation

3.1 Termination. The Council may terminate Cornwell's services with or without cause, *and without right of advance notice, hearing or appeal,* by motion of the Council adopted by at least three affirmative votes pursuant to section 703 of the Compton City Charter, at any time during the term of this Employment Agreement.

a. In the event that Cornwell is terminated without cause by the Council prior to the expiration of this Employment Agreement, he shall be entitled to receive severance compensation as follows:

(1) If terminated within the first twelve (12) months of this Employment Agreement, Cornwell shall be entitled to receive severance compensation equal to eight (8) month's salary, in addition to the full monetary value of any earned but unused vacation leave accumulated during the period of his service pursuant to this Employment Agreement. Cornwell's entitlement to earned, but unused sick leave accumulated during the period of his service shall be governed by those provisions applicable to Chief Executive Management Employees in the City service.

(2) If terminated within any time after the first twelve (12) month of this Employment Agreement, Cornwell shall be entitled to receive severance compensation equal to six (6) month's salary, in addition to the full monetary value of any earned but unused vacation leave accumulated during the period of his service pursuant to this Employment Agreement. Cornwell's entitlement to earned, but unused sick leave accumulated during the period of his

service shall be governed by those provisions applicable to Chief Executive Management Employees in the City service.

(3) If terminated at any time during the term of this Employment Agreement due to his committing of any act of misfeasance or malfeasance, or due to the filing by any government agency with appropriate authority, of a criminal complaint charging him with any felony or misdemeanor involving moral turpitude, then the City shall only be obligated to pay the full monetary value of any earned but unused vacation accumulated during the period of his service pursuant to this Employment Agreement.

3.2 Voluntary Separation. Cornwell may terminate this Agreement at any time with or without cause, provided however, that he shall reasonably provide the City Council with at least ninety (90) days advance written notice prior to the effective date of the termination, if practicable, unless the Parties mutually agree in writing to a shorter period.

3.3 Transfer of Responsibilities. After Notice of Voluntary Separation or Termination, Cornwell shall cooperate with the City, as requested by the City, to effect a transition of City Manager responsibilities and duties and ensure that the City is aware of all matters being handled by Cornwell.

Section 4. Assembly Bill 1344 Provisions

4.1 The Parties agree to fully comply with the California Government Code sections that are part of AB 1344 (Government Code Section 53243), made effective January 1, 2012, and to fully comply with other applicable law as it exists as of the date of execution of this Agreement and as it may be amended from time to time thereafter.

4.2 AB 1344 generally provides limits on local agency employee reimbursement requirements. These provisions are included in the following California Government Code sections, which are hereby incorporated into the terms of this Agreement:

(a) Section 53243. Reimbursement of paid leave salary. The City shall be fully reimbursed any paid leave salary paid to the City Manager pending an investigation if the City Manager is convicted of a crime involving an abuse of office or position; as defined by Section 53243.4.

(b) Section 53243.1. Reimbursement of legal criminal defense funds. The City shall be fully reimbursed any funds provided for the legal defense of the City Manager if the City Manager is convicted of a crime involving an abuse of office or position; as defined by Section 53243.4.

(c) Section 53243.2. Reimbursement of cash settlement. The City shall be fully reimbursed any cash settlement related to the termination of the City Manager if the City Manager is convicted of a crime involving an abuse of office or position; as defined by Section 53243.4.

(d) Section 53243.3. Reimbursement of non-contractual payments. If, in the absence of a contractual obligation, the City provides payments described above, the City shall be fully reimbursed any such payments if the City Manager is convicted of a crime involving an abuse of office or position; as defined by Section 53243.4.

Cornwell has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Cornwell, including that Cornwell agrees that any cash settlement related to the termination that Cornwell may receive from the City shall be fully reimbursed to the City if Cornwell is convicted of a crime involving an abuse of his office or position.

4.3 AB 1344 also includes California Government Code Section 3511.2. Notwithstanding any other provisions of this Agreement, it shall be prohibited for the City or through the Agreement or any amendment thereto to provide an automatic renewal hereof that provides for an automatic compensation increase in excess of a cost-of-living adjustment or a maximum cash settlement in excess of certain limits established by Section 3511.2. Government Code, Section 3511.2 is hereby incorporated into the terms of this Agreement.

Section 5. General Provisions

5.1 Amendments. This Employment Agreement may be amended in writing, signed by Cornwell, the majority of the Council and “Approved As To Form” by the City Attorney.

5.2 Conflict of Interest.

(a) The City Manager shall not engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal or political associations.

(b) The City Manager shall also comply with the conflict of interest provisions of the California Government Code and any Conflict of Interest Code applicable to the City Manager's City employment.

(c) The City Manager is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, during employment and at the time of separation from the position.

5.3 Indemnification. In accordance with and to the extent provided by California's Tort Claims Act (Government Code Section 825 et seq.) and Government Code Sections 995-996.5, the City shall defend and indemnify Cornwell against and for all losses sustained by Cornwell in direct consequences of the discharge of the City Manager’s duties on the City's behalf for the period of the City Manager’s employment. This section shall not apply and the City shall not be obligated to indemnify or represent Cornwell in any legal matters if the City Council determines that the defense of the action or proceeding by the City would create a conflict of interest between the City and Cornwell; or for acts or failure to act because of fraud, corruption or actual malice without entering into a reimbursement agreement with the City approved by the City Council in a form approved by the City Attorney. If the City Council or court of competent jurisdiction determines that Cornwell committed actual fraud, corruption or actual malice, then the City shall not provide for the defense of such legal action and Cornwell shall reimburse the City all costs plus interest to the City in providing such defense. This section shall also apply to any intentional tort or crime committed by Cornwell, to any action outside the course and scope of the services

provided by Cornwell under this Agreement, or any other intentional or malicious conduct or gross negligence of Cornwell.

5.4 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

5.5 Entire Agreement. The terms and conditions of this Agreement represent the entire understanding between the City and Cornwell regarding Cornwell's employment as the City Manager, and all preliminary negotiations and agreements are deemed a part hereof. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement.

5.6 Independence of Parties. Each party hereto has had the opportunity to receive independent legal advice with respect to the contents and advisability of making this Employment Agreement and executes this Agreement after having the opportunity to consult with legal counsel.

No provision of this Employment Agreement shall be interpreted for or against any party because that party or his/its legal representative drafted the provisions. This Agreement shall be deemed to have been drafted by all parties hereto. Each party hereto expressly covenants that the terms of this Employment Agreement are fair and have been freely negotiated by and between each of the parties.

5.7 Arbitration of Salary Dispute. Should a dispute arise between the parties hereto specifically concerning the amount of salary or period for which salary is to be paid, the parties agree that the dispute shall be submitted to binding arbitration. Such arbitration shall be conducted by a mutually agreed arbitrator. Each party hereto shall bear one-half of the costs of the arbitration, except each party shall bear their own costs for legal representation and witness fees. The parties agree that any disputes resolved by arbitration shall be final and binding. Any other disputes arising out of Cornwell's employment as City Manager, not specifically referenced herein, shall not be subject to the provisions of this section.

5.8 Severability. If any provision, or any portion thereof, contained in this Employment Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Employment Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

5.9 Jurisdiction and Venue. This Employment Agreement shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in Los Angeles County, California.

5.10 Notice. Any notice, amendments or additions to this Employment Agreement, including change of address during the term of this Agreement, which the City Manager or the City shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first class mail or hand-delivered to the respective Parties as follows:

If to the City:	City Clerk City of Compton 205 South Willowbrook Avenue Compton, California 90220
With a copy to:	City Attorney City of Compton 205 South Willowbrook Avenue Compton, California 90220
If to the City Manager:	Craig J. Cornwell, City Manager City of Compton 205 South Willowbrook Avenue Compton, California 90220 [or other address provided in writing to the City Clerk and City Attorney]

Section 6. Effective Date This Employment Agreement shall become effective, retroactively to July 8, 2019, on approval of the City Council and signed by a majority of the City Council members, Cornwell, the City Clerk and the City Attorney.

IN WITNESS WHEREOF, the Parties have executed this Employment Agreement.

_____ **Date:** _____
Craig J. Cornwell

CITY OF COMPTON
A Municipal Corporation

Date: _____ _____
Aja Brown, Mayor

Date: _____ _____
Michelle Chambers, Councilmember
First Council District

Date: _____ _____
Isaac Galvan, Councilmember
Second Council District

Date: _____

_____
Tana McCoy, Councilmember
Third Council District

Date: _____

_____
Emma Sharif, Councilmember
Fourth Council District

Approved as to form:

By: _____ **Date: _____**
Ruth A. Rugley,
(Acting) City Attorney

LIEBERT CASSIDY WHITMORE

By: _____ **Date: _____**
Stefanie K. Vaudreuil,
Attorneys for City of Compton

ATTEST:

Date: _____

By _____
Alita Godwin, MMC
City Clerk

July 23, 2019

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AMEND THE FISCAL YEAR 2019-2020 BUDGET TO ALLOCATE ADDITIONAL FUNDS FOR THE LOS ANGELES COUNTY SHERIFF CONTRACT TO PROVIDE LAW ENFORCEMENT SERVICES IN THE CITY OF COMPTON ($12,092)

SUMMARY

The attached Resolution amends the Fiscal Year 2019-2020 Adopted City Budget to allocate an additional $12,092 for the annual Sheriff contract to provide law enforcement services in the City of Compton.

BACKGROUND

Each year the City of Compton allocates funds to provide law enforcement services to the citizens of Compton through the Los Angeles County Sheriff's Department. The Los Angeles County Sheriff Department's Contract Services Bureau provides an annual estimate of the cost and recommended service levels.

The City of Compton has experienced an increase in its Sheriff Contract during the past three years as follows:

Fiscal Year	***Contract Amount***	***Annual Increase***
2016-17	$ 19,756,227	$ Base Year
2017-18	21,978,445	2,222,218
2018-19	22,762,772	784,327
2019-20	24,006,253 ***Sheriff Proposed***	1,243,481

The City provided an additional $225,000 in Supplemental Law Enforcement Funds in Fiscal Year 2018-2019 and an additional $218,700 in Supplemental Law Enforcement Funds in Fiscal Year 2017-2018. No Supplemental Law Enforcement Funds were budgeted in Fiscal Year 2016-2017.

The Los Angeles County Sheriff proposed Sheriff Service costs for Fiscal Year 2019-2020 in the amount of $24,006,253. Due to an increase in debt service payments on the 2016 Lease Revenue Refunding Bonds of $1.6 million and additional Liability Fund costs exceeding $500,000, the City Manager recommended that the 2019-2020 Sheriff Contract allocation be at the same level as the 2018-2019 Sheriff Contract.

STATEMENT OF THE ISSUE

As part of the Fiscal Year 2019-2020 Budget presentation, staff recommended the reduction in Los Angeles County Service levels by eliminating the Council District "Town Sheriff Program. The Mayor and City Council requested staff to meet with the Los Angeles County Sheriff and develop an alternate solution that would retain a Town Sheriff Program.

The City Manager has met with the Sheriff and agreed to recommend continuing the "Town Sheriff Program" utilizing one Deputy to cover a Citywide Town Hall Program. The result is the redeployment of three (3) Special Assignment Deputies and one (1) of the eight (8) Special Assignment Operations Team Deputies. This redeployment allows the City to fund the Sheriff Law Enforcement Contract at a modest increase of $12,092 for Fiscal Year 2019-2020.

ALTERNATIVE

The Alternative is to reduce the Street Repair Allocation in the Public Works Budget to fund the Sheriff's requested Service Level at $24,006,253 for Fiscal Year 2019-2020.

FISCAL IMPACT

The Mayor and City Council are providing $23,042,772 for the Los Angeles County Sheriff Department in its Fiscal Year 2019-2020 Adopted City Budget. This amount includes $280,000 in Supplemental Law Enforcement Funds, plus the same $22,762,772 provided in Fiscal Year 2018-2019 for Law Enforcement Services. By reducing the four Deputies, the City is able to reduce the originally requested 2019-2020 Sheriff allocation from $24,006,253 to $22,774,864. This represents a cost increase for the Los Angeles County Sheriff Contract of $12,092. Approval of this resolution authorizes the Fiscal Year 2019-2020 budget to be amended and funds to be transferred as follows:

FROM	TO	AMOUNT
1004-610-000-4217	1004-680-000-4271	$12,092.00.

RECOMMENDATION

Management recommends that the Mayor and City Council adopt alternative number one (1) above and approve the attached resolution allocating $22,774,864 to fund the Los Angeles County Sheriff Contract for Fiscal Year 2019-2020.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AMEND THE FISCAL YEAR 2019-2020 BUDGET TO ALLOCATE ADDITIONAL FUNDS FOR THE LOS ANGELES COUNTY SHERIFF CONTRACT TO PROVIDE LAW ENFORCEMENT SERVICES IN THE CITY OF COMPTON ($12,092)

WHEREAS, Each year the City of Compton allocates funds to provide law enforcement services to the citizens of Compton through the Los Angeles County Sheriff's Department; and

WHEREAS, the Los Angeles County Sheriff Department's Contract Services Bureau provides an annual estimate of the cost and recommended service levels; and

WHEREAS, the City of Compton has experienced an increase in its Sheriff Contract during the past three years as follows:

Fiscal Year	***Contract Amount***	***Annual Increase***
2016-17	$ 19,756,227	$ Base Year
2017-18	21,978,445	2,222,218
2018-19	22,762,772	784,327
2019-20	24,006,253 ***Sheriff Proposed***	1,243,481; and

WHEREAS, the Los Angeles County Sheriff proposed Sheriff Service costs for Fiscal Year 2019-20 in the amount of $24,006,253; and

WHEREAS, as part of the Fiscal Year 2019-20 Budget presentation, staff recommended the reduction in Los Angeles County Service levels by eliminating the Council District "Town Sheriff Program.; and

WHEREAS, the Mayor and City Council requested staff to meet with the Los Angeles County Sheriff and develop an alternate solution that would retain a Town Sheriff Program.; and

WHEREAS, the City Manager has met with the Sheriff and agreed to recommend continuing the "Town Sheriff Program" utilizing one Deputy to cover a Citywide Town Hall Program.; and

WHEREAS, the result is the redeployment of three (3) Special Assignment Deputies and one (1) of the eight (8) Special Assignment Operations Team Deputies; and

WHEREAS, this redeployment allows the City to fund the Sheriff Law Enforcement Contract at an increase of $12,092 for Fiscal Year 2019-20.

WHEREAS, the Fiscal Year 2019-2020 Budget shall be amended and funds transferred as follows:

FROM	**TO**	**AMOUNT**
1004-610-000-4217	1004-680-000-4271	$12,092.00.

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

SECTION 1. That the City Council hereby amend the Fiscal Year 2019-2020 Budget to transfer funds as follows:

FROM	TO	AMOUNT
1004-610-000-4269.	1004-680-000-4271	$12,092.00

SECTION 2. That the total Los Angeles County Sheriff contract shall not exceed Twenty Three Million, Fifty Four Thousand, Eight Hundred Sixty Four Dollars ($22,774,864.00).

SECTION 3. That a certified copy of this Resolution shall be filed with the Offices of the City Manager, City Controller and 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
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

MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF COMPTON

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ATTACHMENT A: Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form

ATTACHMENT B: Contract City Law Enforcement Services and Equipment Master Rate Sheet

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MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF COMPTON

This Municipal Law Enforcement Services Agreement ("Agreement") is made and entered into this _____ day of _____, 2019 by and between the County of Los Angeles ("County") and the City of Compton ("City").

RECITALS

A. Whereas, the City is desirous of contracting with the County for the performance of municipal law enforcement services by the Los Angeles County Sheriff's Department ("Sheriff's Department"); and

B. Whereas, the County is agreeable to rendering such municipal law enforcement services on the terms and conditions set forth in this Agreement; and

C. Whereas, this Agreement is authorized by Sections 56½ and 56¾ of the County Charter and California Government Code Section 51301.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1.0 SCOPE OF SERVICES

1.1 The County, by and through the Sheriff's Department, agrees to provide general law enforcement services within the corporate limits of the City to the extent and in the manner hereinafter set forth in this Agreement.

1.2 Except as otherwise specifically set forth in this Agreement, such services shall only encompass duties and functions of the type coming within the jurisdiction of and customarily rendered by the Sheriff's Department under the County Charter, State of California statutes, and the City municipal codes.

1.3 General law enforcement services performed hereunder may include, if requested by the City, supplemental security support, supplemental sworn officer support, and supplemental professional civilian support staff.

2.0 ADMINISTRATION OF PERSONNEL

2.1 During the term of this Agreement, the Sheriff or his designee shall serve as the Chief of Police of the City and shall perform the functions of the Chief of Police at the direction of the City.

2.2 The rendition of the services performed by the Sheriff's Department, the standards of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed shall remain with the County. The City understands and agrees that, at the Sheriff's Department's sole discretion, the Sheriff's Department may redeploy personnel for mutual aid purposes pursuant to the California Emergency Services Act, codified at California Government Code Sections 8550-8668. Absent exigent circumstances, any sustained deployment of more than fifty percent (50%) of the City's contracted items requires consultation with the City manager or his/her designee.

2.3 In the event of a dispute between the parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both the Sheriff's Department and the City. The City shall first consult with the Station Captain, Division Commander, and Division Chief, in an effort to reach a mutual determination. If a mutual determination cannot be realized at a subordinate level, then the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff.

2.4 With regard to Paragraphs 2.2 and 2.3 above, the Sheriff's Department, in an unresolved dispute, shall have final and conclusive determination as between the parties hereto.

2.5 All City employees who work in conjunction with the Sheriff's Department pursuant to this Agreement shall remain employees of the City and shall not have any claim or right to employment, civil service protection, salary, or benefits or claims of any kind from the County based on this Agreement. No City employees as such shall become employees of the County unless by specific additional agreement in the form of a merger agreement which must be concurrently adopted

by the City and the County. The Sheriff's Department will provide approved City employees with the required training necessary to access authorized County programs (i.e. CAD, MDC, etc.), so such City employees can perform the functions of their positions.

2.6 While performing law enforcement services and functions under this Agreement, every Sheriff's Department employee shall be authorized to enforce all City laws and regulations, including all City codes and ordinances.

2.7 The City shall not be called upon to assume any liability for the direct payment of any Sheriff's Department salaries, wages, or other compensation to any County personnel performing services hereunder for the City. Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee or agent of the County for injury or sickness arising out of the performance of services under this Agreement.

2.8 As part of its compliance with all applicable laws and regulations relating to employee hiring, the County agrees that the County Civil Service Rules to which it is subject and which prohibit discrimination on the basis of non-merit factors, shall for purposes of this Agreement be read and understood to prohibit discrimination on the basis of sexual orientation.

3.0 DEPLOYMENT OF PERSONNEL

3.1 Services performed hereunder and specifically requested by the City shall be developed in conjunction with the Sheriff's Department and indicated on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.

3.2 The City, or its designated representative, shall meet with its respective Sheriff's Department Station Captain when requesting law enforcement services to be performed in the City, and provide direction to the Sheriff's Department Station Captain regarding the method of deployment for such services. The City and the Sheriff's Department shall also determine a minimum daily standard of staffing needs for services rendered to ensure an adequate personnel presence during station operation and patrol. The City and the Station Captain shall meet to discuss the minimum daily standard which is documented in Attachment A, Los Angeles

County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. The Station Captain shall endeavor to meet this standard without increased cost to the City. The Sheriff's Department shall ensure that all services are delivered in a manner consistent with the priorities, annual performance objectives, and goals established by the City.

3.3 The Sheriff's Department shall make every attempt to avoid deployment deficiencies (i.e., "busting" of cars) by following the daily minimum standard of staffing, as stipulated in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. Should deployment deficiencies occur, the Sheriff's Department should make every effort to reallocate those resources to the shift where the deficiencies occurred. Should the Sheriff's Department determine that a temporary increase, decrease, and/or realignment in the deployment methodologies is necessary, the Sheriff's Department shall promptly notify the City of this change in advance. In the event that prior notice is not possible, the City shall be notified of the change within two (2) City business days. If monthly service compliance falls below ninety-eight percent (98%), then the Sheriff's Department Station Captain shall meet with the City to discuss compliance and identify a plan for resolution. If the quarterly and/or year-to-date (September 30th, December 31st, March 31st, and June 30th) service compliance falls below ninety-eight percent (98%), then the respective Sheriff's Department Division Chief shall meet with the Sheriff's Department Station Captain and the City to discuss compliance and identify a plan for resolution. If the City is dissatisfied with the outcome of either resolution process, the matter will be elevated to a Sheriff's Department Assistant Sheriff or the Sheriff until all City concerns are fully resolved. Resolution may include, but is not limited to, the use of overtime, staffing adjustments, and/or City-initiated service suspensions, at no additional cost to the City. If the City determines it is unnecessary, the City may waive either dispute resolution process discussed above.

3.4 A new Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be authorized and signed annually by the City and the Sheriff or his designee effective each July 1,

and attached hereto as an Amendment to this Agreement.

3.5 Should the City request a change in the level of service other than pursuant to the annual July 1 readjustment, a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be signed and authorized by the City and the Sheriff or his designee and attached hereto as an Amendment to this Agreement.

3.6 The most recent dated and signed Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement shall be the staffing level in effect between the County and the City.

3.7 The City is not limited to the services indicated in Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement. The City may also request any other service or equipment in the field of public safety, law, or related fields within the legal power of the Sheriff's Department to provide. Such other services and equipment shall be reflected in a revised Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement under the procedures set forth in Paragraphs 3.4 and 3.5 above.

3.8 With regard to any public safety equipment requested by the City and set forth on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement, the City shall adhere to the terms and conditions set forth in Attachment C, Public Safety Equipment Use Requirements, of this Agreement.

4.0 PERFORMANCE OF AGREEMENT

4.1 For the purpose of performing general law enforcement services under this Agreement, the County shall furnish and supply all necessary labor, supervision, equipment, communication facilities, and supplies necessary to maintain the agreed level of service to be rendered hereunder.

4.2 Notwithstanding the foregoing, the City may provide additional resources for the County to utilize in performance of the services.

4.3 When and if both parties to this Agreement concur as to the necessity of maintaining a law enforcement headquarters or Sheriff's Department substation

within the City which would not normally be provided by the Sheriff's Department, the City shall furnish at its own cost and expense all necessary office space, and the Sheriff's Department shall have authority to negotiate with the City regarding which entity shall pay for furniture and furnishings, office supplies, janitor service, telephone, light, water, and other utilities.

4.4 It is expressly further understood that in the event a local office or building is maintained in the City, such local office or building may be used by the Sheriff's Department in connection with the performance of its duties in territory outside of the City, provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

4.5 Notwithstanding the foregoing, it is mutually agreed that in all instances where special supplies, stationery, notices, forms, and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

5.0 INDEMNIFICATION

5.1 The parties hereto have executed an Assumption of Liability Agreement approved by the County Board of Supervisors on December 27, 1977, and/or a Joint Indemnity Agreement approved by the County Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this Agreement as if set out in full herein.

5.2 The parties hereto have also executed a County-City Special Indemnity Agreement approved by the County Board of Supervisors on August 25, 2009. This document is made a part of and incorporated into this Agreement as if set out in full herein.

5.3 In the event the County Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

6.0 TERM OF AGREEMENT

6.1 The term of this Agreement shall be from July 1, 2019 through June 30, 2024, unless sooner terminated or extended as provided for herein.

6.2 At the option of the County Board of Supervisors and with the consent of the City

Council, this Agreement may be renewed or extended for successive periods not to exceed five (5) years each.

6.3 Nine (9) months prior to the expiration of this Agreement, the parties shall meet and confer in good faith to discuss the possible renewal or extension of this Agreement pursuant to Paragraph 6.2 above. The parties shall reach an agreement as to the terms of any renewal or extension period no later than six (6) months prior to the expiration of this Agreement. Absent mutual agreement by the parties within that time frame, this Agreement shall expire at the conclusion of the then-existing term.

7.0 RIGHT OF TERMINATION

7.1 Either party may terminate this Agreement as of the first day of July of any year upon notice in writing to the other party of not less than sixty (60) calendar days prior thereto.

7.2 Notwithstanding any provision herein to the contrary, the City may terminate this Agreement upon notice in writing to the County given within sixty (60) calendar days of receipt of written notice from the County of any increase in the rate for any service to be performed hereunder, and in such an event this Agreement shall terminate sixty (60) calendar days from the date of the City's notice to the County.

7.3 This Agreement may be terminated at any time, with or without cause, by either party upon written notice given to the other party at least one hundred eighty (180) calendar days before the date specified for such termination.

7.4 In the event of a termination, each party shall fully discharge all obligations owed to the other party accruing prior to the date of such termination, and, except as otherwise provided herein, each party shall be released from all obligations which would otherwise accrue subsequent to the date of termination.

8.0 BILLING RATES

8.1 The City shall pay the County for the services and equipment provided under the terms of this Agreement at the billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement, as established by the County Auditor-Controller.

8.2 The billing rates set forth on Attachment B, Contract City Law Enforcement

Services and Equipment Master Rate Sheet, of this Agreement shall be readjusted by the County Auditor-Controller annually effective July 1 of each year, published by the County, and attached hereto as an Amendment to this Agreement, to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the County Board of Supervisors.

8.3 The City shall be billed at the current fiscal year's billing rates based on the service level provided within the parameters of Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement.

8.4 The billing rates for other services and equipment requested pursuant to Paragraph 3.7 of this Agreement and not set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall be determined by the County Auditor-Controller in accordance with the policies and procedures established by the County Board of Supervisors and then set forth and published on a revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement.

9.0 PAYMENT PROCEDURES

9.1 The County, through the Sheriff's Department, shall render to the City, after the close of each calendar month, a summarized invoice which covers all services performed during said month, and the City shall pay the County for all undisputed amounts within sixty (60) calendar days after date of the invoice.

9.2 If such payment is not delivered to the County office which is described on the invoice within sixty (60) calendar days after the date of the invoice, the County is entitled to recover interest thereon. For all disputed amounts, the City shall provide the County with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) calendar days after receipt of the invoice. The parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue if payment is not received within sixty (60) calendar days after the dispute resolution is memorialized.

9.3 Interest shall be at the rate of ten percent (10%) per annum or any portion thereof, calculated from the last day of the month in which the services were performed, or

in the case of disputed amounts, calculated from the date the resolution is memorialized.

9.4 Notwithstanding the provisions of California Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within sixty (60) calendar days after the date of the invoice, or in the case of disputed amounts, from the date the resolution is memorialized, the County may satisfy such indebtedness, including interest thereon, from any funds of the City on deposit with the County without giving further notice to the City of the County's intention to do so.

10.0 NOTICES

10.1 Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

10.2 Notices to the County shall be addressed as follows:

Los Angeles County Sheriff's Department
Contract Law Enforcement Bureau
Attn: Unit Commander
211 W. Temple Street. 7th Floor
Los Angeles, California 90012
Phone #: 213-229-1647

10.3 Notices to the City of shall be addressed as follows:

City of Compton
Attn:
Address:
Phone #:

11.0 AMENDMENTS

11.1 Except for changes pursuant to Paragraphs 8.2 and 8.4 of this Agreement, all changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by the County Board of Supervisors and an

authorized representative of the City.

11.2 Notwithstanding Paragraph 11.1 above, the Sheriff or his designee is hereby authorized to execute, on behalf of the County, any Amendments and/or supplemental agreements referenced in Sections 3.0, 4.0, and 9.0 of this Agreement.

11.3 In accordance with Paragraphs 8.2 and 8.4 of this Agreement, the Sheriff or his designee is hereby authorized to publish, on behalf of the County, the annual revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement. The revised Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of this Agreement shall serve as an Amendment to this Agreement, but shall not require the signature of either party.

12.0 AUTHORIZATION WARRANTY

12.1 The City represents and warrants that the person executing this Agreement for the City is an authorized agent who has actual authority to bind the City to each and every term, condition, and obligation of this Agreement and that all requirements of the City have been fulfilled to provide such actual authority.

12.2 The County represents and warrants that the person executing this Agreement for the County is an authorized agent who has actual authority to bind the County to each and every term, condition, and obligation of this Agreement and that all requirements of the County have been fulfilled to provide such actual authority.

13.0 ENTIRE AGREEMENT

This Agreement, including Attachment A, Attachment B, and Attachment C, and any Amendments hereto constitute the complete and exclusive statement of understanding of the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 11.0, Amendments, of this Agreement.

MUNICIPAL LAW ENFORCEMENT SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND CITY OF COMPTON

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Sheriff of Los Angeles County, and the City has caused this Agreement to be executed by its duly authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By _____
ALEX VILLANUEVA
Sheriff

Date _____

CITY OF COMPTON

By _____

Date _____

ATTEST:

By_____
City Clerk

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Principal Deputy County Counsel

APPROVED AS TO FORM:
CITY ATTORNEY

By _____

Attachment C

PUBLIC SAFETY EQUIPMENT USE REQUIREMENTS

1.0 TRANSFER OF PUBLIC SAFETY EQUIPMENT

1.1 The County, through the Sheriff's Department, hereby transfers the public safety equipment set forth on Attachment A, Los Angeles County Sheriff's Department Service Level Authorization (SH-AD 575) Form, of this Agreement ("Equipment") for the exclusive use of the City during the term of the Agreement.

2.0 USE OF EQUIPMENT

2.1 The City may use the Equipment for any lawful purpose, including use in connection with public safety activities in all areas under the City's jurisdiction.

2.2 The City shall not use or operate the Equipment in violation of any federal, state, or local law, rule, regulation, or ordinance.

2.3 The Equipment shall not be used or operated as follows:

2.3.1 In a manner subjecting the Equipment to depreciation above the normal depreciation associated with public safety use; and/or

2.3.2 For an illegal purpose or by a person under the influence of alcohol or narcotics.

3.0 SAFEKEEPING AND MAINTENANCE

3.1 The City shall exercise due care for the safekeeping of the Equipment during the term of the Agreement.

3.2 The City shall ensure that the Equipment is kept in good working order and condition, shall ensure that the Equipment is scheduled and available to County for the performance of its regularly scheduled maintenance by the County, and shall comply in every respect with any manufacturer's/owner's manual that comes with the Equipment.

3.3 The County shall perform all maintenance and repairs required for the proper operation of the Equipment. Except as otherwise set forth herein, such maintenance and repairs are provided in exchange for the City's payment of the annual billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of the Agreement. The City has the right to inspect said Equipment prior to acceptance of the Equipment following maintenance and repairs by the County.

3.4 Maintenance and repairs provided by the County under the Agreement may be

performed by the County, its third party vendors, and/or the manufacturer of the Equipment.

3.5 The County shall assume responsibility for ensuring that the Equipment has been inspected or otherwise tested in accordance with the laws of the State of California and the United States prior to use by the City.

3.6 The City shall inspect the Equipment upon initial delivery and return from County following maintenance and repair, and, by acceptance thereof, finds the Equipment in good working order and condition.

3.7 The Equipment shall be maintained and repaired solely by the County. The City and any of its third party vendors are prohibited from performing any maintenance and repairs on the Equipment.

3.8 All regularly scheduled maintenance shall be performed by the County, and the City shall timely present the Equipment to the County for the performance of regularly scheduled maintenance at the direction of, and in accordance with the policies and procedures of, the Sheriff's Department's Communications and Fleet Management Bureau. The Sheriff's Department shall make every effort to perform any maintenance in a timely manner.

3.9 Any Equipment requiring maintenance and repair by the County for any extended length of time, as determined by the Sheriff's Department's Communications and Fleet Management Bureau, may, at the sole discretion of the County, receive a temporary replacement piece of Equipment. All terms and conditions set forth herein shall apply to the City's use of any temporary replacement Equipment provided by the County. The County shall not be responsible for any damages or liability resulting from the City's loss of use of the Equipment during the performance of maintenance and repair services by the County.

4.0 INSPECTION BY COUNTY

4.1 The County shall have the right to inspect the Equipment, immediately upon request by the County, at any time during the term of the Agreement. The City shall provide the County with such operating, and other information, or copies of any such records maintained by the City with respect to the Equipment, as the County or any government agency may require from time to time.

5.0 TITLES

5.1 The County shall retain ownership of the Equipment used by the City during the term of the Agreement. Legal title to the Equipment is, and shall, at all times, remain in the name of the County. The Equipment shall not be transferred or delivered by the City to any persons other than the County without the County's prior written consent.

6.0 INDEMNIFICATION

6.1 The City agrees to indemnify, defend, and hold harmless the County from any and all liability, losses, or damages the County may suffer and from any claims, demands, costs, or judgments against the County arising out of City's use or operation of the Equipment. This indemnification does not extend to (1) any liability resulting from inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) negligent or wrongful maintenance or repair of the Equipment provided by the County.

7. RISK OF LOSS

7.1 The City shall assume all risk of loss to the Equipment from the time it is delivered by the County to the City, and inspected and accepted by the City, until (1) the Equipment is returned to the County upon expiration or termination of the Agreement, or (2) the County regains temporary possession of the Equipment for purposes of providing maintenance and repair.

7.2 Upon inspection/acceptance of the Equipment, the City shall be responsible for any and all damage to the Equipment, except those damages resulting from (1) inherent defects or malfunctions in such Equipment related to manufacturer's acts or omissions, or (2) the negligent or wrongful maintenance or repair of the Equipment provided by the County.

7.3 In the event of damage to the Equipment or the Equipment is in need of repair, the City shall notify the County to that effect and follow such instructions that the County may provide with respect to repair or disposal of the Equipment. If the Equipment is lost, stolen, destroyed, or declared to be a total constructive loss (subject to the County's agreement as to such condition), the City shall properly notify the County thereof and hold any Equipment for disposal by the County. With respect to any loss, theft, or destruction of the Equipment, the County and the City shall negotiate the value for comparable equipment in a condition similar to the lost, stolen, or destroyed Equipment immediately prior to any such loss. The City shall reimburse the County for the value of the lost, stolen, or destroyed Equipment.

8.0 BILLING RATES

8.1 As further discussed in Section 8.0, Billing Rates, of the Agreement, the City shall pay the County for the use of the Equipment provided under the Agreement at the annual billing rates set forth on Attachment B, Contract City Law Enforcement Services and Equipment Master Rate Sheet, of the Agreement, as established by the County Auditor-Controller.

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

CONTRACT CITY LAW ENFORCEMENT SERVICES

SERVICE LEVEL AUTHORIZATION (SH-AD 575)

CITY: Compton FISCAL YEAR: 2019-2020 EFFECTIVE DATE: 7/1/2019

DEPUTY SHERIFF SERVICE UNIT

RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 11%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Deputy Sheriff	70-Hour Unit	308	32.00	32.00	0.00	$ 533,880.00	$ 17,084,160.00	$ 1,879,257.60	$ 18,963,417.60	3,650	116,800	7,008,000	65.280
Deputy Sheriff	Non-Relief	310	8.00	12.00	-4.00	$ 277,340.00	$ 2,218,720.00	$ 244,059.20	$ 2,462,779.20	1,789	14,312	858,720	8.000

DEPUTY SHERIFF SERVICE UNIT (BONUS)

RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 11%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
					0.00				$ -		0	0	0.000
					0.00				$ -		0	0	0.000

GROWTH/GRANT DEPUTY UNIT

RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 11%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
					0.00				$ -		0	0	0.000
					0.00				$ -		0	0	0.000

SUPPLEMENTAL POSITIONS

RANK	RELIEF FACTOR	SERVICE CODE	NEW	PREV.	CHANGE	ANNUAL RATE	ESTIMATED TOTAL ANNUAL COST	LIABILITY 11%	TOTAL ANNUAL COST W/LIABILITY	ANNUAL HOURS PER SERVICE UNIT	ANNUAL HOURS SCHEDULED	ANNUAL MINUTES SCHEDULED	PERSONNEL REQUIRED
Sergeant	Non-Relief	353	2.00	2.00	0.00	$ 247,580.00	$ 495,160.00	$ -	$ 495,160.00	1,789	3,578	214,680	2.000
Motor Deputy	Non-Relief	305A	2.00	2.00	0.00	$ 297,689.00	$ 595,378.00	$ 65,491.58	$ 660,869.58	1,789	3,578	214,680	2.000
Community Services Assistant (w/ veh)	Non-Relief	325	1.00	1.00	0.00	$ 67,799.00	$ 67,799.00	$ 7,457.89	$ 75,256.89	1,789	1,789	107,340	1.000
Security Assistant	Non-Relief	362	2.00	2.00	0.00	$ 52,874.00	$ 105,748.00	$ 11,632.28	$ 117,380.28	1,789	3,578	214,680	2.000

Estimated Cost for Service Units: $ 20,566,965.00 Total Liability (11%): $ 2,207,898.55 Estimated Subtotal: $ 22,774,863.55

Public Safety Equipment Cost (See page 3): $ -

Estimated Total Annual Cost: $ 22,774,863.55

The terms of this Service Level Authorization (SH-AD 575) will remain in effect until a subsequent SH-AD 575 is signed and received by LASD. Notwithstanding, annual rates shall be revised annually per Sections 8.2 and 11.3 of the MLESA.

LASD Approval By:

A/Captain Larry Waldie — UNIT COMMANDER NAME

SIGNATURE — DATE 7/8/19

Report Prepared By:

Clinton Skaggs — SERGEANT — 7/8/2019 DATE

City Approval By:

"I certify that I am authorized to make this commitment on behalf of the City."

CITY OFFICIAL NAME — SIGNATURE — DATE

Processed at CLEB By:

SERGEANT — DATE

ATTACHMENT A

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

CONTRACT CITY LAW ENFORCEMENT SERVICES

SERVICE LEVEL AUTHORIZATION (SH-AD 575)

DEPLOYMENT OF PERSONNEL

City: Compton **Fiscal Year:** 2019-2020 **Effective Date:** 7/1/2019

SERVICE UNIT	TOTAL UNITS PURCHASED	GENERAL LAW			TRAFFIC LAW			MOTOR DEP	SAD	D.B.	TEAM LEADER	TOTAL UNITS ASSIGNED
		EM	AM	PM	EM	AM	PM					
DEPUTY SHERIFF												
Non-Relief	**8.00**								8			**8**
40-Hour Unit	**0.00**											**0**
56-Hour Unit	**0.00**											**0**
70-Hour Unit	**32.00**	6	9	13	1	1	2					**32**
Motor (Non-Relief)	**2**							2				**2**
DEPUTY BONUS												
Non-Relief	**0**											**0**
40-Hour Unit	**0**											**0**
56-Hour Unit	**0**											**0**
70-Hour Unit	**0**											**0**
GROWTH DEPUTY												
Deputy	**0**											**0**
SAD	**0**											**0**
Bonus I	**0**											**0**
Motor (Non-Relief)	**0**											**0**
GRANT DEPUTY												
Deputy	**0**											**0**
SAD	**0**											**0**
Bonus I	**0**											**0**
Motor (Non-Relief)	**0**											**0**

Routine City Helicopter Billing Agreement	YES ☐	NO ☑
License Detail - Business License & Renewal Applications	YES ☐	NO ☑
License Detail - Acts on Violations Observed within the City	YES ☐	NO ☑
S.T.A.R. Deputy Program	YES ☐	NO ☑
Other Supplemental Services	YES ☐	NO ☑

NOTE: License Detail is billed on an hourly basis and billed monthly as service is provided.

	Sworn						
	Lieutenant	Sergeant	Bonus Deputy	Motor Deputy	Deputy	SAD	Total
Hours	0	3,578	0	3,578	131,112	0	138,268
Minutes	0	214,680	0	214,680	7,866,720	0	8,296,080
Personnel	0.000	2.000	0.000	2.000	73.280	0.000	77.280

	Civilian			
	SSO	LET/CSA/CA/PCO	Clerical	Total
Hours	3,578	1,789	0	5367
Minutes	214,680	107,340	0	322020
Personnel	2.000	1.000	0.000	3.000

FOR CONTRACT LAW ENFORCEMENT BUREAU USE ONLY			
BILLING MEMO REQUIRED AND SUBMITTED:	YES ☐	NO ☐	N/A ☐
(PERSONNEL TRANSACTION REQUEST) "PTR" REQUIRED AND SUBMITTED:	YES ☐	NO ☐	N/A ☐
ORGANIZATIONAL CHART REQUIRED AND SUBMITTED:	YES ☐	NO ☐	N/A ☐
DUTY STATEMENT REQUIRED AND SUBMITTED:	YES ☐	NO ☐	N/A ☐
SMS DEPLOYMENT CONTRACT UPDATED:	YES ☐	NO ☐	N/A ☐
MINUTE PROGRAM IN RAPS UPDATED:	YES ☐	NO ☐	N/A ☐

Initials

City Official: _____

Unit Commander: _____

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

CONTRACT CITY LAW ENFORCEMENT SERVICES

SERVICE LEVEL AUTHORIZATION (SH-AD 575)

PUBLIC SAFETY EQUIPMENT

CITY: Compton **FISCAL YEAR:** 2019-2020

START-UP VEHICLE					
VEHICLE TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST

EQUIPMENT					
MDC TYPE	YEAR	SERVICE CODE	#	RATE	TOTAL COST

ALPR WITH INSTALL	YEAR	SERVICE CODE	#	RATE	TOTAL COST
	Total Public Safety Equipment Cost:			**$**	-

Initials

City Official: _____

Unit Commander: _____