

**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  
Tuesday, September 17, 2019**

**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)**

**CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION**

**Contreras v. City of Compton, USDC Case No. 2:19-cv-00280-CAS-AFM**

**Keyes v. City of Compton, WCAB Case No. ADJ11321675**

**Pursuant to California Government Code Section 54956.9(a)**

**PUBLIC MEETING – 5:30 P.M.**

**OPENING**

**MOMENT OF SILENCE**

**PLEDGE OF ALLEGIANCE**

**REPORT ON CLOSED SESSION ACTION(S)**

**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. SEPTEMBER 3, 2019

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

2. Warrant Report - August 2019 (Receive and File)

**CITY FIRE DEPARTMENT**

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THIRTY-FOUR (34) MONTH PROFESSIONAL SERVICES AGREEMENT WITH ASHLEY SANELLO, M.D. FOR SERVICES AS MEDICAL DIRECTOR OF EMERGENCY MEDICAL SERVICES FOR THE CITY OF COMPTON FIRE DEPARTMENT (\$103,700)
4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THIRTY-FOUR (34) MONTH PROFESSIONAL SERVICES AGREEMENT WITH KRISTINA CREWS, RN TO PROVIDE NURSE EDUCATOR SERVICES FOR THE COMPTON FIRE DEPARTMENT AND ESTABLISH A PURCHASE ORDER (\$39,000.00)

**HUMAN RESOURCES**

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT

**PUBLIC WORKS DEPARTMENT**

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR JOHN L. HUNTER AND ASSOCIATES FOR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM COMPLIANCE PROGRAM SERVICES (\$255,000)

**REGULAR AGENDA**

**CITY MANAGER'S REPORT**

7. ACTION ITEM – REQUEST FOR CITY COUNCIL RATIFICATION TO WAIVE FACILITY FEES FOR USE OF DOLLARHIDE COMMUNITY CENTER FOR BARBARA YOUNG REPASS HELD ON AUGUST 30, 2019 (\$500.00)
8. ORAL REPORT - STREET MAINTENANCE UPDATE
9. ORAL REPORT - EMPLOYEE RECOGNITION (Carlin McFarlin - City Clerk's Office)

**UNFINISHED BUSINESS**

10. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 4-11 (PURCHASING SYSTEM)) OF CHAPTER IV OF THE COMPTON MUNICIPAL CODE (Second Reading)

**NEW BUSINESS**

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA FOR \$2,500,000 FOR GROUNDWATER PRODUCTION ASSESSMENT FEES FOR THE 2019-2020 FISCAL YEAR
12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE 2019-2020 FISCAL YEAR BUDGET TO AUTHORIZE THE TRANSFERS OF FUNDS INTO AND BETWEEN ACCOUNTS WITHIN THE PUBLIC WORKS DEPARTMENT BUDGET
13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING A FINANCE ADHOC COMMITTEE AND SELECTING TWO MEMBERS OF COUNCIL TO SERVE ON THIS COMMITTEE FOR THE 2019-2020 FISCAL YEAR

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF COMPTON AND SUPERION, LLC FOR MAINTENANCE SUPPORT FOR THE CITY'S FINANCIAL INFORMATION SYSTEM (ONESOLUTION MODULE) (\$280,621.55)

**COUNCIL COMMENTS**

**ADJOURNMENT**

*NEXT REGULAR MEETING: 9/24/2019 @ 5:30:00 PM*

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

## SEPTEMBER 3, 2019

The Compton City Council meeting was called to order at 5:41 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, Galvan, McCoy, Sharif, Brown**

**Council Members Absent – None**

**Other Officials Present: D. Brown, A. Godwin, D. Sanders, C. Cornwell**

### COMMENDATORY RESOLUTIONS/PRESENTATIONS

#### **1. RECOGNIZING VOLUNTEERS FOR ALLEY CLEAN-UP (COUNCILWOMAN MICHELLE CHAMBERS)**

The Mayor and City Council presented commendations and letters of recognition to the many community volunteers who participated in the Compton alley clean-up projects in the City of Compton. Councilmember Michelle Chambers and the City Council recognized ‘The Camp’ which engaged over 60 community members from all 4 Councilmatic Districts and participated in this wonderful community clean-up.

### **5:40 P.M. - PUBLIC HEARING - AMENDMENTS TO THE COMPTON MUNICIPAL CODE TO ALLOW ELECTRIFIED FENCING (Item #14)**

On motion by McCoy, seconded by Galvan, the hearing was opened at 5:49 p.m., by the following vote on roll call:

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

**NOES: Council Members - None**

**ABSENT: Council Members - None**

**Richard Rojas, Community Development Director**, presented the staff report stating that Electric Guard Dog, LLC is requesting to amend Section 30-44 of the Compton Municipal Code (CMC) (Zoning – Fencing Ordinance) to allow electrified fencing in the limited commercial, commercial manufacturing, light and heavy manufacturing zones citywide. On May 15, 2019, the Planning Commission completed a public hearing on the proposed changes to the fencing ordinance. After due consideration, the Planning Commission recommended that the City Council deny Zone Text Amendment Case Number 18-02. Mr. Rojas stated that emergency response personnel will be required to de-energize electrified fences before accessing a site and this necessity would cause a delay. In addition, the need to bypass two layers of fencing, energized or not, will slow response times and present an added safety hazard and liability for the city.

Mr. Rojas then indicated that it is Staff’s recommendation that the decision of the Planning Commission be upheld and deny the request for the amendment of Section 30-44 of the Compton Municipal Code.

### **AUDIENCE COMMENTS REGARDING THE PUBLIC HEARING**

**Keith Kaneko, representing Electric Guard Dog (EGD), LLC**, explained that his company provides solar-powered, electric security fencing, inside additional perimeter fencing, away from accidental touch. Mr. Kaneko indicated that the security fence is integrated with a non-electrified outdoor perimeter fence and alarm system.

Mr. Kaneko maintained that the system goes from ground all the way up to the top of the fence and delivers a pulsating electrical current for a very short duration of time. The system is visually transparent and there will be signage posted every 30 feet to alert people that there is a security

system behind the initial fencing. If anyone encounters the system, they have made a conscious effort to go through the non-electrified fencing.

Mr. Kaneko informed the City Council and residents that emergency personnel such as the Fire Department, medical services and law enforcement personnel will have access to a Lock Box Safe which contains building keys and will allow for emergency access to the secured property site. Any attempt to scale or touch the solar electric fence will activate the outdoor perimeter alarm system and a quick response from EGD's monitoring center, and further indicated that the system will act as an alarm and the property owner or business owner will receive a call from Electric Guard Dog.

Mr. Kaneko emphasized that there is a demonstrated need for this service, adding that this is the new age of electrified security systems which is sophisticated and medically safe.

**Robert Ray**, indicated that the Compton Municipal Code has declared for years that electrified fences are illegal. Mr. Ray urged the Council not to approve the request for electrified fencing.

**Craig Henry**, commented that he could understand and appreciate the pros and cons of electrified fencing and indicated that the brass around the city has been stripped down to nothing by thieves. Mr. Henry then stated that he can see installing electrical fencing around certain locations, adding that the laws can be changed in an effort to improve the city.

**Joyce Kelly**, indicated that the Fire Department, Sherriff's Department and the Planning Commission have all said "No." Ms. Kelly further urged the City Council to deny the request to allow electrified fencing.

**Lynn Boone**, commented that Compton is a Charter City, and our zoning regulations differ from General Law cities. Ms. Boone then noted that sometimes children do not read signs and may not be aware of the posted warnings regarding the electrified fencing. Ms. Boone encouraged the City Council to stay within the current laws.

There being no further public comments, It was moved by McCoy, seconded by Galvan, the public hearing was closed at 6:14 p.m., by the following vote on roll call:

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

#### **WAIVER OF AGENDA ORDER**

On motion by Sharif, seconded by Galvan, the agenda order 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**

14. A REQUEST OF ELECTRIC GUARD DOG LLC FOR ZONE TEXT  
AMENDMENT NO. 18-02 TO AMEND SECTION 30-44.3 OF THE COMPTON  
MUNICIPAL CODE TO ALLOW ELECTRIFIED FENCING IN THE LIMITED  
COMMERCIAL, COMMERCIAL MANUFACTURING, LIMITED AND HEAVY  
MANUFACTURING ZONES CITYWIDE

**Councilman Galvan** questioned what kind of safety precautions would be put in place to deter the homeless.

Mr. Kaneko responded that the system is not readily accessible to the law abiding public. He further stated that there are outside perimeter barriers, and then noted that Electric Guard Dog provides indemnity insurance and a 'hold harmless' clause for the City of Compton.

**Councilmember McCoy** questioned what would happen if a pet touches the electrified fencing.

Mr. Kaneko replied that the system is pulsed and operates at a lessor level than cattle yard fencing.

**Mayor Brown** commented that she cannot support utilizing electrical shock on people to protect property.

It was moved by Mayor Brown (who stepped from the Chair), seconded by Galvan to deny the application to amend Section 30-44.3 of the Compton Municipal Code, by the following vote on roll call:

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

**NOES:** Council Members - None

**ABSENT:** Council Members - None

### **PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS**

**Robert Ray**, Compton resident, stated that the City Charter was violated when Mr. Brown was appointed as City Attorney. Mr. Ray further stated that when Mr. Cornwell resigned as City Attorney he was required by law to wait for one full year before he is eligible to be hired as City Manager. He also commented that the City Manager's contract has not been made available to the public. Mr. Ray also spoke regarding the citywide cameras, indicating that last year a company was hired to maintain the cameras, and this year the Council hired another company, however, the cameras are still not working.

**Benjamin Holifield**, President/Founder Compton Business Chamber of Commerce, stated that Compton must be a safe, clean and friendly city and further noted that each person must be responsible for cleaning up the city. Mr. Holifield thanked the City Council for voting against electrified fencing, and further indicated that the City Council must add activities such as a theater, bowling alley and cultural events for the community. Mr. Holifield also thanked the Council for demolishing the dilapidated building on Compton Boulevard and announced that we all wish to make Compton Great Again!

**Martin Miller**, Compton resident, requested that the city require increased Sheriffs' patrol near the area of Stockwell and Grandee Avenue, stating that there are minors drag racing every Sunday without license plates along the streets. Mr. Miller urged the Council to work with other cities to capitalize on the entertainment industry and bring in dollars to the community.

**Karen Collins-Lewis**, Compton resident, apologized for her animation during her comments at the previous City Council meeting when she spoke on the topic of fireworks. Ms. Collins-Lewis then requested an update regarding illegal fireworks, as they are a continual nuisance in her neighborhood.

**City Manager Cornwell** stated that there are several options regarding fireworks which may be presented, including a Measure to ban the sale of fireworks. Mr. Cornwell also offered that the fireworks ordinance may be amended by the City Council.

**Councilman Galvan** urged the Council to require Sheriff's Deputies to cite those violating the laws, which could generate money for the city.

**Askari King**, Compton resident, expressed the spirit and consciousness of Compton. Mr. King thanked 'The Camp' for the fine work they are doing in the city, and further indicated that it was a great feeling of community engagement to clean up the city and build a positive synergy in Compton. Mr. King further stated that there must be more of an engagement between the community and the City Council, as the people of the community are dealing with the affects of the decisions made by the Council. He concluded by urging the City Council to inform the community of what is taking place in the city.

**Mike King**, Compton resident, thanked the Council for demolishing the dilapidated building on Compton Boulevard. Mr. King further requested that the city provide assistance to alleviate the rodent infestation near his home which increased significantly after the building was demolished.

Mr. King then recounted an incident whereby his brother was involved in a traffic collision and his Mother attempted to obtain video footage of the incident and was informed by the Sheriff's Department that she would have to climb up the pole housing the camera to view the footage.

**Cynthia King**, Compton resident, spoke regarding the traffic collision involving her brother, and stated that the Compton Sheriff's Department's accident report contained crucial errors and inconsistencies. Ms. King requested that the Sheriff's Department increase their accuracy when preparing and filing incident reports.

**Mayor Brown** requested that the City Manager retrieve the footage relative to the incident in question and provide it to the citizens.

**Maria Villareal**, CEO of the Latino Chamber of Commerce, thanked City Manager Craig Cornwell for cleaning the lot near the new restaurant on Compton Boulevard. Ms. Villareal then noted that everyone is addressing the litter problem and thanked everyone for their involvement in improving the city. Ms. Villareal then informed the City Council that the street sweeping signs on Alondra between Central and Oleander prohibit parking on both sides of the street on the same day. Ms. Villareal requested that the signs be changed to allow for street sweeping on each side of Alondra Boulevard on alternate days, which will greatly assist the residents. Ms. Villareal invited the community to attend the 2<sup>nd</sup> Annual *Taste of Compton* event on October 26, 2019 from 11 a.m. to 6 p.m.

**Adolpho Varas**, Executive Director of the Latino Chamber of Commerce (LCC), presented a Financial Report for the 2<sup>nd</sup> Annual *Taste of Compton*, indicating that the Latino Chamber raised \$11,000 in 3 weeks. Mr. Varas then noted that the Latino Chamber of Commerce is in favor of total transparency, which will assist the city in moving forward, further adding that the LCC is present in Compton to indulge in positivity to unify the community and businesses as one. Mr. Varas requested that the Council and community support the LCC with passion, dedication and unity, adding that we all share the same vision for the betterment of Compton.

**Courtney Scott**, Latino Chamber of Commerce, introduced herself and expressed her enthusiasm for to work with and assist the community via the LCC. Ms. Scott continued that the LCC is driven with purpose to make sure that the 2<sup>nd</sup> Annual Taste of Compton is successful and also noted that the LCC is committed to represent the city with pride, sincerity and the utmost integrity.

**James Liggins**, Compton resident, commented that the potholes are ruining his street. He indicated that trash and debris are everywhere around the city, which have caused his property value to depreciate and affect the quality of his life. Mr. Liggins urged the Council to work together and produce a vision to improve the entire city. Mr. Liggins felt that the City Council should be properly compensated and the pay increases should be re-visited after the City Council improves the city.

**Joyce Kelly**, Compton resident, indicated that the people are entitled to speak before each item on the agenda. Ms. Kelly also indicated that in her opinion, the City Manager is wearing two hats. Ms. Kelly urged the Council to follow the rules and laws of the City Charter. Ms. Kelly also indicated that the City Council should have acknowledged deceased resident, Lonnie Cox by presenting the family with a commendation.

**Lynn Boone**, Compton resident, referenced comments made at the July 23, 2019 City Council meeting and highlighted the timeline regarding the newly appointed City Attorney's voter registration documents. Ms. Boone alleged that there are inconsistencies surrounding the dates for the City Attorney's voter registration affidavit, which disqualify him to serve. Ms. Boone then questioned the City Manager's contract relative to 'other legal duties,' and added that the city will be required to pay the City Manager extra for legal actions he performs. Ms. Boone referenced the City Charter which states that any jobs assigned to elected officials cannot be assigned to anyone else. Ms. Boone urged the residents to carefully scrutinize the City Manager's contract.

**Marjorie Shipp**, Compton resident, indicated that there is a lot of work to be done and improvements needed in the community. Ms. Shipp stated that she called City Hall during the August recess, and the phones lines were not properly manned. Ms. Shipp further indicated that

she has called the Public Works Department on numerous occasions, however, no one answers the phone lines. She then noted some parts of the city are beginning to look like a third world country, and urged the City Council to demand that the Department Heads do their jobs, and be held accountable. Ms. Shipp emphasized that the people in this community deserve better service and a clean environment in which to live and prosper.

**Norchelle Brown**, Congresswoman Nannette Diaz Barragan's Field Representative, announced the 2<sup>nd</sup> Annual Jobs Fair on Friday, September 6, 2019 from 9 a.m. to 1 p.m. at Lynwood High School Gymnasium located at 4050 W. Imperial Highway, Lynwood. Ms. Brown further indicated that employers, businesses and agencies will be in attendance to offer job opportunities as well as paid internships, work-based training and other employment programs. Ms. Brown introduced the Congresswoman Barragan's Chief of Staff, Robert Primus to the Council and community.

**Craig Henry**, Compton resident, commented that the cemeteries around the city are in horrendous condition. Mr. Henry informed the Council that he had family members visiting him recently and they expressed a desire to visit his Mother's grave site, however, he was absolutely embarrassed to take his visitors to Angeles Abbey. Mr. Henry urged the Council to provide an update on the status of the progress and digress of the upkeep and maintenance of the cemeteries.

### **CONSENT AGENDA**

**Councilmember Sharif** requested that Item Number 7 be voted on separately

**City Manager Craig Cornwell** requested that Item Number 13 be held over for next week.

### **APPROVAL OF MINUTES**

- 2. JULY 09, 2019 (*Approved*)
- JULY 16, 2019 (*Approved*)
- JULY 23, 2019 (*Approved*)

### **CITY MANAGER/CITY ATTORNEY/CITY CONTROLLER/CITY TREASURER REPORTS**

- 3. INVESTMENT REPORT - JUNE 30, 2019 (*Received and filed*)
- 4. FINANCIAL REPORT - MAY 2019 (*Received and filed*)
- 5. FINANCIAL REPORT - APRIL 2019 (*Received and filed*)
- 6. WARRANT REPORT - JULY 2019 (*Receive and filed*)

### **CITY FIRE DEPARTMENT**

- 8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING A PURCHASE ORDER WITH SOUTH COAST EMERGENCY VEHICLE SERVICE (PIERCE) FOR MAINTENANCE AND REPAIRS OF EMERGENCY FIRE APPARATUS (\$85,000.00) (**Approved Resolution Number 25,098**)
- 9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A 3-YEAR AGREEMENT WITH KJ CONSULTANTS TO PROVIDE FIRE PLAN CHECK SERVICES FOR THE COMPTON FIRE DEPARTMENT (\$50,000.00) (**Approved Resolution Number 25,099**)
- 10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER WITH THE JANKOVICH COMPANY TO PROVIDE DIESEL FUEL, MOTOR COOLANT AND MOTOR LUBRICANTS FOR THE COMPTON FIRE DEPARTMENT FOR \$120,000.00 (**Approved Resolution Number 25,100**)

## **GENERAL SERVICES**

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AWARDING A CONTRACT TO SERVPRO OF DOWNEY/MONTEBELLO FOR THE ABATEMENT OF ASBESTOS AND LEAD AT THE COMPTON SHERIFF'S STATION LOCATED AT 301 SOUTH WILLOWBROOK AVENUE (\$50,675.52) **(Approved Resolution Number 25,101)**

## **PUBLIC WORKS DEPARTMENT**

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE TITLE VI PROGRAM UPDATE PURSUANT TO THE CIVIL RIGHTS ACT OF 1964 AND AUTHORIZING THE CITY MANAGER TO SUBMIT THE REPORT TO THE FEDERAL TRANSPORTATION ADMINISTRATION **(Approved Resolution Number 25,102)**

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO THE 2016 FEDERAL TRANSPORTATION EARMARK EXCHANGE PROGRAM LOCAL FUND AGREEMENT WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) TO PROVIDE FUNDING FOR THE DEVELOPMENT AND REHABILITATION OF THE COMPTON CREEK BIKEWAY PROJECT ***(Removed from agenda by City Manager)***

On motion by McCoy, seconded by Sharif, the consent agenda was approved 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 7:21 p.m. and returned at 7:24 p.m.)*

## **CITY CONTROLLER**

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE POSITION CLASSIFICATION PLAN TO AMEND THE CLASSIFICATION SPECIFICATIONS OF BUSINESS LICENSE SUPERVISOR

**Councilmember Sharif** asked whether there is a Director present in the Business License Department.

**City Manager Cornwell** report that the entire division reports to the City Controller.

On motion Sharif, seconded by the **Resolution Number 25,103** entitled 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE POSITION CLASSIFICATION PLAN TO AMEND THE CLASSIFICATION SPECIFICATIONS OF BUSINESS LICENSE SUPERVISOR' was approved by the following vote on roll call:

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

## **REGULAR AGENDA**

### **CITY MANAGER'S REPORT**

15. A REQUEST TO SCHEDULE A PUBLIC HEARING TO RECEIVE COMMENTS ON THE CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FISCAL YEAR 2018-2019 (September 24, 2019 at 5:35 p.m.)

On motion by Sharif, seconded by McCoy, the hearing was scheduled for **September 24, 2019 at 5:35 p.m.** by the following vote on roll call:

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

#### 16. ORAL REPORT

**City Manager Cornwell** presented an oral report and power point presentation report regarding the street improvements and projects taking place in the city.

**Mayor Brown** requested that the City Manager bring forth a comprehensive strategy to clean up the City.

#### **NEW BUSINESS**

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE RENEWAL OF THE CONTRACTUAL AGREEMENTS WITH ALL CITY MANAGEMENT SERVICES, INC. AND COMPTON UNIFIED SCHOOL DISTRICT REGARDING THE PROVISION OF CROSSING GUARD SERVICES AND THE ESTABLISHMENT OF A PURCHASE ORDER FOR FISCAL YEAR 2019-2020 (\$391.897.35)

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

There was discussion among the Councilmembers regarding the rationale and legality surrounding the city's financial obligation for crossing guard services for the Compton Unified School District.

**Mayor Brown** requested a legal opinion from the City Attorney regarding this agreement.

**City Attorney Brown** reported that he would provide a legal opinion in approximately two weeks.

**Resolution Number 25,104** entitled 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE RENEWAL OF THE CONTRACTUAL AGREEMENTS WITH ALL CITY MANAGEMENT SERVICES, INC. AND COMPTON UNIFIED SCHOOL DISTRICT REGARDING THE PROVISION OF CROSSING GUARD SERVICES AND THE ESTABLISHMENT OF A PURCHASE ORDER FOR FISCAL YEAR 2019-2020' 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**

18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE PURPOSE OF PAYING THE FEES TO PARTICIPATE IN DISCUSSIONS FOR THE I-710 CORRIDOR AND ATLANTIC AVENUE CORRIDOR STUDIES FOR FISCAL YEAR 2019-2020 IN AN AMOUNT NOT TO EXCEED \$31,551.79

On motion by McCoy, seconded by Sharif, **Resolution Number 25,105** entitled 'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE PURPOSE OF PAYING THE FEES TO PARTICIPATE IN DISCUSSIONS FOR THE I-710 CORRIDOR AND ATLANTIC AVENUE CORRIDOR STUDIES FOR FISCAL YEAR 2019-2020 IN AN AMOUNT NOT TO EXCEED \$31,551.79' 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

19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER OF INTENT WITH THE LOS ANGELES DODGERS FOUNDATION TO REFURBISH JACKIE ROBINSON STADIUM LOCATED AT 1101 WEST CRESSEY STREET, COMPTON, CALIFORNIA

On motion by McCoy, seconded by Galvan, **Resolution Number 25,106** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER OF INTENT WITH THE LOS ANGELES DODGERS FOUNDATION TO REFURBISH JACKIE ROBINSON STADIUM LOCATED AT 1101 WEST CRESSEY STREET, COMPTON, CALIFORNIA**’ 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

20. 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, RATIFYING THE AUTHORIZATION FOR RAMONA, INC. TO CONDUCT EMERGENCY SEWER REPAIRS AT ELM STREET AND VAN NESS AVENUE AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER (\$103,675)

On motion by Galvan, seconded by Chambers, **Resolution Number 25,107** entitled ‘**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, RATIFYING THE AUTHORIZATION FOR RAMONA, INC. TO CONDUCT EMERGENCY SEWER REPAIRS AT ELM STREET AND VAN NESS AVENUE AND AUTHORIZING THE ISSUANCE OF 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

### **COUNCIL COMMENTS**

**Councilperson Chambers offered the following communications/announcements:**

- Welcomed the new City Attorney Damon Brown to the City of Compton.
- Thanked City Manager Cornwell for the excellent oral report on the many tasks and accomplishments performed during the August recess, as well as the ongoing city improvement projects.
- Requested that the City Manager address the issue of improved customer service to the residents of Compton.
- Thanked everyone for attending and participating in her very first Town Hall Meeting and offered that she is excited about the enthusiasm and well-wishes expressed to her regarding the plans for improvements in the First District.
- Invited the community to volunteer to serve the 16<sup>th</sup> Annual Compton Veterans’ Stand down scheduled for September 14 – 16, 2019 beginning at 6 a.m. at 700 North Alameda Street (Career Link site)--there will be medical, dental and visual health screenings along with many other vital services for the Veterans.

**Councilperson Galvan offered the following communications/announcements:**

- Invited the community to participate in the 2nd District's community clean-up on September 21, 2019 beginning at 9 a.m.
- Reported a large pothole in front of the business located at 221 N. Long Beach Boulevard.
- Informed the City Manager that he has received numerous complaints regarding the homeless encampments around the local parks as well as Rosecrans Boulevard near Long Beach Boulevard.
- Requested increased Sheriff's patrol at the homeless encampment at Leuders Park for the safety of the children of Compton.

*(Councilman Galvan exited the meeting at 8:05 p.m.)*

**Councilperson McCoy offered the following communications/announcements:**

- Requested that the City Manager send written notification to the Food 4 Less Grocery Store demanding that the company clean their sidewalks and the surrounding area of their establishment.
- Requested an update on the improvements of Spectrum Channel 36.
- Invited the community to attend the free Movie in the Park event featuring 'Wonderlust' beginning at 4 p.m., September 7, 2019 at Burrell MacDonald Park, 2516 W. Alondra Boulevard.
- Adjourn in memory of **Jurley Andres**

**Councilperson Sharif offered the following communications/announcements:**

- Requested a status update regarding the replacement of missing signage around the city.
- Invited the community to attend her 4th District Community Town Hall meeting scheduled for September 18, 2019 from 6:00 p.m. to 8:00 p.m. at Kelly Park, 2319 E. Caldwell Street---topics of discussion will be Sheriff's Crime Report, City Manager's update, the grand re-opening of South Park as well as other pertinent points of discussion.
- Requested that the City Manager send a letter to the owners of Burger King urging them to clean up the area and improve the perimeter lighting in the area.
- Thanked the City Manager and his Staff for addressing and eliminating the illegal dumping around the city.

**Mayor Brown offered the following communications/announcements:**

- Mayor Brown repeated her request that the Council agendaize a yearly performance review and evaluation pertaining to the City Manager and the City Controller.
- Mayor Brown suggested that the City Manager present the parameters for the Finance Committee for the Council's consideration in conjunction with a comprehensive assessment of the various boards, committees and commissions.
- Mayor Brown suggested that the City Manager agendaize a bi-monthly report from the Public Works Department regarding street repairs and illegal dumping.

- Mayor Brown welcomed the new City Attorney Damon Brown to the Dias, adding that she is truly inspired by the enthusiasm and positive energy illuminating in the City of Compton.
- Mayor Brown requested that the meeting be adjourned in memory of Compton Employee **Garry Francis**. Mr. Francis was Director of the IT Department and will be truly missed by the entire City Hall Family and community. Mayor Brown extended her heartfelt condolences to the Francis family.

### **ADJOURNMENT**

On motion by McCoy, seconded by Sharif the meeting was adjourned in memory of **Jurley Andres, John Smith, Audrey Jackson** and **Garry Francis** at 8:31 p.m. by the following vote on roll call:

**AYES: Council Members - Chambers, McCoy, Sharif, Brown**

**NOES: Council Members - None**

**ABSENT: Council Members - Galvan**

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**CITY CLERK OF THE CITY OF COMPTON**

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**MAYOR OF THE CITY OF COMPTON**

**REPORT OF ALL WARRANTS  
AUGUST 2019**

**CITY CONTROLLER'S OFFICE  
RAFAELA T. KING**

## AUGUST 31, 2019

**To:** MAYOR, CITY COUNCIL, AND CITY MANAGER  
**From:** CITY CONTROLLER  
**Re:** REPORT OF WARRANTS AUGUST 2019

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

|                                               |                   |                                 |
|-----------------------------------------------|-------------------|---------------------------------|
| Total of AP Warrants per Check Register:      | \$5,167,529.39    |                                 |
| Total of Auto/EP Deposits per Check Register: | \$3,075,556.36    |                                 |
| Total of SA per Check Register:               | <u>\$ 0.00</u>    | <u>\$8,243,085.75</u>           |
| Add City Employee Payroll:                    | \$3,342,864.00    |                                 |
| Add Council Member Payroll:                   | <u>\$6,500.00</u> | <u>\$3,349,364.00</u>           |
|                                               | Grand Total:      | <u>\$11,592,449.75</u><br>===== |

|                    |        |
|--------------------|--------|
| Beginning Warrant: | 250595 |
| Ending Warrant:    | 250951 |

|                        |     |
|------------------------|-----|
| Total Warrants Issued: | 357 |
|------------------------|-----|

|                         |       |
|-------------------------|-------|
| Beginning Auto Deposit: | 64921 |
| Ending Auto Deposit:    | 65269 |

|                             |     |
|-----------------------------|-----|
| Total Auto Deposits Issued: | 349 |
|-----------------------------|-----|

|                                     |      |
|-------------------------------------|------|
| Beginning Successor Agency Warrant: | None |
| Ending Successor Agency Warrant:    | None |

|                         |   |
|-------------------------|---|
| Total SA checks Issued: | 0 |
|-------------------------|---|

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Lynda Glasgow  
Accounting Specialist

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Rafaela T. King  
City Controller

## Certification of Warrant Register for August 2019

### Warrants:

250595 - 250600  
250601 - 250601  
250602 - 250651  
250652 - 250658  
250659 - 250701  
250702 - 250716  
250717 - 250758  
250759 - 250786  
250787 - 250793  
250794 - 250823  
250824 - 250825  
250826 - 250862  
250863 - 250863  
250864 - 250913  
250914 - 250951

### Auto Deposits:

64921 - 64921  
64922 - 64922  
64923 - 65267  
65268 - 65269

### Successor Agency Warrants:

None

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Lynda Glasgow  
Accounting Specialist

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Rafaela T. King  
City Controller

August-19

GENERAL CITY ACCOUNT

\*EFT = ELECTRONIC FUNDS TRANSFER

\*EP = ELECTRONIC PAYMENT

\*SA = SUCCESSOR AGENCY

# CASH DISBURSEMENT

August-19

| DATE      | CHECK NUMBERS   | # OF CHECKS | # OF TRANS | AMT TOTALS    |
|-----------|-----------------|-------------|------------|---------------|
| 8/1/2019  | GL12526-GL12538 | 13          |            | \$ 22,142.89  |
| 8/8/2019  | GL12539-GL12542 | 4           |            | \$ 4,458.75   |
| 8/15/2019 | GL12543-GL12548 | 6           |            | \$ 9,547.76   |
| 8/22/2019 | GL12549-GL12555 | 7           |            | \$ 5,812.29   |
| 8/29/2019 | GL12556-GL12561 | 6           |            | \$ 2,399.69   |
|           |                 |             |            |               |
|           |                 |             | TOTAL      | \$ 44,361.38  |
|           |                 |             |            |               |
|           |                 |             |            |               |
| 8/1/2019  | WC80990-WC81032 | 43          |            | \$ 9,519.45   |
| 8/8/2019  | WC81033-WC81077 | 45          |            | \$ 11,996.22  |
| 8/15/2019 | WC81078-WC81098 | 21          |            | \$ 11,861.27  |
| 8/22/2019 | WC81099-WC81152 | 54          |            | \$ 17,883.60  |
| 8/29/2019 | WC81153-WC81204 | 52          |            | \$ 7,634.80   |
|           |                 |             |            |               |
|           |                 |             |            |               |
|           |                 |             | TOTAL      | \$ 58,895.34  |
|           |                 |             |            |               |
|           |                 |             |            |               |
|           |                 |             |            |               |
|           |                 |             |            |               |
| TOTALS    |                 | 251         |            | \$ 103,256.72 |
|           |                 |             |            |               |
|           |                 |             |            |               |
|           |                 |             |            |               |
|           |                 |             |            |               |
|           |                 |             |            |               |
|           |                 |             |            |               |
|           |                 |             |            |               |
|           |                 |             |            |               |

## RISK MANAGEMENT

\*GL = GENERAL LIABILITY CHECKS

\*WC = WORKER'S COMPENSATION CHECKS

# AP WARRANTS

## VOIDS ORIGINATING AUGUST 2019

| CHECK NUMBER | CHECK DATE | VOID DATE | CHECK AMOUNT | VOID REASON               |
|--------------|------------|-----------|--------------|---------------------------|
| 250738       | 8/19/2019  | 8/21/2019 | \$ 88.56     | Wrong address in system   |
| 250750       | 8/19/2019  | 8/21/2019 | \$ 669.48    | Name incomplete in system |
| 250776       | 8/20/2019  | 8/21/2019 | \$ 2,442.00  | Check for wrong amount    |
| 250791       | 8/20/2019  | 8/21/2019 | \$ 268.91    | Printer jam               |
| 250792       | 8/20/2019  | 8/21/2019 | \$ 33,503.98 | Printer jam               |
| 250793       | 8/20/2019  | 8/21/2019 | \$ 508.29    | Printer jam               |
| 250822       | 8/21/2019  | 8/22/2019 | \$ 9,532.41  | Wrong amount paid         |
| 250864       | 8/27/2019  | 8/28/2019 | \$ 869.87    | Incorrect amount          |
| 250893       | 8/27/2019  | 8/28/2019 | \$ 49.30     | Incorrect address         |

SUBTOTAL \$ 47,932.80

## VOIDS ISSUED PRIOR TO AUGUST 2019

| CHECK NUMBER | CHECK DATE | VOID DATE | CHECK AMOUNT | VOID REASON                 |
|--------------|------------|-----------|--------------|-----------------------------|
| 250509       | 7/23/2019  | 8/5/2019  | \$ 125.00    | No back-up                  |
| 250410       | 7/18/2019  | 8/20/2019 | \$ 500.00    | Vendor never received check |
| 250582       | 7/30/2019  | 8/22/2019 | \$ 2,475.00  | Duplicate payment           |
| 248495       | 3/5/2019   | 8/26/2019 | \$ 240.20    | Stale dated-reissued        |

SUBTOTAL \$ 3,340.20

# AUTO DEPOSITS

## VOIDS ORIGINATING IN AUGUST 2019

| EFT NUMBER | EFT DATE | VOID DATE | EFT AMOUNT | VOID REASON |
|------------|----------|-----------|------------|-------------|
|------------|----------|-----------|------------|-------------|

SUBTOTAL \$ -

VOIDS ISSUED PRIOR TO AUGUST 2019

| EFT NUMBER | EFT DATE  | VOID DATE | EFT AMOUNT      | VOID REASON                       |
|------------|-----------|-----------|-----------------|-----------------------------------|
| 64919      | 7/31/2019 | 8/28/2019 | \$ 4,724,759.00 | Rejected by bank- over wire limit |
|            |           | SUBTOTAL  | \$ 4,724,759.00 |                                   |

SUCCESSOR AGENCY

| SA NUMBER | SA DATE | VOID DATE | SA AMOUNT | VOID REASON |
|-----------|---------|-----------|-----------|-------------|
|-----------|---------|-----------|-----------|-------------|

SUBTOTAL \$ -

|                                                          |    |                |
|----------------------------------------------------------|----|----------------|
| TOTAL AMT VOIDED                                         | \$ | 4,776,032.00   |
| TOTAL NUMBER OF CHECKS VOIDED                            |    | 14             |
| TOTAL AMT OF WARRANTS VOIDED ORIGINATING IN AUGUST       |    | \$47,932.80    |
| TOTAL NUMBER OF WARRANTS VOIDED ORIGINATING IN AUGUST    |    | 9              |
| TOTAL AMT OF WARRANTS VOIDED PRIOR TO AUGUST             | \$ | 3,340.20       |
| TOTAL NUMBER OF WARRANTS VOIDED PRIOR TO AUGUST          |    | 4              |
| TOTAL AMT OF AUTO DEPOS. VOIDED ORIGINATING IN AUGUST    |    | \$0.00         |
| TOTAL NUMBER OF AUTO DEPOS. VOIDED ORIGINATING IN AUGUST |    | 0              |
| TOTAL AMT OF AUTO DEPOS. VOIDED PRIOR TO AUGUST          |    | \$4,724,759.00 |
| TOTAL NUMBER OF AUTO DEPOS. VOIDED PRIOR TO AUGUST       |    | 1              |
| TOTAL AMT OF SUCCESSOR AGENCY VOIDED IN AUGUST           |    | \$0.00         |
| TOTAL NUMBER OF SUCCESSOR AGENCY VOIDED IN AUGUST        |    | 0              |

# City of Compton Consolidated Checks Register

08/01/2019 to 08/31/2019

Job Number: 1378510

| Check           | Payee ID | Payee Name                         | Check Date | Cancel Date | Reverse Date | State Date | Status | BK Job # | Check Amount |
|-----------------|----------|------------------------------------|------------|-------------|--------------|------------|--------|----------|--------------|
| AP CHK 00250595 | 10009259 | AZIZA BERRY                        | 08/01/19   |             |              |            | IS     | 1378510  | \$1,250.00   |
| AP CHK 00250596 | 10009254 | CHARLES DEAN                       | 08/01/19   |             |              |            | IS     | 1378510  | \$300.00     |
| AP CHK 00250597 | 10006459 | MARIA S LOPEZ                      | 08/01/19   |             |              |            | IS     | 1378510  | \$596.00     |
| AP CHK 00250598 | T14311   | LEE NG                             | 08/01/19   |             |              |            | IS     | 1378510  | \$329.61     |
| AP CHK 00250599 | 10009258 | UNICA LUNA VALDEZ                  | 08/01/19   |             |              |            | IS     | 1378510  | \$800.00     |
| AP CHK 00250600 | 10002845 | KENNETH WILSON                     | 08/01/19   |             |              |            | IS     | 1378510  | \$2,100.00   |
| AP CHK 00250601 | 10007648 | CONSOLIDATED DISPOSAL SERVICES LLC | 08/01/19   |             |              |            | IS     | 1378689  | \$869,544.24 |
| AP CHK 00250602 | 10008784 | ABOVE ALL CATERING INC             | 08/06/19   |             |              |            | IS     | 1379699  | \$66.15      |
| AP CHK 00250603 | 00012510 | LAURENCE ADAMS                     | 08/06/19   |             |              |            | IS     | 1379699  | \$1,042.93   |
| AP CHK 00250604 | 10002636 | AT&T                               | 08/06/19   |             |              |            | IS     | 1379699  | \$540.52     |
| AP CHK 00250605 | 10007691 | AT&T                               | 08/06/19   |             |              |            | IS     | 1379699  | \$293.50     |
| AP CHK 00250606 | 10007588 | AT&T MOBILITY II LLC               | 08/06/19   |             |              |            | IS     | 1379699  | \$3,588.36   |
| AP CHK 00250607 | 00120870 | CA CONTRACT CITIES ASSOC           | 08/06/19   |             |              |            | IS     | 1379699  | \$5,300.00   |
| AP CHK 00250608 | 10009061 | CALIFORNIA PROFESSIONAL            | 08/06/19   |             |              |            | IS     | 1379699  | \$66,082.95  |
| AP CHK 00250609 | 10008810 | CALIFORNIA SOCIETY OF CERTIFIED    | 08/06/19   |             |              |            | IS     | 1379699  | \$1,910.00   |
| AP CHK 00250610 | 00241781 | DAVEY CAR WASH & DETAILING         | 08/06/19   |             |              |            | IS     | 1379699  | \$394.00     |
| AP CHK 00250611 | 00255350 | DEPARTMENT OF TRANSPORTATION       | 08/06/19   |             |              |            | IS     | 1379699  | \$3,351.78   |
| AP CHK 00250612 | T17139   | DREW CHILD DEVELOPMENT CORP        | 08/06/19   |             | 08/07/19     |            | RV     | 1379699  | \$750.00     |
| AP CHK 00250613 | 00835060 | DS SERVICES OF AMERICA INC         | 08/06/19   |             |              |            | IS     | 1379699  | \$160.33     |
| AP CHK 00250614 | 10009196 | ELITE ELEVATOR SERVICE             | 08/06/19   |             |              |            | IS     | 1379699  | \$3,750.00   |
| AP CHK 00250615 | T18287   | WILLIAM ERVIN                      | 08/06/19   |             |              |            | IS     | 1379699  | \$250.00     |
| AP CHK 00250616 | 10007552 | EVAN BROOKS ASSOCIATES INC         | 08/06/19   |             |              |            | IS     | 1379699  | \$15,750.00  |
| AP CHK 00250617 | 10008945 | FAMFOUR2K                          | 08/06/19   |             |              |            | IS     | 1379699  | \$229.37     |
| AP CHK 00250618 | 00292880 | FEDERAL EXPRESS CORP               | 08/06/19   |             |              |            | IS     | 1379699  | \$58.48      |
| AP CHK 00250619 | 10008457 | FRONTIER CALIFORNIA INC            | 08/06/19   |             |              |            | IS     | 1379699  | \$90.52      |
| AP CHK 00250620 | 00336736 | GOLDEN STATE WATER CO              | 08/06/19   |             |              |            | IS     | 1379699  | \$59.65      |
| AP CHK 00250621 | 10002684 | GovConnection                      | 08/06/19   |             |              |            | IS     | 1379699  | \$9,797.04   |
| AP CHK 00250622 | 10008354 | JOANNE HARTFIELD                   | 08/06/19   |             |              |            | IS     | 1379699  | \$50.00      |
| AP CHK 00250623 | 10001867 | MICHAEL HARVEY                     | 08/06/19   |             |              |            | IS     | 1379699  | \$1,061.45   |
| AP CHK 00250624 | 10004433 | FRANCES D HAYES                    | 08/06/19   |             |              |            | IS     | 1379699  | \$50.00      |
| AP CHK 00250625 | 10004439 | FRED HOBBS                         | 08/06/19   |             |              |            | IS     | 1379699  | \$50.00      |
| AP CHK 00250626 | 10007235 | J A SALAZAR CONST & SUPPLY CORP    | 08/06/19   |             |              |            | IS     | 1379699  | \$55,323.25  |
| AP CHK 00250627 | 10003365 | THE JANKOVICH COMPANY              | 08/06/19   |             |              |            | IS     | 1379699  | \$50,568.13  |

User: DYOUNG - Dorothea Young

Report: BK3005A - BK3005A: Consolidated Check Register - Dates

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Current Date: 09/10/2019  
Current Time: 10:21:35

# City of Compton Consolidated Checks Register

08/01/2019 to 08/31/2019

Job Number:

1379699

| Check           | Payee ID | Payee Name                      | Check Date | Cancel Date | Reverse Date | State Date | Status | BK Job # | Check Amount |
|-----------------|----------|---------------------------------|------------|-------------|--------------|------------|--------|----------|--------------|
| AP CHK 00250628 | 10005623 | KOA CORPORATION                 | 08/06/19   |             |              |            | IS     | 1379699  | \$5,811.50   |
| AP CHK 00250629 | 10009257 | LARRY BURNELL MOORE             | 08/06/19   |             |              |            | IS     | 1379699  | \$340.00     |
| AP CHK 00250630 | 10005496 | LEAGUE OF CALIF CITIES          | 08/06/19   |             |              |            | IS     | 1379699  | \$1,312.50   |
| AP CHK 00250631 | 10009260 | DAMION LOWE                     | 08/06/19   |             |              |            | IS     | 1379699  | \$100.00     |
| AP CHK 00250632 | 10008869 | MARK KADESH                     | 08/06/19   |             |              |            | IS     | 1379699  | \$8,000.00   |
| AP CHK 00250633 | T13472   | DAMIEN MOORE                    | 08/06/19   |             |              |            | IS     | 1379699  | \$53.86      |
| AP CHK 00250634 | 10007898 | NESTLE WATERS NORTH AMERICA     | 08/06/19   |             |              |            | IS     | 1379699  | \$749.89     |
| AP CHK 00250635 | 10008741 | SUSAN PRIVITERA-JOHNSON         | 08/06/19   |             |              |            | IS     | 1379699  | \$1,497.50   |
| AP CHK 00250636 | 10005980 | QUILL CORPORATION               | 08/06/19   |             |              |            | IS     | 1379699  | \$74.48      |
| AP CHK 00250637 | 10009261 | STUART REYBURN                  | 08/06/19   |             |              |            | IS     | 1379699  | \$127,150.00 |
| AP CHK 00250638 | 10008847 | RUSH TRUCK CENTERS WHITTIER     | 08/06/19   |             |              |            | IS     | 1379699  | \$872.32     |
| AP CHK 00250639 | 00811270 | SO CA EDISON                    | 08/06/19   |             |              |            | IS     | 1379699  | \$204,401.69 |
| AP CHK 00250640 | 10005209 | SOUTHERN CALIF ASSOC OF         | 08/06/19   |             |              |            | IS     | 1379699  | \$9,966.00   |
| AP CHK 00250641 | 00815000 | SOUTHERN CALIFORNIA GAS COMPANY | 08/06/19   |             |              |            | IS     | 1379699  | \$3,995.32   |
| AP CHK 00250642 | 10007531 | STEPHAN JONES ELECTRICAL        | 08/06/19   |             |              |            | IS     | 1379699  | \$641.12     |
| AP CHK 00250643 | 10004263 | STRATEGIC COUNSEL PLC           | 08/06/19   |             |              |            | IS     | 1379699  | \$7,500.00   |
| AP CHK 00250644 | 10008458 | SWIFT OIL & VACUUM INC          | 08/06/19   |             |              |            | IS     | 1379699  | \$475.00     |
| AP CHK 00250645 | 10009201 | SYNCHRONY BANK                  | 08/06/19   |             |              |            | IS     | 1379699  | \$513.39     |
| AP CHK 00250646 | 10005299 | TAJ TRADING CORPORATION         | 08/06/19   |             |              |            | IS     | 1379699  | \$2,283.09   |
| AP CHK 00250647 | T14268   | MIGUEL VASQUEZ                  | 08/06/19   |             |              |            | IS     | 1379699  | \$405.38     |
| AP CHK 00250648 | 10001363 | VERIZON WIRELESS - LA           | 08/06/19   |             |              |            | IS     | 1379699  | \$7,621.41   |
| AP CHK 00250649 | 10009067 | ANTHONY WARD                    | 08/06/19   |             |              |            | IS     | 1379699  | \$67.50      |
| AP CHK 00250650 | 10004949 | WATERLINE TECHNOLOGIES INC      | 08/06/19   |             |              |            | IS     | 1379699  | \$238.40     |
| AP CHK 00250651 | 00936332 | WAXIE'S ENTERPRISES INC         | 08/06/19   |             |              |            | IS     | 1379699  | \$10,428.29  |
| AP CHK 00250652 | 10009254 | CHARLES DEAN                    | 08/08/19   |             |              |            | IS     | 1380342  | \$100.00     |
| AP CHK 00250653 | T17139   | DREW CHILD DEVELOPMENT CORP     | 08/08/19   |             |              |            | IS     | 1380342  | \$500.00     |
| AP CHK 00250654 | T18307   | DREW CHILD DEVELOPMENT          | 08/08/19   |             |              |            | IS     | 1380342  | \$250.00     |
| AP CHK 00250655 | 10007481 | EADIE AND PAYNE LLP             | 08/08/19   |             |              |            | IS     | 1380342  | \$49,700.00  |
| AP CHK 00250656 | 10008892 | HOLLYWOOD CARPET INC            | 08/08/19   |             |              |            | IS     | 1380342  | \$889.63     |
| AP CHK 00250657 | 10007401 | JAMEY CLARK INC                 | 08/08/19   |             |              |            | IS     | 1380342  | \$795.00     |
| AP CHK 00250658 | 10006459 | MARIA S LOPEZ                   | 08/08/19   |             |              |            | IS     | 1380342  | \$996.00     |
| AP CHK 00250659 | 10009219 | 94 X 50 OFFICIATING SERVICES    | 08/13/19   |             |              |            | IS     | 1381456  | \$980.00     |
| AP CHK 00250660 | 10003356 | AT & T                          | 08/13/19   |             |              |            | IS     | 1381456  | \$1,439.49   |

User: DYOUNG - Dorothea Young

Report: BK3005A - BK3005A: Consolidated Check Register - Dates

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Current Date: 09/10/2019  
Current Time: 10:21:35

# City of Compton Consolidated Checks Register

08/01/2019 to 08/31/2019

Job Number: 1381456

| Check           | Payee ID | Payee Name                         | Check Date | Cancel Date | Reverse Date | State Date | Status | BK Job # | Check Amount |
|-----------------|----------|------------------------------------|------------|-------------|--------------|------------|--------|----------|--------------|
| AP CHK 00250661 | 10007691 | AT&T                               | 08/13/19   |             |              |            | IS     | 1381456  | \$473.32     |
| AP CHK 00250662 | 10007587 | AT&T CORP                          | 08/13/19   |             |              |            | IS     | 1381456  | \$5,532.48   |
| AP CHK 00250663 | 10009235 | AXON ENTERPRISE INC                | 08/13/19   |             |              |            | IS     | 1381456  | \$1,573.27   |
| AP CHK 00250664 | 00066437 | BSN SPORTS                         | 08/13/19   |             |              |            | IS     | 1381456  | \$207.92     |
| AP CHK 00250665 | 10007603 | CALIFORNIA ASSOCIATION OF HOUSING  | 08/13/19   |             |              |            | IS     | 1381456  | \$1,200.00   |
| AP CHK 00250666 | 10007469 | CALIFORNIA PEST MANAGEMENT INC     | 08/13/19   |             |              |            | IS     | 1381456  | \$525.00     |
| AP CHK 00250667 | 10001482 | CALIFORNIA WATER SERVICE           | 08/13/19   |             |              |            | IS     | 1381456  | \$1,401.19   |
| AP CHK 00250668 | 10007656 | CIVIL SOURCE INC                   | 08/13/19   |             |              |            | IS     | 1381456  | \$66,825.13  |
| AP CHK 00250669 | 10003143 | CLEANSTREET                        | 08/13/19   |             |              |            | IS     | 1381456  | \$172,204.55 |
| AP CHK 00250670 | 10009027 | CORE & MAIN LP                     | 08/13/19   |             |              |            | IS     | 1381456  | \$1,786.05   |
| AP CHK 00250671 | 10004728 | ECONOMIC DEVELOPMENT CORP OF L A   | 08/13/19   |             |              |            | IS     | 1381456  | \$5,000.00   |
| AP CHK 00250672 | 10008457 | FRONTIER CALIFORNIA INC            | 08/13/19   |             |              |            | IS     | 1381456  | \$90.58      |
| AP CHK 00250673 | 00336736 | GOLDEN STATE WATER CO              | 08/13/19   |             |              |            | IS     | 1381456  | \$18.62      |
| AP CHK 00250674 | 10009224 | GROWTH MINDSET COMMUNICATIONS      | 08/13/19   |             |              |            | IS     | 1381456  | \$12,285.00  |
| AP CHK 00250675 | 10008817 | JALYSSA INC                        | 08/13/19   |             |              |            | IS     | 1381456  | \$523.95     |
| AP CHK 00250676 | 10004892 | KEYSER MARSTON ASSOC INC           | 08/13/19   |             |              |            | IS     | 1381456  | \$675.00     |
| AP CHK 00250677 | 10009251 | RODNEY KOGER                       | 08/13/19   |             |              |            | IS     | 1381456  | \$22,537.50  |
| AP CHK 00250678 | 10009195 | ANNIE LIN                          | 08/13/19   |             |              |            | IS     | 1381456  | \$235.89     |
| AP CHK 00250679 | 00487210 | LOS ANGELES COUNTY                 | 08/13/19   |             |              |            | IS     | 1381456  | \$67,757.31  |
| AP CHK 00250680 | 10003411 | M V TRANSPORTATION INC             | 08/13/19   |             |              |            | IS     | 1381456  | \$77,365.43  |
| AP CHK 00250681 | 10000644 | NAHRO NATL ASSC OF HSG & REDEV OFS | 08/13/19   |             |              |            | IS     | 1381456  | \$1,230.56   |
| AP CHK 00250682 | 10007898 | NESTLE WATERS NORTH AMERICA        | 08/13/19   |             |              |            | IS     | 1381456  | \$138.13     |
| AP CHK 00250683 | 10005660 | PAY PLUS BENEFITS INC              | 08/13/19   |             |              |            | IS     | 1381456  | \$327.00     |
| AP CHK 00250684 | 10001748 | PRAXAIR DISTRIBUTION               | 08/13/19   |             |              |            | IS     | 1381456  | \$29.35      |
| AP CHK 00250685 | 10008854 | RELX INC DBA LEXISNEXIS            | 08/13/19   |             |              |            | IS     | 1381456  | \$765.00     |
| AP CHK 00250686 | 10008915 | ASHLEY SANELLO                     | 08/13/19   |             |              |            | IS     | 1381456  | \$2,833.00   |
| AP CHK 00250687 | 00811270 | SO CA EDISON                       | 08/13/19   |             |              |            | IS     | 1381456  | \$7,159.71   |
| AP CHK 00250688 | 00815000 | SOUTHERN CALIFORNIA GAS COMPANY    | 08/13/19   |             |              |            | IS     | 1381456  | \$63.06      |
| AP CHK 00250689 | 10008188 | STETSON ENGINEERS                  | 08/13/19   |             |              |            | IS     | 1381456  | \$1,845.00   |
| AP CHK 00250690 | 10001938 | TECS ENVIRONMENTAL COMPLIANCE      | 08/13/19   |             |              |            | IS     | 1381456  | \$20,185.00  |
| AP CHK 00250691 | 10005571 | TIME WARNER NY CABLE LLC           | 08/13/19   |             |              |            | IS     | 1381456  | \$1,584.35   |
| AP CHK 00250692 | 10006462 | TOTAL CORPORATE SOLUTIONS          | 08/13/19   |             |              |            | IS     | 1381456  | \$4,264.20   |
| AP CHK 00250693 | 10007642 | UNIFIRST CORPORATION               | 08/13/19   |             |              |            | IS     | 1381456  | \$1,086.44   |

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Job Number:

1381456

| Check           | Payee ID | Payee Name                          | Check Date | Cancel Date | Reverse Date | State Date | Status | BK Job # | Check Amount |
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| AP CHK 00250694 | 10004248 | UNITED SITE SERVICES OF CA INC      | 08/13/19   |             |              |            | IS     | 1381456  | \$349.57     |
| AP CHK 00250695 | 00934060 | WATER REPLENISHMENT DISTRICT OF     | 08/13/19   |             |              |            | IS     | 1381456  | \$416,356.41 |
| AP CHK 00250696 | 10004949 | WATERLINE TECHNOLOGIES INC          | 08/13/19   |             |              |            | IS     | 1381456  | \$4,949.36   |
| AP CHK 00250697 | 00936332 | WAXIE'S ENTERPRISES INC             | 08/13/19   |             |              |            | IS     | 1381456  | \$1,693.24   |
| AP CHK 00250698 | 10006163 | WELLS FARGO FINANCIAL LEASING       | 08/13/19   |             |              |            | IS     | 1381456  | \$4,166.22   |
| AP CHK 00250699 | 10000212 | WILLDAN ASSOCIATES                  | 08/13/19   |             |              |            | IS     | 1381456  | \$1,252.50   |
| AP CHK 00250700 | 10002184 | Z A P MANUFACTURING INC             | 08/13/19   |             |              |            | IS     | 1381456  | \$3,141.75   |
| AP CHK 00250701 | 10008194 | ZENNER PERFORMANCE METERS           | 08/13/19   |             |              |            | IS     | 1381456  | \$11,789.58  |
| AP CHK 00250702 | 10009237 | ADOLPH KLEFER AND ASSOCIATES LLC    | 08/19/19   |             |              |            | IS     | 1382590  | \$112.00     |
| AP CHK 00250703 | 10007975 | AMERICAN EXPRESS TRAVEL RELATED     | 08/19/19   |             |              |            | IS     | 1382590  | \$2,696.23   |
| AP CHK 00250704 | 10008962 | ARCHITERRA INC                      | 08/19/19   |             |              |            | IS     | 1382590  | \$13,660.35  |
| AP CHK 00250705 | 10006529 | CA PUBLIC EMPLOYEES' RETIREMENT SYS | 08/19/19   |             |              |            | IS     | 1382590  | \$449.00     |
| AP CHK 00250706 | 00153905 | CITY OF COMPTON PETTY CASH          | 08/19/19   |             |              |            | IS     | 1382590  | \$747.59     |
| AP CHK 00250707 | 00154050 | CITY OF LONG BEACH                  | 08/19/19   |             |              |            | IS     | 1382590  | \$211.15     |
| AP CHK 00250708 | 10009206 | CIVIC CONSTRUCTION ASSOCIATES       | 08/19/19   |             |              |            | IS     | 1382590  | \$78,565.00  |
| AP CHK 00250709 | 10003143 | CLEANSTREET                         | 08/19/19   |             |              |            | IS     | 1382590  | \$57,480.00  |
| AP CHK 00250710 | 10009000 | DDS LEGAL SUPPORT SYSTEMS INC       | 08/19/19   |             |              |            | IS     | 1382590  | \$262.70     |
| AP CHK 00250711 | 00292880 | FEDERAL EXPRESS CORP                | 08/19/19   |             |              |            | IS     | 1382590  | \$26.23      |
| AP CHK 00250712 | 10001085 | GOVERNMENT FINANCE OFFICERS ASSOC   | 08/19/19   |             |              |            | IS     | 1382590  | \$1,025.00   |
| AP CHK 00250713 | 10004939 | GREENLAND SUPPLY INC                | 08/19/19   |             |              |            | IS     | 1382590  | \$996.73     |
| AP CHK 00250714 | 10007690 | JMDIAZ INC                          | 08/19/19   |             |              |            | IS     | 1382590  | \$19,701.52  |
| AP CHK 00250715 | 10004934 | JUDGE NETTING INC                   | 08/19/19   |             |              |            | IS     | 1382590  | \$20,090.00  |
| AP CHK 00250716 | 10005496 | LEAGUE OF CALIF CITIES              | 08/19/19   |             |              |            | IS     | 1382590  | \$150.00     |
| AP CHK 00250717 | T18220   | INEZ ADKINS                         | 08/19/19   |             |              |            | IS     | 1382655  | \$780.09     |
| AP CHK 00250718 | T18308   | TED ADKINS                          | 08/19/19   |             |              |            | IS     | 1382655  | \$23.00      |
| AP CHK 00250719 | T18290   | KIONA ALLEY                         | 08/19/19   |             | 09/05/19     |            | RV     | 1382655  | \$149.25     |
| AP CHK 00250720 | T18291   | ELIZABETH AMAYA                     | 08/19/19   |             |              |            | IS     | 1382655  | \$182.39     |
| AP CHK 00250721 | T18253   | AJIM BAKSH                          | 08/19/19   |             |              |            | IS     | 1382655  | \$205.15     |
| AP CHK 00250722 | T18320   | MICHELLE BLUE                       | 08/19/19   |             |              |            | IS     | 1382655  | \$19.14      |
| AP CHK 00250723 | T18292   | MONICA BYRD                         | 08/19/19   |             |              |            | IS     | 1382655  | \$123.97     |
| AP CHK 00250724 | T16882   | CCDL INVESTMENTS                    | 08/19/19   |             |              |            | IS     | 1382655  | \$153.11     |
| AP CHK 00250725 | T18293   | RICKEY CHILDS                       | 08/19/19   |             |              |            | IS     | 1382655  | \$284.93     |
| AP CHK 00250726 | 10008139 | CIVILTEC ENGINEERING                | 08/19/19   |             |              |            | IS     | 1382655  | \$450.00     |

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Job Number: 1382655

| Check           | Payee ID | Payee Name                        | Check Date | Cancel Date | Reverse Date | State Date | Status | BK Job # | Check Amount |
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| AP CHK 00250727 | 00160050 | CLINICAL LAB OF SAN BERNARDINO    | 08/19/19   |             |              |            | IS     | 1382655  | \$1,266.00   |
| AP CHK 00250728 | T01347   | EDDIE & LILLIE DARDEN             | 08/19/19   |             |              |            | IS     | 1382655  | \$108.87     |
| AP CHK 00250729 | 10002771 | EL NIDO FAMILY CENTERS            | 08/19/19   |             |              |            | IS     | 1382655  | \$986.80     |
| AP CHK 00250730 | T18294   | ESTATE OF DAPHNE T PORTER         | 08/19/19   |             |              |            | IS     | 1382655  | \$187.29     |
| AP CHK 00250731 | T18295   | DIONICO FLORES                    | 08/19/19   |             |              |            | IS     | 1382655  | \$67.36      |
| AP CHK 00250732 | T15705   | GGB PROPERTIES INC                | 08/19/19   |             |              |            | IS     | 1382655  | \$54.74      |
| AP CHK 00250733 | T18321   | HAYDEE GOMEZ                      | 08/19/19   |             |              |            | IS     | 1382655  | \$23.10      |
| AP CHK 00250734 | T18296   | EDRIC GOWDY                       | 08/19/19   |             |              |            | IS     | 1382655  | \$113.91     |
| AP CHK 00250735 | T18218   | RONALD GREEN                      | 08/19/19   |             |              |            | IS     | 1382655  | \$729.55     |
| AP CHK 00250736 | 10008354 | JOANNE HARTFIELD                  | 08/19/19   |             |              |            | IS     | 1382655  | \$50.00      |
| AP CHK 00250737 | 10004433 | FRANCES D HAYES                   | 08/19/19   |             |              |            | IS     | 1382655  | \$50.00      |
| AP CHK 00250738 | T18297   | ROBERTO HERNANDEZ                 | 08/19/19   |             | 08/21/19     |            | RV     | 1382655  | \$88.56      |
| AP CHK 00250739 | T18298   | STACY HICKSON                     | 08/19/19   |             |              |            | IS     | 1382655  | \$24.36      |
| AP CHK 00250740 | 10004439 | FRED HOBBS                        | 08/19/19   |             |              |            | IS     | 1382655  | \$50.00      |
| AP CHK 00250741 | T17059   | JASPER JACKSON                    | 08/19/19   |             |              |            | IS     | 1382655  | \$729.55     |
| AP CHK 00250742 | T17113   | JMH INVESTMENTS INC               | 08/19/19   |             |              |            | IS     | 1382655  | \$264.30     |
| AP CHK 00250743 | T16391   | DEAN L JONES                      | 08/19/19   |             |              |            | IS     | 1382655  | \$242.21     |
| AP CHK 00250744 | T18309   | JORGE GASPER ROOFING              | 08/19/19   |             |              |            | IS     | 1382655  | \$1,000.00   |
| AP CHK 00250745 | T17706   | KB HOME CALIFORNIA LLC            | 08/19/19   |             |              |            | IS     | 1382655  | \$170.01     |
| AP CHK 00250746 | T18288   | ERICA MARTIN                      | 08/19/19   |             |              |            | IS     | 1382655  | \$430.00     |
| AP CHK 00250747 | 10008240 | DEONTE MCREYNOLDS                 | 08/19/19   |             |              |            | IS     | 1382655  | \$80.28      |
| AP CHK 00250748 | T18299   | NEW HOPE IN CHRIST                | 08/19/19   |             |              |            | IS     | 1382655  | \$44.70      |
| AP CHK 00250749 | T18300   | OTIS & DOROTHY J TAYLOR FAMILY TR | 08/19/19   |             |              |            | IS     | 1382655  | \$119.35     |
| AP CHK 00250750 | T18310   | PAUL PECHT                        | 08/19/19   |             | 08/21/19     |            | RV     | 1382655  | \$669.48     |
| AP CHK 00250751 | T18301   | YVETTE PREDIUM                    | 08/19/19   |             |              |            | IS     | 1382655  | \$132.29     |
| AP CHK 00250752 | T18303   | CRISTIAN REYNAGA                  | 08/19/19   |             |              |            | IS     | 1382655  | \$200.00     |
| AP CHK 00250753 | T18289   | SHIDELL RICHARDSON                | 08/19/19   |             |              |            | IS     | 1382655  | \$250.00     |
| AP CHK 00250754 | T18304   | DONNA ROMERO                      | 08/19/19   |             |              |            | IS     | 1382655  | \$35.65      |
| AP CHK 00250755 | T18302   | SANMAR INVESTMENTS LLC            | 08/19/19   |             |              |            | IS     | 1382655  | \$120.39     |
| AP CHK 00250756 | T16992   | JUAN SERRANO                      | 08/19/19   |             |              |            | IS     | 1382655  | \$2,000.00   |
| AP CHK 00250757 | T18305   | EVELYN TINOCO                     | 08/19/19   |             |              |            | IS     | 1382655  | \$82.25      |
| AP CHK 00250758 | T18306   | TRUST OF UMBERTO SARNA            | 08/19/19   |             |              |            | IS     | 1382655  | \$120.15     |
| AP CHK 00250759 | 10006620 | CHARLENE PAULETTE GARVEY          | 08/20/19   |             |              |            | IS     | 1383064  | \$150.00     |

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Job Number: 1383064

| Check           | Payee ID | Payee Name                          | Check Date | Cancel Date | Reverse Date | State Date | Status | BK Job # | Check Amount |
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| AP CHK 00250760 | 10006181 | AQUA FLO SUPPLY                     | 08/20/19   |             |              |            | IS     | 1383064  | \$578.61     |
| AP CHK 00250761 | 10009131 | SEAN BLAKE                          | 08/20/19   |             |              |            | IS     | 1383064  | \$1,279.78   |
| AP CHK 00250762 | 10007224 | ANGELA BURRELL                      | 08/20/19   |             |              |            | IS     | 1383064  | \$150.00     |
| AP CHK 00250763 | 10007402 | CARTEL INVESTMENT CORPORATION       | 08/20/19   |             |              |            | IS     | 1383064  | \$56.00      |
| AP CHK 00250764 | 10007677 | CITIBANK N.A.                       | 08/20/19   |             |              |            | IS     | 1383064  | \$74.76      |
| AP CHK 00250765 | 10004663 | DRISCOLL ELECTRIC INC               | 08/20/19   |             |              |            | IS     | 1383064  | \$6,870.00   |
| AP CHK 00250766 | 10006604 | DEIDRE M DUHART                     | 08/20/19   |             |              |            | IS     | 1383064  | \$150.00     |
| AP CHK 00250767 | 00274438 | DUNN-EDWARDS CORPORATION            | 08/20/19   |             |              |            | IS     | 1383064  | \$469.58     |
| AP CHK 00250768 | 10007552 | EVAN BROOKS ASSOCIATES INC          | 08/20/19   |             |              |            | IS     | 1383064  | \$5,400.00   |
| AP CHK 00250769 | 10009118 | GREGORY L HAYNES                    | 08/20/19   |             |              |            | IS     | 1383064  | \$150.00     |
| AP CHK 00250770 | 10007262 | IEESHA S HAYWARD                    | 08/20/19   |             |              |            | IS     | 1383064  | \$150.00     |
| AP CHK 00250771 | 00459436 | L & B PIPE/SUPPLY CO                | 08/20/19   |             |              |            | IS     | 1383064  | \$74.62      |
| AP CHK 00250772 | 00475500 | LINDSAY LUMBER COMPANY              | 08/20/19   |             |              |            | IS     | 1383064  | \$26.25      |
| AP CHK 00250773 | 10003643 | MAUREEN KANE & ASSOCIATES           | 08/20/19   |             |              |            | IS     | 1383064  | \$1,550.00   |
| AP CHK 00250774 | 00555000 | METROPOLITAN WATER DISTRICT OF S    | 08/20/19   |             |              |            | IS     | 1383064  | \$3,531.74   |
| AP CHK 00250775 | 10003518 | NEOPOST INC                         | 08/20/19   |             |              |            | IS     | 1383064  | \$154.35     |
| AP CHK 00250776 | 10007880 | PCMG INC                            | 08/20/19   |             | 08/21/19     |            | RV     | 1383064  | \$2,442.00   |
| AP CHK 00250777 | 10001748 | PRAXAIR DISTRIBUTION                | 08/20/19   |             |              |            | IS     | 1383064  | \$309.79     |
| AP CHK 00250778 | 10005846 | QUALITY RENTALS INC                 | 08/20/19   |             |              |            | IS     | 1383064  | \$546.42     |
| AP CHK 00250779 | 10007654 | SANDERS ROBERTS LLP                 | 08/20/19   |             |              |            | IS     | 1383064  | \$27,350.85  |
| AP CHK 00250780 | 10004263 | STRATEGIC COUNSEL PLC               | 08/20/19   |             |              |            | IS     | 1383064  | \$7,500.00   |
| AP CHK 00250781 | 10005299 | TAJ TRADING CORPORATION             | 08/20/19   |             |              |            | IS     | 1383064  | \$2,784.35   |
| AP CHK 00250782 | 00908002 | U S BANK                            | 08/20/19   |             |              |            | IS     | 1383064  | \$9,610.45   |
| AP CHK 00250783 | 10007642 | UNIFIRST CORPORATION                | 08/20/19   |             |              |            | IS     | 1383064  | \$1,147.57   |
| AP CHK 00250784 | 10009242 | URBAN WATER INSTITUTE               | 08/20/19   |             |              |            | IS     | 1383064  | \$525.00     |
| AP CHK 00250785 | 00942688 | WEST LITE SUPPLY INC                | 08/20/19   |             |              |            | IS     | 1383064  | \$40.79      |
| AP CHK 00250786 | 10000212 | WILLDAN ASSOCIATES                  | 08/20/19   |             |              |            | IS     | 1383064  | \$1,676.53   |
| AP CHK 00250787 | 10002636 | AT&T                                | 08/20/19   |             |              |            | IS     | 1383278  | \$108.35     |
| AP CHK 00250788 | 10007691 | AT&T                                | 08/20/19   |             |              |            | IS     | 1383278  | \$594.00     |
| AP CHK 00250789 | 10007587 | AT&T CORP                           | 08/20/19   |             |              |            | IS     | 1383278  | \$6,398.56   |
| AP CHK 00250790 | 10008457 | FRONTIER CALIFORNIA INC             | 08/20/19   |             |              |            | IS     | 1383278  | \$469.38     |
| AP CHK 00250791 | 00685000 | LIBERTY UTILITIES (PARK WATER) CORP | 08/20/19   |             | 08/21/19     |            | RV     | 1383278  | \$268.91     |
| AP CHK 00250792 | 00811270 | SO CA EDISON                        | 08/20/19   |             | 08/21/19     |            | RV     | 1383278  | \$33,503.98  |

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| Check           | Payee ID | Payee Name                         | Check Date | Cancel Date | Reverse Date | State Date | Status | BK Job # | Check Amount |
|-----------------|----------|------------------------------------|------------|-------------|--------------|------------|--------|----------|--------------|
| AP CHK 00250793 | 10005571 | TIME WARNER NY CABLE LLC           | 08/20/19   |             | 08/21/19     |            | RV     | 1383278  | \$508.29     |
| AP CHK 00250794 | 10004192 | BRANDY ADAIR                       | 08/21/19   |             |              |            | IS     | 1383625  | \$3,293.75   |
| AP CHK 00250795 | 00051250 | AMERICAN WATER WORKS ASSN          | 08/21/19   |             |              |            | IS     | 1383625  | \$445.00     |
| AP CHK 00250796 | 10006620 | CHARLENE PAULETTE GARVEY           | 08/21/19   |             |              |            | IS     | 1383625  | \$100.00     |
| AP CHK 00250797 | 10003022 | ELIZABETH ATKINSON                 | 08/21/19   |             |              |            | IS     | 1383625  | \$300.00     |
| AP CHK 00250798 | T18322   | BOGART CONSTRUCTION INC            | 08/21/19   |             |              |            | IS     | 1383625  | \$1,000.00   |
| AP CHK 00250799 | 10007224 | ANGELA BURRELL                     | 08/21/19   |             |              |            | IS     | 1383625  | \$100.00     |
| AP CHK 00250800 | T18053   | COMPTON CONSERVATORY OF MUSIC      | 08/21/19   |             |              |            | IS     | 1383625  | \$500.00     |
| AP CHK 00250801 | 10007648 | CONSOLIDATED DISPOSAL SERVICES LLC | 08/21/19   |             |              |            | IS     | 1383625  | \$796,400.28 |
| AP CHK 00250802 | 10009166 | TAMEKA COOK                        | 08/21/19   |             |              |            | IS     | 1383625  | \$50.00      |
| AP CHK 00250803 | 10009050 | WANDA DAVIS                        | 08/21/19   |             |              |            | IS     | 1383625  | \$68.10      |
| AP CHK 00250804 | 10008601 | HARTSELL DUHART                    | 08/21/19   |             |              |            | IS     | 1383625  | \$100.00     |
| AP CHK 00250805 | 00292880 | FEDERAL EXPRESS CORP               | 08/21/19   |             |              |            | IS     | 1383625  | \$99.56      |
| AP CHK 00250806 | 10007937 | KINIKIA GARDNER                    | 08/21/19   |             |              |            | IS     | 1383625  | \$300.00     |
| AP CHK 00250807 | 00324238 | GATEWAY CITIES COUNCIL OF GOVT     | 08/21/19   |             |              |            | IS     | 1383625  | \$20,000.00  |
| AP CHK 00250808 | 10002915 | JUANITA GREEN-WRIGHT               | 08/21/19   |             |              |            | IS     | 1383625  | \$300.00     |
| AP CHK 00250809 | 10009113 | LEROY GUILLORY                     | 08/21/19   |             |              |            | IS     | 1383625  | \$100.00     |
| AP CHK 00250810 | 10007921 | ELIZABETH HARDING                  | 08/21/19   |             |              |            | IS     | 1383625  | \$300.00     |
| AP CHK 00250811 | 10009118 | GREGORY L HAYNES                   | 08/21/19   |             |              |            | IS     | 1383625  | \$100.00     |
| AP CHK 00250812 | 10008972 | KEAHNA LEWIS                       | 08/21/19   |             |              |            | IS     | 1383625  | \$300.00     |
| AP CHK 00250813 | 10007923 | GAYNELL MONROE                     | 08/21/19   |             |              |            | IS     | 1383625  | \$225.00     |
| AP CHK 00250814 | 10009153 | NATIONAL PLANT SERVICES INC        | 08/21/19   |             |              |            | IS     | 1383625  | \$64,787.01  |
| AP CHK 00250815 | 10007898 | NESTLE WATERS NORTH AMERICA        | 08/21/19   |             |              |            | IS     | 1383625  | \$127.40     |
| AP CHK 00250816 | 10005786 | ALMA PLEASANT                      | 08/21/19   |             |              |            | IS     | 1383625  | \$2,130.00   |
| AP CHK 00250817 | 10009043 | RICHARD ROJAS                      | 08/21/19   |             |              |            | IS     | 1383625  | \$415.49     |
| AP CHK 00250818 | 00811270 | SO CA EDISON                       | 08/21/19   |             |              |            | IS     | 1383625  | \$33,503.98  |
| AP CHK 00250819 | 10005299 | TAJ TRADING CORPORATION            | 08/21/19   |             |              |            | IS     | 1383625  | \$780.57     |
| AP CHK 00250820 | 10005571 | TIME WARNER NY CABLE LLC           | 08/21/19   |             |              |            | IS     | 1383625  | \$508.29     |
| AP CHK 00250821 | 00926825 | MARIE WADE                         | 08/21/19   |             |              |            | IS     | 1383625  | \$300.00     |
| AP CHK 00250822 | 00947140 | WESTERLY METER SERVICE CO          | 08/21/19   |             | 08/22/19     |            | RV     | 1383625  | \$9,532.41   |
| AP CHK 00250823 | T15069   | ESTHER WOOLFOLK                    | 08/21/19   |             |              |            | IS     | 1383625  | \$250.00     |
| AP CHK 00250824 | 10007493 | EUGENE A BROWN                     | 08/22/19   |             |              |            | IS     | 1384169  | \$21,602.80  |
| AP CHK 00250825 | T18338   | SHIMEKA BRUTON                     | 08/22/19   |             |              |            | IS     | 1384169  | \$87.17      |

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# City of Compton Consolidated Checks Register

08/01/2019 to 08/31/2019

Job Number: 1384710

| Check           | Payee ID | Payee Name                 | Check Date | Cancel Date | Reverse Date | State Date | Status | BK Job # | Check Amount |
|-----------------|----------|----------------------------|------------|-------------|--------------|------------|--------|----------|--------------|
| AP CHK 00250826 | 10009168 | DELOIS ANN ARMSTRONG       | 08/26/19   |             |              |            | IS     | 1384710  | \$1,029.00   |
| AP CHK 00250827 | 10009277 | LARRY BAKER                | 08/26/19   |             |              |            | IS     | 1384710  | \$2,270.00   |
| AP CHK 00250828 | T18311   | NIRIKA BARTLEY             | 08/26/19   |             |              |            | IS     | 1384710  | \$1.00       |
| AP CHK 00250829 | T18312   | CYNTHIA BAYLOR             | 08/26/19   |             |              |            | IS     | 1384710  | \$3.00       |
| AP CHK 00250830 | 10009041 | BIRDIE C BALDWIN TRUST     | 08/26/19   |             |              |            | IS     | 1384710  | \$599.00     |
| AP CHK 00250831 | 00100811 | TURNER BOBBITT             | 08/26/19   |             |              |            | IS     | 1384710  | \$827.00     |
| AP CHK 00250832 | T18211   | LAKISHA BOSWELL            | 08/26/19   |             |              |            | IS     | 1384710  | \$10.00      |
| AP CHK 00250833 | T18313   | RETONYA BROWN              | 08/26/19   |             |              |            | IS     | 1384710  | \$3.00       |
| AP CHK 00250834 | T17915   | MELINDA CAGE               | 08/26/19   |             |              |            | IS     | 1384710  | \$89.00      |
| AP CHK 00250835 | T18314   | NATASHA CALDWELL           | 08/26/19   |             |              |            | IS     | 1384710  | \$51.00      |
| AP CHK 00250836 | 00147522 | THURSTON C CARLOCK II      | 08/26/19   |             |              |            | IS     | 1384710  | \$1,800.00   |
| AP CHK 00250837 | 10004007 | CITY OF HAWTHORNE HOUSING  | 08/26/19   |             |              |            | IS     | 1384710  | \$912.58     |
| AP CHK 00250838 | T18317   | CASSANDRA CLARK            | 08/26/19   |             |              |            | IS     | 1384710  | \$2.00       |
| AP CHK 00250839 | 00160166 | WILLIE COBB                | 08/26/19   |             |              |            | IS     | 1384710  | \$613.00     |
| AP CHK 00250840 | 10001976 | DALLAS HOUSING AUTHORITY   | 08/26/19   |             |              |            | IS     | 1384710  | \$837.58     |
| AP CHK 00250841 | T17472   | RICARDO DAVIS              | 08/26/19   |             |              |            | IS     | 1384710  | \$11.00      |
| AP CHK 00250842 | T18315   | SHANEVA DAVIS              | 08/26/19   |             |              |            | IS     | 1384710  | \$5.00       |
| AP CHK 00250843 | 10009042 | DIAMOND I LP               | 08/26/19   |             |              |            | IS     | 1384710  | \$1,236.00   |
| AP CHK 00250844 | T18212   | ANNA ELLIOTT               | 08/26/19   |             |              |            | IS     | 1384710  | \$100.00     |
| AP CHK 00250845 | T17912   | MINETTA FLOWERS            | 08/26/19   |             |              |            | IS     | 1384710  | \$10.00      |
| AP CHK 00250846 | 10008725 | CHARMAINE Y GUMMS          | 08/26/19   |             |              |            | IS     | 1384710  | \$1,301.00   |
| AP CHK 00250847 | 10008276 | HTW MANAGEMENT             | 08/26/19   |             |              |            | IS     | 1384710  | \$571.00     |
| AP CHK 00250848 | 10001789 | CLAUDE E JONES             | 08/26/19   |             |              |            | IS     | 1384710  | \$4,318.00   |
| AP CHK 00250849 | 10005730 | LARRY EUGENE MASON         | 08/26/19   |             |              |            | IS     | 1384710  | \$1,526.00   |
| AP CHK 00250850 | T18251   | CATHERINE MC GRAW          | 08/26/19   |             |              |            | IS     | 1384710  | \$1.00       |
| AP CHK 00250851 | 10009150 | LORENZO MELENDEZ           | 08/26/19   |             |              |            | IS     | 1384710  | \$1,353.00   |
| AP CHK 00250852 | T18316   | MONIQUE MOORE              | 08/26/19   |             |              |            | IS     | 1384710  | \$13.00      |
| AP CHK 00250853 | 10007559 | NATIONSTAR MORTGAGE LLC    | 08/26/19   |             |              |            | IS     | 1384710  | \$1,601.00   |
| AP CHK 00250854 | 10009189 | OMG MARKETING VENTURES INC | 08/26/19   |             |              |            | IS     | 1384710  | \$1,247.00   |
| AP CHK 00250855 | 10009239 | PA26 LLC                   | 08/26/19   |             |              |            | IS     | 1384710  | \$1,273.00   |
| AP CHK 00250856 | 10009100 | PBP BELL LAKE LLC          | 08/26/19   |             |              |            | IS     | 1384710  | \$1,506.00   |
| AP CHK 00250857 | T17840   | ADRIANA RIVERA             | 08/26/19   |             |              |            | IS     | 1384710  | \$1.00       |
| AP CHK 00250858 | 10008923 | RULO INVESTMENTS LLC       | 08/26/19   |             |              |            | IS     | 1384710  | \$987.00     |

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# City of Compton Consolidated Checks Register

08/01/2019 to 08/31/2019

Job Number: 1384710

| Check           | Payee ID | Payee Name                    | Check Date | Cancel Date | Reverse Date | State Date | Status | BK Job # | Check Amount |
|-----------------|----------|-------------------------------|------------|-------------|--------------|------------|--------|----------|--------------|
| AP CHK 00250859 | T17131   | MARIA SOLIS                   | 08/26/19   |             |              |            | IS     | 1384710  | \$74.00      |
| AP CHK 00250860 | T18318   | GENNIE THOMPSON               | 08/26/19   |             |              |            | IS     | 1384710  | \$1.00       |
| AP CHK 00250861 | T17914   | MELINISE WATTREE              | 08/26/19   |             |              |            | IS     | 1384710  | \$57.00      |
| AP CHK 00250862 | T15791   | DENISE WILLIAMS               | 08/26/19   |             |              |            | IS     | 1384710  | \$26.00      |
| AP CHK 00250863 | 10002973 | BANK OF THE WEST              | 08/26/19   |             |              |            | IS     | 1384783  | \$239.00     |
| AP CHK 00250864 | 10008180 | ERIKA ARTEAGA                 | 08/27/19   |             | 08/28/19     |            | RV     | 1384967  | \$869.87     |
| AP CHK 00250865 | T18329   | JONATHAN BACUNGAN             | 08/27/19   |             |              |            | IS     | 1384967  | \$100.00     |
| AP CHK 00250866 | 00122440 | CA MUNICIPAL TREASURERS ASSOC | 08/27/19   |             |              |            | IS     | 1384967  | \$380.00     |
| AP CHK 00250867 | 10005233 | CACEO                         | 08/27/19   |             |              |            | IS     | 1384967  | \$820.00     |
| AP CHK 00250868 | 10002107 | CEMEX                         | 08/27/19   |             |              |            | IS     | 1384967  | \$568.07     |
| AP CHK 00250869 | 10007656 | CIVIL SOURCE INC              | 08/27/19   |             |              |            | IS     | 1384967  | \$14,442.50  |
| AP CHK 00250870 | 10009166 | TAMEKA COOK                   | 08/27/19   |             |              |            | IS     | 1384967  | \$41.93      |
| AP CHK 00250871 | 10009225 | CSG CONSULTANTS INC           | 08/27/19   |             |              |            | IS     | 1384967  | \$3,727.50   |
| AP CHK 00250872 | 00835060 | DS SERVICES OF AMERICA INC    | 08/27/19   |             |              |            | IS     | 1384967  | \$116.81     |
| AP CHK 00250873 | T18129   | EL PORTAL ROOFING GROUP       | 08/27/19   |             |              |            | IS     | 1384967  | \$1,000.00   |
| AP CHK 00250874 | T18330   | ESTATE OF LEWIS COLLINS       | 08/27/19   |             |              |            | IS     | 1384967  | \$76.82      |
| AP CHK 00250875 | T18323   | REGINO A FLORES               | 08/27/19   |             |              |            | IS     | 1384967  | \$1,000.00   |
| AP CHK 00250876 | 10004814 | FORMCENTER                    | 08/27/19   |             |              |            | IS     | 1384967  | \$171.96     |
| AP CHK 00250877 | 00310055 | FRY'S ELECTRONICS             | 08/27/19   |             |              |            | IS     | 1384967  | \$55.81      |
| AP CHK 00250878 | T18331   | RAMONA GARCIA                 | 08/27/19   |             |              |            | IS     | 1384967  | \$20.74      |
| AP CHK 00250879 | T15705   | GGB PROPERTIES INC            | 08/27/19   |             |              |            | IS     | 1384967  | \$1,865.00   |
| AP CHK 00250880 | T18326   | ESTHER GONZALEZ               | 08/27/19   |             |              |            | IS     | 1384967  | \$1,000.00   |
| AP CHK 00250881 | 00349350 | GRAINGER                      | 08/27/19   |             |              |            | IS     | 1384967  | \$79.38      |
| AP CHK 00250882 | T18325   | JOSE GUITRON                  | 08/27/19   |             |              |            | IS     | 1384967  | \$1,000.00   |
| AP CHK 00250883 | T18327   | HABITAT SOUTH BAY             | 08/27/19   |             |              |            | IS     | 1384967  | \$1,000.00   |
| AP CHK 00250884 | T18332   | HAMBURGER PLUS INC            | 08/27/19   |             |              |            | IS     | 1384967  | \$275.00     |
| AP CHK 00250885 | T18297   | ROBERTO HERNANDEZ             | 08/27/19   |             |              |            | IS     | 1384967  | \$88.56      |
| AP CHK 00250886 | T17610   | HOLLYVALE RENTAL HOLDINGS LLC | 08/27/19   |             |              |            | IS     | 1384967  | \$209.89     |
| AP CHK 00250887 | T13379   | OSCAR HURTADO                 | 08/27/19   |             |              |            | IS     | 1384967  | \$87.00      |
| AP CHK 00250888 | 10009275 | HWCG LLC                      | 08/27/19   |             |              |            | IS     | 1384967  | \$4,587.62   |
| AP CHK 00250889 | 10002728 | INTERNATIONAL INSTITUTE OF    | 08/27/19   |             |              |            | IS     | 1384967  | \$210.00     |
| AP CHK 00250890 | T18333   | K2 DEMOLITION CO INC          | 08/27/19   |             |              |            | IS     | 1384967  | \$635.86     |
| AP CHK 00250891 | T17706   | KB HOME CALIFORNIA LLC        | 08/27/19   |             |              |            | IS     | 1384967  | \$172.35     |

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08/01/2019 to 08/31/2019

Job Number: 1384967

| Check           | Payee ID    | Payee Name                          | Check Date | Cancel Date | Reverse Date | State Date | Status | BK Job # | Check Amount |
|-----------------|-------------|-------------------------------------|------------|-------------|--------------|------------|--------|----------|--------------|
| AP CHK 00250892 | 10007779    | MAILFINANCE INC                     | 08/27/19   |             |              |            | IS     | 1384967  | \$22,475.40  |
| AP CHK 00250893 | T18334      | NEFTALI MARTINEZ                    | 08/27/19   |             | 08/28/19     |            | RV     | 1384967  | \$49.30      |
| AP CHK 00250894 | T15714      | NHS NEIGHBORHOOD REDEVELOPMENT      | 08/27/19   |             |              |            | IS     | 1384967  | \$191.38     |
| AP CHK 00250895 | T18328      | NORM WILSON & SON                   | 08/27/19   |             |              |            | IS     | 1384967  | \$1,000.00   |
| AP CHK 00250896 | 10007546    | OCEAN BLUE ENVIRONMENTAL SRVS INC   | 08/27/19   |             |              |            | IS     | 1384967  | \$5,268.00   |
| AP CHK 00250897 | T18310      | PAUL PECHT / NEO ROOFING            | 08/27/19   |             |              |            | IS     | 1384967  | \$669.48     |
| AP CHK 00250898 | 10007880    | PCMG INC                            | 08/27/19   |             |              |            | IS     | 1384967  | \$2,422.00   |
| AP CHK 00250899 | T18301      | YVETTE PREDIUM                      | 08/27/19   |             |              |            | IS     | 1384967  | \$78.26      |
| AP CHK 00250900 | 10004140    | PRIORITY HEATING & AIR CONDITIONING | 08/27/19   |             |              |            | IS     | 1384967  | \$5,629.64   |
| AP CHK 00250901 | T18324      | REMA SERVICES                       | 08/27/19   |             |              |            | IS     | 1384967  | \$1,000.00   |
| AP CHK 00250902 | 00787050    | ROBERT SKEELS & COMPANY             | 08/27/19   |             |              |            | IS     | 1384967  | \$728.33     |
| AP CHK 00250903 | 10009273    | SIPRA CORP                          | 08/27/19   |             |              |            | IS     | 1384967  | \$37.00      |
| AP CHK 00250904 | 00846370    | STAPLES ADVANTAGE                   | 08/27/19   |             |              |            | IS     | 1384967  | \$73.22      |
| AP CHK 00250905 | T18335      | CLAUDINE THOMAS                     | 08/27/19   |             |              |            | IS     | 1384967  | \$54.45      |
| AP CHK 00250906 | T17487      | WILLARD THOMPSON                    | 08/27/19   |             |              |            | IS     | 1384967  | \$1,000.00   |
| AP CHK 00250907 | T18336      | FRANCISCO TORRES                    | 08/27/19   |             |              |            | IS     | 1384967  | \$9.97       |
| AP CHK 00250908 | 10009192    | TYRONE LEWIS                        | 08/27/19   |             |              |            | IS     | 1384967  | \$650.00     |
| AP CHK 00250909 | T18337      | ABRAHAM VILLA                       | 08/27/19   |             |              |            | IS     | 1384967  | \$186.91     |
| AP CHK 00250910 | 00930000    | WALTERS WHOLESAL ELECTRIC CO        | 08/27/19   |             |              |            | IS     | 1384967  | \$186.72     |
| AP CHK 00250911 | 10009067    | ANTHONY WARD                        | 08/27/19   |             |              |            | IS     | 1384967  | \$1,510.86   |
| AP CHK 00250912 | 10004949    | WATERLINE TECHNOLOGIES INC          | 08/27/19   |             |              |            | IS     | 1384967  | \$1,197.06   |
| AP CHK 00250913 | 00947140    | WESTERLY METER SERVICE CO           | 08/27/19   |             |              |            | IS     | 1384967  | \$9,506.03   |
| AP CHK 00250914 | 10009219    | 94 X 50 OFFICIATING SERVICES        | 08/27/19   |             |              |            | IS     | 1385335  | \$980.00     |
| AP CHK 00250915 | 10008762    | ABC BEE CONTROL                     | 08/27/19   |             |              |            | IS     | 1385335  | \$750.00     |
| AP CHK 00250916 | 10007138    | ACRYLATEX COATINGS & RECYCLING      | 08/27/19   |             |              |            | IS     | 1385335  | \$7,987.34   |
| AP CHK 00250917 | 10006181    | AQUA FLO SUPPLY                     | 08/27/19   |             |              |            | IS     | 1385335  | \$79.06      |
| AP CHK 00250918 | VOID.CONTIN | VOID - Continued Stub               | 08/27/19   |             |              |            | V      | 1385335  | \$0.00       |
| AP CHK 00250919 | 10002636    | AT&T                                | 08/27/19   |             |              |            | IS     | 1385335  | \$24,021.12  |
| AP CHK 00250920 | 10007691    | AT&T                                | 08/27/19   |             |              |            | IS     | 1385335  | \$75.00      |
| AP CHK 00250921 | T17956      | B1-2-BI INVESTMENTS INC             | 08/27/19   |             |              |            | IS     | 1385335  | \$240.20     |
| AP CHK 00250922 | 00100790    | BLUE DIAMOND MATERIALS              | 08/27/19   |             |              |            | IS     | 1385335  | \$3,160.47   |
| AP CHK 00250923 | 10007469    | CALIFORNIA PEST MANAGEMENT INC      | 08/27/19   |             |              |            | IS     | 1385335  | \$300.00     |
| AP CHK 00250924 | 10008139    | CIVILTEC ENGINEERING                | 08/27/19   |             |              |            | IS     | 1385335  | \$688.75     |

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**City of Compton**  
**Consolidated Checks Register**

08/01/2019 to 08/31/2019

Job Number: 1385335

| Check           | Payee ID | Payee Name                          | Check Date | Cancel Date | Reverse Date | State Date | Status | BK Job # | Check Amount   |
|-----------------|----------|-------------------------------------|------------|-------------|--------------|------------|--------|----------|----------------|
| AP CHK 00250925 | 10007648 | CONSOLIDATED DISPOSAL SERVICES LLC  | 08/27/19   |             |              |            | IS     | 1385335  | \$1,066,292.99 |
| AP CHK 00250926 | 10009266 | WENDY DIPPOLD                       | 08/27/19   |             |              |            | IS     | 1385335  | \$2,007.80     |
| AP CHK 00250927 | 10007799 | MARY L EDWARDS                      | 08/27/19   |             |              |            | IS     | 1385335  | \$600.00       |
| AP CHK 00250928 | 10009196 | ELITE ELEVATOR SERVICE              | 08/27/19   |             |              |            | IS     | 1385335  | \$11,310.00    |
| AP CHK 00250929 | 10008457 | FRONTIER CALIFORNIA INC             | 08/27/19   |             |              |            | IS     | 1385335  | \$111.67       |
| AP CHK 00250930 | 00336736 | GOLDEN STATE WATER CO               | 08/27/19   |             |              |            | IS     | 1385335  | \$480.00       |
| AP CHK 00250931 | 10008891 | JIM J FORBES                        | 08/27/19   |             |              |            | IS     | 1385335  | \$2,637.00     |
| AP CHK 00250932 | 10008558 | ARSLAN A KHAN                       | 08/27/19   |             |              |            | IS     | 1385335  | \$380.00       |
| AP CHK 00250933 | 10008647 | L A CO DISTRICT ATTORNEYS OFFICE    | 08/27/19   |             |              |            | IS     | 1385335  | \$341.17       |
| AP CHK 00250934 | 00685000 | LIBERTY UTILITIES (PARK WATER) CORP | 08/27/19   |             |              |            | IS     | 1385335  | \$393.45       |
| AP CHK 00250935 | 00487210 | LOS ANGELES COUNTY                  | 08/27/19   |             |              |            | IS     | 1385335  | \$64,478.24    |
| AP CHK 00250936 | 10008792 | LOS ANGELES COUNTY DEPARTMENT OF    | 08/27/19   |             |              |            | IS     | 1385335  | \$1,243.00     |
| AP CHK 00250937 | T18334   | NEFTALI MARTINEZ                    | 08/27/19   |             |              |            | IS     | 1385335  | \$49.30        |
| AP CHK 00250938 | 10008831 | PALP INC                            | 08/27/19   |             |              |            | IS     | 1385335  | \$95,142.58    |
| AP CHK 00250939 | 00707025 | POSTMASTER                          | 08/27/19   |             |              |            | IS     | 1385335  | \$4,000.00     |
| AP CHK 00250940 | 10009223 | MICHAEL REED                        | 08/27/19   |             |              |            | IS     | 1385335  | \$3,385.62     |
| AP CHK 00250941 | T18339   | HENRY ROBLES                        | 08/27/19   |             |              |            | IS     | 1385335  | \$1,000.00     |
| AP CHK 00250942 | 00786017 | SAR-LB INC DBA SIGN A RAMA          | 08/27/19   |             |              |            | IS     | 1385335  | \$292.71       |
| AP CHK 00250943 | 10002585 | SERVICE FIRST CONTRACTORS NETWORK   | 08/27/19   |             |              |            | IS     | 1385335  | \$3,200.00     |
| AP CHK 00250944 | 00811270 | SO CA EDISON                        | 08/27/19   |             |              |            | IS     | 1385335  | \$359.98       |
| AP CHK 00250945 | 00815000 | SOUTHERN CALIFORNIA GAS COMPANY     | 08/27/19   |             |              |            | IS     | 1385335  | \$604.45       |
| AP CHK 00250946 | 00846370 | STAPLES ADVANTAGE                   | 08/27/19   |             |              |            | IS     | 1385335  | \$311.43       |
| AP CHK 00250947 | 10001753 | THOMPSON TROPHY MFG INC             | 08/27/19   |             |              |            | IS     | 1385335  | \$45.99        |
| AP CHK 00250948 | 10005571 | TIME WARNER NY CABLE LLC            | 08/27/19   |             |              |            | IS     | 1385335  | \$777.83       |
| AP CHK 00250949 | 10007642 | UNIFIRST CORPORATION                | 08/27/19   |             |              |            | IS     | 1385335  | \$703.36       |
| AP CHK 00250950 | 10009270 | ANTHONY BRUTON WILLIAMS II          | 08/27/19   |             |              |            | IS     | 1385335  | \$560.00       |
| AP CHK 00250951 | 10002845 | KENNETH WILSON                      | 08/27/19   |             |              |            | IS     | 1385335  | \$700.00       |

\*\* SORT TOTALS \*\*

**Issued:** \$5,118,697.34  
**Reversed:** \$48,832.05  
**AP Group Total:** \$5,167,529.39

City of Compton  
**Consolidated Checks Register**

08/01/2019 to 08/31/2019

Job Number: 1385335

| Check                     | Payee ID | Payee Name | Check<br>Date | Cancel<br>Date | Reverse<br>Date | State<br>Date | Status | BK Job # | Check Amount        |
|---------------------------|----------|------------|---------------|----------------|-----------------|---------------|--------|----------|---------------------|
| <b>** GRAND TOTALS **</b> |          |            |               |                |                 |               |        |          | <b>Grand Total:</b> |
|                           |          |            |               |                |                 |               |        |          | \$5,167,529.39      |

# City of Compton Consolidated Checks Register

08/01/2019 to 08/31/2019

Job Number: 1382445

| Check  | Payee ID | Payee Name                       | Check Date | Cancel Date | Reverse Date | State Date | Status | BK Job # | Check Amount   |
|--------|----------|----------------------------------|------------|-------------|--------------|------------|--------|----------|----------------|
| EP EFT | 00064921 | PUBLIC EMPLOYEES RETIREMENT      | 08/13/19   | 08/13/19    |              |            | CX     | 1382445  | \$1,057,527.26 |
| EP EFT | 00064922 | PUBLIC EMPLOYEES RETIREMENT      | 08/21/19   | 08/21/19    |              |            | CX     | 1383654  | \$199,211.31   |
| EP EFT | 00064923 | 1117 TUCKER LP                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,171.00     |
| EP EFT | 00064924 | 1510 N WILLOWBROOK LLC           | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$430.00       |
| EP EFT | 00064925 | 527-531 W ROSECRANS AVE LLC      | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,677.00     |
| EP EFT | 00064926 | 708NTAMARIND LLC                 | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,344.00     |
| EP EFT | 00064927 | ACCESS COMMUNITY HOUSING         | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$14,167.00    |
| EP EFT | 00064928 | ANTHONY L ADAMS SR               | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,039.00     |
| EP EFT | 00064929 | SADIE M ADDISON                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$697.00       |
| EP EFT | 00064930 | AFFORDABLE LLC                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,068.00     |
| EP EFT | 00064931 | PAVAN AGARWAL                    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,140.00     |
| EP EFT | 00064932 | RACHEL DENISE AGNEW              | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,455.00     |
| EP EFT | 00064933 | H DAVID & HAIDEH VIJEH ALEXANDER | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$4,229.00     |
| EP EFT | 00064934 | ALHAMBRA-ATLANTIC LP             | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,035.00     |
| EP EFT | 00064935 | MICAH ALI                        | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,735.00     |
| EP EFT | 00064936 | ALONDRA ELITE LIVING LLC         | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,296.00     |
| EP EFT | 00064937 | FRANK ALTAMIRANO                 | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$246.00       |
| EP EFT | 00064938 | ANGEL ALVAREZ                    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,351.00     |
| EP EFT | 00064939 | JUANITA ANDERSON                 | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$4,751.00     |
| EP EFT | 00064940 | EFREN AND MARIA LUZ ANDRADE      | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,724.00     |
| EP EFT | 00064941 | MICHAEL C ANDRY                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,040.00     |
| EP EFT | 00064942 | IMELDA KARINA ANGUIANO           | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$590.00       |
| EP EFT | 00064943 | EL MICHAEL ARMSTRONG             | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$3,899.00     |
| EP EFT | 00064944 | EULA ARMSTRONG                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,800.00     |
| EP EFT | 00064945 | GEORGE ARMSTRONG                 | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$869.00       |
| EP EFT | 00064946 | MARIE ARMSTRONG                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$88.00        |
| EP EFT | 00064947 | ARNETA R OR BEVERLY FINNEY       | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,285.00     |
| EP EFT | 00064948 | BLANCA ARRIOLA                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,674.00     |
| EP EFT | 00064949 | AUTUMN WIND LLC                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$452.00       |
| EP EFT | 00064950 | AUTUMN WIND LLC                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,746.00     |
| EP EFT | 00064951 | GRACIELA BAEZ                    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$766.00       |
| EP EFT | 00064952 | GREGORY A BANKS                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,245.00     |
| EP EFT | 00064953 | SAUTI L BARAKA                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$956.00       |

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| Check  | Payee ID | Payee Name                       | Check Date | Cancel Date | Reverse Date | State Date | Status | BK Job # | Check Amount |
|--------|----------|----------------------------------|------------|-------------|--------------|------------|--------|----------|--------------|
| EP EFT | 00064954 | HAROLD L & PEGGYE R BARNES       | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$952.00     |
| EP EFT | 00064955 | GLENN BAYLESS                    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,454.00   |
| EP EFT | 00064956 | BCAH ENTERPRISES LLC             | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,986.00   |
| EP EFT | 00064957 | CAROL A BEAL                     | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$920.00     |
| EP EFT | 00064958 | KENNETH R BENSON SR              | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,263.00   |
| EP EFT | 00064959 | MELANIE BERRY                    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$7,524.00   |
| EP EFT | 00064960 | BEST WESTERN SUMMIT INN INC      | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,216.00   |
| EP EFT | 00064961 | WILLIE G BOLDEN                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$678.00     |
| EP EFT | 00064962 | LILLIE BOSWELL                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,551.00   |
| EP EFT | 00064963 | BEATRICE OR VIVIAN SMITH BRADLEY | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,175.00   |
| EP EFT | 00064964 | GONZELLA BRAME                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,036.00   |
| EP EFT | 00064965 | ALFRED & LINDA BROOKS            | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,766.00   |
| EP EFT | 00064966 | CAROLYN D BROWN                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,803.00   |
| EP EFT | 00064967 | CHARLINE BROWN                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,800.00   |
| EP EFT | 00064968 | LARENCE BROWN                    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,202.00   |
| EP EFT | 00064969 | PECOLIA DAY BROWN                | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,383.00   |
| EP EFT | 00064970 | SHIRLEY ANN BROWN                | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,387.00   |
| EP EFT | 00064971 | EL MARIE BRUMFIELD               | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,590.00   |
| EP EFT | 00064972 | DOROTHY BURNETT                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$904.00     |
| EP EFT | 00064973 | WALLACE ANDERSON BURNEY III      | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,288.00   |
| EP EFT | 00064974 | PATRICIA McGEE BUTLER            | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,138.00   |
| EP EFT | 00064975 | GEORGE CALCOTE                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,330.00   |
| EP EFT | 00064976 | VIRGIL CALCOTE                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$815.00     |
| EP EFT | 00064977 | ABELINO CAMORLINGO               | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,729.00   |
| EP EFT | 00064978 | JOHN A & MARGARET P CARLISLE     | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,040.00   |
| EP EFT | 00064979 | TONY XIA CHEN                    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$715.00     |
| EP EFT | 00064980 | TAMIKA CHILDRESS                 | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$977.00     |
| EP EFT | 00064981 | DONELDA LAKE CHRISPPELL          | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$797.00     |
| EP EFT | 00064982 | CITY OF INGLEWOOD                | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,372.16   |
| EP EFT | 00064983 | DARRYL COLEMAN                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$815.00     |
| EP EFT | 00064984 | SADIE COLEMAN                    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$149.00     |
| EP EFT | 00064985 | LULA B COLLINS                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,466.00   |
| EP EFT | 00064986 | COMPTON HOLDINGS LLC             | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,219.00   |

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| Check  | Payee ID | Payee Name                       | Check Date | Cancel Date | Reverse Date | State Date | Status | BK Job # | Check Amount |
|--------|----------|----------------------------------|------------|-------------|--------------|------------|--------|----------|--------------|
| EP EFT | 00064987 | COMPTON SENIOR APARTMENTS LP     | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$5,941.00   |
| EP EFT | 00064988 | ROBERTO OR MARIA CORNEJO         | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,729.00   |
| EP EFT | 00064989 | DIANE COUEY                      | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,099.00   |
| EP EFT | 00064990 | JOHN B CRAWFORD                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$4,700.00   |
| EP EFT | 00064991 | CRISPIN SALCEDO SANTOS           | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$967.00     |
| EP EFT | 00064992 | BRENDA CUMMINGS                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,348.00   |
| EP EFT | 00064993 | CURRY TEMPLE SR APT LTD          | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$4,829.00   |
| EP EFT | 00064994 | DELORIS CURTIS                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$894.00     |
| EP EFT | 00064995 | D SCHIPE TRUSTEE OF RODEO TRUST  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$719.00     |
| EP EFT | 00064996 | KEVIN DANG                       | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,051.00   |
| EP EFT | 00064997 | KIM DANG                         | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,395.00   |
| EP EFT | 00064998 | THANH DANG                       | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$929.00     |
| EP EFT | 00064999 | GARY L. DANIELS                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$757.00     |
| EP EFT | 00065000 | FESIA A DAVENPORT                | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$866.00     |
| EP EFT | 00065001 | CATHERINE DAVIS                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$614.00     |
| EP EFT | 00065002 | ERIC DAVIS                       | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,203.00   |
| EP EFT | 00065003 | DAWN PATROL LLC                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$3,429.00   |
| EP EFT | 00065004 | JOSE C DE CASAS                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$917.00     |
| EP EFT | 00065005 | MOISES DE LA TORRE               | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$460.00     |
| EP EFT | 00065006 | DE MIRANDA PROPERTY MGMT         | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,336.00   |
| EP EFT | 00065007 | DESIDERIO LLC                    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$686.00     |
| EP EFT | 00065008 | JOE DIAZ                         | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$3,747.00   |
| EP EFT | 00065009 | LA WRENCE DIGGS                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,036.00   |
| EP EFT | 00065010 | HOLLIS & BERDIE DILLON           | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,043.00   |
| EP EFT | 00065011 | DOROTHY CALLOWAY RVOC LIVING     | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$832.00     |
| EP EFT | 00065012 | ROY E DUMAS                      | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,772.00   |
| EP EFT | 00065013 | MARCO ANTONIO ECHEVERRIA         | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,410.00   |
| EP EFT | 00065014 | ALICE J EDWARDS                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,713.00   |
| EP EFT | 00065015 | HELEN C EDWARDS                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,236.00   |
| EP EFT | 00065016 | LILLIE ENGLISH                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$924.00     |
| EP EFT | 00065017 | ERICK R. ETHERIDGE               | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,999.00   |
| EP EFT | 00065018 | FAITHFUL CHURCH OF GOD IN CHRIST | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$855.00     |
| EP EFT | 00065019 | WESLEY J FARRELL                 | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,350.00   |

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|--------|----------|--------------------------------|------------|-------------|--------------|------------|--------|----------|--------------|
| EP EFT | 00065020 | FRANCISCO FELICIANO            | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,937.00   |
| EP EFT | 00065021 | DENIA L FERGUSON               | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,288.00   |
| EP EFT | 00065022 | HUMBERTO OR ALINA FERNANDEZ    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,754.00   |
| EP EFT | 00065023 | CHRISTOPHER D FIELDS           | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$660.00     |
| EP EFT | 00065024 | LADARO FIGURES                 | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,338.00   |
| EP EFT | 00065025 | RUBEN FLOOD JR                 | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,030.00   |
| EP EFT | 00065026 | DERRICK FLORENCE               | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,482.00   |
| EP EFT | 00065027 | MILTON FORD                    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,243.00   |
| EP EFT | 00065028 | ROBERTA R FOSTER               | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$811.00     |
| EP EFT | 00065029 | ROLEETA J FRENCH               | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,300.00   |
| EP EFT | 00065030 | RUDY GARAVITO                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$949.00     |
| EP EFT | 00065031 | JESUS GARCIA                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$766.00     |
| EP EFT | 00065032 | ALPHONZO OR WILLIE MAE GARLAND | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,351.00   |
| EP EFT | 00065033 | VICTOR GARRETT                 | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,097.00   |
| EP EFT | 00065034 | MINNIE GIBSON FAMILY TRUST     | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$941.00     |
| EP EFT | 00065035 | RAUL GODINEZ                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,061.00   |
| EP EFT | 00065036 | SANDRA GOMEZ                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,906.00   |
| EP EFT | 00065037 | ALBELARDO GONZALEZ             | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,128.00   |
| EP EFT | 00065038 | LOIS CARROLL GOODLOE           | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,143.00   |
| EP EFT | 00065039 | CRAIG D GORDON                 | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,301.00   |
| EP EFT | 00065040 | GRANADA PROPERTIES LLC         | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$7,109.00   |
| EP EFT | 00065041 | CHARLESTON J GRANTHAM          | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$828.00     |
| EP EFT | 00065042 | RODNEY K GRAY                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$839.00     |
| EP EFT | 00065043 | GREEN4 LLC                     | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,923.00   |
| EP EFT | 00065044 | DE ANDRE D GREENE              | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,182.00   |
| EP EFT | 00065045 | VICKIE OR ANTHONY GRIGGS-SMITH | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,237.00   |
| EP EFT | 00065046 | DONALD RAY HALL                | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$3,292.00   |
| EP EFT | 00065047 | JONATHAN HAMMOND SR            | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$781.00     |
| EP EFT | 00065048 | DAVID OR LAVADA HANCOCK        | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$5,747.00   |
| EP EFT | 00065049 | MARY E HANSBOROUGH             | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,871.00   |
| EP EFT | 00065050 | FRANK HARRIS JR                | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$542.00     |
| EP EFT | 00065051 | CLEVELAND HARRIS               | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,118.00   |
| EP EFT | 00065052 | IVRY HARRIS                    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,609.00   |

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|--------|----------|------------------------------------|------------|-------------|--------------|------------|--------|----------|--------------|
| EP EFT | 00065053 | LOUIS D HARRIS                     | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$3,877.00   |
| EP EFT | 00065054 | EMILY HART-HOLIFIELD               | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,194.00   |
| EP EFT | 00065055 | FRANK HARVEY III                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,331.00   |
| EP EFT | 00065056 | PHYLLIS HAYES                      | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,549.00   |
| EP EFT | 00065057 | LONEAR W HEARD-DAVIS               | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$3,571.00   |
| EP EFT | 00065058 | ALBERT L HEARVEY                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,659.00   |
| EP EFT | 00065059 | BARBARA D HENRY                    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$666.00     |
| EP EFT | 00065060 | RAFAEL HEREDIA                     | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,482.00   |
| EP EFT | 00065061 | WAIL HINDI                         | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$4,620.00   |
| EP EFT | 00065062 | KIM THI HOANG                      | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,607.00   |
| EP EFT | 00065063 | NICHOLAS S HOGAN                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$768.00     |
| EP EFT | 00065064 | KEVIN OR SHEREDA HOLMES            | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,782.00   |
| EP EFT | 00065065 | LEON C HOLMES                      | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$312.00     |
| EP EFT | 00065066 | SHADRON HOLMES                     | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,722.00   |
| EP EFT | 00065067 | ROBBIE M HOUSTON                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,464.00   |
| EP EFT | 00065068 | JESSIE LEE HOWARD                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$882.00     |
| EP EFT | 00065069 | MINNIE HOWARD                      | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,713.00   |
| EP EFT | 00065070 | JOAN HUGHES                        | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,385.00   |
| EP EFT | 00065071 | KENNETH OR CHERYL HUNTER           | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$752.00     |
| EP EFT | 00065072 | HWY 111 HOTEL GROUP LP             | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$3,850.00   |
| EP EFT | 00065073 | VICTOR OR IBARRA MENDEZ            | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$859.00     |
| EP EFT | 00065074 | RICARDO IBARRA                     | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,191.00   |
| EP EFT | 00065075 | KIPLING JACKSON OR PAMELA WILLIAMS | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,014.00   |
| EP EFT | 00065076 | CHARLES L & SANDRA E A JACKSON     | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,297.00   |
| EP EFT | 00065077 | THERON JACKSON                     | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,077.00   |
| EP EFT | 00065078 | ANTHONY F JAMES                    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,033.00   |
| EP EFT | 00065079 | BILLIE L JOHNSON                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,814.00   |
| EP EFT | 00065080 | DAVID JOHNSON                      | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$823.00     |
| EP EFT | 00065081 | JAMES OR EULA JOHNSON              | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,522.00   |
| EP EFT | 00065082 | MARCUS C JOHNSON                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,932.00   |
| EP EFT | 00065083 | DIANE E JOHNSON-WALKER             | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,555.00   |
| EP EFT | 00065084 | ALMA L JONES                       | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,959.00   |
| EP EFT | 00065085 | DANYELL JONES                      | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,183.00   |

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| Check  | Payee ID | Payee Name                        | Check Date | Cancel Date | Reverse Date | State Date | Status | BK Job # | Check Amount |
|--------|----------|-----------------------------------|------------|-------------|--------------|------------|--------|----------|--------------|
| EP EFT | 00065086 | HENRY JONES                       | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,573.00   |
| EP EFT | 00065087 | JAMES OTIS JONES                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,084.00   |
| EP EFT | 00065088 | MONA JONES                        | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,776.00   |
| EP EFT | 00065089 | KAREN L KIRKS ADMIN               | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$671.00     |
| EP EFT | 00065090 | ALLEN J KENNETT                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,586.00   |
| EP EFT | 00065091 | BARBARA KEYES                     | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,778.00   |
| EP EFT | 00065092 | DAWIT KIDANE                      | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,365.00   |
| EP EFT | 00065093 | KIM HOA INVESTMENTS LLC           | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$5,149.00   |
| EP EFT | 00065094 | MICHAEL KING                      | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,017.00   |
| EP EFT | 00065095 | TRACEY M LAWRENCE                 | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,094.00   |
| EP EFT | 00065096 | CARLOS W LEAKE                    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$833.00     |
| EP EFT | 00065097 | GERALD LEE                        | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,044.00   |
| EP EFT | 00065098 | GRACE LEE                         | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$730.00     |
| EP EFT | 00065099 | HELEN LEE                         | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,922.00   |
| EP EFT | 00065100 | LETICIA MONTOYA C/O PAMA MGMT INC | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,095.00   |
| EP EFT | 00065101 | GREGORY LEVY                      | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,348.00   |
| EP EFT | 00065102 | FUMEI LIU                         | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$4,243.00   |
| EP EFT | 00065103 | HESTER B LIVELY                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$859.00     |
| EP EFT | 00065104 | HECTOR R LOPEZ                    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,193.00   |
| EP EFT | 00065105 | JOSUE LOPEZ                       | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,139.00   |
| EP EFT | 00065106 | ALMA LURRY                        | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$784.00     |
| EP EFT | 00065107 | ASHOK OR MANJU MADAN              | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$476.00     |
| EP EFT | 00065108 | EARTHA MADISON JR                 | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$720.00     |
| EP EFT | 00065109 | ARIL MANNING                      | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,821.00   |
| EP EFT | 00065110 | CARDELL MANNING                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$411.00     |
| EP EFT | 00065111 | MARTIN TEMPLE AME ZION CHURCH     | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$919.00     |
| EP EFT | 00065112 | EDIE MARTIN                       | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$529.00     |
| EP EFT | 00065113 | GIOVANNI MARTINEZ                 | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$3,670.00   |
| EP EFT | 00065114 | ROBERT T OR VIVIAN J MARTINEZ     | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,178.00   |
| EP EFT | 00065115 | JOE T MASON SR                    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$675.00     |
| EP EFT | 00065116 | ANTHONY E MASON                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,355.00   |
| EP EFT | 00065117 | RUBY L MATTHEWS                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$464.00     |
| EP EFT | 00065118 | ARTHUR OR VALENCIA MAYFIELD       | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$393.00     |

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|--------|----------|---------------------------------|------------|-------------|--------------|------------|--------|----------|--------------|
| EP EFT | 00065119 | EVERLEANE B MAYFIELD            | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$782.00     |
| EP EFT | 00065120 | WILLIE M & HATTIE E MC DANIEL   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$719.00     |
| EP EFT | 00065121 | MILDRED MC GUIRE                | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$942.00     |
| EP EFT | 00065122 | GLORIA J HUFF MC QUEEN          | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$805.00     |
| EP EFT | 00065123 | AAKASH MEHTA                    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,079.00   |
| EP EFT | 00065124 | CARLOS MENDEZ                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,562.00   |
| EP EFT | 00065125 | IGNACIO IBARRA MENDEZ           | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$12,035.00  |
| EP EFT | 00065126 | JAVIER MENDEZ                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,706.00   |
| EP EFT | 00065127 | JUAN B MENDEZ                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$4,226.00   |
| EP EFT | 00065128 | EULOS & BEVERLY MILLER          | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$3,776.00   |
| EP EFT | 00065129 | APRIL D MITCHELL                | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,416.00   |
| EP EFT | 00065130 | KINGSLEY M MMEJE                | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,384.00   |
| EP EFT | 00065131 | FELICIA MOODY                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$887.00     |
| EP EFT | 00065132 | BILLIE JO MOORE                 | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$714.00     |
| EP EFT | 00065133 | IVANIA R OR PAUL MORALES        | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$782.00     |
| EP EFT | 00065134 | KAREN MORALES OR ANDREW MORALES | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,415.00   |
| EP EFT | 00065135 | MARJIE P MOSLEY                 | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,494.00   |
| EP EFT | 00065136 | ROY LEE MOSLEY                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$3,965.00   |
| EP EFT | 00065137 | DAVID MUNOZ                     | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$244.00     |
| EP EFT | 00065138 | OSCAR A MUNOZ                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$948.00     |
| EP EFT | 00065139 | OXFORD MURRY                    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$841.00     |
| EP EFT | 00065140 | CRISANTO NEVAREZ                | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,016.00   |
| EP EFT | 00065141 | CHRISTOPHER NEWCOMBE            | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$4,160.00   |
| EP EFT | 00065142 | MIKE HONG NGAN                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,487.00   |
| EP EFT | 00065143 | COLLINS I NWEKE                 | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$975.00     |
| EP EFT | 00065144 | JAMES OGBURN                    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,000.00   |
| EP EFT | 00065145 | KATHY OH & TIMOTHY DEBAETS      | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$3,580.00   |
| EP EFT | 00065146 | JULIE ANN OH                    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,945.00   |
| EP EFT | 00065147 | RUTH C OLMSTED                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$792.00     |
| EP EFT | 00065148 | CHIERE J. OR HAROLD L. OWENS    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$713.00     |
| EP EFT | 00065149 | ESTATE OF OLLIE LEE PALMER      | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$360.00     |
| EP EFT | 00065150 | ON JUNG PARK                    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,495.00   |
| EP EFT | 00065151 | MARIO C PERES                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$716.00     |

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|-----------------|----------|-----------------------------|------------|-------------|--------------|------------|--------|----------|--------------|
| EP EFT 00065152 | 1000567  | JAMES L PERRY               | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$899.00     |
| EP EFT 00065153 | 10009207 | ARCELIA PESCHIA             | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,376.00   |
| EP EFT 00065154 | 10009105 | PI PROPERTIES NO 170 LLC    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$868.00     |
| EP EFT 00065155 | 10009052 | PI PROPERTIES NO 34 LLC     | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,344.00   |
| EP EFT 00065156 | 10009106 | PI PROPERTIES NO 86 LLC     | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$718.00     |
| EP EFT 00065157 | 10008235 | PI PROPERTIES NO. 77 LLC    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,554.00   |
| EP EFT 00065158 | 10009127 | ERIC G PIPKIN               | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,364.00   |
| EP EFT 00065159 | 10003687 | MINTHORNE POLE              | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$435.00     |
| EP EFT 00065160 | 10007602 | ANDREA Y OR PAMELA EDWARDS  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$863.00     |
| EP EFT 00065161 | 10003215 | RENAE L POWELL              | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,038.00   |
| EP EFT 00065162 | 10008985 | DIANE PRINCE                | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$874.00     |
| EP EFT 00065163 | 10007046 | PROGRESSIVE EQUITIES LLC    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,724.00   |
| EP EFT 00065164 | 10008350 | VERLEAN RACHAL              | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,021.00   |
| EP EFT 00065165 | 00714515 | LAWRENCE M RAMSEY           | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$4,276.00   |
| EP EFT 00065166 | 10007409 | MONA RANDLE                 | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,178.00   |
| EP EFT 00065167 | 10002119 | JAMES RANSOM                | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,224.00   |
| EP EFT 00065168 | 10006011 | GARY A REECE                | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,399.00   |
| EP EFT 00065169 | 10007678 | DANIELA REYES               | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,565.00   |
| EP EFT 00065170 | 10008873 | ANDREW REYNOLDS             | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,151.00   |
| EP EFT 00065171 | 10008568 | DIONDRE RICHARDS            | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$765.00     |
| EP EFT 00065172 | 10003430 | MIKE RIOS                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$735.00     |
| EP EFT 00065173 | 10008989 | RENEE RIOS                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$3,883.00   |
| EP EFT 00065174 | 10008976 | JOSE RIVAS                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,990.00   |
| EP EFT 00065175 | 10007290 | GILBERTO RIVERA             | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,347.00   |
| EP EFT 00065176 | 10008642 | DOMONIQUE ROBERTS           | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,129.00   |
| EP EFT 00065177 | 10005711 | SHANALA D ROBERTS           | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$867.00     |
| EP EFT 00065178 | 10007154 | VENUS J M ROBERTS           | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$805.00     |
| EP EFT 00065179 | 10008347 | IRENE OR MARVIN K ROBINSON  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$3,298.00   |
| EP EFT 00065180 | 10002268 | MICHELLE A GLASPIE ROBINSON | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,589.00   |
| EP EFT 00065181 | 10006175 | ERIK ROGERS                 | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$3,164.00   |
| EP EFT 00065182 | 10005604 | CRISTINA ROJO               | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,176.00   |
| EP EFT 00065183 | 10002723 | CINDY ROSS                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$3,392.00   |
| EP EFT 00065184 | 10008057 | OTIS OR TRACEY RUCKER       | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,805.00   |

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|--------|----------|------------------------------------|------------|-------------|--------------|------------|--------|----------|--------------|
| EP EFT | 00065185 | AQUIL SAAFIR                       | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$925.00     |
| EP EFT | 00065186 | JEFFERY D SALLIE                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,665.00   |
| EP EFT | 00065187 | ICILDA SANFORD                     | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,465.00   |
| EP EFT | 00065188 | SANTA FE APARTMENTS CORP           | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$3,744.00   |
| EP EFT | 00065189 | SCTHU LLC                          | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,685.00   |
| EP EFT | 00065190 | SCWJ LLC                           | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$7,431.00   |
| EP EFT | 00065191 | CHARLES A SEALS                    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,945.00   |
| EP EFT | 00065192 | MAXIMILIANO S & CONCEPCION SEGOVIA | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,428.00   |
| EP EFT | 00065193 | W SPAULDING SETTLE                 | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$11,443.00  |
| EP EFT | 00065194 | VERGIE E SEYMORE                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,269.00   |
| EP EFT | 00065195 | DONALD SHAW SR.                    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,141.00   |
| EP EFT | 00065196 | SHELTER FIRST LLC                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,985.00   |
| EP EFT | 00065197 | LEE & SARAH SHELTON                | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$819.00     |
| EP EFT | 00065198 | DEBRA A SHELTON-LOVE               | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$3,242.00   |
| EP EFT | 00065199 | MANDI SHERMAN                      | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$3,626.00   |
| EP EFT | 00065200 | BARBARA OR SIMIEN                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,031.00   |
| EP EFT | 00065201 | THELMA M SIMMONS                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,191.00   |
| EP EFT | 00065202 | JAMMIE LEE SMITH                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$585.00     |
| EP EFT | 00065203 | MARION SMITH                       | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,020.00   |
| EP EFT | 00065204 | TATIANA SMITH                      | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,259.00   |
| EP EFT | 00065205 | TYRONE SMITH                       | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$3,270.00   |
| EP EFT | 00065206 | WILBERT OR LEE ET TA SMITH         | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$988.00     |
| EP EFT | 00065207 | YOLANDA Y SMITH                    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,507.00   |
| EP EFT | 00065208 | DANIELLE C SMYER                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$616.00     |
| EP EFT | 00065209 | SOLA REAL ESTATE FUND I LLC        | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,100.00   |
| EP EFT | 00065210 | ASHOK K SOOD OR SUSHAM SOOD        | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$4,584.00   |
| EP EFT | 00065211 | SOUTHWESTERN ENTERPRISES           | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$3,680.00   |
| EP EFT | 00065212 | EUGENE & VERNA ST AMANT            | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,837.00   |
| EP EFT | 00065213 | JOHNNY STALL WORTH II              | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$692.00     |
| EP EFT | 00065214 | ALEX STAMIRE                       | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$8,829.00   |
| EP EFT | 00065215 | ALEX STAMIRE                       | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$5,092.00   |
| EP EFT | 00065216 | STANLEY & LEATRICE JOHNSON         | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,040.00   |
| EP EFT | 00065217 | JOSEPH STEPHEN                     | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$7,708.00   |

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# City of Compton Consolidated Checks Register

08/01/2019 to 08/31/2019

Job Number: 1384728

| Check  | Payee ID | Payee Name                      | Check Date | Cancel Date | Reverse Date | State Date | Status | BK Job # | Check Amount |
|--------|----------|---------------------------------|------------|-------------|--------------|------------|--------|----------|--------------|
| EP EFT | 00065218 | AMBROSE STEVENS                 | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$3,158.00   |
| EP EFT | 00065219 | SVPP PROPERTIES LLC             | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$3,873.00   |
| EP EFT | 00065220 | SYCLE GROUP LLC                 | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,111.00   |
| EP EFT | 00065221 | T K PROPERTIES LLC              | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,224.00   |
| EP EFT | 00065222 | WILLIAM TANNER OR REGINA TANNER | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,104.00   |
| EP EFT | 00065223 | TERRY LYNN TASBY                | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,078.00   |
| EP EFT | 00065224 | DELETHA TAYLOR                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$166.00     |
| EP EFT | 00065225 | JACQUELINE TAYLOR               | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,414.00   |
| EP EFT | 00065226 | LAVERNE TAYLOR                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$736.00     |
| EP EFT | 00065227 | LEO OR BETTE TAYLOR             | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,128.00   |
| EP EFT | 00065228 | TDB CONSULTING SOLUTIONS INC    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$4,316.00   |
| EP EFT | 00065229 | THE PRUDE FAMILY TRUST          | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,336.00   |
| EP EFT | 00065230 | EVELYN THIBEAUX                 | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$725.00     |
| EP EFT | 00065231 | CHRISTIAN THOMAS                | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,192.00   |
| EP EFT | 00065232 | BERDIS THOMPSON                 | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$844.00     |
| EP EFT | 00065233 | JERRY D THORNTON                | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,697.00   |
| EP EFT | 00065234 | EVA J TOLBERT                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$3,852.00   |
| EP EFT | 00065235 | TOMMIE MARQUETTE TRUST          | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,386.00   |
| EP EFT | 00065236 | LATANYA J ALLEN TOWNSEND        | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$556.00     |
| EP EFT | 00065237 | JANNICE TUCKER                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$824.00     |
| EP EFT | 00065238 | KEVIN L TUCKER                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$4.00       |
| EP EFT | 00065239 | ARENA M. TURNER-COPELAND        | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$634.00     |
| EP EFT | 00065240 | WARREN W & VIRGINIA R VALDRY    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$483.00     |
| EP EFT | 00065241 | SHEILA VASQUEZ                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,089.00   |
| EP EFT | 00065242 | SYLVIA D VERNON                 | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,076.00   |
| EP EFT | 00065243 | JOSE MANUEL VILLALOBOS          | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$868.00     |
| EP EFT | 00065244 | VU NGOC QUANG                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,191.00   |
| EP EFT | 00065245 | DONALD S WADE                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,171.00   |
| EP EFT | 00065246 | JAMES WALKER                    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$582.00     |
| EP EFT | 00065247 | LUCINDA WARREN                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$751.00     |
| EP EFT | 00065248 | DUDLEY LOUIE WASHINGTON         | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,152.00   |
| EP EFT | 00065249 | GAIL M WASHINGTON               | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,779.00   |
| EP EFT | 00065250 | WATTS LABOR COMMUNITY ACTION    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,229.00   |

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Report: BK3005A - BK3005A: Consolidated Check Register - Dates

City of Compton  
**Consolidated Checks Register**

08/01/2019 to 08/31/2019

Job Number: 1384728

| Check                     | Payee ID | Payee Name                        | Check Date | Cancel Date | Reverse Date | Stale Date | Status | BK Job # | Check Amount                   |
|---------------------------|----------|-----------------------------------|------------|-------------|--------------|------------|--------|----------|--------------------------------|
| EP EFT                    | 00065251 | WILLIE A WATTS-TROUTMAN           | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,252.00                     |
| EP EFT                    | 00065252 | JESSE R or YVONNE A WEBB          | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,049.00                     |
| EP EFT                    | 00065253 | JOYCE M WELLS                     | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$95.00                        |
| EP EFT                    | 00065254 | WILBERT JR & ALTHEA WILLIAMS LVNG | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$5,918.00                     |
| EP EFT                    | 00065255 | LACHANDRA WILKERSON               | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$2,926.00                     |
| EP EFT                    | 00065256 | MONIQUE WILKES                    | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$3,690.00                     |
| EP EFT                    | 00065257 | LTASHIKA WILLIAMS                 | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$846.00                       |
| EP EFT                    | 00065258 | TYRONE OR GERALDINE WILLIAMS      | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,250.00                     |
| EP EFT                    | 00065259 | VERONICA WILLIAMS                 | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$568.00                       |
| EP EFT                    | 00065260 | MARIE WILLIS                      | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,156.00                     |
| EP EFT                    | 00065261 | ROBERT L WILLIS                   | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$666.00                       |
| EP EFT                    | 00065262 | WISE CAPITAL LLC                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,406.00                     |
| EP EFT                    | 00065263 | JOHNNY OR PEGGIE WITHERS          | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$4,599.00                     |
| EP EFT                    | 00065264 | TRINA WITHERSPOON                 | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,169.00                     |
| EP EFT                    | 00065265 | GIRMA WOLDE                       | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,794.00                     |
| EP EFT                    | 00065266 | BILLIE WOODS                      | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$488.00                       |
| EP EFT                    | 00065267 | KENNETH G WRIGHT                  | 08/26/19   | 08/26/19    |              |            | CX     | 1384728  | \$1,382.00                     |
| EP EFT                    | 00065268 | PUBLIC EMPLOYEES RETIREMENT       | 08/28/19   | 08/28/19    |              |            | CX     | 1385784  | \$462,948.00                   |
| EP EFT                    | 00065269 | PUBLIC EMPLOYEES RETIREMENT       | 08/28/19   | 08/28/19    |              |            | CX     | 1385784  | \$734,173.63                   |
| <b>** SORT TOTALS **</b>  |          |                                   |            |             |              |            |        |          |                                |
|                           |          |                                   |            |             |              |            |        |          | Cancelled: \$3,075,556.36      |
|                           |          |                                   |            |             |              |            |        |          | EP Group Total: \$3,075,556.36 |
| <b>** GRAND TOTALS **</b> |          |                                   |            |             |              |            |        |          | Grand Total: \$3,075,556.36    |

City of Compton  
**Consolidated Checks Register**

08/01/2019 to 08/31/2019

Job Number:

| Check | Payee ID | Payee Name | Check<br>Date | Cancel<br>Date | Reverse<br>Date | State<br>Date | Status | BK Job # | Check Amount |
|-------|----------|------------|---------------|----------------|-----------------|---------------|--------|----------|--------------|
|-------|----------|------------|---------------|----------------|-----------------|---------------|--------|----------|--------------|

There are no checks within this date range.

**September 17, 2019**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
COMPTON AUTHORIZING THE CITY MANAGER TO ENTER  
INTO A THIRTY-FOUR (34) MONTH PROFESSIONAL SERVICES  
AGREEMENT WITH ASHLEY SANELLO, M.D. FOR SERVICES  
AS MEDICAL DIRECTOR OF EMERGENCY MEDICAL  
SERVICES FOR THE CITY OF COMPTON FIRE DEPARTMENT  
(\$103,700)**

### **SUMMARY**

Adoption of this resolution will authorize the City Manager to enter into a thirty-four (34) month (September 1, 2019 - June 30, 2022), professional services agreement with Ashley Sanello, M.D., to provide consultation services as Medical Director of Emergency Medical Services for the City of Compton Department ("Department") and establish a purchase order in the amount of Thirty-Four Thousand Dollars and Zero Cents (\$34,000.00) for services to be rendered during the remainder of Fiscal Year 2019-2020.

### **BACKGROUND**

The Department's paramedics administer narcotics during the course of their duties, thus, the City is required to have a medical doctor under contract to oversee the drug log, the purchasing of required medication carried on the paramedic units, inventory, proper usage and distribution, and compliance with regulations of the Los Angeles County Department of Health Services.

### **STATEMENT OF ISSUE**

The Department solicited proposals from various medical practitioners via email, phone contacts and during the bi-monthly meetings held at the EMS Agency in Santa Fe Springs. Proposals were received from only one vendor; Ashley Sanello, M.D. (fee of \$100.00 per hour).

Dr. Ashley Sanello is a qualified medical professional and she has demonstrated competence and professionalism. After evaluation of the proposals submitted, staff determined that the proposal and fee submitted by Dr. Sanello was deemed to most responsive medical professional to provide the needed oversight and consultation services to the Department.

In accessing the urgency of the Department's need for having a medical doctor's services available now, it is in the best interest of the Department and the City to retain the services of Dr. Sanello.

Staff is recommending that the City enter into a thirty-four (34) month (i.e. September 1, 2019 through June 30, 2022) professional services agreement with Ashley Sanello, M.D. Cost for the agreement is as follows:

|                              |               |
|------------------------------|---------------|
| First Year (FY 2019 – 2020)  | = \$34,000.00 |
| Second Year (FY 2020 – 2021) | = \$34,850.00 |
| Third Year (FY 2021 – 2022)  | = \$34,850.00 |

City Council approval is needed because the expenditure exceed \$25,000.00 Dollars.

### **FISCAL IMPACT**

Funds in the amount of Thirty-Four Thousand Dollars and Zero Cents (\$34,000.00) for services to be rendered for the remainder of Fiscal Year 2019-2020 (i.e. September 1, 2019 through June 30, 2020) are available in Account No. 1001-690-000-4269. Funding for the remaining years of the agreement shall be appropriated in future City budgets.

### **RECOMMENDATION**

It is the recommended that Council adopt the attached Resolution.

**RONERICK D. 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  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A THIRTY-FOUR (34)  
MONTH PROFESSIONAL SERVICES AGREEMENT AND ESTABLISH A  
PURCHASE ORDER FOR ASHLEY SANELLO, M.D. FOR SERVICES AS  
MEDICAL DIRECTOR OF EMERGENCY MEDICAL SERVICES FOR THE  
CITY OF COMPTON FIRE DEPARTMENT (\$103,700)**

**WHEREAS**, the Compton Fire Department's ("Department") paramedics administer narcotics during the course of their duties, thus, the City is required to have a medical doctor under contract to oversee the drug log, including the purchasing of required medication carried on the paramedic units, inventory, proper usage and distribution, and compliance with regulations of the Los Angeles County Department of Health Services; and

**WHEREAS**, the solicited proposals of a number of medical practitioners for providing the needed consultation services as the Department's Medical Director of Emergency Medical Services. Proposals were received from only one vendor: Ashley Sanello, M.D. (\$100.00 per hour); and

**WHEREAS**, Dr. Ashley Sanello has been selected because she was the most responsive medical practitioner for providing the needed professional consultation services as the Department's Medical Director of Emergency Medical Services. After evaluation of the proposal submitted, staff determined that the proposal and fee (i.e. \$34,000.00 for the remainder of Fiscal Year 2019-2020, \$34,850.00 for Fiscal Year 2020-2021 and \$34,850.00 for Fiscal Year 2021-2022) submitted by Dr. Sanello was deemed the most responsive medical professional to provide the needed oversight and consultation services to the Department; and

**WHEREAS**, in accessing the urgency of the Department's need for having a medical doctor's services available now, it is in the best interest of the Department and the City to retain the services of Dr. Sanello due to the fact that without a Medical Director the Department will be required to cease operation of the paramedic program; and

**WHEREAS**, adequate funds for this expenditure are allocated 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 Manager, on the advice and upon approval of the City Attorney is hereby authorized to enter into a thirty-four (34) month (i.e. September 1, 2019 through June 30, 2022) professional services agreement with Ashley Sanello, M.D. for provision of consultation services as the Medical Director of the Fire Department's Emergency Medical Services at a cost of \$34,000 for Fiscal Year 2019-2020; \$34,850.00 for Fiscal Year 2020-2021; and \$34,850.00 for Fiscal Year 2021-2022.

**SECTION 2.** That a purchase order in the amount of Thirty-Four Thousand Dollars and Zero Cents (\$34,000.00) is authorized to be established for Ashley Sanello, M.D. for services to be rendered during the remainder of Fiscal Year 2019-2020 (i.e. July 1, 2019 through June 30, 2020).

**SECTION 3.** That funds in the amount of Thirty-Four Thousand Dollars and Zero Cents (\$34,000.00) are available in the Fire Department's 2019-2020 Fiscal Year budget Account No. 1001-690-000-4269. Funding for the remaining years of the agreement shall be appropriated in future City budgets.

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

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

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
**MAYOR OF THE CITY OF COMPTON**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK OF THE CITY OF COMPTON**

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

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

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

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

\_\_\_\_\_  
**CITY CLERK OF THE CITY OF COMPTON**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
CITY OF COMPTON  
AND  
ASHLEY SANELLO, M.D.**

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 **ASHLEY SANELLO, M.D.** (hereinafter referred to as "**CONSULTANT**" or "**MEDICAL DIRECTOR**"), located at 3330 Lomita Boulevard, Torrance, California 90505.

**RECITALS:**

**WHEREAS**, the Compton Fire Department's paramedics administer narcotics during the course of their duties, thus, the City has identified the need for employing a medical doctor under contract to oversee the drug log, including the purchasing of required medication carried on the paramedic units, inventory, proper usage and distribution, and compliance with regulations of the Los Angeles County Department of Health Services; and

**WHEREAS**, Consultant (Ashley Sanello, M.D.) represents that she is a licensed medical practitioner, in good standing, specifically trained, experienced, competent, and has the resources to provide such services which will be required by this Agreement; and

**WHEREAS**, by Resolution No. \_\_\_\_\_, adopted on the \_\_\_\_ of \_\_\_\_\_ 2019, the City Council authorized the City Manager to enter into a thirty-four (34) month (September 1, 2019 through June 30, 2022) professional services agreement with Ashley Sanello, M.D. to provide the necessary services; and

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

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

**AGREEMENT:**

**1. Services to be rendered by Consultant.** It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing professional consultation services as Medical Director of Emergency Medical Services for the City of Compton Fire Department ("Department"), as more particularly detailed in the "**Scope of Services**," which is attached hereto, identified as **Attachment A**, and incorporated herein.

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 his own cost and expense (except as otherwise expressly agreed to be furnished by the City), 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 his 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 Consultant determines that are necessary, if any, to perform the services required by this Agreement. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give her personal attention to the fulfillment of the provisions of this Agreement by all of her employees and sub-consultants, if any, and will keep the services under her control. On demand of City, if any employee or sub-consultant 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 rendered pursuant to this Agreement.

**Ashley Sanello, M.D.**, shall be primarily responsible for performing the services required by this Agreement.

**2. Duration of Contract.** The parties agree that this Agreement shall commence effective September 1, 2019 and be effective through June 30, 2022, unless terminated earlier. If any services are performed by the Consultant, pursuant to the written request of the City, after the expiration or termination of this Agreement, the Consultant shall be compensated at the hourly rate of One Hundred Fifty Dollars (\$150.00) for such services rendered at the written request of the City.

**3. Compensation.** The method of payment for the services rendered will be based on a fee-for-services basis, billable at a rate of **One Hundred Dollars (\$100.00)** per hour. It is understood and agreed between the parties that the maximum compensation payable for the services to be provided by the Consultant shall be limited not-to-exceed the amount of Thirty-Four thousand (\$34,000.00) during the period of September 1, 2019 through June 30, 2020. During the period of July 1, 2020 through June 30, 2022 a pay increase of 2.5% will be initiated so that the Consultant shall be limited not-to-exceed the amount of \$34,850.00 during this period of time.

The total sum paid the Consultant will include compensation for all work, 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 services. In the instance of a change in the scope of services, adjustment to the compensation may be negotiated between the Consultant 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 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, for the undisputed reasonable value of services performed, 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 **Fire Chief of the Compton Fire Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

Unless there is a dispute as to the validity of the services and/or charges submitted, if the City fails to compensate Consultant for the invoiced amount within at least thirty-seven (37) days after receipt of the itemized invoice, then the Consultant may upon five (5) days written notice to the City, cease performing the services for the City until the amount outstanding and due has been received by the Consultant.

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

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 her agents, employees or subconsultants. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or his employees or sub-consultants. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or Consultant of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this section, from any balance owing to Consultant.

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

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

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

**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, his officers, employees, subconsultants 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 subconsultants. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this

Agreement. All insurance required hereunder shall be primary with respect to any insurance maintained by the City.

Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the below-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 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

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

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

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

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

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

14. Warranties. Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with City, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential

information or trade secrets of any other person or entity and (iv) that Consultant has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

**15. General Compliance with Laws.** Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner 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, including, but not limited to strict compliance with the California Confidentiality of Medical Information Act and the Health Insurance Portability and Privacy Act and any regulations promulgated thereunder.

**16. Termination.** In the event of the Consultant's failure to prosecute, deliver, or perform the services, or materially breaches any provisions of this Agreement, after giving written notice thereof 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 fifteen (15) 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. 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 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.

**24. 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.

**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 Consultant:**

**Ashley Sanello, M.D.  
3330 Lomita Boulevard  
Torrance, California 90505  
(626) 824-1090  
Email: ashleysanello@gmail.com**

To City:

**City of Compton**  
**205 South Willowbrook Avenue**  
**Compton, California 90220**  
**Attn: Fire Chief, Compton Fire Department**  
**(310) 605-5670**  
**(310) 632-8414 – 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, CONSULTANT** has executed this Agreement, and the **CITY**, by its City Manager, who is authorized to do so, has executed this Agreement.

**ASHLEY SANELLO, M.D.**  
**CONSULTANT**

Dated: \_\_\_\_\_

By \_\_\_\_\_  
**Ashley Sanello, M.D.**

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

By \_\_\_\_\_  
**Ronerick Simpson, Fire Chief**  
**Compton Fire Department**

Dated: \_\_\_\_\_

Approved by:

Dated: \_\_\_\_\_

By \_\_\_\_\_  
**Craig J. Cornwell, City Manager**

**Approved as to form:**

**By** \_\_\_\_\_  
**Damon Brown, City Attorney**

**Dated:** \_\_\_\_\_

**ATTEST:**

**Dated:** \_\_\_\_\_

**By** \_\_\_\_\_  
**Alita Godwin, City Clerk**

**“ATTACHMENT A”**

**Professional Services Agreement – Ashley Sanello, M.D.  
(Consultant) Medical Director of Compton Fire  
Department Emergency Medical Services**

**Scope of Services Provided by Consultant:**

1. Consultant's services shall be provided subject to the approval of the Fire Chief of the Compton Fire Department.
2. Consultant is required to develop and maintain a positive and effective working relationship with the Compton Fire Department Emergency Medical Services (“EMS”) Coordinator, Nurse Educator and Training Chief and shall monitor the medical training programs, including the content and program delivery and analyze and report upon its effectiveness in the community.
3. Consultant shall supervise and evaluate the implementation of an EMS Quality Improvement and Assurance Program for the Fire Department's EMT-P, EMT-B and EMT-D personnel and any specific pilot programs identified and designated by Los Angeles County Department of Health.
4. Consultant shall provide consultant liaison services between the Compton Fire Department and the emergency medical community, including, but limited to local hospitals, the Los Angeles County Department of Health and other EMS agencies and colleagues.
5. Consultant shall provide oversight services in the procurement of pharmacological agents and controlled substances/devices.
6. Consultant shall provide advisory services to the Fire Chief and/or his designee on matters of medical services, as required. Such services may include, but not be limited to advice on physical fitness programs for firefighters, reviewing injuries and accidents, safety orders and procedures.
7. Consultant shall provide such reports and records to the Fire Chief as will permit an effective and comparable evaluation of the programs and services described herein.
8. Consultant shall provide professional advice and assistance to the Fire Department relating to oversight responsibilities for the Automatic External Defibrillators (“AED”) installed in public locations and City facilities within the City of Compton. Assistance from Consultant shall include oversight and direction regarding the development and implementation of an Internal Emergency Response System, as required by state law, in conjunction with the installation of the AED's. Also, assisting the Department and City with ensuring compliance with state regulations and requirements for AED's, including training, notification and maintenance.

**BUSINESS ASSOCIATE AGREEMENT  
BETWEEN  
CITY OF COMPTON  
AND  
ASHLEY SANELLO, M.D.**

This Business Associate Agreement (hereinafter "**Agreement**") supplements and is made part of the Underlying Agreement (as defined below).

This **Agreement** is made by and between City of Compton (hereinafter "**Covered Entity**") and Ashley Sanello, M.D. (hereinafter "**Business Associate**").

**ARTICLE 1**

**INTRODUCTION**

**1.1 Covered Entity and Business Associate** have entered into a separate agreement, entitled "**Professional Services Agreement**", or other documented arrangement (the "**Underlying Agreement**"), pursuant to which **Business Associate** may provide services for **Covered Entity** that require **Business Associate** to access, create and/or use Protected Health Information that is confidential under state and federal laws.

**1.2 Covered Entity and Business Associate** intend to protect the privacy and provide for the security of Personal Health Information disclosed by **Covered Entity** to **Business Associate**, or collected or created by **Business Associate** pursuant the **Underlying Agreement**, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and the regulations promulgated thereunder, including without limitation, the regulations codified at 45 CFR Parts 160 and 164 ("HIPPA Regulations"); the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the "Secretary") (the "HITECH Act"); and other applicable state and federal laws, all as amended from time to time, including as amended by the Final Rule issued by the Secretary on January 17, 2013 titled "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPPA Rules".

**1.3** The HIPPA Regulations require **Covered Entity** to enter into an agreement with **Business Associate** meeting certain requirements with respect to the Use and Disclosure of Personal Health Information, which are met by this **Agreement**.

**ARTICLE 2**

**DEFINITIONS**

**2.1** Terms used herein without definition shall have the meanings ascribed to them in the HIPAA Regulations or the HITECH Act, as applicable.

**2.2** For purposes of this Agreement:

- a. "Breach" means the acquisition, access, use, or disclosure of Personal Health Information in a manner not permitted under Subpart E of 45 CFR Part 164 that

compromises the security or privacy of the PHI (within the meaning of 45 CFR 164.402).

- b. "Designated Record Set" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR 164.501.
- c. "Electronic Personal Information" or "ePHI" means Personal Health Information that is transmitted by or maintained in electronic media as defined in 45 CFR 160.103.
- d. "Individual" shall have the same meaning as the term "Individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- e. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, subparts A and E.
- f. "Personal Health Information" or "PHI" shall have the same meaning as the term "Personal Health Information" in 45 CFR 164.501, limited to the information created or received by **Business Associate** from or on behalf of **Covered Entity**.
- g. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- h. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- i. "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in regulations or other guidance issued under Section 13402(h)(2) of HITECH.

### **ARTICLE 3**

#### **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

##### **3.1 Business Associate agrees to:**

a. Permitted Uses and Disclosures. Only Use or Disclose PHI for the purposes of (i) performing **Business Associate's** obligations under the **Underlying Agreement** and as permitted by this **Agreement**; or (ii) as permitted or Required by Law; or (iii) as otherwise permitted by this Agreement. **Business Associate** shall not Use or further Disclose PHI other than as permitted or required by this **Agreement** or as Required by Law. Further, **Business Associate** shall not Use or Disclose PHI in any manner that would constitute a violation of the HIPAA Regulations or the HITECH Act if so used by **Covered Entity**, except that **Business Associate** may Use PHI (i) for the proper management and administration of **Business Associate**; and (ii) to carry out the legal responsibilities of **Business Associate**. **Business Associate** may Disclose for the proper management and administration of **Business Associate**, to carry out its legal responsibilities or for payment purposes as specified in 45 CFR Section 164.506(c)(1) and (3), including but not limited to Disclosure to a business associate on behalf of a covered entity or health care provider for payment purposes of such covered entity or health care provider, with the expectation that such parties will provide reciprocal assistance to **Covered Entity**, provided that with respect to any such Disclosure either (i) the Disclosure is Required by Law; or (ii) for permitted Disclosures when Required by Law, **Business Associate** shall obtain a written agreement from the person to who the PHI is to be Disclosed that such person will hold

the PHI in confidence and will not use and further disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by **Business Associate** to such person, and that such person will notify **Business Associate** of any instances of which it is aware the confidentiality of the PHI has been breached.

b. Appropriate Safeguards. Implement physical, technical, and administrative safeguards that (a) reasonably and appropriately protect the confidentiality, integrity and availability of ePHI that it creates, receives, maintains or transmits on behalf of **Covered Entity**; and (b) to prevent the Use or Disclosure of PHI other than as permitted under HIPPA Regulations, this Agreement or as Required By Law.

c. Compliance with Security Provisions. **Business Associate** shall (i) implement and maintain administrative safeguards as required by 45 CFR Section 164.308, physical safeguards as required by 45 CFR Section 164.310 and technical safeguards as required by 45 CFR Section 164.312; (ii) implement and document reasonable and appropriate policies and procedures as required by 45 CFR 164.316; and (iii) be in compliance with all requirements of the HITECH Act related to security and applicable as if **Business Associate** were a "covered entity," as such term is defined in HIPAA.

d. Compliance with Privacy Provisions. **Business Associate** shall only Use and Disclose PHI in compliance with each applicable requirement of 45 CFR Section 164.504(e). **Business Associate** shall comply with all requirements of the HITECH Act related to privacy and applicable as if **Business Associate** were a "covered entity," as such term is defined in HIPAA. To the extent **Business Associate** is to carry out one or more of **Covered Entity's** obligation(s) under Subpart E of 45 CFR Part 164, **Business Associate** shall comply with the requirements of Subpart E that apply to **Covered Entity** in the performance of such obligation(s).

e. Assurances. Provide **Covered Entity** with written assurances that any PHI placed on any type of mobile media, including, but by no means limited to, lap top computers, lpads and mobile phones, is encrypted in accordance with guidance issued by the Secretary.

f. Breach Reporting. Report in writing to **Covered Entity** within two (2) business days after discovery, any suspected or actual: (a) access, use or disclosure of PHI not permitted by this **Agreement**; (b) Breach of unsecured PHI in accordance with 45 CFR 164.410; (c) security breach or intrusion; or (d) use or disclosure of PHI in violation of any applicable federal or state laws or regulations. **Business Associate** will implement a reasonable system for discovery of Breaches.

g. Mitigation. Mitigate, to the extent practicable and mandated by law, any harmful effect that is known to **Business Associate** of a use or disclosure of PHI by **Business Associate** in violation of the requirements of this **Agreement**.

h. Agents and Subcontractors. **Business Associate** shall not disclose PHI created or received by **Business Associate** on behalf of **Covered Entity** to a person, including any agent or subcontractor of **Business Associate**, but not including a member of **Business Associate's** own workforce, until such person agrees in writing to be bound by the provisions of this **Agreement** and applicable state or federal law.

i. Access to PHI. In the event that the **Business Associate** maintains PHI in a Designated Record Set, **Business Associate** agrees to provide access, within ten (10) days of a request by **Covered Entity** in the time and manner designated by **Covered Entity**, to PHI in a Designated Record Set, to **Covered Entity** or, as directed by **Covered Entity**, to an Individual in order to meet the requirements under 45 CFR 164.524.

j. Amendment of PHI. In the event that the **Business Associate** maintains PHI in a Designated Record Set, **Business Associate** agrees to make any amendment(s) to PHI in a designated record set that the **Covered Entity** directs or agrees to pursuant to 45 CFR 164.526 at the request of **Covered Entity** or an Individual, within ten (10) days of receipt of a request from **Covered Entity** and in the time and manner designated by **Covered Entity**.

k. Accounting Rights. This subsection (k) is subject to subsection (l) below. **Business Associate** shall make available to **Covered Entity**, in response to a request from an Individual, information required for an accounting of disclosures of PHI with respect to the Individual, in accordance with 45 CFR Section 164.528, incorporating exceptions to such accounting designated under such regulations. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the HIPAA Regulations. **Business Associate** shall provide such information as is necessary to provide an accounting within ten (10) days of **Covered Entity's** request. Such accounting must be provided without cost to the Individual or to **Covered Entity** if it is the first accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if **Business Associate** informs **Covered Entity** and **Covered Entity** informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as **Business Associate** maintains PHI.

l. Accounting of Disclosures of Electronic Health Records. The provisions of this subsection (l) shall be effective on the date specified in the HITECH Act. If **Business Associate** is deemed to use or maintain an Electronic Health Record on behalf of **Covered Entity**, then, in addition to complying with the requirements set forth in subsection (k) above, **Business Associate** shall maintain an accounting of any Disclosures made through such Electronic Health Record for Treatment, Payment and Health Care Operations, as applicable. Such accounting shall comply with the requirements of the HITECH Act. Upon request of the **Covered Entity**, **Business Associate** shall provide such accounting to **Covered Entity** in the time and manner specified by **Covered Entity** and in compliance with the HITECH Act. Alternatively, if **Covered Entity** responds to an Individual's request for an accounting of Disclosures made through an Electronic Health Record by providing the requesting Individual with a list of all business associates acting on behalf of **Covered Entity**, **Business Associate** shall provide such accounting directly to the requesting Individual in the time and manner specified by the HITECH Act.

m. Electronic Transactions. If **Business Associate** conducts any Standard Transaction for or on behalf of **Covered Entity**, **Business Associate** shall comply with the requirements under the Electronic Transaction Rule (as those terms are defined in the Security Rule).

n. Government Access. Make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by **Business Associate** on behalf of, **Covered Entity** available to the **Covered Entity**, or at the request of the **Covered Entity** to the Secretary, in a time and manner designated by the **Covered Entity** or the Secretary, for purposes of the Secretary determining **Covered Entity's** compliance with the Privacy Rule. In the event such a request comes directly from the Secretary, **Business Associate** agrees to notify **Covered Entity** immediately of such request.

o. Inspection. Within ten (10) business days of a written request by **Covered Entity**, **Business Associate** and its agents or subcontractors, if any, shall allow **Covered Entity** to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies

and procedures relating to the use or disclosure of PHI pursuant to this **Agreement** for the purpose of determining whether **Business Associate** has complied with this Agreement; provided, however, that (a) **Business Associate** and **Covered Entity** will mutually agree in advance upon the scope, location and timing of such an inspection, and (b) **Covered Entity** will protect the confidentiality of all confidential and proprietary information of **Business Associate** to which **Covered Entity** has access during the course of such inspection.

p. Identity Theft. Implementation of an Identity Theft Monitoring Policy and Procedure, to protect any patient information that may be breached by the **Business Associate** to the extent applicable under the Federal Trade Commission's Red Flag Rules.

**3.2.1 HITECH Compliance. Business Associate** shall:

a. not receive, directly or indirectly, any impermissible remuneration in exchange for PHI or ePHI, except as permitted by HITECH § 13405(d) or the HIPAA Regulations;

b. comply with the marketing and other restrictions applicable to **Business Associates** contained in HITECH § 13406 and the HIPAA Regulations;

c. to the extent required under HITECH § 13404, fully comply with the applicable requirements of 45 CFR 164.502(e)(2) for each use or disclosure of PHI;

d. to the extent required under HITECH § 13401, fully comply with 45 CFR 164.308, 164.310, 164.312, and 164.316;

e. to the extent required under HITECH §§ 13401 and 13404, comply with the additional privacy and security requirements that apply to covered entities in the same manner and to the same extent as **Covered Entity** is required to do so; and

f. to the extent required under the HIPAA Regulations, comply with the privacy and security requirements that apply to **Business Associates**.

**3.3 State Privacy Laws. Business Associate** shall understand and comply with state privacy laws to the extent that such state privacy laws are not preempted by HIPAA or HITECH. .

**3.4 Informed Workforce. Business Associate** shall not disclose PHI to any member of its workforce unless **Business Associate** has advised such person of **Business Associate's** privacy and security obligations under this **Agreement**, including the consequences for violation of such obligations. **Business Associate** shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in violations of this **Agreement** and applicable law.

## ARTICLE 4

### **OBLIGATIONS OF COVERED ENTITY**

**4.1 Notice of Privacy Practices. Covered Entity** shall provide **Business Associate** with the notice of privacy practices that **Covered Entity** produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

**4.2 Permissible Requests. Covered Entity** shall not request **Business Associate** to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by **Covered Entity**.

## ARTICLE 5

### TERM AND TERMINATION

**5.1** Term. The obligations set forth in this **Agreement** shall be effective as of the date the first PHI is released to **Business Associate** pursuant to this **Agreement**, and shall terminate only when all of the PHI provided by **Covered Entity** to **Business Associate**, or created or received by **Business Associate** on behalf of **Covered Entity**, is destroyed or returned to **Covered Entity**, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Article 56.

**5.2** Termination for Cause. **Covered Entity** may immediately terminate this **Agreement** and related contracts if **Covered Entity** determines that the **Business Associate** has breached a material term of this **Agreement**. Alternatively, **Covered Entity** may choose to: (i) provide **Business Associate** with ten (10) days written notice of the existence of an alleged material breach; and (ii) afford the **Business Associate** an opportunity to cure said alleged material breach to the satisfaction of **Covered Entity** within ten (10) days. The **Covered Entity's** failure to cure shall be grounds for immediate termination of this **Agreement**. **Covered Entity's** remedies under this **Agreement** are cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

**5.3** Breach. In the event **Business Associate** fails to perform the obligations under this **Agreement**, **Covered Entity** may, at its option:

- a. Require **Business Associate** to submit to a plan of compliance, including monitoring by **Covered Entity** and reporting by **Business Associate**, as **Covered Entity**, in its sole discretion, determines necessary to maintain compliance with this **Agreement** and applicable law. Such plan shall be incorporated into this **Agreement** by amendment hereto; and
- b. Require **Business Associate** to mitigate any loss occasioned by the unauthorized disclosure or use of PHI.
- c. Immediately discontinue providing PHI to **Business Associate** with or without written notice to **Business Associate**.

**5.4** Effect of Termination.

a. Except as provided in subsection b, below, upon termination of this Agreement, for any reason, **Business Associate** shall return or destroy all PHI received from **Covered Entity**, or created or received by **Business Associate** on behalf of **Covered Entity**. This provision shall apply to PHI that is in the possession of subcontractors or agents of **Business Associate**. **Business Associate** shall retain no copies of the PHI.

b. In the event that **Business Associate** determines that returning or destroying the PHI is infeasible, **Business Associate** shall provide to **Covered Entity** notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible; **Business Associate** shall extend the protections of this **Agreement** to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as **Business Associate** maintains such PHI.

## ARTICLE 6

### MISCELLANEOUS

**6.1 Disclaimer.** **Covered Entity** makes no warranty or representation that compliance by **Business Associate** with this **Agreement**, HIPAA, HITECH, or the HIPAA Regulations will be adequate or satisfactory for **Business Associate's** own purposes. **Business Associate** is solely responsible for all decisions made by **Business Associate** regarding the safeguarding of PHI.

**6.2 Assistance in Litigation or Administrative Proceedings.** **Business Associate** shall make itself, and any subcontractors, employees, affiliates or agents assisting **Business Associate** in the performance of its obligations under this **Agreement**, available to **Covered Entity**, at no cost to **Covered Entity**, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against **Covered Entity**, its directors, officers or employees based upon a claimed violation of HIPAA, HITECH, the HIPAA Regulations, or other laws relating to security and privacy, except where **Business Associate** or its subcontractor, employee or agent is named adverse party.

**6.3 Survival.** The respective rights and obligations of **Business Associate** under this section shall survive the termination of this **Agreement** and the **Underlying Agreement**.

**6.4 Ownership of Information.** **Covered Entity** holds all right, title, and interest in and to the PHI and **Business Associate** does not hold and will not acquire by virtue of this **Agreement** or by virtue of providing goods or services to **Covered Entity**, any right, title, or interest in or to the PHI or any portion thereof.

**6.5 Arbitration.** Except for Injunctive relief as described below in subsection 6.6, the Parties agree that any disputes arising out of the terms of this **Agreement**, their interpretation, including, but not limited to any potential claims of breach of contract, shall be subject to Binding Arbitration in Los Angeles County, California before the American Arbitration Association under its national rules for the resolution of commercial disputes, or by a retired judge to be mutually agreed upon. The Parties agree that the prevailing party in any arbitration shall be entitled to injunctive relief in any court of competent jurisdiction to enforce the Arbitration award. The Parties agree that the prevailing party in any arbitration shall be awarded its reasonable attorneys' fees and costs to the extent provided by law.

**6.6 Right to Injunctive Relief.** **Business Associate** expressly acknowledges and agrees that the breach, or threatened breach, by it of any provision of this **Agreement** may cause **Covered Entity** to be irreparably harmed and that **Covered Entity** may not have an adequate remedy at law. Therefore, **Business Associate** agrees that upon such breach, or threatened breach, **Covered Entity** will be entitled to seek injunctive relief to prevent **Business Associate** from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to **Covered Entity** at law or in equity.

**6.7 Regulatory References.** A reference in this **Agreement** to a section in HIPAA, HITECH or the HIPAA Regulations means the section as in effect or as amended.

**6.8 Amendment.** **Covered Entity** may amend this **Agreement** by providing ten (10) days prior written notice to **Business Associate** in order to maintain compliance with state or federal law. Such amendment shall be binding upon **Business Associate** at the end of the ten (10) day period and shall not require the consent of **Business Associate**. **Business Associate** may elect to discontinue the **Agreement** within the ten (10) day period, but **Business Associate's** duties

hereunder to maintain the security and privacy of PHI shall survive such discontinuance. **Covered Entity** and **Business Associate** may otherwise amend this **Agreement** by mutual written contract.

**6.9 Interpretation.** Any ambiguity in this **Agreement** shall be resolved in favor of a meaning that permits **Covered Entity** to comply with the HIPAA Regulations.

**6.10 Severability.** In the event any part or parts of this **Agreement** are held to be unenforceable, the remainder of this **Agreement** will continue in effect.

**6.11 Notices.** Under this **Agreement**, whenever one party is required to give notice to the other, it shall be considered given if it is mailed by First Class United States mail, postage prepaid, and addressed as follows:

**Business Associate:** **Ashley Sanello, M.D.**  
3330 Lomita Boulevard  
Torrance, California 90505  
Phone: (626) 824-1090 - Cell

**Covered Entity:** **City of Compton**  
205 South Willowbrook Avenue  
Compton, California 90220  
Attn: Fire Chief  
Phone: (310) 605-5670  
Fax.: (310) 632-8414

**6.12 Binding Nature and Assignment.** This **Agreement** shall be binding on the Parties named in it and their permitted assigns. **Business Associate** may not assign this **Agreement** without the prior written permission of the **Covered Entity**. This permission shall not be unreasonably withheld.

**6.13 Change of Address.** Either Party may at any time change its address for notification purposes by mailing a notice stating the change and giving the new address.

**6.14 Article Headings.** The article headings are for reference and convenience only, and shall not affect the understanding or explanation of this **Agreement**.

**6.15 Force Majeure.** **Business Associate** shall be excused from fulfilling this **Agreement** for any period **Business Associate** is prevented from doing so because of an Act of God, war, civil disturbance, court order, labor dispute or other cause beyond its reasonable control, and this shall not be a reason for ending the **Agreement**.

**6.16 Entire Agreement.** This **Agreement** consists of this document, which supplements the **Underlying Agreement** and is the entire agreement between the Parties. There are no other agreements that are not fully stated in this **Agreement** and no change, release or discharge of responsibilities arising under this **Agreement** shall be valid unless it is in writing and carried out by the Party against whom such change, release or discharge is sought to be enforced.

**6.17 Independent Contractor.** The relationship of **Covered Entity** and **Business Associate** is that of independent contractors. All acts performed by **Business Associate** shall be deemed to be performed in its capacity as an independent contractor.

**6.18 Counterparts.** This **Agreement** may be executed in counterparts.

**6.19** Governing Law. This **Agreement** and all matters or issues collateral thereto shall be governed by the laws of the State of California.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this **Agreement** and the undersigned warrants and represents that they have the legal authority to bind the party for which they are signing.

**COVERED ENTITY: CITY OF COMPTON**

Signature: \_\_\_\_\_  
Name: Craig J. Cornwell  
Title: City Manager  
Date: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
Damon Brown, City Attorney

**BUSINESS ASSOCIATE: ASHLEY SANELLO, M.D.**

Signature: \_\_\_\_\_  
Name: Ashley Sanello, M.D.  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**September 17, 2019**

**TO: HONORABLE MAYOR AND COUNCIL**

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
COMPTON AUTHORIZING THE CITY MANAGER TO ENTER  
INTO A THIRTY-FOUR (34) MONTH PROFESSIONAL SERVICES  
AGREEMENT WITH KRISTINA CREWS, RN TO PROVIDE  
NURSE EDUCATOR SERVICES FOR THE COMPTON FIRE  
DEPARTMENT AND ESTABLISH A PURCHASE ORDER  
(\$39,000)**

**SUMMARY**

Adoption of this resolution will authorize the City Manager to enter into a thirty-four (34) month (i.e. September 1, 2019 through June 30, 2022) professional services agreement with Kristina Crews, RN for the purpose of providing training, education, quality assurance and quality improvement for the Compton Fire Department personnel who respond to medical emergencies via the "911" system. Additionally, to establish a purchase order in the amount of Thirty-Nine Thousand Dollars and Zero Cents (\$39,000.00) for services to be rendered during the remainder of Fiscal Year 2019-2020.

**BACKGROUND**

The Compton Fire Department ("Department") currently operates three (3) paramedic units, four (4) fire engines and one (1) truck to provide emergency medical care and treatment to those accessing the emergency "911" system. The Department must maintain a Continuing Education and Quality Assurance Program to be reviewed by Los Angeles County Department of Health Services annually. In the course of the responders' duties, education, training, and quality assurance measures need to be established and monitored on an ongoing basis. Industry standards recommend that procedures are monitored and examined. The majority, if not all, fire agencies utilize a registered nurse to conduct training sessions for emergency medical personnel, as well as handle the quality assurance and improvements in their respective departments.

For a number of years, the Department had not been in a position to employ the services of a professional nurse educator due to budget restraints; however, because of the nature of the work being performed by field personnel, this crucial service must be performed.

**STATEMENT OF ISSUE**

Staff solicited proposals from various professionals in the industry via email and through announcement during the bi-monthly meetings held at the EMS Agency in Santa Fe Springs. Proposals were received from only two professionals: Blue Helmet Training at fees of \$75.00 per hour plus travel expenses and Kristina Crews, RN at fees of \$65.00 per hour. The selection of the most responsive qualified consultant was on the basis of demonstrated competence and professional qualifications. After evaluation of the proposals submitted, while both consultants are comparably qualified, staff determined that the proposal and fee submitted by Kristina Crews, RN was deemed the most responsive to provide the needed services.

By contracting with a qualified professional to provide these needed services the issues of quality assurance and control can be tracked with the results provided to the Los Angeles County Department of Health Services as required by all agencies providing Pre-Hospital Care in the County of Los Angeles.

Staff is recommending that the City enter into a thirty-four (34) month (i.e. September 1, 2019 through June 30, 2022) professional service agreement with Kristina Crews, R.N. Cost for the agreement is as follows:

|                              |               |
|------------------------------|---------------|
| First Year (FY 2019 – 2020)  | = \$39,000.00 |
| Second Year (FY 2020 – 2021) | = \$39,990.00 |
| Third Year (FY 2021 – 2022)  | = \$39,990.00 |

City Council approval is needed because the expenditure exceed \$25,000.00 Dollars.

**FISCAL IMPACT**

Funds for this expenditure for Fiscal Year 2019-2020 are currently budgeted in the Fire Department budget in Account No. 1001-690-000-4269. Funding for the remaining years of the agreement shall be appropriated in future City budgets.

**RECOMMENDATION**

Staff recommends that Council adopt the attached Resolution.

**RONERICK D. 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  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A THIRTY-FOUR (34)  
MONTH PROFESSIONAL SERVICES AGREEMENT WITH KRISTINA  
CREWS, RN TO PROVIDE NURSE EDUCATOR SERVICES FOR THE  
COMPTON FIRE DEPARTMENT AND ESTABLISH A PURCHASE ORDER  
(\$39,000.00)**

**WHEREAS**, the Compton Fire Department ("Department") currently operates three (3) paramedic units, four (4) fire engines and one (1) truck to provide emergency medical care and treatment to those accessing the emergency "911" system; and

**WHEREAS**, in the course of the responders' duties, education, training, and quality assurance measures need to be established and monitored on an ongoing basis; and

**WHEREAS**, the Department must maintain a Continuing Education and Quality Assurance Program to be reviewed by Los Angeles County Department of Health Services annually; and

**WHEREAS**, the Department does not have the qualified and experienced staff to perform these functions, thus the department must hire a qualified and experienced nurse educator to teach continuing educating, oversee and review Emergency Medical Services forms and maintain its Quality Assurance Program; and

**WHEREAS**, staff solicited proposals from various professionals in the industry, with proposals received from Blue Helmet Training and Kristina Crews, RN; and

**WHEREAS**, the selection of the most responsive qualified consultant was on the basis of demonstrated competence and professional qualifications and after evaluation of the proposals submitted, while both consultants are comparably qualified, staff has determined that the needs of the Department can best be met by entering into a thirty-four (34) month agreement with Kristina Crews, RN at a cost of \$39,000.00 for Fiscal Year ("FY") 2019-2020, \$39,990.00 for FY 2020-2021, and \$39,990.00 for FY 2021-2022; and

**WHEREAS**, funds for this expenditure are allocated in the Fire 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, on the advice and approval of the City Attorney is hereby authorized to enter into a thirty-four (34) month (i.e. September 1, 2019 through June 30, 2022) professional services agreement with Kristina Crews, RN for the purpose of providing training, education, quality assurance and quality improvement for the Compton Fire Department personnel who respond to medical emergencies via the "911" system at a cost of \$39,000.00 for Fiscal Year 2019-2020; \$39,990.00 for Fiscal Year 2020-2021; and \$39,990.00 for Fiscal Year 2021-2022.

**Section 2.** That a purchase order in the amount of Thirty-Nine Thousand Dollars (\$39,000.00.00) for services to be rendered for the remainder of Fiscal Year 2019-2020 (September 1, 2019 through June 30, 2020), is authorized to be established for Kristina Crews.

**Section 3.** That funds in the amount of Thirty-Nine Thousand Nine Hundred Ninety Dollars (\$39,990.00) for this expenditure are available in the Fire Department's 2019-2020 Fiscal Year budget in Account No. 1001-69-0000-4269. Funding for the remaining years of the agreement shall be appropriated in future City budgets.

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

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

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
**MAYOR OF THE CITY OF COMPTON**

**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  
KRISTINA CREWS, RN, MICN, PCC**

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 **KRISTINA CREWS, RN, MICN, PCC** (hereinafter referred to as "**CONSULTANT**" or "**COORDINATOR**"), located at 20005 Flavian Avenue, Torrance, California 90503.

**RECITALS:**

**WHEREAS**, the Compton Fire Department's paramedics and/or emergency medical technicians provide and administer emergency medical services during the course of their duties, thus, the City has identified the need for employing a registered nurse under contract to provide continuing education and training needs which meet the criteria established and required by the Los Angeles County Department of Health Services and the State of California; and

**WHEREAS**, Consultant (Kristina Crews, R.N.) represents that she is a licensed registered nurse, mobile intensive care nurse and pre-hospital care coordinator, in good standing, specifically trained, experienced, competent, and has the resources to provide such services which will be required by this Agreement; and

**WHEREAS**, by Resolution No. \_\_\_\_\_, adopted on the \_\_\_\_ of \_\_\_\_\_ 2019, the City Council authorized the City Manager to enter into a thirty-four (34) month (September 1, 2019 through June 30, 2022) professional services agreement with Kristina Crews, R.N. to provide the necessary services; and

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

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

**AGREEMENT:**

**1. Services to be rendered by Consultant.** It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing professional consultation services as Medical Services Educator/Quality Improvement Coordinator for the City of Compton Fire Department ("Department"), as more particularly detailed in the "**Scope of Services**," which is attached hereto, identified as **Attachment A**, and incorporated herein.

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 his own cost and expense (except as otherwise expressly agreed to be furnished by the City), 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 his 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 Consultant determines that are necessary, if any, to perform the services required by this Agreement. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give her personal attention to the fulfillment of the provisions of this Agreement by all of her employees and sub-consultants, if any, and will keep the services under her control. On demand of City, if any employee or sub-consultant 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 rendered pursuant to this Agreement.

**Kristina Crews, R.N.**, shall be primarily responsible for performing the services required by this Agreement.

**2. Duration of Contract.** The parties agree that this Agreement shall commence effective September 1, 2019 and be effective through June 30, 2022, unless terminated earlier.

**3. Compensation.** The method of payment for the services rendered will be based on a fee-for-services basis, billable at a rate of **Sixty-Five Dollars (\$65.00)** per hour. It is understood and agreed between the parties that the maximum compensation payable for the services to be provided by the Consultant shall be limited not-to-exceed the amount of **Thirty-Nine thousand (\$39,000.00)** during the period of September 1, 2019 through June 30, 2020. During the period of July 1, 2020 through June 30, 2022 a pay increase of 2.54% will be initiated so that the Consultant shall be limited not-to-exceed the amount of \$39,990.00 during this period of time.

The total sum 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 services. In the instance of a change in the scope of services, adjustment to the compensation may be negotiated between the Consultant 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 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, for the undisputed reasonable value of services performed, 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 **Fire Chief of the Compton Fire Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

Unless there is a dispute as to the validity of the services and/or charges submitted, if the City fails to compensate Consultant for the invoiced amount within at least thirty-seven (37) days after receipt of the itemized invoice, then the Consultant may upon five (5) days written notice to the City, cease performing the services for the City until the amount outstanding and due has been received by the Consultant.

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

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

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

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

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

**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, his officers, employees, subconsultants 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 subconsultants. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this

Agreement. All insurance required hereunder shall be primary with respect to any insurance maintained by the City.

Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the below-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 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

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

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

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

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

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

14. Warranties. Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant's undertaking this relationship with City, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential

information or trade secrets of any other person or entity and (iv) that Consultant has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

**15. General Compliance with Laws.** Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner 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, including, but not limited to strict compliance with the California Confidentiality of Medical Information Act and the Health Insurance Portability and Privacy Act and any regulations promulgated thereunder.

**16. Termination.** In the event of the Consultant's failure to prosecute, deliver, or perform the services, or materially breaches any provisions of this Agreement, after giving written notice thereof 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 fifteen (15) 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. 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 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.

**24. 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.

**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) calendar days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

**To Consultant:**

**Kristina Crews, R.N.  
20005 Flavian Avenue  
Torrance, CA 90503  
(310) 595-4805  
Email: crewsinwith2@yahoo.com**

To City:

**City of Compton**  
**205 South Willowbrook Avenue**  
**Compton, California 90220**  
**Attn: Fire Chief, Compton Fire Department**  
**(310) 605-5670**  
**(310) 632-8414 – 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, CONSULTANT** has executed this Agreement, and the **CITY**, by its City Manager, who is authorized to do so, has executed this Agreement.

**KRISTINA CREWS, R.N.**  
**CONSULTANT/COORDINATOR**

Dated: \_\_\_\_\_

By \_\_\_\_\_  
**Kristina Crews, R.N.**

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

By \_\_\_\_\_  
**Ronerick D. Simpson, Fire Chief**  
**Compton Fire Department**

Dated: \_\_\_\_\_

Approved by:

Dated: \_\_\_\_\_

By \_\_\_\_\_  
**Craig J. Cornwell, City Manager**

**Approved as to form:**

**By** \_\_\_\_\_  
**Damon Brown, City Attorney**

**Dated:** \_\_\_\_\_

**ATTEST:**

**Dated:** \_\_\_\_\_

**By** \_\_\_\_\_  
**Alita Godwin, City Clerk**

**“ATTACHMENT A”**

**Professional Services Agreement – Kristina Crews, R.N. (Consultant)  
Emergency Medical Services Educator/Quality Improvement Coordinator  
Compton Fire Department Emergency Medical Services**

**Scope of Services Provided by Consultant:**

1. Consultant's services shall be provided subject to the approval of the Fire Chief of the Compton Fire Department ("Department") or his/her authorized designee.
2. Consultant shall identify and analyze on an on-going basis, the training needs of the Department's paramedics and emergency medical technicians.
3. Consultant shall provide annually, a minimum of twenty-four (24) hours of relevant continuing education to each Department shift (i.e. Shifts "A", "B", and "C") of the Department's paramedics and/or emergency medical technicians. All continuing education so provided shall meet the criteria established by the County of Los Angeles Department of Health and the State of California to fulfill re-certification requirements. Training will be delivered at the City's Fire stations.
4. Consultant shall monitor and evaluate the performance, skills and application of knowledge of pre-hospital care personnel in a clinical and/or field setting; identifying any deviation from the standard of care.
5. Consultant shall maintain Quality improvement Plan, develop Quality Improvement indicators, monitor compliance and analyze trends by evaluating documentation of EMS reports and work to design and provide training to fulfill specific identified needs. Consultant shall provide representation at Los Angeles County EMS QI meetings quarterly.
6. Consultant shall provide such records, policies and reports to the Fire Chief and/or his/her authorized designee as will permit an effective and comparable evaluation of the programs above.
7. Consultant shall assist in the selection and training of the Department's paramedic/emergency medical technicians trainees as needed.
8. Consultant shall assist the PMC by acting as liaison with hospital representatives to review and analyze pre-hospital patient care in relation to hospital outcome data with the goal of quality assurance/improvement.

**BUSINESS ASSOCIATE AGREEMENT  
BETWEEN  
CITY OF COMPTON  
AND  
KRISTINA CREWS, RN, MICN, PCC**

This Business Associate Agreement (hereinafter "**Agreement**") supplements and is made part of the Underlying Agreement (as defined below).

This **Agreement** is made by and between City of Compton (hereinafter "**Covered Entity**") and Kristina Crews, RN, MICN, PCC (hereinafter "**Business Associate**").

**ARTICLE 1**

**INTRODUCTION**

**1.1 Covered Entity and Business Associate** have entered into a separate agreement, entitled "**Professional Services Agreement**", or other documented arrangement (the "**Underlying Agreement**"), pursuant to which **Business Associate** may provide services for **Covered Entity** that require **Business Associate** to access, create and/or use Protected Health Information that is confidential under state and federal laws.

**1.2 Covered Entity and Business Associate** intend to protect the privacy and provide for the security of Personal Health Information disclosed by **Covered Entity** to **Business Associate**, or collected or created by **Business Associate** pursuant the **Underlying Agreement**, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and the regulations promulgated thereunder, including without limitation, the regulations codified at 45 CFR Parts 160 and 164 ("HIPPA Regulations"); the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the "Secretary") (the "HITECH Act"); and other applicable state and federal laws, all as amended from time to time, including as amended by the Final Rule issued by the Secretary on January 17, 2013 titled "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPPA Rules".

**1.3** The HIPPA Regulations require **Covered Entity** to enter into an agreement with **Business Associate** meeting certain requirements with respect to the Use and Disclosure of Personal Health Information, which are met by this **Agreement**.

**ARTICLE 2**

**DEFINITIONS**

**2.1** Terms used herein without definition shall have the meanings ascribed to them in the HIPAA Regulations or the HITECH Act, as applicable.

**2.2** For purposes of this Agreement:

- a. "Breach" means the acquisition, access, use, or disclosure of Personal Health Information in a manner not permitted under Subpart E of 45 CFR Part 164 that

compromises the security or privacy of the PHI (within the meaning of 45 CFR 164.402).

- b. "Designated Record Set" shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR 164.501.
- c. "Electronic Personal Information" or "ePHI" means Personal Health Information that is transmitted by or maintained in electronic media as defined in 45 CFR 160.103.
- d. "Individual" shall have the same meaning as the term "Individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- e. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, subparts A and E.
- f. "Personal Health Information" or "PHI" shall have the same meaning as the term "Personal Health Information" in 45 CFR 164.501, limited to the information created or received by **Business Associate** from or on behalf of **Covered Entity**.
- g. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- h. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- i. "Unsecured PHI" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in regulations or other guidance issued under Section 13402(h)(2) of HITECH.

### ARTICLE 3

#### **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

##### **3.1 Business Associate agrees to:**

a. Permitted Uses and Disclosures. Only Use or Disclose PHI for the purposes of (i) performing **Business Associate's** obligations under the **Underlying Agreement** and as permitted by this **Agreement**; or (ii) as permitted or Required by Law; or (iii) as otherwise permitted by this Agreement. **Business Associate** shall not Use or further Disclose PHI other than as permitted or required by this **Agreement** or as Required by Law. Further, **Business Associate** shall not Use or Disclose PHI in any manner that would constitute a violation of the HIPAA Regulations or the HITECH Act if so used by **Covered Entity**, except that **Business Associate** may Use PHI (i) for the proper management and administration of **Business Associate**; and (ii) to carry out the legal responsibilities of **Business Associate**. **Business Associate** may Disclose for the proper management and administration of **Business Associate**, to carry out its legal responsibilities or for payment purposes as specified in 45 CFR Section 164.506(c)(1) and (3), including but not limited to Disclosure to a business associate on behalf of a covered entity or health care provider for payment purposes of such covered entity or health care provider, with the expectation that such parties will provide reciprocal assistance to **Covered Entity**, provided that with respect to any such Disclosure either (i) the Disclosure is Required by Law; or (ii) for permitted Disclosures when Required by Law, **Business Associate** shall obtain a written agreement from the person to who the PHI is to be Disclosed that such person will hold

the PHI in confidence and will not use and further disclose such PHI except as Required by Law and for the purpose(s) for which it was Disclosed by **Business Associate** to such person, and that such person will notify **Business Associate** of any instances of which it is aware the confidentiality of the PHI has been breached.

b. Appropriate Safeguards. Implement physical, technical, and administrative safeguards that (a) reasonably and appropriately protect the confidentiality, integrity and availability of ePHI that it creates, receives, maintains or transmits on behalf of **Covered Entity**; and (b) to prevent the Use or Disclosure of PHI other than as permitted under HIPPA Regulations, this Agreement or as Required By Law.

c. Compliance with Security Provisions. **Business Associate** shall (i) implement and maintain administrative safeguards as required by 45 CFR Section 164.308, physical safeguards as required by 45 CFR Section 164.310 and technical safeguards as required by 45 CFR Section 164.312; (ii) implement and document reasonable and appropriate policies and procedures as required by 45 CFR 164.316; and (iii) be in compliance with all requirements of the HITECH Act related to security and applicable as if **Business Associate** were a "covered entity," as such term is defined in HIPAA.

d. Compliance with Privacy Provisions. **Business Associate** shall only Use and Disclose PHI in compliance with each applicable requirement of 45 CFR Section 164.504(e). **Business Associate** shall comply with all requirements of the HITECH Act related to privacy and applicable as if **Business Associate** were a "covered entity," as such term is defined in HIPAA. To the extent **Business Associate** is to carry out one or more of **Covered Entity's** obligation(s) under Subpart E of 45 CFR Part 164, **Business Associate** shall comply with the requirements of Subpart E that apply to **Covered Entity** in the performance of such obligation(s).

e. Assurances. Provide **Covered Entity** with written assurances that any PHI placed on any type of mobile media, including, but by no means limited to, lap top computers, lpads and mobile phones, is encrypted in accordance with guidance issued by the Secretary.

f. Breach Reporting. Report in writing to **Covered Entity** within two (2) business days after discovery, any suspected or actual: (a) access, use or disclosure of PHI not permitted by this **Agreement**; (b) Breach of unsecured PHI in accordance with 45 CFR 164.410; (c) security breach or intrusion; or (d) use or disclosure of PHI in violation of any applicable federal or state laws or regulations. **Business Associate** will implement a reasonable system for discovery of Breaches.

g. Mitigation. Mitigate, to the extent practicable and mandated by law, any harmful effect that is known to **Business Associate** of a use or disclosure of PHI by **Business Associate** in violation of the requirements of this **Agreement**.

h. Agents and Subcontractors. **Business Associate** shall not disclose PHI created or received by **Business Associate** on behalf of **Covered Entity** to a person, including any agent or subcontractor of **Business Associate**, but not including a member of **Business Associate's** own workforce, until such person agrees in writing to be bound by the provisions of this **Agreement** and applicable state or federal law.

i. Access to PHI. In the event that the **Business Associate** maintains PHI in a Designated Record Set, **Business Associate** agrees to provide access, within ten (10) days of a request by **Covered Entity** in the time and manner designated by **Covered Entity**, to PHI in a Designated Record Set, to **Covered Entity** or, as directed by **Covered Entity**, to an Individual in order to meet the requirements under 45 CFR 164.524.

j. Amendment of PHI. In the event that the **Business Associate** maintains PHI in a Designated Record Set, **Business Associate** agrees to make any amendment(s) to PHI in a designated record set that the **Covered Entity** directs or agrees to pursuant to 45 CFR 164.526 at the request of **Covered Entity** or an Individual, within ten (10) days of receipt of a request from **Covered Entity** and in the time and manner designated by **Covered Entity**.

k. Accounting Rights. This subsection (k) is subject to subsection (l) below. **Business Associate** shall make available to **Covered Entity**, in response to a request from an Individual, information required for an accounting of disclosures of PHI with respect to the Individual, in accordance with 45 CFR Section 164.528, incorporating exceptions to such accounting designated under such regulations. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the HIPAA Regulations. **Business Associate** shall provide such information as is necessary to provide an accounting within ten (10) days of **Covered Entity's** request. Such accounting must be provided without cost to the Individual or to **Covered Entity** if it is the first accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if **Business Associate** informs **Covered Entity** and **Covered Entity** informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as **Business Associate** maintains PHI.

l. Accounting of Disclosures of Electronic Health Records. The provisions of this subsection (l) shall be effective on the date specified in the HITECH Act. If **Business Associate** is deemed to use or maintain an Electronic Health Record on behalf of **Covered Entity**, then, in addition to complying with the requirements set forth in subsection (k) above, **Business Associate** shall maintain an accounting of any Disclosures made through such Electronic Health Record for Treatment, Payment and Health Care Operations, as applicable. Such accounting shall comply with the requirements of the HITECH Act. Upon request of the **Covered Entity**, **Business Associate** shall provide such accounting to **Covered Entity** in the time and manner specified by **Covered Entity** and in compliance with the HITECH Act. Alternatively, if **Covered Entity** responds to an Individual's request for an accounting of Disclosures made through an Electronic Health Record by providing the requesting Individual with a list of all business associates acting on behalf of **Covered Entity**, **Business Associate** shall provide such accounting directly to the requesting Individual in the time and manner specified by the HITECH Act.

m. Electronic Transactions. If **Business Associate** conducts any Standard Transaction for or on behalf of **Covered Entity**, **Business Associate** shall comply with the requirements under the Electronic Transaction Rule (as those terms are defined in the Security Rule).

n. Government Access. Make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by **Business Associate** on behalf of, **Covered Entity** available to the **Covered Entity**, or at the request of the **Covered Entity** to the Secretary, in a time and manner designated by the **Covered Entity** or the Secretary, for purposes of the Secretary determining **Covered Entity's** compliance with the Privacy Rule. In the event such a request comes directly from the Secretary, **Business Associate** agrees to notify **Covered Entity** immediately of such request.

o. Inspection. Within ten (10) business days of a written request by **Covered Entity**, **Business Associate** and its agents or subcontractors, if any, shall allow **Covered Entity** to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies

and procedures relating to the use or disclosure of PHI pursuant to this **Agreement** for the purpose of determining whether **Business Associate** has complied with this Agreement; provided, however, that (a) **Business Associate** and **Covered Entity** will mutually agree in advance upon the scope, location and timing of such an inspection, and (b) **Covered Entity** will protect the confidentiality of all confidential and proprietary information of **Business Associate** to which **Covered Entity** has access during the course of such inspection.

p. Identity Theft. Implementation of an Identity Theft Monitoring Policy and Procedure, to protect any patient information that may be breached by the **Business Associate** to the extent applicable under the Federal Trade Commission's Red Flag Rules.

**3.2.1 HITECH Compliance. Business Associate** shall:

a. not receive, directly or indirectly, any impermissible remuneration in exchange for PHI or ePHI, except as permitted by HITECH § 13405(d) or the HIPAA Regulations;

b. comply with the marketing and other restrictions applicable to **Business Associates** contained in HITECH § 13406 and the HIPAA Regulations;

c. to the extent required under HITECH § 13404, fully comply with the applicable requirements of 45 CFR 164.502(e)(2) for each use or disclosure of PHI;

d. to the extent required under HITECH § 13401, fully comply with 45 CFR 164.308, 164.310, 164.312, and 164.316;

e. to the extent required under HITECH §§ 13401 and 13404, comply with the additional privacy and security requirements that apply to covered entities in the same manner and to the same extent as **Covered Entity** is required to do so; and

f. to the extent required under the HIPAA Regulations, comply with the privacy and security requirements that apply to **Business Associates**.

**3.3 State Privacy Laws. Business Associate** shall understand and comply with state privacy laws to the extent that such state privacy laws are not preempted by HIPAA or HITECH. .

**3.4 Informed Workforce. Business Associate** shall not disclose PHI to any member of its workforce unless **Business Associate** has advised such person of **Business Associate's** privacy and security obligations under this **Agreement**, including the consequences for violation of such obligations. **Business Associate** shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in violations of this **Agreement** and applicable law.

## **ARTICLE 4**

### **OBLIGATIONS OF COVERED ENTITY**

**4.1 Notice of Privacy Practices. Covered Entity** shall provide **Business Associate** with the notice of privacy practices that **Covered Entity** produces in accordance with 45 CFR 164.520, as well as any changes to such notice.

**4.2 Permissible Requests. Covered Entity** shall not request **Business Associate** to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by **Covered Entity**.

## ARTICLE 5

### TERM AND TERMINATION

**5.1** Term. The obligations set forth in this **Agreement** shall be effective as of the date the first PHI is released to **Business Associate** pursuant to this **Agreement**, and shall terminate only when all of the PHI provided by **Covered Entity** to **Business Associate**, or created or received by **Business Associate** on behalf of **Covered Entity**, is destroyed or returned to **Covered Entity**, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Article 56.

**5.2** Termination for Cause. **Covered Entity** may immediately terminate this **Agreement** and related contracts if **Covered Entity** determines that the **Business Associate** has breached a material term of this **Agreement**. Alternatively, **Covered Entity** may choose to: (i) provide **Business Associate** with ten (10) days written notice of the existence of an alleged material breach; and (ii) afford the **Business Associate** an opportunity to cure said alleged material breach to the satisfaction of **Covered Entity** within ten (10) days. The **Covered Entity's** failure to cure shall be grounds for immediate termination of this **Agreement**. **Covered Entity's** remedies under this **Agreement** are cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

**5.3** Breach. In the event **Business Associate** fails to perform the obligations under this **Agreement**, **Covered Entity** may, at its option:

- a. Require **Business Associate** to submit to a plan of compliance, including monitoring by **Covered Entity** and reporting by **Business Associate**, as **Covered Entity**, in its sole discretion, determines necessary to maintain compliance with this **Agreement** and applicable law. Such plan shall be incorporated into this **Agreement** by amendment hereto; and
- b. Require **Business Associate** to mitigate any loss occasioned by the unauthorized disclosure or use of PHI.
- c. Immediately discontinue providing PHI to **Business Associate** with or without written notice to **Business Associate**.

**5.4** Effect of Termination.

a. Except as provided in subsection b, below, upon termination of this Agreement, for any reason, **Business Associate** shall return or destroy all PHI received from **Covered Entity**, or created or received by **Business Associate** on behalf of **Covered Entity**. This provision shall apply to PHI that is in the possession of subcontractors or agents of **Business Associate**. **Business Associate** shall retain no copies of the PHI.

b. In the event that **Business Associate** determines that returning or destroying the PHI is infeasible, **Business Associate** shall provide to **Covered Entity** notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of PHI is infeasible; **Business Associate** shall extend the protections of this **Agreement** to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as **Business Associate** maintains such PHI.

## ARTICLE 6

### **MISCELLANEOUS**

**6.1    Disclaimer.**       **Covered Entity** makes no warranty or representation that compliance by **Business Associate** with this **Agreement**, HIPAA, HITECH, or the HIPAA Regulations will be adequate or satisfactory for **Business Associate's** own purposes. **Business Associate** is solely responsible for all decisions made by **Business Associate** regarding the safeguarding of PHI.

**6.2    Assistance in Litigation or Administrative Proceedings.** **Business Associate** shall make itself, and any subcontractors, employees, affiliates or agents assisting **Business Associate** in the performance of its obligations under this **Agreement**, available to **Covered Entity**, at no cost to **Covered Entity**, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against **Covered Entity**, its directors, officers or employees based upon a claimed violation of HIPAA, HITECH, the HIPAA Regulations, or other laws relating to security and privacy, except where **Business Associate** or its subcontractor, employee or agent is named adverse party.

**6.3    Survival.**       The respective rights and obligations of **Business Associate** under this section shall survive the termination of this **Agreement** and the **Underlying Agreement**.

**6.4    Ownership of Information.**       **Covered Entity** holds all right, title, and interest in and to the PHI and **Business Associate** does not hold and will not acquire by virtue of this **Agreement** or by virtue of providing goods or services to **Covered Entity**, any right, title, or interest in or to the PHI or any portion thereof.

**6.5    Arbitration.**       Except for Injunctive relief as described below in subsection 6.6, the Parties agree that any disputes arising out of the terms of this **Agreement**, their interpretation, including, but not limited to any potential claims of breach of contract, shall be subject to Binding Arbitration in Los Angeles County, California before the American Arbitration Association under its national rules for the resolution of commercial disputes, or by a retired judge to be mutually agreed upon. The Parties agree that the prevailing party in any arbitration shall be entitled to injunctive relief in any court of competent jurisdiction to enforce the Arbitration award. The Parties agree that the prevailing party in any arbitration shall be awarded its reasonable attorneys' fees and costs to the extent provided by law.

**6.6    Right to Injunctive Relief.**       **Business Associate** expressly acknowledges and agrees that the breach, or threatened breach, by it of any provision of this **Agreement** may cause **Covered Entity** to be irreparably harmed and that **Covered Entity** may not have an adequate remedy at law. Therefore, **Business Associate** agrees that upon such breach, or threatened breach, **Covered Entity** will be entitled to seek injunctive relief to prevent **Business Associate** from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to **Covered Entity** at law or in equity.

**6.7    Regulatory References.** A reference in this **Agreement** to a section in HIPAA, HITECH or the HIPAA Regulations means the section as in effect or as amended.

**6.8    Amendment.**       **Covered Entity** may amend this **Agreement** by providing ten (10) days prior written notice to **Business Associate** in order to maintain compliance with state or federal law. Such amendment shall be binding upon **Business Associate** at the end of the ten (10) day period and shall not require the consent of **Business Associate**. **Business Associate** may elect to discontinue the **Agreement** within the ten (10) day period, but **Business Associate's** duties

hereunder to maintain the security and privacy of PHI shall survive such discontinuance. **Covered Entity** and **Business Associate** may otherwise amend this **Agreement** by mutual written contract.

**6.9 Interpretation.** Any ambiguity in this **Agreement** shall be resolved in favor of a meaning that permits **Covered Entity** to comply with the HIPAA Regulations.

**6.10 Severability.** In the event any part or parts of this **Agreement** are held to be unenforceable, the remainder of this **Agreement** will continue in effect.

**6.11 Notices.** Under this **Agreement**, whenever one party is required to give notice to the other, it shall be considered given if it is mailed by First Class United States mail, postage prepaid, and addressed as follows:

**Business Associate:** **Kristina Crews, R.N.**  
20005 Flavian Avenue  
Torrance, California 90503  
Phone: (310) 595-4805

**Covered Entity:** **City of Compton**  
205 South Willowbrook Avenue  
Compton, California 90220  
Attn: Fire Chief  
Phone: (310) 605-5670  
Fax.: (310) 632-8414

**6.12 Binding Nature and Assignment.** This **Agreement** shall be binding on the Parties named in it and their permitted assigns. **Business Associate** may not assign this **Agreement** without the prior written permission of the **Covered Entity**. This permission shall not be unreasonably withheld.

**6.13 Change of Address.** Either Party may at any time change its address for notification purposes by mailing a notice stating the change and giving the new address.

**6.14 Article Headings.** The article headings are for reference and convenience only, and shall not affect the understanding or explanation of this **Agreement**.

**6.15 Force Majeure.** **Business Associate** shall be excused from fulfilling this **Agreement** for any period **Business Associate** is prevented from doing so because of an Act of God, war, civil disturbance, court order, labor dispute or other cause beyond its reasonable control, and this shall not be a reason for ending the **Agreement**.

**6.16 Entire Agreement.** This **Agreement** consists of this document, which supplements the **Underlying Agreement** and is the entire agreement between the Parties. There are no other agreements that are not fully stated in this **Agreement** and no change, release or discharge of responsibilities arising under this **Agreement** shall be valid unless it is in writing and carried out by the Party against whom such change, release or discharge is sought to be enforced.

**6.17 Independent Contractor.** The relationship of **Covered Entity** and **Business Associate** is that of independent contractors. All acts performed by **Business Associate** shall be deemed to be performed in its capacity as an independent contractor.

**6.18 Counterparts.** This **Agreement** may be executed in counterparts.

**6.19** Governing Law. This **Agreement** and all matters or issues collateral thereto shall be governed by the laws of the State of California.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this **Agreement** and the undersigned warrants and represents that they have the legal authority to bind the party for which they are signing.

**COVERED ENTITY: CITY OF COMPTON**

Signature: \_\_\_\_\_  
Name: Craig J. Cornwell  
Title: City Manager  
Date: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
Damon Brown, City Attorney

**BUSINESS ASSOCIATE: KRISTINA CREWS, R.N.**

Signature: \_\_\_\_\_  
Name: Kristina Crews  
Title: Registered Nurse  
Date: \_\_\_\_\_

**September 17, 2019**

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

**FROM: HUMAN RESOURCES ANALYST**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON  
FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT  
FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC  
EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT**

**SUMMARY**

Adoption of the attached resolution will fix the City of Compton's monthly health insurance contribution rate for current City employees and annuitants at the amount of One Thousand Seven Hundred Twenty Seven Dollars and Forty-One Cents (\$1,727.41), effective as of January 1, 2020.

**BACKGROUND**

Pursuant to Section 22920 of the California Government Code, the City of Compton is a contracting agency of the California Public Employees Retirement System ("CalPERS") and subject to the Public Employees' Medical and Hospital Care Act (the "Act"). Government Code Section 22892(a) provides that a contracting agency subject to Act shall fix the amount of the employer contribution by resolution. Additionally, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act.

**STATEMENT OF ISSUE**

The Board Of Administration of CalPERS adopted changes to the monthly premium rates and benefits that increase the City's maximum monthly contribution rate effective January 1, 2020, (Kaiser full-family rate, Los Angeles Area Region) from \$1,608.46 to \$1,727.41 (see attached "CalPERS 2020 Monthly Premiums for Contracting Agencies").

The City is required to notify the Health Benefits Division of CalPERS of the City's rates of contribution for health insurance on behalf of all employees. This action is required so that the appropriate deduction can be made for employees, retirees and/or annuitants.

The new contribution rate for all employee groups/organizations, unrepresented employees and retirees will be reported by resolution as follows:

| <u>Code</u> | <u>Employment Category</u> | <u>Maximum Monthly<br/>Contribution Rate</u> |
|-------------|----------------------------|----------------------------------------------|
| 002         | Compton Firefighters       | \$1,727.41                                   |
| 004         | Management                 | \$1,727.41                                   |
| 011         | Police Lieutenants         | \$1,727.41                                   |
| 012         | Police Officers            | \$1,727.41                                   |
| 013         | Emergency Dispatchers      | \$1,727.41                                   |
| 014         | Police Captains            | \$1,727.41                                   |
| 015         | Non-Supervisory            | \$1,727.41                                   |
| 017         | Maintenance & Trades       | \$1,727.41                                   |
| 018         | Public Safety Auxiliary    | \$1,727.41                                   |
| 019         | Unrepresented Employees    | \$1,727.41                                   |

While all the employee organizations identified-above are not currently active in the City, for reporting purposes, CalPERS prefers that the categories remain the same because City has retirees who are still listed in these categories. The new contribution rates are effective as of January 1, 2020, pursuant to Section 22892 of the Government Code.

### **FISCAL IMPACT**

There is an average 7.39% overall premium increase in the rate which determines the City's contribution towards health insurance. Funds for this increase were included in the FY 2019-2020 Budget.

### **RECOMMENDATION**

It is recommended that the attached Resolution be adopted by the City Council.

**JESENIA SANCHEZ  
HUMAN RESOURCES ANALYST**

**APPROVED FOR FORWARDING:**

**CRAIG J. CORNWELL  
CITY MANAGER**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES’ MEDICAL AND HOSPITAL CARE ACT**

**WHEREAS**, pursuant to Section 22920 of the California Government Code, the City of Compton is a contracting agency of the California Public Employees Retirement System (“CalPERS”) and subject to the Public Employees’ Medical and Hospital Care Act (the “Act”); and

**WHEREAS**, Government Code Section 22892(a) provides that a contracting agency subject to the Act shall fix the amount of the employer contribution by resolution. Additionally, Government Code Section 22892(b) provides that the employer contribution shall be an equal amount for both employees and annuitants, but may not be less than the amount prescribed by Section 22892(b) of the Act; and

**WHEREAS**, the Board Of Administration of CalPERS adopted changes to the monthly premium rates and benefits that will increase the City’s maximum monthly contribution rate effective January 1, 2020 (Kaiser full-family rate, Los Angeles Area Region) from \$1,608.46 to \$1,727.41 (see attached “CalPERS 2020 Monthly Premiums for Contracting Agencies”); and

**WHEREAS**, the City is required to notify the Health Benefits Division of CalPERS of the City’s rates of contribution for health insurance on behalf of all employees so that the appropriate deduction can be made for employees, retirees and/or annuitants; and

**WHEREAS**, the City of Compton desires to continue providing for its employees, retirees and/or annuitants the benefit of the Act and to accept the liabilities and obligation of an employer under the Act and regulations; and

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

**Section 1.** That the employer contribution for each employee and annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of his/her family members, in a health benefits plan up to a maximum of:

| Medical Group               | Monthly Employer Contribution |
|-----------------------------|-------------------------------|
| 002 Firefighters            | \$1,727.41                    |
| 004 Management              | \$1,727.41                    |
| 011 Police Lieutenants      | \$1,727.41                    |
| 012 Police Officers         | \$1,727.41                    |
| 013 Emergency Dispatchers   | \$1,727.41                    |
| 014 Police Captains         | \$1,727.41                    |
| 015 Non-Supervisory         | \$1,727.41                    |
| 017 Maintenance & Trades    | \$1,727.41                    |
| 018 Public Safety Auxiliary | \$1,727.41                    |
| 019 Unrepresented Employees | \$1,727.41                    |

Plus administrative fees and Contingency Reserve Fund assessments.

**Section 2.** That the City of Compton has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above.

**Section 3.** That the participation of the employees and annuitants of City of Compton shall be subject to determination of its status as an “agency or instrumentality of the state or political subdivision of a State” that is eligible to participate in a governmental plan within the meaning of Section 414(d) of the Internal Revenue Code, upon publication of final Regulations pursuant to such Section. If it is determined that City of Compton would not qualify as an agency or instrumentality of the state or political subdivision of a State under such final Regulations, CalPERS may be obligated, and reserves the right to terminate the health coverage of all participants of the employer.

**Section 4.** That the City Council appoints and directs, and it does hereby appoint and elect, the City Manger to file with the Board of Administration of the California Public Employees Retirement System, a verified copy of this Resolution, and to perform on behalf of the City of Compton, all functions required of it under the Act and regulations of the Board of Administration.

**Section 5.** That the new contribution rate will become effective January 1, 2020.

**Section 6.** That a duly certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller and the Human Resources Department.

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

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
**MAYOR OF THE CITY OF COMPTON**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK OF THE CITY OF COMPTON**

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES  
CITY OF COMPTON:

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

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

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

\_\_\_\_\_  
**CITY CLERK OF THE CITY OF COMPTON**

# CalPERS 2020 Monthly Premiums for Contracting Agencies

## Region 3

Los Angeles, Riverside, San Bernardino

### Actives and Annuitants

Effective Date: 1/1/2020 - 12/31/2020

#### Basic Monthly Rate (B)

| PLAN                   | Employee Only | Plan Code | Party Rate | Employee & 1 Dependent | Plan Code | Party Rate | Employee & 2+ Dependents | Plan Code | Party Rate |
|------------------------|---------------|-----------|------------|------------------------|-----------|------------|--------------------------|-----------|------------|
| Anthem HMO Select      | 619.93        | 5081      | 1          | 1,239.86               | 5082      | 2          | 1,611.82                 | 5083      | 3          |
| Anthem HMO Traditional | 902.63        | 5111      | 1          | 1,805.26               | 5112      | 2          | 2,346.84                 | 5113      | 3          |
| Blue Shield Access+    | 813.17        | 5271      | 1          | 1,626.34               | 5272      | 2          | 2,114.24                 | 5273      | 3          |
| Blue Shield Trio       | 624.93        | 4521      | 1          | 1,249.86               | 4522      | 2          | 1,624.82                 | 4523      | 3          |
| Health Net Salud y Más | 392.31        | 5321      | 1          | 784.62                 | 5322      | 2          | 1,020.01                 | 5323      | 3          |
| Health Net SmartCare   | 648.42        | 5301      | 1          | 1,296.84               | 5302      | 2          | 1,685.89                 | 5303      | 3          |
| Kaiser Permanente      | 664.39        | 5351      | 1          | 1,328.78               | 5352      | 2          | 1,727.41                 | 5353      | 3          |
| PERS Choice            | 710.29        | 5501      | 1          | 1,420.58               | 5502      | 2          | 1,846.75                 | 5503      | 3          |
| PERS Select            | 435.74        | 5591      | 1          | 871.48                 | 5592      | 2          | 1,132.92                 | 5593      | 3          |
| PERSCare               | 931.12        | 5681      | 1          | 1,862.24               | 5682      | 2          | 2,420.91                 | 5683      | 3          |
| PORAC Region 3         | 699.00        | 5941      | 1          | 1,399.00               | 5942      | 2          | 1,894.00                 | 5943      | 3          |
| UnitedHealthcare       | 668.31        | 5781      | 1          | 1,336.62               | 5782      | 2          | 1,737.61                 | 5783      | 3          |

#### Supplement/Managed Medicare Monthly Rate (M)

| PLAN                                                               | Employee Only | Plan Code | Party Rate | Employee & 1 Dependent | Plan Code | Party Rate | Employee & 2+ Dependents | Plan Code | Party Rate |
|--------------------------------------------------------------------|---------------|-----------|------------|------------------------|-----------|------------|--------------------------|-----------|------------|
| Anthem Traditional Med Pref Health Only                            | 388.15        | 5171      | 4          | 776.30                 | 5172      | 5          | 1,164.45                 | 5173      | 6          |
| Anthem Traditional Med Pref <sup>1</sup> Health/Dental/Vision      | 388.15        | 5141      | 4          | 776.30                 | 5142      | 5          | 1,164.45                 | 5143      | 6          |
| Kaiser Senior Adv                                                  | 339.43        | 5381      | 4          | 678.86                 | 5382      | 5          | 1,018.29                 | 5383      | 6          |
| Kaiser Senior Adv/Dental <sup>2</sup>                              | 339.43        | 5441      | 4          | 678.86                 | 5442      | 5          | 1,018.29                 | 5443      | 6          |
| PERS Choice Med Supp                                               | 351.39        | 5531      | 4          | 702.78                 | 5532      | 5          | 1,054.17                 | 5533      | 6          |
| PERS Select Med Supp                                               | 351.39        | 5621      | 4          | 702.78                 | 5622      | 5          | 1,054.17                 | 5623      | 6          |
| PERSCare Med Supp                                                  | 384.78        | 5711      | 4          | 769.56                 | 5712      | 5          | 1,154.34                 | 5713      | 6          |
| PORAC Region 3 Med Supp                                            | 513.00        | 5971      | 4          | 1,022.00               | 5972      | 5          | 1,635.00                 | 5973      | 6          |
| UnitedHealthcare Grp Med Adv/PPO Health Only                       | 327.03        | 5811      | 4          | 654.06                 | 5812      | 5          | 981.09                   | 5813      | 6          |
| UnitedHealthcare <sup>3</sup> Grp Med Adv/PPO Health/Dental/Vision | 327.03        | 5871      | 4          | 654.06                 | 5872      | 5          | 981.09                   | 5873      | 6          |

<sup>1</sup>Dental and Vision coverage is an additional \$38.00 per member per month premium. You will be billed directly for this amount.

<sup>2</sup>Dental benefit is an additional \$15.05 per member per month premium. You will be billed directly for this amount.

<sup>3</sup>Dental and Vision coverage is an additional \$31.65 per member per month premium. You will be billed directly for this amount.

# CalPERS 2020 Monthly Premiums for Contracting Agencies

## Region 3

Los Angeles, Riverside, San Bernardino

### Actives and Annuitants

Effective Date: 1/1/2020 - 12/31/2020

#### Combination Monthly Rate

| PLAN                                                                    | Employee in M<br>1 Dependent in B | Plan Code | Party<br>Rate | Employee in M<br>2+ Dependents in B | Plan Code | Party<br>Rate | Employee in M &<br>1 Dependent in M<br>1+ Dependents in B | Plan Code | Party<br>Rate |
|-------------------------------------------------------------------------|-----------------------------------|-----------|---------------|-------------------------------------|-----------|---------------|-----------------------------------------------------------|-----------|---------------|
| Anthem Traditional/<br>Med Pref Health Only                             | 1,290.78                          | 5204      | 7             | 1,832.36                            | 5205      | 8             | 1,317.88                                                  | 5206      | 9             |
| Anthem Traditional <sup>1</sup> /<br>Med Pref Health/Dental/Vision      | 1,290.78                          | 5234      | 7             | 1,832.36                            | 5235      | 8             | 1,317.88                                                  | 5236      | 9             |
| Kaiser/Senior Adv                                                       | 1,003.82                          | 5414      | 7             | 1,402.45                            | 5415      | 8             | 1,077.49                                                  | 5416      | 9             |
| Kaiser/Senior Adv/Dental <sup>2</sup>                                   | 1,003.82                          | 5474      | 7             | 1,402.45                            | 5475      | 8             | 1,077.49                                                  | 5476      | 9             |
| PERS Choice/Med Supp                                                    | 1,061.68                          | 5564      | 7             | 1,487.85                            | 5565      | 8             | 1,128.95                                                  | 5566      | 9             |
| PERS Select/Med Supp                                                    | 787.13                            | 5654      | 7             | 1,048.57                            | 5655      | 8             | 964.22                                                    | 5656      | 9             |
| PERSCare/Med Supp                                                       | 1,315.90                          | 5744      | 7             | 1,874.57                            | 5745      | 8             | 1,328.23                                                  | 5746      | 9             |
| PORAC Region 3/Med Supp                                                 | 1,213.00                          | 6004      | 7             | 1,708.00                            | 6005      | 8             | 1,517.00                                                  | 6006      | 9             |
| UnitedHealthcare/<br>Grp Med Adv/PPO Health Only                        | 995.34                            | 5844      | 7             | 1,396.33                            | 5845      | 8             | 1,055.05                                                  | 5846      | 9             |
| UnitedHealthcare <sup>3</sup> /<br>Grp Med Adv/PPO Health/Dental/Vision | 995.34                            | 5904      | 7             | 1,396.33                            | 5905      | 8             | 1,055.05                                                  | 5906      | 9             |

#### Combination Monthly Rate

| PLAN                                                                    | Employee in B<br>1 Dependent in M | Plan Code | Party<br>Rate | Employee in B<br>2+ Dependents in M | Plan Code | Party<br>Rate | Employee in B &<br>1 Dependent in M<br>1+ Dependents in B | Plan Code | Party<br>Rate |
|-------------------------------------------------------------------------|-----------------------------------|-----------|---------------|-------------------------------------|-----------|---------------|-----------------------------------------------------------|-----------|---------------|
| Anthem Traditional/<br>Med Pref Health Only                             | 1,290.78                          | 5207      | 10            | 1,678.93                            | 5208      | 11            | 1,832.36                                                  | 5209      | 12            |
| Anthem Traditional <sup>1</sup> /<br>Med Pref Health/Dental/Vision      | 1,290.78                          | 5237      | 10            | 1,678.93                            | 5238      | 11            | 1,832.36                                                  | 5239      | 12            |
| Kaiser/Senior Adv                                                       | 1,003.82                          | 5417      | 10            | 1,343.25                            | 5418      | 11            | 1,402.45                                                  | 5419      | 12            |
| Kaiser/Senior Adv/Dental <sup>2</sup>                                   | 1,003.82                          | 5477      | 10            | 1,343.25                            | 5478      | 11            | 1,402.45                                                  | 5479      | 12            |
| PERS Choice/Med Supp                                                    | 1,061.68                          | 5567      | 10            | 1,413.07                            | 5568      | 11            | 1,487.85                                                  | 5569      | 12            |
| PERS Select/Med Supp                                                    | 787.13                            | 5657      | 10            | 1,138.52                            | 5658      | 11            | 1,048.57                                                  | 5659      | 12            |
| PERSCare/Med Supp                                                       | 1,315.90                          | 5747      | 10            | 1,700.68                            | 5748      | 11            | 1,874.57                                                  | 5749      | 12            |
| PORAC Region 3/Med Supp                                                 | 1,208.00                          | 6007      | 10            | 1,821.00                            | 6008      | 11            | 1,703.00                                                  | 6009      | 12            |
| UnitedHealthcare/<br>Grp Med Adv/PPO Health Only                        | 995.34                            | 5847      | 10            | 1,322.37                            | 5848      | 11            | 1,396.33                                                  | 5849      | 12            |
| UnitedHealthcare <sup>3</sup> /<br>Grp Med Adv/PPO Health/Dental/Vision | 995.34                            | 5907      | 10            | 1,322.37                            | 5908      | 11            | 1,396.33                                                  | 5909      | 12            |

<sup>1</sup>Dental and Vision coverage is an additional \$38.00 per member per month premium. You will be billed directly for this amount.

<sup>2</sup>Dental benefit is an additional \$15.05 per member per month premium. You will be billed directly for this amount.

<sup>3</sup>Dental and Vision coverage is an additional \$31.65 per member per month premium. You will be billed directly for this amount.

**September 17, 2019**

**TO: MAYOR AND CITY COUNCIL MEMBERS**

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3)  
YEAR PROFESSIONAL SERVICES AGREEMENT WITH AND  
ESTABLISH A PURCHASE ORDER FOR JOHN L. HUNTER AND  
ASSOCIATES FOR NATIONAL POLLUTANT DISCHARGE SYSTEM  
COMPLIANCE PROGRAM SERVICES (\$255,000)**

### **SUMMARY**

Adoption of this resolution will authorize the City Manager to enter into a three (3) year (i.e. effective upon execution of the authorized agreement through June 30, 2022) professional services agreement with John L. Hunter and Associates ("Hunter and Associates") at a total cost of Two Hundred Fifty Five Thousand Dollars (\$255,000.00) over three (3) years for provision of National Pollutant Discharge Elimination System ("NPDES") compliance program services and establish a purchase order in the amount of Eighty Five Thousand Dollars (\$85,000.00) for services rendered during the first (1<sup>st</sup>) year of the agreement. Additionally, the City Manager will be given the authority to exercise two (2) – one (1) year options to extend the term of the agreement at a cost of \$87,550.00 per extension, if reasonable and in the best interest of the City.

### **BACKGROUND**

As authorized by the Clean Water Act, the U.S. Environmental Protection Agency ("EPA") administers the National Pollutant Discharge Elimination System permit program which controls water pollution by regulating point sources that discharge pollutants into waters of the United States. Point sources are conveyances such as drainage pipes or man-made channels, ditches. Individual homes that discharge storm water to a municipal street's curb and gutter do not need a NPDES permit; however, industrial, municipal and other facilities must obtain permits if their discharges go directly to receiving water systems such as municipal street's curb and gutter, catch basin, storm drains, etc. In most cases, the NPDES permit program is administered by authorized states. In California, the State Regional Water Quality Control Board ("Regional Board") establishes policies and regulations that help protect and restore water quality.

Since its introduction in 1972, the NPDES permit program is responsible for significant improvements to our nation's water quality. Among other things, the NPDES permit program calls for extensive monitoring from outfalls, the creek, river, and new developments. It also requires the Stormwater Management Program ("SWMP") to address TMDLs and a revised storm water quality management plan.

## **STATEMENT OF ISSUE**

Compliance with NPDES permitting rules is multi-faceted and very time consuming. The Public Works Department (“Department”) does not have sufficient staff resources to perform all task required by the complex NPDES permit program. The City’s current financial cash flow does not support augmentation of additional staff to handle the NPDES Compliance Program. Thus, there is a need to employ the services of an experienced firm to perform and complete these tasks in an expeditious manner. Their services are vital for the City to be in compliance with the National Pollutant Discharge Elimination System (NPDES) permit program.

Staff is recommending that an expert and experienced consultant be hired in order to assist the City in meeting the demands of the NPDES Compliance Program so as to not to expose the City to the Region Board’s notices of violation, which have been issued to the City in the past.

Pursuant to Resolution No. 24,651, adopted by the City Council on September 12, 2017, the City contracted for these services with another firm for a two (2) period, which agreement expired June 30, 2019.

On January 23 and 30, 2019, the Public Works Department (“Department”) sent out a Request for Proposal (“RFP”) for the NPDES services. The RFP indicated that the City seeks to enter into a contract for three (3) Fiscal Years (2019/2020 through 2021/2022) with a possibility of two (2), one (1) year extension options. This will save staff and administrative time and obtain a firm price for each year of service.

Four (4) firms provided proposals:

- Infrastructure Engineers
- John L. Hunter & Associates
- Mugen Kioku
- TECS Environmental Services

The Department’s selection panel reviewed all proposals. An interview was held with the preliminarily-selected firm Hunter and Associates.

Staff recommends contracting with Hunter and Associates, a highly qualified and experienced firm, which has been providing services in Los Angeles County, including 33 cities of the 45 agencies in the LA County, for at least 33 years. Their staff; many of whom have experience and understand the uniqueness of public agency needs and

issues, are experienced and qualified to provide the expertise needed to perform the tasks of the NPDES Compliance Program.

In summary, Hunter and Associates will render the following NPDES services for the City:

| RFP Task 1         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description</b> | Consultant shall represent the City's PW Dept. to <b>attend various meetings</b> with the Los Angeles Watershed Management Committees, Los Angeles Region Water Quality Control Board, L.A. Gateway Region Authority, and other applicable Committees and sub-committees. Conduct internal City Department informational meetings on as needed basis.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Approach</b>    | JLHA will represent the City's PW Dept. at various NPDES-related meetings including 1) the Los Angeles Watershed Management Committees, 2) Los Angeles Region Water Quality Control Board, 3) L.A. Gateway Region Authority, and 4) other applicable Committees and sub-committees. Summary reports for meetings will be prepared for immediate viewing by the City via an online portal set up by JLHA (compton.jlha.net). Any action items required by the City as a result of the meetings will be conveyed via email or phone call as soon as possible. The Project Manager will also be available as-needed to discuss the meeting activities and actions.                                                                                                                                                                                                                                               |
| RFP Task 2         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Description</b> | Consultant shall obtain data from city departments, complete, and submit the <b>Annual Report</b> and other documents as required by the Los Angeles Region Water Quality Control Board and other agencies if required. The Annual Report and other documents shall also <b>include Illicit</b> Connection and Illicit Discharge control program.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Approach</b>    | JLHA will prepare the Individual and Watershed Annual Reports and develop Annual Report information request forms for completion by municipal staff. Alta will focus on the preparation of the monitoring elements of the Annual Reports. Completed forms will be reviewed with municipal staff and municipal data and comments will be incorporated into a Draft Annual Report. The County's online reporting tool—WRAMPS—will be updated with relevant data and will be used to generate the Draft Annual Report. Based on data incorporated, responses to program status and assessment elements of the Draft Annual Report will be prepared. The draft Annual Report will be provided to the City by October 15 each year for review and comment. The Final Individual and Watershed Annual Report will be submitted in early December, prior to the December 15th submittal to the Regional Water Board. |

|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>RFP Task 3</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Description</b> | Consultant shall prepare and/or <b>update and submit the City’s MS4 program</b> to the Los Angeles Region Water Quality Control Board for approval, if required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Approach</b>    | JLA will update and submit the City’s MS4 program—the Watershed Management Program, Integrated Monitoring Program, or Stormwater Management Program (i.e., the Minimum Control Measures)—to the Regional Board for approval. It is important to note that preparing or making significant revisions to a Watershed Management Program or Integrated Monitoring Program will likely exceed the not-to-exceed total in the City’s <b>PSA</b> for this project (\$100,000) and is outside of the scope of this particular task. JLHA will assess and report on the status of program compliance, hold program update/development meetings, prepare program update/development and summary reports, and correspond with municipal staff and elected officials regarding program updates. Comments and updates will be provided to the Regional Board.                                                                                                      |
| <b>RFP Task 4</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Description</b> | Assist City in setup of the <b>training requirement</b> - This task involves training of City employees in investigation and inspection services and others as required by the Los Angeles Region Water Quality Control Board and/or Los Angeles County, etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Approach</b>    | JLHA will provide training applicable to City employees (and contractors) in investigation and inspection services and may include elements of the Planning and Land Development Program, Development Construction Program, Public Agency Activities Program, and Illicit Discharge Program as required by the MS4 NPDES Permit. Training will be conducted by the Project Team and include slide presentations, Q&A with City staff, and key program forms, templates, and documentation. The deliverables under this scope of services will include access to an online training portal that will permanently store all presentations and related training documentation. (training.jlha.net.). Training will be provided annually at a time suitable to City staff. At the request of the City, JLHA can provide additional in-depth staff training (beyond the one-to-two hour standard training scope) on any component of the MS4 NPDES program. |
| <b>RFP Task 5</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Description</b> | Assist the City in <b>update of guidelines and procedures for development planning and construction project</b> . This will involve the development and requirement of CEQA, General Plan Update in compliance of the stormwater impact and the current requirement of LID, SUSMP and/or SWPPP, if applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Approach</b>    | JLHA will assess the City’s MS4 NPDES Program and provide recommended changes to City staff on current construction LID/BMP standards and SWPPP review process/requirements, forms, and templates for incorporation into the Planning and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                    | Land Development and Construction Programs. The deliverables under this scope of services will be uploaded for viewing and download by the City via an online portal set up by JLHA (compton.jlha.net).                                                                                                                                                                                                                                                                       |
| <b>RFP Task 6</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Description</b> | Assist the City in <b>Negotiating the Next MS4 NPDES Permit[s]</b> w/ the Regional Board, if applicable.                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Approach</b>    | In addition to and as part of MS4 Permit negotiations, JLHA will hold program update/development meetings, prepare program update/development and summary reports, and prepare responses received by the Regional Board. JLHA will also correspond with municipal staff and elected officials related to MS4 Permit developments.                                                                                                                                             |
| <b>RFP Task 7</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Description</b> | Assist the City in <b>Negotiating Reasonable TMDLs</b> w/ the Regional Board, if applicable.                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Approach</b>    | At the City's request JLHA will prepare and submit requests for TMDL time extensions, modified compliance schedules, and alternative compliance approaches. The Senior Project Manager will discuss best approaches with the City staff and will serve as the main representative of the City in interactions with Regional Board staff.                                                                                                                                      |
| <b>RFP Task 8</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Description</b> | Assist the City in dealing with the Regional Board and/or L. A. County, etc. regarding NPDES issues such as <b>Notice of Violation</b> , etc., if applicable.                                                                                                                                                                                                                                                                                                                 |
| <b>Approach</b>    | JLHA has represented several of its clients in MS4 program audits, responses to Notices of Violation, and other NPDES issues. Assistance will include developing responses and compliance plans, and negotiating with the Regional Board and/or LA County.                                                                                                                                                                                                                    |
| <b>RFP Task 9</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Description</b> | Prepare Written <b>Docs &amp; Updates</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Approach</b>    | This task may include the preparation of meeting summaries, updates/revisions to Storm Water Management Program forms and templates, and other as-needed NPDES documentation. The Senior Project Manager will review and revise documents and deliverables, as needed, for content and accuracy. JLHA will provide recommended changes to City staff for approval. Documents will be prepared for viewing by the City via an online portal set up by JLHA (compton.jlha.net). |

## **FINANCIAL IMPACT**

Hunter and Associates proposed fees for provision of the needed services rendered during each Fiscal Year of the agreement are Eighty Five Thousand Dollars (\$85,000.00) per year. The funds for services to be provided in Fiscal Year 2019-2020 are available in

the Public Works Department's 2019-2020 Fiscal Year budget in Account No. 1529 720 000 4269 in the amount of \$85,000.00. Funding for the services to be provided in remaining years of the agreement will be allocated in future City budgets.

### **ALTERNATIVE**

There is no alternative recommended at this time. The City is required to comply with provisions of the NPDES permit program and the Public Works Department does not have sufficient or experienced staff resources to perform the required tasks for compliance.

### **RECOMMENDATION**

Staff recommends that the City Council adopt the attached Resolution.

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

**APPROVED FOR FORWARDING:**

**CRAIG CORNWELL  
CITY MANAGER**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR  
PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A  
PURCHASE ORDER FOR JOHN L. HUNTER AND ASSOCIATES, INC. FOR  
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM  
COMPLIANCE PROGRAM SERVICES (\$255,000)**

**WHEREAS**, as authorized by the Clean Water Act, the U.S. Environmental Protection Agency (“EPA”) administers the National Pollutant Discharge Elimination System (“NPDES”) permit program which controls water pollution by regulating point sources that discharge pollutants into waters of the United States;

**WHEREAS**, industrial, municipal, and other facilities must obtain permits if their discharges go directly to receiving water systems such as municipal street’s curb and gutter, catch basin, storm drains, etc.; and

**WHEREAS**, among other things, the NPDES permit program calls for extensive monitoring from outfalls, the creek, river, and new developments and requires the Stormwater Management Program (“SWMP”) to address TMDLs and a revised storm water quality management plan. Since its introduction in 1972, the NPDES permit program is responsible for significant improvements to our Nation’s water quality; and

**WHEREAS**, compliance with NPDES permitting rules is multi-faceted and very time consuming and the Public Works Department (“Department”) does not have sufficient staff resources to perform all task required by the complex NPDES permit program; and

**WHEREAS**, on January 23 & 30, 2019, the City sent out a Request for Proposal (“RFP”) for the NPDES services. The RFP indicated that the City seeks to enter into a contract for three fiscal years (2019/2020 through 2021/2022) with a two 1-year extension options. Four firms responded:

- Infrastructure Engineers
- John L. Hunter & Associates
- Mugen Kioku
- TECS Environmental Services; and

**WHEREAS**, the Department’s selection panel reviewed all proposals and recommends contracting with John L. Hunter and Associates, a highly qualified and experienced firm, which has been providing services in Los Angeles County, including 33 cities of the 45 agencies in the LA County, for at least 33 years and have staff members experienced and qualified to provide the expertise needed to perform the tasks of the NPDES compliance program; and

**WHEREAS**, funds for services to be provided in Fiscal Year 2019-2020 are available in the Public Works Department’s 2019-2020 Fiscal Year budget in the amount of \$85,000.00 and funding for the services to be provided for the remainder of the agreement will be allocated in future City budgets.

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

**SECTION 1.** That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a three (3) year (i.e. effective upon execution of the authorized agreement through June 30, 2022) professional services agreement; with the option to extend the term of the agreement for two (2) one (1) year periods; with John L. Hunter and Associates for provision of National Pollutant Discharge Elimination System (NPDES) compliance program services.

**SECTION 2.** That funds for services to be provided during Fiscal Year 2019-2020 are available in the Public Works Department's 2019-2020 Fiscal Year budget in Account No. 1529 720 000 4269 in the amount of \$85,000.00. Funding for the services to be rendered during Fiscal Years 2020-2021 and 2021-2022 (i.e. \$85,000.00 per fiscal year) and if the extension option(s) are exercised, funding for services rendered during each option so exercised (i.e. \$87,550.00 per option year exercised), will be allocated in future City budgets.

**SECTION 3.** That a purchase order in the amount of Eighty Five Thousand Dollars (\$85,000.00) is authorized to be established for services rendered by John L. Hunter and Associates during Fiscal Year 2019-2020.

**SECTION 4.** That 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 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**

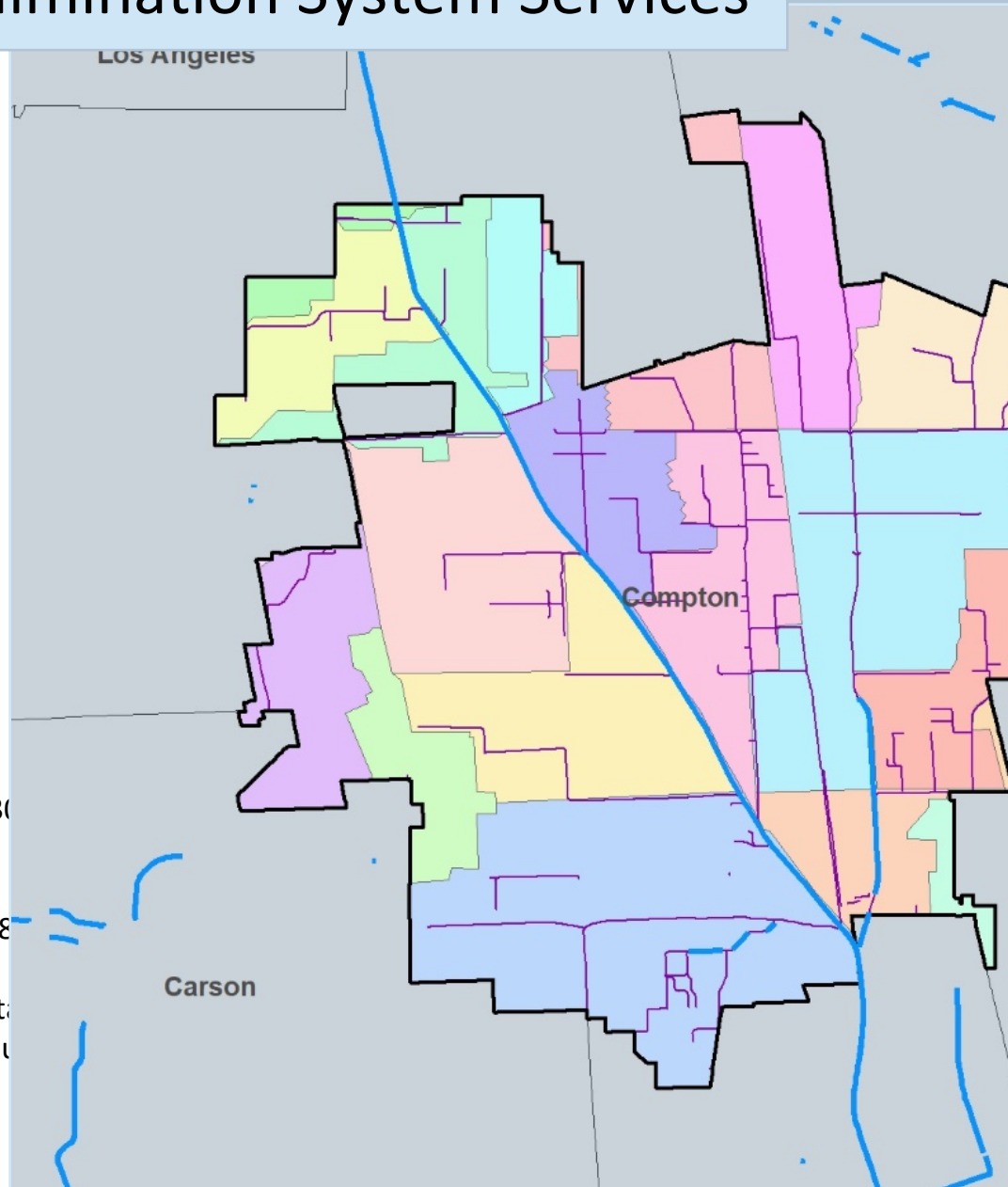
February 14, 2019

# Proposal for National Pollutant Discharge Elimination System Services

Prepared By:

John L. Hunter and Associates  
6131 Orangethorpe Ave., Ste. 300  
Buena Park, CA 90620  
Proposal contact: John Hunter  
[jhunter@jlha.net](mailto:jhunter@jlha.net) | (562) 802-7800

Alta Environmental (Subconsultant)  
3777 Long Beach Blvd, Annex B  
Long Beach, CA 90807



**John L. Hunter**  
AND ASSOCIATES, INC.



ALTA  
ENVIRONMENTAL

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## A. Company Overview

John L. Hunter and Associates, Inc. (JLHA) is an environmental consulting corporation established in 1985 that specializes in serving municipal clients. JLHA's mission is to provide its clients with the expertise necessary to comply with mandated environmental programs, such as NPDES, stormwater and watershed management, industrial waste (IW) and fats, oils and grease (FOG) control, water conservation, and recycling. Services provided under these programs include program management, engineering, inspections, monitoring, grant administration, and public education.

### 1. Relevant Firm Experience

Table 1 lists the municipal NPDES services currently or recently provided by JLHA to municipal clients. The following are summaries of JLHA's experience related to municipal NPDES Permit compliance.

#### a) Municipal NPDES Permit Compliance

JLHA has considerable experience in Municipal NPDES Permit compliance programs, beginning with the inception of the Phase I MS4 Permits in the 1990s. Currently JLHA implements elements of such programs for 45 cities in the Southland. Services include the following:

- 25 cities and 4 watershed groups: Program administration and/or technical support,
- 33 cities: Field services such as BMP compliance inspections,
- 23 cities: Plan review and approval (e.g., SUSMP/LID Plans, WQMPs, and SWPPPs),
- 33 cities and 4 watershed groups: Reporting (e.g., annual, TMDL, and/or watershed reports), and
- 32 cities and 3 watershed groups: Staff training.

Relevant and recent activities include:

- Representing cities in MS4 NPDES audits conducted by Regional Water Board staff,
- Obtaining and administering grants for stormwater capture and LID projects,
- Managing BMP inspection programs that cover in total approximately 10,000 sites,
- Developing watershed management programs under the area-wide LA MS4 NPDES Permit.

JLHA also served as the lead consultant for the development of the Watershed Management Programs (WMPs) for the Lower Los Angeles River (LLAR), Lower San Gabriel River (LSGR), City of Long Beach, and Peninsula Cities Watershed Groups, and served as a sub-consultant for the development of the WMP for the Los Cerritos Channel (LCC) Watershed Group. As part of WMP development, JLHA also oversaw the development of Coordinated Integrated Monitoring Programs (CIMPs) for the LLAR, LSGR, and Peninsula Cities Watershed Groups. All plans were approved by the Regional Board in 2015 and 2016. Together the member agencies of these Watershed Groups represent 20 MS4 NPDES Permittees.

JLHA serves as the consultant team lead for the LLAR, LSGR, and Peninsula Cities Watershed Groups. Services include administering monitoring activities, watershed annual reporting, technical committee meetings, and select implementation efforts such as feasibility studies. In this capacity JLHA also regularly interfaces with city councils and Regional Board staff and members. JLHA also represents twelve municipal clients in watershed management groups for the Upper Los Angeles River, Upper San Gabriel River, Dominguez Channel and Los Cerritos Channel. In Orange County JLHA represents six municipal clients in watershed management group planning activities, covering the Coyote Creek/San Gabriel River, Anaheim Bay/Huntington Harbour, and the Santa Ana River watersheds.

**Table 1: Summary of Municipal NPDES Services Recently or Currently Provided**

| Client                           | First year of service | Years of service | MS4 Permit Control Measures |              |                      |                       |                             |                 | Watershed                  |                               |            |           | General Services |           |          |                          |
|----------------------------------|-----------------------|------------------|-----------------------------|--------------|----------------------|-----------------------|-----------------------------|-----------------|----------------------------|-------------------------------|------------|-----------|------------------|-----------|----------|--------------------------|
|                                  |                       |                  | Development                 | Construction | Municipal Activities | Industrial/Commercial | Illicit Discharge Detection | Public Outreach | Watershed Plan Development | Watershed Plan Implementation | Monitoring | Studies   | Reporting        | Training  | Grants   | Program Mgmt. or Support |
| Arcadia                          | 1995                  | 24               | ·                           | ×            | ×                    | ×                     | ×                           | ×               | ·                          | ·                             | ·          | ×         | ×                | ×         | ·        | ·                        |
| Artesia                          | 2014                  | 5                | ·                           | ×            | ×                    | ×                     | ×                           | ×               | ·                          | ×                             | ·          | ·         | ×                | ×         | ·        | ×                        |
| Bellflower                       | 2014                  | 2                | ·                           | ·            | ·                    | ×                     | ·                           | ·               | ·                          | ·                             | ·          | ·         | ·                | ·         | ·        | ·                        |
| Burbank                          | 2017                  | 2                | ·                           | ·            | ·                    | ·                     | ·                           | ·               | ·                          | ·                             | ·          | ×         | ×                | ×         | ·        | ·                        |
| Cerritos                         | 2015                  | 4                | ·                           | ×            | ·                    | ·                     | ·                           | ·               | ·                          | ·                             | ·          | ·         | ·                | ·         | ·        | ·                        |
| Covina                           | 2008                  | 11               | ×                           | ×            | ·                    | ×                     | ·                           | ·               | ·                          | ·                             | ·          | ·         | ·                | ×         | ·        | ·                        |
| Diamond Bar                      | 2007                  | 12               | ×                           | ×            | ×                    | ×                     | ×                           | ×               | ·                          | ×                             | ·          | ·         | ×                | ×         | ·        | ×                        |
| Downey                           | 2011                  | 8                | ×                           | ×            | ×                    | ×                     | ×                           | ×               | ·                          | ×                             | ·          | ×         | ×                | ×         | ·        | ×                        |
| Fullerton                        | 2017                  | 2                | ·                           | ·            | ·                    | ·                     | ·                           | ·               | ·                          | ·                             | ·          | ·         | ×                | ×         | ·        | ×                        |
| Glendale                         | 2013                  | 6                | ·                           | ·            | ×                    | ×                     | ·                           | ·               | ·                          | ·                             | ·          | ×         | ×                | ×         | ·        | ×                        |
| Gateway Water Mgmt. Authority    | 2012                  | 7                | ·                           | ·            | ·                    | ·                     | ·                           | ·               | ·                          | ·                             | ·          | ·         | ·                | ·         | ×        | ·                        |
| Hawaiian Gardens                 | 2012                  | 7                | ×                           | ×            | ×                    | ×                     | ×                           | ×               | ·                          | ×                             | ·          | ·         | ×                | ×         | ·        | ×                        |
| Hawthorne                        | 2000                  | 19               | ·                           | ×            | ×                    | ×                     | ×                           | ×               | ·                          | ·                             | ·          | ·         | ×                | ×         | ·        | ×                        |
| Inglewood                        | 2015                  | 4                | ·                           | ·            | ·                    | ×                     | ·                           | ×               | ·                          | ·                             | ·          | ×         | ×                | ×         | ·        | ×                        |
| La Habra                         | 2011                  | 8                | ×                           | ×            | ×                    | ×                     | ×                           | ×               | ·                          | ·                             | ·          | ·         | ×                | ·         | ×        | ×                        |
| Lakewood                         | 2014                  | 4                | ·                           | ·            | ·                    | ×                     | ·                           | ·               | ·                          | ·                             | ·          | ·         | ×                | ·         | ·        | ·                        |
| Lomita                           | 2015                  | 4                | ·                           | ×            | ×                    | ×                     | ×                           | ×               | ·                          | ×                             | ·          | ·         | ×                | ×         | ·        | ×                        |
| Long Beach                       | 2014                  | 5                | ·                           | ·            | ·                    | ×                     | ·                           | ·               | ×                          | ·                             | ·          | ×         | ×                | ×         | ·        | ·                        |
| LCC Watershed Group              | 2013                  | 6                | ·                           | ·            | ·                    | ·                     | ·                           | ·               | ×                          | ×                             | ×          | ·         | ·                | ×         | ·        | ×                        |
| LLAR Watershed Group             | 2013                  | 6                | ·                           | ·            | ·                    | ·                     | ·                           | ·               | ×                          | ×                             | ×          | ·         | ×                | ×         | ·        | ×                        |
| LSGR Watershed Group             | 2013                  | 6                | ·                           | ·            | ·                    | ·                     | ·                           | ·               | ×                          | ×                             | ×          | ·         | ×                | ×         | ·        | ×                        |
| Lynwood                          | 2014                  | 5                | ×                           | ×            | ×                    | ×                     | ×                           | ×               | ·                          | ×                             | ·          | ×         | ×                | ×         | ·        | ×                        |
| Manhattan Beach                  | 2010                  | 9                | ·                           | ·            | ×                    | ×                     | ·                           | ·               | ·                          | ·                             | ·          | ·         | ·                | ·         | ·        | ·                        |
| Monterey Park                    | 2005                  | 14               | ×                           | ×            | ×                    | ×                     | ×                           | ×               | ·                          | ×                             | ·          | ×         | ×                | ×         | ×        | ×                        |
| Norwalk                          | 2010                  | 9                | ×                           | ×            | ×                    | ×                     | ×                           | ×               | ·                          | ×                             | ·          | ·         | ×                | ×         | ·        | ×                        |
| Paramount                        | 2014                  | 5                | ×                           | ×            | ×                    | ×                     | ×                           | ×               | ·                          | ×                             | ·          | ×         | ×                | ×         | ·        | ×                        |
| Pasadena                         | 2015                  | 4                | ×                           | ×            | ·                    | ×                     | ·                           | ·               | ·                          | ×                             | ·          | ×         | ×                | ×         | ·        | ×                        |
| Peninsula Watershed Group        | 2013                  | 6                | ·                           | ·            | ·                    | ·                     | ·                           | ·               | ×                          | ×                             | ×          | ·         | ×                | ·         | ·        | ×                        |
| Pico Rivera                      | 2016                  | 3                | ·                           | ·            | ·                    | ·                     | ·                           | ×               | ·                          | ·                             | ·          | ×         | ×                | ×         | ·        | ·                        |
| Placentia                        | 2013                  | 6                | ×                           | ×            | ×                    | ×                     | ×                           | ·               | ·                          | ·                             | ·          | ·         | ×                | ×         | ×        | ×                        |
| Rancho Palos Verdes              | 1994                  | 25               | ×                           | ×            | ×                    | ×                     | ×                           | ×               | ·                          | ×                             | ·          | ×         | ×                | ×         | ·        | ×                        |
| Rolling Hills                    | 2009                  | 10               | ·                           | ·            | ·                    | ·                     | ·                           | ·               | ·                          | ·                             | ·          | ×         | ×                | ·         | ·        | ·                        |
| Santa Fe Springs                 | 2016                  | 3                | ×                           | ×            | ·                    | ·                     | ·                           | ·               | ·                          | ·                             | ·          | ·         | ·                | ·         | ·        | ·                        |
| San Gabriel                      | 2017                  | 2                | ·                           | ×            | ×                    | ·                     | ·                           | ×               | ·                          | ·                             | ·          | ·         | ×                | ×         | ·        | ×                        |
| Seal Beach                       | 2005                  | 14               | ×                           | ×            | ×                    | ×                     | ×                           | ×               | ·                          | ·                             | ·          | ·         | ×                | ×         | ×        | ×                        |
| Signal Hill                      | 1985                  | 34               | ×                           | ×            | ×                    | ×                     | ×                           | ×               | ·                          | ×                             | ·          | ×         | ×                | ×         | ·        | ×                        |
| South El Monte                   | 2017                  | 2                | ×                           | ·            | ×                    | ×                     | ×                           | ×               | ·                          | ×                             | ·          | ×         | ×                | ×         | ·        | ×                        |
| South Gate                       | 1991                  | 28               | ×                           | ×            | ×                    | ×                     | ×                           | ×               | ·                          | ×                             | ·          | ×         | ×                | ×         | ×        | ×                        |
| South Pasadena                   | 2005                  | 14               | ·                           | ×            | ×                    | ×                     | ·                           | ×               | ·                          | ×                             | ·          | ×         | ×                | ×         | ·        | ×                        |
| Stanton                          | 2007                  | 12               | ×                           | ×            | ×                    | ×                     | ×                           | ×               | ·                          | ·                             | ·          | ·         | ×                | ×         | ×        | ×                        |
| Temple City                      | 2003                  | 16               | ×                           | ×            | ×                    | ×                     | ×                           | ×               | ·                          | ×                             | ·          | ×         | ×                | ×         | ·        | ×                        |
| Villa Park                       | 2013                  | 6                | ×                           | ×            | ×                    | ×                     | ×                           | ×               | ·                          | ·                             | ·          | ·         | ×                | ×         | ·        | ×                        |
| West Covina                      | 2015                  | 4                | ×                           | ×            | ×                    | ×                     | ×                           | ×               | ·                          | ×                             | ·          | ·         | ×                | ×         | ·        | ×                        |
| West Hollywood                   | 1995                  | 24               | ×                           | ×            | ×                    | ×                     | ×                           | ·               | ·                          | ·                             | ·          | ×         | ·                | ×         | ·        | ·                        |
| Whittier                         | 2014                  | 5                | ·                           | ×            | ×                    | ×                     | ×                           | ×               | ·                          | ×                             | ·          | ·         | ×                | ×         | ·        | ×                        |
| <b>TOTALS out of 45 agencies</b> |                       |                  | <b>22</b>                   | <b>28</b>    | <b>28</b>            | <b>33</b>             | <b>25</b>                   | <b>26</b>       | <b>5</b>                   | <b>22</b>                     | <b>4</b>   | <b>19</b> | <b>37</b>        | <b>36</b> | <b>7</b> | <b>32</b>                |

## b) Relevant Projects

Table 2 is a list of three relevant MS4 NPDES Program projects that JLHA has recently performed for other public agencies. A complete list of the recent clients and services provided can be found in Table 1.

Table 2: Relevant Projects

| Agency     | Projects/Services                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Long Beach | <p>Under the Long Beach MS4 NPDES Permit, JLHA has:</p> <ul style="list-style-type: none"> <li>• Prepared the Individual and Watershed Annual Report</li> <li>• Held internal information meetings with City staff to develop their MS4 Program and its many subprograms (e.g., TMDLs, Watershed Management, Monitoring, New Development (LID), Construction, Industrial/Commercial, Public Outreach, and the Illicit Connection and Illicit Discharge Control Program.)</li> <li>• Updated staff on developments and implementation status related to the above subprograms.</li> <li>• Trained City employees in multiple city divisions in the MS4 subprograms as identified above.</li> <li>• Assisted in the development of guidelines and procedures for MS4 subprograms, including development planning and construction. This included developing a LID implementation manual and preparing LID Plan/SWPPP review and inspection forms.</li> <li>• Served as a representative of the City in interactions with the Regional Board. This has included negotiating monitoring and watershed management program requirements, as well as negotiating the approval of 1) three watershed management programs, 2) a LID Ordinance Equivalency Demonstration, 3) a Trash TMDL Compliance Plan, 4) an Adaptive Management Plan, and 5) a Report of Waste Discharge.</li> <li>• Preparing documents, such as 1) to 5) listed above.</li> <li>• Conducted Industrial/Commercial inspections and investigations.</li> </ul> |
| Pasadena   | <p>Under the LA MS4 NPDES Permit, JLHA has:</p> <ul style="list-style-type: none"> <li>• Prepared the Individual and Watershed Annual Report</li> <li>• Held internal information meetings with City staff to develop their MS4 Program and its many subprograms (e.g., TMDLs, Watershed Management, Monitoring, New Development (LID), Construction, Industrial/Commercial, and Public Outreach.)</li> <li>• Updated staff on developments and implementation status related to the above subprograms.</li> <li>• Trained City employees in multiple city divisions in the MS4 subprograms as identified above.</li> <li>• Reviewed and approved LID Plans.</li> <li>• Assisted in the development of guidelines and procedures for MS4 subprograms.</li> <li>• Served as a representative of the City in interactions with the Regional Board.</li> <li>• Conducted Construction and Industrial/Commercial site inspections and investigations.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| South Gate | <p>Under the LA MS4 NPDES Permit, JLHA has:</p> <ul style="list-style-type: none"> <li>• Prepared the Individual and Watershed Annual Report</li> <li>• Held internal information meetings with City staff to develop their MS4 Program and its many subprograms (e.g., TMDLs, Watershed Management, Monitoring, New Development (LID), Construction, Industrial/Commercial, and Public Outreach.)</li> <li>• Updated staff on developments and implementation status related to the above subprograms.</li> <li>• Trained City employees in multiple city divisions in the MS4 subprograms as identified above.</li> <li>• Reviewed and approved LID Plans.</li> <li>• Assisted in the development of guidelines and procedures for MS4 subprograms.</li> <li>• Served as a representative of the City in interactions with the Regional Board.</li> <li>• Conducted Construction and Industrial/Commercial site inspections and investigations.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

## 2. Track Record

JLHA has aided municipalities comply with environmental regulations since its incorporation in 1985. Since that time JLHA has maintained a track record of meeting project schedules and providing project deliverables on-time, on-budget, and to client's satisfaction. This may be verified by contacting JLHA's existing and past clients, including those listed in the References Section of this proposal.

Another metric for JLHA's ability to meet project schedules is through its success in representing clients in Regional Water Board NPDES Program audits. These audits included detailed reviews of records for NPDES sub-programs managed and implemented by JLHA Project Teams. Of the many Regional Water Board NPDES Program audits that JLHA personnel participated in, none resulted in enforcement actions.

## 3. Staffing Capability and Current Work Load

JLHA staffing is at 25, consisting of 20 full-time staff and 5 part-time staff. This includes 1 principal, 2 directors, 5 project managers, 5 engineers, 7 field inspectors, 4 project analysts, and 3 administrative staff. All staff operate out of JLHA's office at 6131 Orangethorpe Ave, Suite 300, in Buena Park, California. The Project Team listed in the following section will be available to provide any requested services throughout the term.

### a) Subcontracted support services – Alta Environmental

JLHA subcontracts additional services as-needed such as water quality monitoring and laboratory analysis, outfall screening, construction management, and computational analysis. The City will be asked to approve any other subcontractors selected by JLHA prior to the start of work. Support for monitoring tasks will be conducted by Alta Environmental should these services be requested. Alta's relevant company information and fee schedule is included in the Resumes section and Fee section, respectively, of this proposal.

## 4. Relevant Staff Credentials

Staff credentials include certified professionals in engineering, stormwater quality, BMP (Best Management Practice) inspection, erosion control, SWPPP development and implementation, and environmental assessment. Table 3 lists specialized credentials that are held by JLHA staff. The experience, credentials and education of the key staff members are included in the Resumes Section of this proposal.

**Table 3: Specialized Credentials held by JLHA Staff**

| Credential     | Credential Description                                      |
|----------------|-------------------------------------------------------------|
| <b>CPSWQ</b>   | Certified Professional in Stormwater Quality                |
| <b>CESSWI</b>  | Certified Erosion, Sediment and Stormwater Inspector        |
| <b>QSD</b>     | Qualified SWPPP Developer (Construction)                    |
| <b>QSP</b>     | Qualified SWPPP Practitioner (Construction)                 |
| <b>QISP</b>    | Qualified Industrial Stormwater Practitioner                |
| <b>CGP ToR</b> | Trainer of Record for the NPDES Construction General Permit |
| <b>IGP ToR</b> | Trainer of Record for the NPDES Industrial General Permit   |
| <b>ECI</b>     | Environmental Compliance Inspector                          |

## 5. Proposed Team

Table 4 lists the roles of the Project Team. Detailed qualifications of the Project Team are included under the Resume section.

**Table 4. Project Team Roles**

|               | Program Title                                  | Team Member Information |                                                                                              |
|---------------|------------------------------------------------|-------------------------|----------------------------------------------------------------------------------------------|
| Core Team     | Senior Project Manager/<br>Engineer-in-charge  | Name                    | <b>John Hunter</b> , PE, REA                                                                 |
|               |                                                | Roles                   | Project oversight and support                                                                |
|               | Project Manager<br>(Watershed Services)        | Name                    | <b>Cameron McCullough</b> , MS, CPSWQ, QSD/P, IGP ToR                                        |
|               |                                                | Roles                   | Point-of-contact, project oversight: General services                                        |
|               | Project Manager<br>(Development Services)      | Name                    | <b>Jillian Brickey</b> , MS, CPSWQ, QSD/P, CGP ToR                                           |
|               |                                                | Roles                   | Point-of-contact, project oversight: Development services                                    |
|               | Assistant Project Manager/<br>Project Engineer | Name                    | <b>Michelle Staffield</b> , PE, MSE, CPSWQ, QSD                                              |
|               |                                                | Roles                   | Point-of-contact, project oversight: EWMP development                                        |
| Extended Team | Project Analyst                                | Name                    | <b>Hugo Garcia</b> , CPSWQ, CESSWI, QSP                                                      |
|               |                                                | Roles                   | Project development, field services support                                                  |
|               | Senior Engineer                                | Name                    | <b>Rosalinda Tandoc</b> , PE                                                                 |
|               |                                                | Roles                   | Plan review and approval                                                                     |
|               | Project Manager,<br>Subconsultant Services     | Name                    | <b>David S. Renfrew</b> , CPSWQ, QISP/TOR, QSD, PMP<br>(Subcontractor: [Alta Environmental]) |
|               |                                                | Roles                   | Project delivery for water quality monitoring and sampling                                   |

## 6. References

Table 5 is a list of client references. JLHA provides NPDES MS4 services to each of the references listed. Additional references are available at the request of the City.

**Table 5: References**

| Agency     | Data Field    | Reference Information                         | JLHA Project Manager                                   |
|------------|---------------|-----------------------------------------------|--------------------------------------------------------|
| Downey     | Name/Title    | Daniel Mueller, Principal Engineer            | Cameron McCullough,<br>Jillian Brickey,<br>John Hunter |
|            | Address       | 11111 Brookshire Ave, Downey, CA 90241        |                                                        |
|            | Phone/email   | (562) 904-7102, dmueller@downeyca.org         |                                                        |
| Hawthorne  | Contact/Title | Doug Krauss, Administrative Analyst           | Cameron McCullough                                     |
|            | Address       | 4455 W 126th St, Hawthorne, CA 90250          |                                                        |
|            | Phone/email   | (310) 349-2987, dkrauss@cityofhawthorne.org   |                                                        |
| Long Beach | Contact/Title | Melissa You, Stormwater Compliance Officer    | Jillian Brickey,<br>Cameron McCullough                 |
|            | Address       | 333 W Ocean Blvd, Long Beach, CA 90802        |                                                        |
|            | Phone/email   | (562) 570-5524, melissa.you@longbeach.gov     |                                                        |
| Pasadena   | Contact/Title | Kris Markarian, City Engineer                 | Jillian Brickey                                        |
|            | Address       | 100 N Garfield Ave, Pasadena, CA 91109        |                                                        |
|            | Phone/email   | (626) 744-4695, kmarkarian@cityofpasadena.net |                                                        |
| South Gate | Contact/Title | Allan Rigg, Director of Public Works          | John Hunter,<br>Michelle Staffield                     |
|            | Address       | 7800 Katella Ave, Stanton, CA 90680           |                                                        |
|            | Phone/email   | (714) 890-4204, arigg@ci.stanton.ca.us        |                                                        |

## B. Engineer in Charge

The Engineer in Charge and Alternate Engineer in Charge of the work is:

|                                  |                   |
|----------------------------------|-------------------|
| John Hunter, PE                  |                   |
| License Number                   | 4724              |
| License Type                     | Chemical Engineer |
| Rosalinda Tandoc, PE (Alternate) |                   |
| License Number                   | 29747             |
| License Type                     | Civil Engineer    |

## C. Approach and Methodology

JLHA welcomes the opportunity to provide professional as-needed NPDES Consulting services to the City of Compton. The timeframe of this proposal is for a period of three years. The services provided may be extended for two additional years upon written agreement by the City and JLHA. This proposal is considered valid for a period of ninety (90) days from the date of submittal.

### 1. Scope of Services

Table 6 lists the services listed in Section II of the RFP and include “Task Detail” information that describe the approach and methods the Project Team will use to meet the contract requirements. The Project Team does not anticipate any significant concerns or problems during the term of this contract. The primary concern is budgeting, as annual variability in workload within the SOW is an unknown, within certain limits. However, from past experience, the Project Team expects the not-to-exceed (NTE) amount, as shown in the Sample Professional Services Agreement, to be sufficient for the services provided and duration of the contract.

**Table 6. Approach and Methodology**

| <b>RFP Task 1</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description</b> | Consultant shall represent the City’s PW Dept. to attend various meetings with the Los Angeles Watershed Management Committees, Los Angeles Region Water Quality Control Board, L.A. Gateway Region Authority, and other applicable Committees and sub-committees. Conduct internal City Department informational meetings on as needed basis.                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Approach</b>    | JLHA will represent the City’s PW Dept at various NPDES-related meetings including 1) the Los Angeles Watershed Management Committees, 2) Los Angeles Region Water Quality Control Board, 3) L.A. Gateway Region Authority, and 4) other applicable Committees and sub-committees. Summary reports for meetings will be prepared for immediate viewing by the City via an online portal set up by JLHA (compton.jlha.net). Any action items required by the City as a result of the meetings will be conveyed via email or phone call as soon as possible. The Project Manager will also be available as-needed to discuss the meeting activities and actions.                                                                                        |
| <b>RFP Task 2</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Description</b> | Consultant shall obtain data from city departments, complete, and submit the Annual Report and other documents as required by the Los Angeles Region Water Quality Control Board and other agencies if required. The Annual Report and other documents shall also include Illicit Connection and Illicit Discharge control program.                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Approach</b>    | JLHA will prepare the Individual and Watershed Annual Reports and develop Annual Report information request forms for completion by municipal staff. Alta will focus on the preparation of the monitoring elements of the Annual Reports. Completed forms will be reviewed with municipal staff and municipal data and comments will be incorporated into a Draft Annual Report. The County’s online reporting tool—WRAMPS—will be updated with relevant data and will be used to generate the Draft Annual Report. Based on data incorporated, responses to program status and assessment elements of the Draft Annual Report will be prepared. The draft Annual Report will be provided to the City by October 15 each year for review and comment. |

|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                    | The Final Individual and Watershed Annual Report will be submitted in early December, prior to the December 15th submittal to the Regional Water Board.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>RFP Task 3</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Description</b> | Consultant shall prepare and/or update and submit the City's MS4 program to the Los Angeles Region Water Quality Control Board for approval, if required.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Approach</b>    | JLA will update and submit the City's MS4 program—the Watershed Management Program, Integrated Monitoring Program, or Stormwater Management Program (i.e., the Minimum Control Measures)—to the Regional Board for approval. It is important to note that preparing or making significant revisions to a Watershed Management Program or Integrated Monitoring Program will likely exceed the not-to-exceed total in the City's PSA for this project (\$100,000) and is outside of the scope of this particular task. JLHA will assess and report on the status of program compliance, hold program update/development meetings, prepare program update/development and summary reports, and correspond with municipal staff and elected officials regarding program updates. Comments and updates will be provided to the Regional Board.                                                                                                             |
| <b>RFP Task 4</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Description</b> | Assist City in setup of the training requirement - This task involves training of City employees in investigation and inspection services and others as required by the Los Angeles Region Water Quality Control Board and/or Los Angeles County, etc.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Approach</b>    | JLHA will provide training applicable to City employees (and contractors) in investigation and inspection services and may include elements of the Planning and Land Development Program, Development Construction Program, Public Agency Activities Program, and Illicit Discharge Program as required by the MS4 NPDES Permit. Training will be conducted by the Project Team and include slide presentations, Q&A with City staff, and key program forms, templates, and documentation. The deliverables under this scope of services will include access to an online training portal that will permanently store all presentations and related training documentation. (training.jlha.net.). Training will be provided annually at a time suitable to City staff. At the request of the City, JLHA can provide additional in-depth staff training (beyond the one-to-two hour standard training scope) on any component of the MS4 NPDES program. |
| <b>RFP Task 5</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Description</b> | Assist the City in update of guidelines and procedures for development planning and construction project. This will involve the development and requirement of CEQA, General Plan Update in compliance of the stormwater impact and the current requirement of LID, SUSMP and/or SWPPP, if applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Approach</b>    | JLHA will assess the City's MS4 NPDES Program and provide recommended changes to City staff on current construction LID/BMP standards and SWPPP review process/requirements, forms, and templates for incorporation into the Planning and Land Development and Construction Programs. The deliverables under this scope of services will be uploaded for viewing and download by the City via an online portal set up by JLHA (compton.jlha.net).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>RFP Task 6</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description</b> | Assist the City in Negotiating the Next MS4 NPDES Permit[s] w/ the Regional Board, if applicable.                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Approach</b>    | In addition to and as part of MS4 Permit negotiations, JLHA will hold program update/development meetings, prepare program update/development and summary reports, and prepare responses received by the Regional Board. JLHA will also correspond with municipal staff and elected officials related to MS4 Permit developments.                                                                                                                                             |
| <b>RFP Task 7</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Description</b> | Assist the City in Negotiating Reasonable TMDLs w/ the Regional Board, if applicable.                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Approach</b>    | At the City's request JLHA will prepare and submit requests for TMDL time extensions, modified compliance schedules, and alternative compliance approaches. The Senior Project Manager will discuss best approaches with the City staff and will serve as the main representative of the City in interactions with Regional Board staff.                                                                                                                                      |
| <b>RFP Task 8</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Description</b> | Assist the City in dealing with the Regional Board and/or L. A. County, etc. regarding NPDES issues such as Notice of Violation, etc., if applicable.                                                                                                                                                                                                                                                                                                                         |
| <b>Approach</b>    | JLHA has represented several of its clients in MS4 program audits, responses to Notices of Violation, and other NPDES issues. Assistance will include developing responses and compliance plans, and negotiating with the Regional Board and/or LA County.                                                                                                                                                                                                                    |
| <b>RFP Task 9</b>  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Description</b> | Prepare Written Docs & Updates.                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>Approach</b>    | This task may include the preparation of meeting summaries, updates/revisions to Storm Water Management Program forms and templates, and other as-needed NPDES documentation. The Senior Project Manager will review and revise documents and deliverables, as needed, for content and accuracy. JLHA will provide recommended changes to City staff for approval. Documents will be prepared for viewing by the City via an online portal set up by JLHA (compton.jlha.net). |

## 2. Additional Municipal NPDES Programs Management, Watershed Management Program Assistance, and TMDL Programs Assistance (Optional)

The MS4 NPDES Permit includes prescriptive requirements for the implementation of what are referred to as the Minimum Control Measures. Table 7 lists additional tasks, not listed in the RFP, that JLHA can provide assistance. Tasks are related to the City with implementation of these measures, Individual WMP, and TMDL requirements.

Table 7. Additional Services

|                                                                      |
|----------------------------------------------------------------------|
| <b>Planning and Land Development Program</b>                         |
| LID Plan Review                                                      |
| LID BMP Inspections                                                  |
| <b>Development Construction Program</b>                              |
| Sites less than one acre: Track and inspect sites at request of city |
| Inventory state-permitted Construction sites                         |
| Review and Approval Construction SWPPPs                              |
| Inspect $\geq 1$ -acre Construction Sites                            |
| Enforce at Noncompliant Sites                                        |
| <b>Industrial/Commercial Facilities Program</b>                      |
| Track Critical Industrial/Commercial Facilities                      |
| Educate Industrial/Commercial Facility Operators                     |
| Inspect Critical Industrial/Commercial Facilities                    |
| Enforce at Noncompliant Facilities                                   |
| <b>Public Agency Activities Program</b>                              |
| Public Construction Activities                                       |
| Inventory Public Facilities                                          |
| Inventory Existing Development Retrofit Opportunities                |
| Public Agency Facility and Activity Management                       |
| <b>Illicit Connection/Illicit Discharge (IC/ID) Program</b>          |
| Investigate Illicit Discharges                                       |
| Enforce cases of noncompliance                                       |
| Spill Response Plan                                                  |
| <b>Monitoring and Reporting Program</b>                              |
| Outfall Screening (Alta Environmental)                               |
| Water Quality Monitoring (Alta Environmental)                        |

## D. Fee Proposal

### 1. Rate Schedule, Assumptions, and Estimated Costs

#### a) 2019 JLHA Rate Schedule

|                                                             |              |
|-------------------------------------------------------------|--------------|
| Principal                                                   | \$195 / hour |
| Director                                                    | \$175 / hour |
| Staff Engineer                                              | \$175 / hour |
| Project Manager                                             | \$165 / hour |
| Assistant Project Manager                                   | \$155 / hour |
| Project Engineer                                            | \$155 / hour |
| Compliance Specialist II                                    | \$125 / hour |
| Project Analyst II                                          | \$125 / hour |
| Industrial/commercial facility inspection                   | \$125 / hour |
| Compliance Specialist I                                     | \$105 / hour |
| Project Analyst I                                           | \$105 / hour |
| Administrative Assistant, Laborer (OSHA 40hr certified)     | \$75 / hour  |
| State Certified Laboratory Analysis                         | Cost + 5%    |
| Legal Consultation, Court Appearances/Document review, etc. | \$260 / hour |
| Subcontracted equipment                                     | Cost + 5%    |

Travel fees will not be necessary to provide the services listed. Printing fees will be incurred only if third party professional printing is requested by the City.

#### b) 2019 Alta Environmental Rate Schedule

The following section includes Alta's schedule of fees.

**REPLACE PAGE WITH ALTA PDF**

## 2. Not-to-Exceed Fee

The Project Team expects the not-to-exceed (NTE) amount of hundred thousand dollars (\$100,000.00), as shown in the Sample Professional Services Agreement, to be sufficient for the services provided and duration of the contract. If through program implementation it is determined that the total annual fee is underestimated, the City will be informed. In this event additional work will not be conducted without written approval from the City.

| Task | Estimated Annual Not-to-Exceed Fee                                                                                                                                                                                                                    |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1    | Time and materials at the hourly rates provided in the Fee Schedule.<br>From the Task description it is expected that the cost will not exceed \$10,000 per year.                                                                                     |
| 2    | Time and materials at the hourly rates provided in the Fee Schedule.<br>From the Task description it is expected that the cost will not exceed \$20,000 per year                                                                                      |
| 3    | Time and materials at the hourly rates provided in the Fee Schedule.<br>The task does not provide sufficient specificity to provide a not-to-exceed total. However, JLHA will inform the City if costs above \$10,000 are estimated for a given year. |
| 4    | Time and materials at the hourly rates provided in the Fee Schedule.<br>From the Task description it is expected that the cost will not exceed \$10,000 per year.                                                                                     |
| 5    | Time and materials at the hourly rates provided in the Fee Schedule.<br>From the Task description it is expected that the cost will not exceed \$10,000 per year                                                                                      |
| 6    | Time and materials at the hourly rates provided in the Fee Schedule.<br>From the Task description it is expected that the cost will not exceed \$5,000 per year                                                                                       |
| 7    | Time and materials at the hourly rates provided in the Fee Schedule.<br>From the Task description it is expected that the cost will not exceed \$5,000 per year                                                                                       |
| 8    | Time and materials at the hourly rates provided in the Fee Schedule.<br>From the Task description it is expected that the cost will not exceed \$5,000 per year                                                                                       |
| 9    | Time and materials at the hourly rates provided in the Fee Schedule.<br>The task does not provide sufficient specificity to provide a not-to-exceed total. However, JLHA will inform the City if costs above \$10,000 are estimated for a given year. |

## Appendix A: Resumes

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The following section includes the resumes of key personnel and subconsultants (Alta).

**John L. Hunter, PE***Principal***Education**

B.S. Chemical Engineering, CSULB

B.S. Biological Sciences, UCI

**Certifications and Licenses**

CA Professional Chemical Engineer, 4724

CA Registered Environmental Assessor, 0900

CA Hazardous Substance Removal, A3382

CA General Engineering License, A-582340

Mr. Hunter serves as the Principal of JLHA. He has over 30 years of experience in municipal environmental programs and currently oversees: (1) elements of over 40 separate NPDES programs encompassing three counties that covers programs such as: watershed and stormwater management, TMDL implementation, plan reviews, industrial and construction inspections, public agency activities, public outreach, and monitoring/reporting; (2) eleven municipal FOG programs encompassing permitting, inspections and enforcement; (3) seven municipal Used Oil Recycling programs; (4) three municipal Beverage Container Recycling programs; and (5) two water conservation programs. As of May 2016, Mr. Hunter serves as the chair for the LA Permit Group, which provides area-wide MS4 Permit updates to all affected parties under the LA Region MS4 Permit.

**Related Experience**Watershed Management

Lead consultant for the Lower Los Angeles River Watershed Group, the Lower San Gabriel River Watershed Group, the Peninsula Cities Watershed Group, and the Long Beach Near-shore watersheds. Oversaw preparation and oversees continued development of the Watershed Management Programs for these groups. Also participates in the Upper Los Angeles River Watershed Group, the Dominguez Channel Watershed Group, and the Los Cerritos Channel Watershed Group.

Total Maximum Daily Loads

*Los Angeles River Metals TMDL*: Developed the Reach 1 Metals TMDL Implementation Plan on behalf of nine local agencies. The Plan was used as a source document for the Compliance Schedule in the Lower LA River WMP.

*Los Angeles River Trash TMDL*: Administered Trash DGR studies and associated compliance reports for multiple cities since 2004. Negotiated client interests with Regional Board staff. Obtained grant funding for and prepared the Hamilton Bowl BMP Study. The study evaluated different end-of-pipe trash capture systems for the Cities of Signal Hill and Long Beach.

MS4 Permit Minimum Control Measures (MCMs)

Oversees MCM elements of MS4 Permits for 37 cities. MCM programs include business and construction site inspections, LID Plan and SWPPP reviews, BMP implementation for public agency activities, illicit discharge investigations, and public outreach.

Representation and advocacy

Represents client interests in meetings with Regional Board staff/members regarding (E)WMPs, TMDLs, and other Permit mandates. Has chaired the Los Angeles River Watershed Management Committee, Santa Monica Bay Bacterial TMDL J7 Subcommittee, and the LA Permit Group. Currently serves as technical lead for the Lower San Gabriel, Lower Los Angeles, and Peninsula Cities Watershed Management Groups.

**Jillian Brickey, MS, CPSWQ, QSD/P, CGP ToR**  
*Director*

**13 Years of Experience in Water Quality****Education**

M.S., Environmental Science, CSUF  
B.S., Zoology, Cal State Poly Pomona

**Certifications**

CPSWQ, Envirocert (#0845)  
QSD/QSP, CASQA (#22731)  
CGP Trainer of Record, CASQA

Jillian Brickey has thirteen years of experience in environmental management, specializing in stormwater and watershed management and water conservation. Her relevant experiences include implementing and managing NPDES municipal Permit programs for Low Impact Development, Development Construction, and TMDL/watershed management. Tasks include includes plan review and approval, reporting, training municipal staff in program implementation, and representing client interests in interactions with regulators and other stakeholders.

**Recent Experience and Project Qualifications**

Municipal NPDES Permit Management: Ms. Brickey serves as a Programs Manager of municipal NPDES Permit programs for multiple cities throughout the Southland. NPDES Permits managed include all elements of the MS4 and CGP Permits, including erosion/sediment control and Low Impact Development (LID) for construction projects, and TMDL implementation for water bodies impaired by trash, metals, toxics, and bacteria. Through these management activities, she has:

- Represented cities in MS4 NPDES Permit New Development compliance audits from the Regional Water Quality Control Board. (Seal Beach: 2010, 2015, Stanton: 2010).
- Developed TMDL compliance plans for Metals, Toxics, Bacteria, and Trash. (Lower Los Angeles River, Lower San Gabriel River, Long Beach Nearshore Watersheds: 2013-2016.)
- Served as primary contact with clients and represented their interests when interacting with regulators. (Covina, La Habra, Seal Beach, South Pasadena, Stanton, Pasadena, West Hollywood).
- Developed Stormwater Quality Management Programs (Seal Beach: 2011), LID compliance guideline documents (Gateway cities, 2014), and LID ordinances (2014).
- Held CGP QSD/QSP training as a CGP ToR (Pasadena, 2016, 2018) and led over one hundred municipal training sessions in MS4 and CGP Permits. (Over 20 municipal clients: 2008-2016).
- Reviewed on behalf of municipal clients hundreds of LID Plans, WQMPs, and SWPPPs and verified proper installation and maintenance of hundreds of LID BMPs.
- Supervised JLHA plan checking staff.

Watershed Management: Ms. Brickey served as a Project Manager for the development of the Watershed Management Programs (WMPs) for the Lower Los Angeles River and Lower San Gabriel River Watershed Groups (2013-2016). The WMPs were developed by MS4 Permittees with shared watershed boundaries, with the objective of achieving surface water quality standards. Tasks included evaluating existing control measures and developing new control measures and compliance schedules to achieve water quality standards. She also oversaw the development and implementation of LID ordinances as required by the WMP development process. This included preparing a LID Ordinance Equivalency Demonstration for the City of Long Beach.

She has also led multi-jurisdictional workshops and technical committees on watershed management program implementation, and engaged with Regional Water Quality Control Board members, staff and non-governmental organizations in support of contested issues regarding the watershed management compliance approach. Through representation of municipal clients' stakeholder interests, Ms. Brickey has also participated in the development of watershed management programs and monitoring programs for the Upper Los Angeles River, Upper San Gabriel River, and Peninsula Cities Watershed Groups (2013-present).

**Education**

M.S., Applied Mathematics, CSULB

B.S., Physics, CSULB

**Certifications**

CPSWQ, Envirocert (#0842)

QSD/QSP, CASQA (#22706)

IGP Trainer of Record, CASQA (#079)

**Affiliations**

Phi Beta Kappa Society

Society for Industrial &amp; Applied Math

**Cameron McCullough, MS, CPSWQ, QSD/P, IGP ToR***Director*

Cameron McCullough has fifteen years of experience in the environmental compliance field, specializing in surface water quality regulation. His experiences include managing the development and implementation of municipal NPDES, TMDL, and FOG Control programs, assisting and training municipal staff in their in-house NPDES programs, and representing client interests in interactions with regulators and other stakeholders.

**Recent Experience and Project Qualifications**

Municipal NPDES Permit Management: Mr. McCullough serves as a Programs Manager of municipal NPDES Permit programs for multiple cities throughout the Southland. Permits managed include the NPDES stormwater permits—MS4, IGP, CGP—as well as non-stormwater permits and related orders such as those for drinking water system releases and sanitary sewer overflows. Permit programs address (1) stormwater quality for construction, industrial, and municipal activities and post-construction BMPs for development activities, (2) non-stormwater discharges to and from the MS4, (3) TMDLs for water bodies impaired by trash, metals, toxics, and bacteria, and (4) surface water quality monitoring. Through his program management activities, he has developed qualifications that meet those required to serve as the Project Manager for this project. Specific examples of these qualifications include:

- Serving as a Project Manager for contracted MS4 NPDES Program assistance for local cities. (Diamond Bar, Glendale, Hawthorne, Lomita, Monterey Park, Stanton, Temple City, Villa Park, West Covina, and West Hollywood.) Responsibilities include serving as project point-of-contact, overseeing the Project Team, ensuring successful completion of the project, and representing the client in interactions with regulators and watershed groups.
- Representing cities in MS4 NPDES Permit compliance audits from the Regional Water Quality Control Board. (Seal Beach 2006, 2010, Stanton 2010, 2014, Big Bear Lake 2007.)
- Developing 1) watershed-based compliance plans for wet and dry weather TMDLs for Metals, Toxics, Bacteria, and Trash (Lower Los Angeles River, Lower San Gabriel River, and Long Beach Nearshore Watersheds: 2013-2016), 2) municipal Stormwater Quality Management Programs (Stanton 2011, Villa Park 2015) and 3) SWPPPs (Downey, Norwalk, Lynwood, Pico Rivera, West Covina: 2011-2016).
- Leading hundreds of municipal training sessions in MS4, IGP, CGP, and Drinking Water System NPDES Permits, as well as SSO spill response and FOG control. (26 municipal clients from 2004-2016, covering 3 State Water Board Regions and 5 Phase I MS4 Permits.)

Watershed Management: Mr. McCullough served as a Project Manager for the development of the Watershed Management Programs (WMPs) for the Lower Los Angeles River, Lower San Gabriel River, and Long Beach Nearshore Watershed Groups (2013-2016). The WMPs were developed by MS4 Permittees with shared watershed boundaries, with the objective of achieving surface water quality standards. Tasks included identifying water quality priorities, evaluating existing control measures, developing new control measures and compliance schedules, and providing quantitative reasonable assurance to attain water quality standards. He has also led multi-jurisdictional workshops and technical committees on watershed management program implementation, and engaged with Regional Water Quality Control Board members, staff and non-governmental organizations in support of contested issues regarding the watershed management compliance approach.

Through representation of municipal clients' stakeholder interests, Mr. McCullough has also participated in the development of watershed management programs and monitoring programs for the Los Cerritos Channel, Dominguez Channel, Upper Los Angeles River, and Upper San Gabriel River (2013-present).

**Michelle Stafffield, PE, MSE, CPSWQ, QSD**  
*Water Resources Engineer*

**Education**

M.S., Civil Engineering, Loyola Marymount  
B.S., Ecology, Behavior, & Evolution, UCSD

**Certifications**

PE, California Professional Civil Engineer  
CPSWQ, Envirocert (#1136)  
QSD, CASCA (#26529)

Michelle Stafffield has twelve years of experience in the water quality field, specializing in surface water quality regulation in local regions including Los Angeles, Orange County, and San Diego. Her experiences include managing the development and implementation of point and non-point source programs—including NPDES and TMDL programs for municipalities—assisting and training municipal staff in their in-house NPDES programs, and representing client interests in interactions with regulators and other stakeholders.

**Recent Experience and Project Qualifications**

Michelle serves as a Project Manager and technical lead on various stormwater infrastructure projects for municipalities involving planning, review, and implementation. In this role her relevant experiences and tasks include implementing and managing NPDES municipal permit provisions such as watershed management and TMDL compliance, Best Management Practices (BMPs) and Low Impact Development (LID) for planning and land development, construction, and industrial/commercial activities, public information and participation, and general programs management and technical assistance. She is also involved in the development and review of Watershed and Stormwater Management Programs, Water Quality Management Plans (WQMPs), and LID Plans.

Municipal NPDES Permit Management: Some of Michelle’s current client-specific responsibilities include:

- Reviewing LID Plans following the standards of the Los Angeles County area-wide MS4 Permit for the cities of Covina, Diamond Bar, Downey, Hawaiian Gardens, Long Beach, Lynwood, Monterey Park, Norwalk, Pasadena, Rancho Palos Verdes, Santa Fe Springs, Signal Hill, South El Monte, South Gate, West Hollywood, and Whittier.
- Reviewing WQMPs following the standards of the North Orange County area-wide MS4 Permit for the cities of Buena Park, La Habra, Placentia, Seal Beach, Stanton, and Villa Park. (WQMPs are the Orange County-equivalent of Los Angeles County’s LID Plans.)
- Serving as point-of-contact with project engineers for the LID Plan and WQMP review process.
- Conducting post-construction BMP verification and maintenance inspections for the cities of Covina, Diamond Bar, Downey, Hawaiian Gardens, La Habra, Placentia, Rancho Palos Verdes, Seal Beach, Signal Hill, Stanton, and West Hollywood.
- Assisting in municipal TMDL compliance activities, including the preparation of Trash TMDL studies and compliance reports, and Bacteria TMDL studies and Load Reduction Strategy reports.
- Assisting in NPDES program management for the cities of Downey, South Gate and Signal Hill. Tasks include serving as a point-of-contact with City staff, representing city interests at watershed meetings and other related meetings and hearings, and preparing the Individual Annual Report.

Watershed Management: Through representation of municipal clients’ stakeholder interests, Michelle also participates in the development and implementation of watershed management programs and monitoring programs for the Los Cerritos Channel, Lower Los Angeles River, and Lower San Gabriel River.

**Hugo Garcia, CPSWQ, CESSWI, QSP***Senior Project Analyst***Education**

B.S., Environmental Science, UCR

**Certifications and Training**

CPSWQ, Envirocert (#1183)

CESSWI, Envirocert (#4769)

QSP, CASQA (#26091)

QSD exam scheduled for Spring 2019

Professional Certificate in GIS

Basic Inspector Academy, Cal EPA

Spanish fluency

Hugo Garcia has six years of experience with John L. Hunter & Associates, specializing in NPDES and Industrial Waste/FOG Control regulations. His experiences include implementation of Municipal NPDES Programs for Industrial/Commercial Facilities, Development Construction, Municipal Activities, Planning and Land Development, Public Information and Participation, and Illicit Connections & Illicit Discharge Elimination Programs. In addition, Hugo provides TMDL implementation and reporting, and serves as JLHA's lead GIS Specialist.

**Recent Experience and Project Qualifications**

Mr. Garcia currently serves as both a Senior Project Analyst and Compliance Specialist whose responsibilities include providing assistance with the implementation of several Watershed Management Programs in Los Angeles and Orange County, as well as conducting stormwater compliance inspections (e.g., La Habra, South Gate, and Whittier). Specific examples of recent experience and project qualifications include:

- Assisting with the development, implementation, and compliance reporting components of Trash TMDLs for the Cities of Alhambra, Arcadia, Burbank, Downey, Glendale, Inglewood, Long Beach, Lomita, Lynwood, Monterey Park, Paramount, Pasadena, Pico Rivera, Rancho Palos Verdes, Signal Hill, South El Monte, South Gate, South Pasadena, Temple City, and West Hollywood.
- Assisting with the development of the Lower Los Angeles River Watershed Management Group Trash Monitoring Reporting Plan (TMRP), Trash Minimum Frequency of Assessment and Collection (MFAC/BMP) Programs for the Cities of Arcadia, Burbank, Downey, Glendale, Long Beach, Pasadena, and Pico Rivera, and Plastic Pellet Management Programs (PMRPs) for the Cities of Arcadia, Burbank, Glendale, Monterey Park, Pasadena, San Gabriel, South El Monte, South Pasadena, and Temple City.
- Assisting with Industrial General NPDES Stormwater Permit compliance activities and Stormwater Pollution Prevention Plans (SWPPPs) for municipal facilities located in the Cities of Laguna Beach, La Mirada, San Gabriel, Signal Hill, and West Covina.
- Conducting over 3,000 NPDES compliance inspections at industrial/commercial facilities (e.g., food facilities, automotive repair facilities, and facilities subject to the Industrial General Permit) and construction sites.
- Developing and maintaining GIS databases of 1) potential sites for low impact development (LID) retrofit projects to comply with various Watershed Management Programs, 2) catch basin retrofit locations to comply with Trash TMDLs and the statewide Trash Provisions, and 3) MS4 outfall and non-stormwater discharges locations to comply with Coordinated Integrated Monitoring Programs (CIMPs).
- Reviewing preliminary plumbing plans for new development and tenant improvement projects at Industrial Waste/FOG facilities in the cities of Arcadia, Signal Hill, South El Monte, South Gate, and Stanton.
- Assisting with the review of small site Low Impact Development (LID) plans for conformance with city-specific LID standards for the Cities of Signal Hill, South Gate, and West Hollywood.
- Developing retrofit opportunity inventories for multi-watershed/multi-jurisdictional grants (i.e. OCTA ECP Tier 1, Prop 84).

**Rosalinda Tandoc, PE**  
*Staff Civil Engineer*

**Overview**

Ms. Tandoc has over 30 years of experience reviewing and approving structural and architectural plans. Her specialty lies in reviewing and approving such plans for compliance with Permits (including MS4), City ordinances (including LID and Green Streets/Fats, Oils, and Grease/Industrial Waste/Erosion Control), Building Codes, and other State Laws. At JLHA, she has been instrumental in expediting plan review and approval for issuance of permits, interacting with clients to troubleshoot project development problems, and expediently facilitating completion of client projects. She has done this for all of JLHA's past and current clients, which now includes 23 cities.

**Education**

Master of Science in Civil Engineering  
*California State University, Long Beach*

**Certifications and Licenses**

CA Registered Civil Engineer

**Related Experience****With JLHA  
(Starting 2006)**

- Reviews structural and architectural plans and residential and large and complicated buildings for compliance with the MS4 Permit, City Ordinances and State Law.
- Interacts with developers to facilitate completion of their projects
- Worked with the Principal in investigating problems presented to them.
- Code Consultant

**Prior Experience:**

- Los Angeles County Department of Public Works Building and Safety Division (1979 – 2006)
- Coordinated with local agencies in expediting the issuance of permits
- Assisted Permit Technician in solving problems that he or she may have incurred in the processing of permits and other related problems that need to be resolved at the counter.
- Assisted the City in developing ways and methods of expediting the processing of plans for issuance of permits.
- Assisted the City in developing plans and methods for effective office organization in the City Building Department in working with the City Planning Department.

**Personal Advancement Courses**

Engineering Management  
Communication  
Diversity Training  
Business and English Writings  
Supervisory Management

**Achievements/Volunteer Works**

Outstanding Woman of 1998, City of Cerritos  
Greater Long Beach Girl Scout Council  
Cerritos Senior Center, City of Cerritos  
St. Linus Parish, Norwalk, CA  
Cathedral of Our Lady of the Angels, Los Angeles

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF COMPTON  
AND  
JOHN L. HUNTER AND ASSOCIATES  
[NPDES Permit Program]**

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 **JOHN L. HUNTER AND ASSOCIATES** (hereinafter referred to as "**CONSULTANT**"), located at 6131 Orangethorpe Avenue, Suite 300, Buena Park, California 90620.

**RECITALS:**

**WHEREAS**, the National Pollutant Discharge Elimination System ("NPDES") is a nation-wide program authorized by the Clean Water Act to eliminate pollutants in the storm water, thereby reducing pollution in receiving water; and

**WHEREAS**, the NPDES program requires that municipalities must obtain a permit if their discharges go directly to receiving water systems; and

**WHEREAS**, compliance with NPDES permitting rules is multi-factorial, time-consuming and requires experience and expertise that the City does not have in-house staffing to perform; and

**WHEREAS**, the City needs the assistance of a qualified and experienced environmental consulting firm to provide professional NPDES services relative to obtaining the necessary permits; and

**WHEREAS**, by Resolution No. \_\_\_\_\_, adopted on the \_\_\_\_ of \_\_\_\_\_ 2019, the City Council authorized the City Manager to accept the proposal of the Consultant (John L. Hunter and Associates) and enter into a contract to provide the necessary services; and

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

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

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

**AGREEMENT:**

**1. Services to be rendered by Consultant.** It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing professional environmental compliance consulting services for the City's compliance with requirements associated with the Municipal NPDES permit adopted by the Los Angeles Regional Water Quality Control Board. Significant project deliverables shall include, but may not be limited to the following tasks and deliverables:

**MS4 Permit Compliance Period: FY 2019/20 – FY 2021/22**

**Task 1:** Consultant shall represent the City's PW Dept. to **attend various meetings** with the Los Angeles Watershed Management Committees, Los Angeles Region Water Quality Control Board, L.A. Gateway Region Authority, and other applicable Committees and sub-committees. Conduct internal City Department informational meetings on as needed basis. (\$10,000)

**Task 2:** Consultant shall obtain data from city departments, complete, and submit the **Annual Report** and other documents as required by the Los Angeles Region Water Quality Control Board

and other agencies if required. The Annual Report and other documents shall also **include Illicit Connection and Illicit Discharge control program.** (\$20,000)

**Task 3:** Consultant shall prepare and/or **update and submit the City's MS4 program** to the Los Angeles Region Water Quality Control Board for approval, if required. (\$10,000)

**Task 4:** Assist City in setup of the **training requirement** - This task involves training of City employees in investigation and inspection services and others as required by the Los Angeles Region Water Quality Control Board and/or Los Angeles County, etc. (\$10,000)

**Task 5:** Assist the City in **update of guidelines and procedures for development planning and construction project.** This will involve the development and requirement of CEQA, General Plan Update in compliance of the stormwater impact and the current requirement of LID, SUSMP and/or SWPPP, if applicable. (\$10,000)

**Task 6:** Assist the City in **Negotiating the Next MS4 NPDES Permit[s]** with the Regional Board, if applicable. (\$5,000)

**Task 7:** Assist the City in **Negotiating Reasonable TMDLs** with the Regional Board, if applicable. (\$5,000)

**Task 8:** Assist the City in dealing with the Regional Board and/or L. A. County, etc. regarding NPDES issues such as **Notice of Violation**, etc., if applicable. (\$5,000)

**Task 9:** Prepare Written **Docs & Updates.** (\$10,000)

**Total for Task 1 through Task 9 for FY 2019/20 – FY 2021/22 Compliance Period**  
**\$85,000.00 yearly**

As further detailed in the Consultant's "**Proposal for National Pollutant Discharge Elimination System Systems**" dated February 14, 2019, which is incorporated herein.

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 to be performed pursuant to this Agreement.

**John L. Hunter, P.E., Principal** 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 Notification to Proceed from the City and continue in a diligent and professional manner until the services to be rendered are complete by or before June 30, 2022.

Consultant will generally adhere to deliverable timelines set forth by the City or otherwise agreed to by the parties 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 the 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 "**Proposal**" dated February 14, 2019 and specified in **Section 1**, above. 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.

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

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

As full and complete compensation for performance of all the services 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 **Eighty Five Thousand Dollars (\$85,000.00)** for each year of the MS4 Permit Compliance Period during Fiscal Year 2019-20 (from Notification to Proceed) – June 30, 2022. Should the parties agreed to exercise one or more of the authorized contract term extension options, Consultant agrees to accept a not-to-exceed maximum sum of **Eighty Seven Thousand Five Hundred Fifty Dollars (\$87,550.00)** for each optional term extension exercised.

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, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), 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 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, joint venture or partner 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. Consultant will not be eligible for any employee benefits, nor will City make deductions from any amounts payable to Consultant of taxes or insurance. All payroll and employment taxes, insurance, and benefits shall be the sole responsibility of Consultant. Consultant retains the right to provide services for others during the term of this Agreement.

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

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

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

*[Supply exceptions on separate page]*

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

*[Attach separate page]*

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

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

\_\_\_\_\_  
**John L. Hunter, P.E., Principal-in-Charge**

\_\_\_\_\_  
**(Date)**

**20. 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.

**21. 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.

**22. Waivers.** The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term,

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

**23. 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 each respective Party to the terms and conditions of this Agreement.

**24. 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.

**25. Amendments.** This Agreement may be modified or amended only by 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.

**26. 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.

**27. 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.

**28. 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:**

**John L. Hunter & Associates  
6131 Orangethorpe Avenue, Suite 300  
Buena Park, California 90620  
Attn: John L. Hunter, Principal  
(562) 802-7880 – ext. 225  
(562) 802-2297 – fax  
jhunter@jlha.net**

**To City:**

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

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

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

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

**JOHN L. HUNTER AND ASSOCIATES  
CONSULTANT**

Dated: \_\_\_\_\_

By \_\_\_\_\_  
John L. Hunter, P.E., Principal

**CITY OF COMPTON  
Recommended for Approval:**

By \_\_\_\_\_  
Wendell Johnson, P.E., Director  
Public Works Department

Dated: \_\_\_\_\_

Approved by:

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Craig J. Cornwell, City Manager

Approved as to form:

By \_\_\_\_\_  
Damon M. Brown, City Attorney

Dated: \_\_\_\_\_

**ATTEST:**

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Alita Godwin, City Clerk

**September 17, 2019**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

**FROM: PARKS AND RECREATION DIRECTOR**

**RE: ACTION ITEM – REQUEST FOR CITY COUNCIL RATIFICATION TO  
WAIVE FACILITY FEES FOR USE OF DOLLARHIDE COMMUNITY  
CENTER FOR BARBARA YOUNG REPASS HELD ON AUGUST 30, 2019  
(\$500.00)**

The Parks and Recreation Department (“Department”) received a request to utilize the Dollarhide Community Center Banquet Room on Friday, August 30, 2019, from 1:30 P.M. to 5:30 P.M. for the repass of Barbara Young. The request for fee waiver was presented to staff on Tuesday, August 27, 2019, while the City Council was adjourned for the August break.

Barbara Young was a long time Compton resident residing at 613 N Evers Street Compton, CA 90220. She received her post education A.A. degree from Compton Community College and had long career as a psycho technologist. In her retirement, she was a dedicated and valued participant at the Dollarhide Community Center where she served as a volunteer to assist in coordinating and decorating for Senior Special Programs and during the daily nutrition program.

The family of Barbara Young requested the use of the Dollarhide Community Center for holding the repass for Barbara Young, and is seeking a waiver of facility use fees; however, City policy does not give authorization for staff to waive fees for use of City-owned facilities for non-City related activities or business; thus, City Council ratification is required.

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

| <b>DEPARTMENT</b>                                                   | <b>COSTS</b>    |
|---------------------------------------------------------------------|-----------------|
| <b>Facility Fees</b><br>\$125 per hour x 4 hours =\$500             | \$500.00        |
| <b>General Services</b><br>2 Staff x \$35 an hour x 6 hours = \$420 | \$420.00        |
| <b>Total</b>                                                        | <b>\$920.00</b> |

**Action Item – Request for Facility Use Fee Waiver  
Dollarhide Community Center (August 30, 2019)  
Barbara Young Repass  
September 17, page 2**

As in the case of previous requests, City Council has the option of waiving the facility costs only of \$500.00 for the event. Staff costs for this event, assuming City Council waives the facility fee, would be \$420.00 and will be directed to be paid by Barbara Young's family representative.

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

**APPROVED FOR FORWARDING:**

**CRAIG J. CORNWELL  
CITY MANAGER**

**September 17, 2019**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

**FROM: CITY ATTORNEY**

**RE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
COMPTON AMENDING SECTION 4-11 (PURCHASING  
SYSTEM) OF CHAPTER IV OF THE COMPTON MUNICIPAL  
CODE**

**SUMMARY**

The City Council will consider adopting an ordinance that will amend Chapter 4 of the Compton Municipal Code by amending Section 4-11 ("Purchasing System") in its entirety, which will; in addition to renumbering some of the current subsections; update the procurement and purchasing procedures for purchases of or contracting for supplies, materials, equipment and services not addressed by Section 1409 (i.e. public work contracts) of the Compton City Charter.

**BACKGROUND**

In general, the goals of laws regulating competitive bidding are to guard against favoritism, extravagance, fraud and corruption; to prevent the waste of public funds; and, to obtain the best economic result for the public.

Article XIV of the Compton City Charter seemingly provides a complete scheme for the awarding of public works contracts and the purchasing of supplies, materials and equipment, in that:

- Section 1409 of the Charter addresses the letting of public works contracts by requiring that "... contracts involving an expenditure of more than Twenty Five Thousand (\$25,000.00) Dollars for the construction or improvement (excluding maintenance and repair) of public buildings, works, streets, drains, sewers, utilities, parks and playgrounds shall be let to the lowest responsible bidder after notice by publication in the official newspaper by one or more insertions, the first of which shall be at least ten days before the time for opening bids."
- Charter Section 1410 calls for the City Manager to recommend and the City Council consider and adopt by ordinance, rules and regulations governing the contracting for, purchasing of, storing, distribution or disposal of all supplies, materials and equipment required by any office, department or agency of the City government.

- Section 1411 of the Charter requires competitive bidding before making purchasing of or contracting for supplies, materials or equipment under such rules and regulations and with such exceptions as the City Council may prescribe in the ordinance setting up such rules and regulations, including giving local merchants preference when quality and prices are equal.

Presumably, and in compliance with the provisions of Sections 1410 and 1411 of the Charter, the City Council adopted an ordinance, codified as Section 4-11 of the Compton Municipal Code, which established a purchasing system for the City of Compton.

### **STATEMENT OF ISSUE**

The current provisions of Section 4-11, as pertains to purchasing and procurement were adopted decades ago and in need of revision and updating. The provisions of the proposed ordinance will establish a clear and concise procurement and purchasing procedure for purchases of or contracting for supplies, materials, equipment and services not addressed by or applicable to the requirements of Section 1409 of the Charter.

Highlights of the proposed amended ordinance include:

1. Competitive Bidding Requirements:
  - a. (Informal Bids) – for purchases estimated between \$10,000 and \$25,000, solicitation of at least 3 quotes, purchases of or contract for supplies, materials, equipment or services from lowest responsive and responsible bidder.
  - b. (Formal Bids) – for purchases estimated greater than \$25,000, notice inviting bids published in local newspaper, purchase of or contract for supplies, materials, equipment or services from lowest responsive and responsible bidder, Council authorized to accept or reject bid(s).
2. Criteria, in addition to price, to be considered in determining the lowest responsible bidder.
3. Procurements that are exempt from competitive bidding requirements above:

- a. Emergency deemed to exist and determined that supplies, materials, equipment or services involving public health, safety or welfare would be interrupted. Council ratification required.
- b. Inadequate or non-existent competition available.
- c. Purchases of or contracts for supplies, materials, equipment or services from other governmental or quasi-governmental entities.
- d. Contracts for professional services.

**FISCAL IMPACT**

None anticipated.

**RECOMMENDATION**

It is recommended that the Council adopt the attached Ordinance.

**DAMON M. BROWN  
CITY ATTORNEY**

**APPROVED FOR FORWARDING:**

**CRAIG J. CORNWELL  
CITY MANAGER**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON  
AMENDING SECTION 4-11 (PURCHASING SYSTEM) OF CHAPTER IV OF  
THE COMPTON MUNICIPAL CODE**

**WHEREAS**, in general, the goals of laws regulating competitive bidding are to guard against favoritism, extravagance, fraud and corruption; to prevent the waste of public funds; and, to obtain the best economic result for the public; and

**WHEREAS**, Article XIV of the Compton City Charter seemingly provides a complete scheme for the awarding of public works contracts and the purchasing of supplies, materials and equipment, in that:

- Section 1409 of the Charter addresses the letting of public works contracts by requiring that "... contracts involving an expenditure of more than Twenty Five Thousand (\$25,000.00) Dollars for the construction or improvement (excluding maintenance and repair) of public buildings, works, streets, drains, sewers, utilities, parks and playgrounds shall be let to the lowest responsible bidder after notice by publication in the official newspaper by one or more insertions, the first of which shall be at least ten days before the time for opening bids"; and

- Charter Section 1410 calls for the City Manager to recommend and the City Council consider and adopt by ordinance, rules and regulations governing the contracting for, purchasing of, storing, distribution or disposal of all supplies, materials and equipment required by any office, department or agency of the City government; and

- Section 1411 of the Charter requires competitive bidding before making purchasing of or contracting for supplies, materials or equipment under such rules and regulations and with such exceptions as the City Council may prescribe in the ordinance setting up such rules and regulations, including giving local merchants preference when quality and prices are equal; and

**WHEREAS**, presumably, and in compliance with the provisions of Sections 1410 and 1411 of the Charter, the City Council adopted an ordinance, codified as Section 4-11 of the Compton Municipal Code, which established a purchasing system for the City of Compton; and

**WHEREAS**, the current provisions of Section 4-11, as pertains to purchasing and procurement are in need of revision and updating; and

**WHEREAS**, the provisions of this ordinance will establish a clear and concise procurement and purchasing procedures for purchase of or contracting for supplies, materials, equipment and services not addressed by or applicable to the requirements of Section 1409 of the Charter.

**THE CITY COUNCIL OF THE CITY OF COMPTON DOES HEREBY ORDAIN AS FOLLOWS:**

**Section 1.** That Section 4-11 (Purchasing System) of Chapter IV of the Compton Municipal Code is hereby amended in its entirety to read as follows:

**4-11 PURCHASING AND PROCUREMENT SYSTEM; STORAGE AND SALE  
OF CITY PERSONAL PROPERTY.**

**4-11.1 Purchase Orders.** All purchases made on behalf of the City shall be by purchase order only issued by the City Manager.

**4-11.2 City Controller.** No purchase order shall be issued by the City Manager except upon a requisition upon which the City Controller shall endorse that there exists an unencumbered appropriation in the fund account against which such purchase is to be charged.

**4-11.3      Budget Record.** The City Controller shall maintain a budget record reflecting at all times the unencumbered appropriation account balances and encumbrances as shown by unfilled outstanding purchase orders.

**4-11.4      Competitive Bids.**

**a. Informal Bids.** Except as otherwise provided in this section, Section 1409 of the City Charter, state or federal law, the purchase of or contract for supplies, materials, equipment or services having an estimated value between ten thousand dollars (\$10,000) and twenty-five thousand dollars (\$25,000) shall be made from the lowest responsive and responsible bidder pursuant to the procedure set forth below:

**1.** At least three (3) vendors shall be solicited to submit bids. This solicitation requirement may be met if price quotations have been sought through prices listed on a vendor's Internet website, provided that the City Manager or his/her authorized designee reviews and approves such pricing. The names of the vendors submitting bids and/or vendors whose prices were obtained on the vendor's website, their respective local addresses, if any, principal place(s) of business and the date and amount of each bid and/or website price(s), shall be recorded and maintained as a public record.

**2.** Bids and/or website price(s) shall be submitted to the soliciting department's Manager or his/her authorized designee, who shall specify the time, place and manner in which bids are to be submitted.

**b. Formal Bids.** Except as otherwise provided in this section, Section 1409 of the City Charter, state or federal law, the purchase of or contract for supplies, materials, equipment or services having an estimated value greater than twenty five thousand dollars (\$25,000) shall be made from the lowest responsive and responsible bidder pursuant to the procedure set forth below:

**1.** Notices inviting bids shall include a general description of the supplies, materials, equipment or services to be purchased, shall state where bid blanks and specifications may be secured, and the time and place for opening bids. Notices inviting bids shall be published at least ten (10) days before the date of the opening of the bids. Notices shall be published at least once in a newspaper of general circulation, printed and published in the City, or if there is none, shall be posted in at least three (3) places in the City that have been designated by ordinance as the place for posting public notices. The soliciting department's Manager or his/her authorized designee shall also solicit bids from responsible prospective suppliers whose names are on the bidders' list or who have made a written request that their names be added to the bidders' list.

**2.** When deemed appropriate or otherwise required by local, state and/or federal laws or regulations, bidder's security shall be prescribed in the notices inviting bids. The bid security shall be returned to bidders; provided however, that a successful bidder shall forfeit its bid security upon failure to execute the purchase contract within ten (10) days after mailing of the notice of award of the contract.

**3.** When deemed appropriate or otherwise required by local, state and/or federal laws or regulations, performance and/or payment bond(s) shall be required as a condition to the award of a contract. If a performance and/or payment bond is required, the form and amount of the bond shall be described in the bid invitation notice.

4. The City Council shall have the right to accept any bid or portion of bid which it deems to be for the best interests of the City; provided, however, the City Council may reject any and all bids and in its discretion re-advertise for bids or, if appropriate order the purchase made on the open market.

**4-11.5      Lowest Responsible Bidder.**

a. In addition to price, in determining the lowest responsible bidder, consideration shall be given to the quality and performance of the supplies to be purchased or services by the vendor. The criteria for determining the low bid shall include, but not be limited to the following:

1. The ability, capacity, and skill of the bidder to perform the contract or provide the supplies or services required.

2. The ability of the bidder to provide the supplies or services promptly, or within the time specified, without delay or interference.

3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.

4. The quality of the bidder's performance on previous purchases or contracts with the City.

5. The ability of the bidder to provide future maintenance, repair parts, and services for the use of the supplies or equipment purchased.

6. Current compliance by the bidder with Federal acts and executive orders and State statutes governing the subject of nondiscrimination in employment; provided, however, the City Manager shall recognize as proof of noncompliance only the final decisions and orders of those Federal and State agencies empowered under the law to make such findings.

7. Certification by the bidder that the bidder shall pursue an affirmative course of action as required by the affirmative action guidelines adopted by the City Council reasonably pertaining to the work of the contract and to the nature and size of the bidder's work force to ensure that applicants are sought and employed, and that employees are treated during employment, without regard to their race, color, national origin or ancestry, or religion. Such specific guidelines will be adopted by Council resolution from time to time, identifying the nature and scope of the affirmative action desired by the City. Such guidelines shall be made available to all persons desiring to bid on City business.

8. Each bidder shall enclose with its bid a certificate stating Whether the bidder is currently in compliance with all Federal and State laws covering nondiscrimination in employment, and that the bidder will pursue an affirmative course of action as required by the affirmative action guidelines provided for in subsection (f) above of this section, and resolutions adopted pursuant thereto, and that, if awarded the contract, it will not discriminate in the employment of any person under the contract because of the race, color, national origin or ancestry, or religion of such person, and that the bidder will participate, if requested, in a pre-award review of his/her/its qualifications under the provisions of this section.

b. Pursuant to Section 1411 of the Charter, and in accordance with applicable state or federal law, when making purchases for the City, local merchants shall be given the preference, quality and price being equal.

**4-11.6      Penalties for Violations of Discrimination and Affirmative Action Provisions.**

a. Any contractor who shall be found in violation of the nondiscrimination provisions of the Fair Employment Practices Act of the State, or similar provisions of Federal law, or executive order in the performance of any contract with the City thereby shall be found to be in material breach of such contract, and thereupon the City shall have the power to cancel, terminate or suspend the contract, in whole or in part, or to deduct from the amount payable to such contractor the sum of twenty-five (\$25.00) dollars for each person for each calendar day during which such person was discriminated against as damages for the breach of contract, or both. Only a finding of the Fair Employment Practices Commission of the State or the equivalent Federal agency or officer shall constitute evidence of a violation of contract pursuant to the provisions of this section.

b. Any contractor who shall be found by the City to be in violation of the agreement to pursue an affirmative course of action or in violation of any provisions of the affirmative action guidelines pertaining to the contract shall be found in material breach of such contract, and thereupon the City shall have the power to cancel, terminate or suspend the contract, in whole or in part, or to deduct from the amount payable to such contractor the sum of two hundred fifty (\$250.00) dollars for each calendar day during which the contractor is found to have been in noncompliance as damages for said breach of contract, or both.

**4-11.7      Exceptions to Competitive Bidding Requirements.**

Except as otherwise provided in Section 1409 of the City Charter, state or federal law, the competitive bidding requirements of this section shall not apply in the following circumstances:

a. Where an emergency is deemed to exist and it is determined that supplies, materials, equipment or services involving the public health, safety or welfare would be interrupted if the normal procedures were followed, provided that all emergency purchases which would otherwise require bidding procedures made pursuant to this section shall be submitted to the Council for ratification, if required, at the next regular Council meeting after the purchase and/or services are authorized.

b. Where competition is determined to be inadequate or non-existent; such as membership in professional organizations, attendance at meetings or conventions, travel, and when it is determined that only one (1) vendor is qualified to do the work or provide the product. Use of this exception shall be justified and documented.

c. The purchase of or contract for supplies, materials, equipment or services entered into with another governmental or quasi-governmental entity.

d. Any contract for professional services; such as, but not limited to attorneys, physicians, architects, engineers, consultants, accountants, specialized printers or other individuals or organizations possessing a high degree of professional, unique, specialized or technical skill or expertise. Selection of professional services providers shall be on the basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required at a fair and reasonable price.

**4-11.8      Payment of Prevailing Wages Required for Public Works Projects.**

a. Except as otherwise provided in this section, the general rate of per diem wages, as set forth in Labor Code Section 1770, et seq., or any successor provision thereto ("prevailing wages"), shall be paid on all City public works projects. As

used in this section, the term 'public works' shall have the same meaning and shall refer to the same term as used in Labor Code Section 1782. All notices inviting bids for such public works projects shall incorporate and provide notification of the provisions of this section. Nothing in the City Charter, including Section 1409, shall affect the provisions of this section.

b. In accordance with the provisions of Labor Code Section 1782, the requirement to pay prevailing wages, as set forth above in this section, does not apply to the following:

1. A contract of \$25,000 or less when the contract is for construction work;
2. A contract of \$15,000 or less when the contract is for alteration, demolition, repair, or maintenance work; or
3. A public works contract that was advertised or awarded prior to January 1, 2015.

**4-11.9 Storage of Materials.** The City Manager shall provide proper facilities for the storage of all materials, supplies, equipment and other personal property owned by the City. No such materials, supplies, equipment or other personal property shall be withdrawn except upon requisition as required by the City Controller.

**4-11.10 Sale of City Personal Property.** Whenever the City has any materials, supplies, equipment or other personal property which it no longer needs for municipal purposes, or which has become unfit for use for municipal purposes, the City Manager shall provide for the sale, donation or destruction of such materials, supplies, equipment or other personal property by such means as he or she shall find most advantageous to the City. In the event such materials, supplies, equipment or other personal property has a sale value of more than five hundred dollars (\$500.00), the City Manager shall obtain the consent and approval of the City Council before authorizing the sale, donation or disposal thereof.

**Section 2.** That if any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

**Section 3.** That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect thirty (30) days after the date of its final passage and adoption by the City Council.

**Section 4.** That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause same to be published as required by law.

**ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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**MAYOR OF THE CITY OF COMPTON**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK OF THE CITY OF COMPTON**

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

I, Alita Godwin, City Clerk of the City of Compton, do hereby certify that the foregoing Ordinance 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 Ordinance 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**

Health and Safety Code. The audit shall be conducted by an independent auditor selected by the District as provided in Section 44244 of the Health and Safety Code. (Ord. #1862, § 3)

#### 4-5—4-10 RESERVED.

### ARTICLE 2: PURCHASING

#### 4-11 PURCHASING SYSTEM.<sup>1</sup>

**4-11.1 Purchase Orders.** All purchases made on behalf of the City shall be by purchase order only issued by the City Manager. (Ord. #856, § 2600; Ord. #1862, § 2)

**4-11.2 City Controller.** No purchase order shall be issued by the City Manager except upon a requisition upon which the City Controller shall endorse that there exists an unencumbered appropriation in the fund account against which such purchase is to be charged. (Ord. #856, § 2601; Ord. #1862, § 2)

**4-11.3 Budget Record.** The City Controller shall maintain a budget record reflecting at all times the unencumbered appropriation account balances and encumbrances as shown by unfilled outstanding purchase orders. (Ord. #856, § 2602; Ord. #1862, § 2)

**4-11.4 Competitive Bids.** In all cases where the purchase or contract amount exceeds five thousand (\$5,000.00) dollars, the provisions of subsections ~~4-2.6~~ and ~~4-2.7~~ shall apply. The performance of any contract for an amount in excess of five thousand (\$5,000.00) dollars shall be subject to the penalties set forth in sub-

sections 4-11.10 and 4-11.11. (Ord. #856, § 2603; Ord. #986; Ord. #1862, § 2)

**4-11.5 Acceptance of Bids.** The Council shall have the right to accept any bid or portion of bid which it deems to be for the best interests of the City; provided, however, the Council may reject any and all bids and in its discretion re-advertise for bids or order the purchase made on the open market. (Ord. #856, § 2604; Ord. #1862, § 2)

**4-11.6 Storage of Materials.** The City Manager shall provide proper facilities for the storing of all materials, supplies, equipment, and other personal property owned by the City. No such materials, supplies, equipment, or other personal property shall be withdrawn except upon requisition as required by the City Controller. (Ord. #856, § 2605; Ord. #1862, § 2)

**4-11.7 Sale of Personal Property.** Whenever the City has any materials, supplies, equipment, or other personal property which it no longer needs for municipal purposes, or which has become unfit for use for municipal purposes, the City Manager shall provide for the sale of such materials, supplies, equipment, or other personal property by such means as he shall find most advantageous to the City. In the event such materials, supplies, equipment, or other personal property has a sale value of more than five hundred (\$500.00) dollars, the City Manager shall obtain the consent and approval of the Council before offering the same for sale. (Ord. #856, § 2606; Ord. #1862, § 2)

**4-11.8 Lowest Responsible Bidder.** In addition to price, in determining the lowest responsible bidder consideration will be given to the quality and performance of the supplies to be purchased or services by the seller. The criteria for determining the low bid shall include, but not be limited to, the following:

<sup>1</sup>Editor's Note: For statutory provisions governing purchase of supplies and equipment, see Gov. Code § 54201 et seq.

a. The ability, capacity, and skill of the bidder to perform the contract or provide the supplies or services required;

b. The ability of the bidder to provide the supplies or services promptly, or within the time specified, without delay or interference;

c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;

d. The quality of the bidder's performance on previous purchases or contracts with the City;

e. The ability of the bidder to provide future maintenance, repair parts, and services for the use of the supplies purchased;

f. Current compliance by the bidder with Federal acts and executive orders and State statutes governing the subject of nondiscrimination in employment; provided, however, the City Manager shall recognize as proof of non-compliance only the final decisions and orders of those Federal and State agencies empowered under the law to make such findings; and

g. Certification by the bidder that he will pursue an affirmative course of action as required by the affirmative action guidelines provided for in this subsection reasonably pertaining to the work of the contract and to the nature and size of his work force to ensure that applicants are sought and employed, and that employees are treated during employment, without regard to their race, color, national origin or ancestry, or religion.

Such specific guidelines will be adopted by Council resolution from time to time, identifying the nature and scope of the affirmative action desired by the City. Such guidelines shall be made available to all persons desiring to bid on City business.

(Added by Ord. #1351, § 2607; amended by Ord. #1862, § 2)

#### **4-11.9 Certificates of Nondiscrimination.**

Each bidder shall enclose with his bid a certificate stating whether he is currently in compliance with all Federal and State laws covering nondiscrimination in employment, and that he will pursue an affirmative course of action as required by the affirmative action guidelines provided for in subsection 4-11.8, and resolutions adopted pursuant thereto, and that, if awarded the contract, he will not discriminate in the employment of any person under the contract because of the race, color, national origin or ancestry, or religion of such person, and that he will participate, if requested, in a pre-award review of his qualifications under the provisions of this section. (Added by Ord. #1351, § 2608; amended by Ord. #1862, § 2)

#### **4-11.10 Penalties for Discrimination in Employment.**

Any contractor who shall be found in violation of the nondiscrimination provisions of the Fair Employment Practices Act of the State, or similar provisions of Federal law, or executive order in the performance of any contract with the City thereby shall be found to be in material breach of such contract, and thereupon the City shall have the power to cancel or suspend the contract, in whole or in part, or to deduct from the amount payable to such contractor the sum of twenty-five (\$25.00) dollars for each person for each calendar day during which such person was discriminated against as damages for the breach of contract, or both. Only a finding of the Fair Employment Practices Commission of the State or the equivalent Federal agency or officer shall constitute evidence of a violation of contract pursuant to the provisions of this section. (Added by Ord. #1351, § 2609; amended by Ord. #1862, § 2)

#### **4-11.11 Penalties for Violations of Affirmative Action Provisions.**

Any contractor who shall be found by the City Manager to be in violation of his agreement to pursue an affirmative course of action or in violation of any provisions of the affirmative action guidelines pertaining to his contract shall be found in material breach of such contract, and thereupon the City shall have the power to cancel or suspend the contract, in whole or in part, or to deduct from the amount payable to such contractor the sum of two hundred fifty (\$250.00) dollars for each calendar day during which the contractor is found to have been in noncompliance as damages for said breach of contract, or both. (Added by Ord. #1351, § 2610; amended by Ord. #1862, § 2)

#### **4-11.12 Payment of Prevailing Wages Required for Public Works Projects.**

Except as otherwise provided in this section, the general rate of per diem wages, as set forth in Labor Code Section 1770, et seq., or any successor provision thereto ("prevailing wages"), shall be paid on all City public works projects. As used in this section, the term 'public works' shall have the same meaning and shall refer to the same term as used in Labor Code Section 1782. All notices inviting bids for such public works projects shall incorporate and provide notification of the provisions of this section. Nothing in the City Charter, including Section 1409, shall affect the provisions of this section.

a. Exceptions. In accordance with the provisions of Labor Code Section 1782, the requirement to pay prevailing wages, as set forth above in this section, does not apply to the following: (a) a contract of \$25,000 or less when the contract is for construction work; or (b) a contract of \$15,000 or less when the contract is for alteration, demolition, repair, or maintenance work; or (c) a public works contract that was advertised or awarded prior to January 1, 2015. (Ord. #2267)

#### **4-12 CONTRACTS; CONTENTS; AFFIRMATIVE ACTION PROGRAM.**

##### **4-12.1 Contracts; City Council Authorization, Execution Requirements.**

a. The City shall not be and is not bound by any contract, except as otherwise provided herein, unless the same is made in writing, by order or authorization of the City Council and signed by the City Manager or by another officer authorized to do so by the City Council. Pursuant to Section 702 of the Compton City Charter, the approval of the form of the contract by the City Attorney shall be endorsed thereon before the same shall be signed on behalf of the City by the City Manager and attested to by the City Clerk. The City Council, by ordinance or resolution duly adopted, may authorize the City Manager to bind the City by written contract or purchase order without previous specific action of the City Council for the acquisition of equipment, materials, supplies, labor, services or other items included within the budget approved by the City Council and may impose a monetary limit upon such authority.

b. Legislative actions of the City Council awarding a contract shall not constitute a contract. No contract shall be binding or of any force or effect until approved by the City Attorney pursuant to Section 702 of the City Charter and signed by the City Manager.

c. The requirements for City Council approval specified in paragraph a., above shall apply to all expenditures, extensions, amendments or renewals of an existing or expired contract or term agreement whenever the aggregated expenditures under the original contract or term agreement, or extensions, renewals or amendments exceed (1) the City Manager's contract approval limit, or (2) the total contract amount approved by the City Council for such extension, amendment or renewal in a City resolution.

September 10, 2019

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

**FROM: BRIAN A. DICKENSON, GENERAL MANAGER  
WATER DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A  
PURCHASE ORDER TO THE WATER REPLENISHMENT  
DISTRICT OF SOUTHERN CALIFORNIA FOR \$2,500,000 FOR  
GROUNDWATER PRODUCTION ASSESSMENT FEES FOR THE  
2019-2020 FISCAL YEAR**

### **SUMMARY**

This resolution authorizes the City Manager to issue a purchase order to the Water Replenishment District Southern California for groundwater replenishment assessment fees for FY 2019-20.

### **BACKGROUND**

The City of Compton Water Utility Division provides for the City's water needs through two sources, groundwater production, and water purchased from the Metropolitan Water District of Southern California (MWD).

### **STATEMENT OF THE ISSUE**

The groundwater basin is managed by the Water Replenishment District (WRD). WRD purchases imported and highly-treated recycled water, and adds this to captured storm water to recharge the groundwater supply. WRD manages the groundwater basin and insures that the groundwater supply is properly recharged back into the basin. Groundwater pumped by municipal water utilities, water companies, and others are imposed a Replenishment Assessment (RA) by WRD for basin recharge purposes. The funds generated from the RA cover the cost of water purchased to replenish the two largest and most utilized groundwater basins in Southern California.

### **ALTERNATIVE**

None

### **FINANCIAL IMPACT**

The estimated annual cost for FY 2019-20 groundwater production is approximately \$2,500,000.00 (Two Million, Five Hundred Dollars). The Water Utility Division requests the issuance of a purchase order to WRD in the amount of \$2,500,000.00 (Two Million, Five Hundred Dollars).

Account No. 5000-850-000-4251 (WRD-Water Purchase) was allocated \$2,500,000.00 (Two Million, Five Hundred Dollars). After this deduction the balance will be a zero.

### **RECOMMENDATION**

It is staff recommendation that the Mayor and City Council approve this Resolution authorizing the City Manager to issue a purchase order in the amount of Two Million, Five Hundred Dollars (\$2,500,000.00) to WRD.

**BRIAN A. DICKINSON**  
**WATER MANAGER**

**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 ISSUE A PURCHASE ORDER TO  
THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA  
(WRD) FOR \$2,500,000 FOR GROUNDWATER PRODUCTION ASSESSMENT  
FEES FOR THE 2019-2020 FISCAL YEAR**

**WHEREAS**, the City of Compton Municipal Water Department (CMWD) provides for the City's water needs through two sources: groundwater pumping wells from the Water Replenishment District of Southern California (WRD) and imported water purchases from the Metropolitan Water District of Southern California (MWD); and

**WHEREAS**, the CMWD delivers a total of approximately 8,000 acre-feet of water on an annual basis; and

**WHEREAS**, water delivery is provided through City groundwater pumping rights (5,780 acre-feet) and a combination of lease-in groundwater pumping rights and MWD imported water (as needed) to make up the 2,220 acre-feet needed for the total delivery amount; and

**WHEREAS**, the groundwater basin is monitored and managed by WRD who purchases imported and highly-treated recycled water and adds this to captured storm water to replenish the groundwater supply; and

**WHEREAS**, groundwater pumped by municipal water utilities, water companies and others are imposed a Replenishment Assessment (RA) by WRD for basin recharge purposes; and

**WHEREAS**, it is estimated that the assessment fees for pumping water from the basin for fiscal year 2019-2020 will be Two Million, Five Hundred Dollars (\$2,500,000); and

**WHEREAS**, funds are available in the Water Utility Division 2019-2020 fiscal year budget in account No. 5000-850-000-4251 (WRD – Water Purchase)..

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON RESOLVES  
AS FOLLOWS:**

**Section 1.** That the City Manager is authorized to issue a purchase order to the Water Replenishment District of Southern California in the amount of in the amount of Two Million, Five Hundred Dollars (\$2,500,000).

**Section 2.** That \$2,500,000 was allocated and is available in the Water Department 2019-2020 Fiscal Year budget in Account No. 5000-850-000-4251 and the balance of this account will be zero after this deduction.

**Section 3.** 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 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 the regular meeting thereof held on the \_\_\_\_ day of \_\_\_\_\_, 2019

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

|                 |                         |
|-----------------|-------------------------|
| <b>AYES:</b>    | <b>COUNCIL MEMBERS-</b> |
| <b>NOES:</b>    | <b>COUNCIL MEMBERS-</b> |
| <b>ABSENT:</b>  | <b>COUNCIL MEMBERS-</b> |
| <b>ABSTAIN:</b> | <b>COUNCIL MEMBERS-</b> |

\_\_\_\_\_  
CITY CLERK OF THE CITY OF COMPTON

**September 17, 2019**

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

**FROM: PUBLIC WORKS DIRECTOR**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE 2019-2020 FISCAL YEAR BUDGET TO AUTHORIZE THE TRANSFERS OF FUNDS INTO AND BETWEEN ACCOUNTS WITHIN THE PUBLIC WORKS DEPARTMENT BUDGET**

### **SUMMARY**

This Resolution is approving an amendment to the Public Works Department 2019-2020 Fiscal Year budget to authorize the transferring of \$1,537,578 between accounts.

### **BACKGROUND**

The Public Works is responsible for the development, planning and implementation of the Capital Improvement Program projects for the operation and maintenance of the City's infrastructure. To achieve these goals, the department provides administration, planning, engineering, and project management/inspection services.

On June 25, 2019, the City Council adopted the 2019-2020 Fiscal Year budget for the Public Works Department. Recently, staff reviewed the 2019-2020 Fiscal Year budget and identified funding that was previously approved by the City Council in Fiscal Year 2018-2019 that was not identified in the appropriate object code in the Fiscal Year 2019-2020 budget. This appropriation is necessary to fund the department's identified street projects.

### **STATEMENT OF THE ISSUE**

Therefore, in order to approve a budget amendment to the Public Works Department 2019-2020 Fiscal Year budget to authorize the transferring of \$1,537,578 between accounts, City Council's authorization is necessary.

### **FISCAL IMPACT**

Staff is requesting the following budget amendments to transfer funds between accounts within the Public Works Department 2019-2020 Fiscal Year budget as follows:

| <u>From</u>       | <u>To</u>         | <u>Description</u>   | <u>Amount</u>      |
|-------------------|-------------------|----------------------|--------------------|
| 2300-710-000-4269 | 2300-710-000-4266 | Contract Svcs.       | \$1,062,820        |
| 1520-710-0MR-4300 | 1520-710-0MR-4269 | Other Contract Svcs. | \$ 474,758         |
|                   |                   | <b>Total</b>         | <b>\$1,537,578</b> |

### **ALTERNATIVE**

No other alternative is being requested.

### **RECOMMENDATION**

Staff recommends that the City Council adopt the attached Resolution.

**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  
APPROVING AN AMENDMENT TO THE 2019-2020 FISCAL YEAR BUDGET  
TO AUTHORIZE THE TRANSFERS OF FUNDS INTO AND BETWEEN  
ACCOUNTS WITHIN THE PUBLIC WORKS DEPARTMENT BUDGET**

**WHEREAS**, the Public Works Department is responsible for the development, planning and implementation of the Capital Improvement Program projects for the operation and maintenance of the City's infrastructure; and

**WHEREAS**, to achieve these goals, the department provides administration, planning, engineering, and project management/inspection services; and

**WHEREAS**, on June 25, 2019, the City Council adopted the 2019-2020 fiscal year budget for the Public Works Department; and

**WHEREAS**, staff recently reviewed the 2019-2020 Fiscal Year budget and identified funding that was previously approved by the City Council in Fiscal Year 2018-2019 that was not identified in the appropriate object code in the Fiscal Year 2019-2020 budget; and

**WHEREAS**, this appropriation is necessary to fund the department's identified street projects; and

**WHEREAS**, staff is requesting the following budget amendments to transfer funds between accounts within the Public Works Department 2019-2020 Fiscal Year budget as follows:

| <u>From</u>       | <u>To</u>         | <u>Description</u>   | <u>Amount</u>      |
|-------------------|-------------------|----------------------|--------------------|
| 2300-710-000-4269 | 2300-710-000-4266 | Contract Svcs.       | \$1,062,820        |
| 1520-710-0MR-4300 | 1520-710-0MR-4269 | Other Contract Svcs. | \$ 474,758         |
| <b>Total</b>      |                   |                      | <b>\$1,537,578</b> |

**WHEREAS**, in order to approve the budget amendment to the Public Works Department 2019-2020 Fiscal Year budget to authorize the transferring of \$1,537,578 between accounts, City Council's authorization is necessary

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

**SECTION 1.** That the Public Works 2019-2020 Fiscal Year budget is amended to transfer funds between accounts as follows:

| <u>From</u>       | <u>To</u>         | <u>Description</u>   | <u>Amount</u>      |
|-------------------|-------------------|----------------------|--------------------|
| 2300-710-000-4269 | 2300-710-000-4266 | Contract Svcs.       | \$1,062,820        |
| 1520-710-0MR-4300 | 1520-710-0MR-4269 | Other Contract Svcs. | \$ 474,758         |
| <b>Total</b>      |                   |                      | <b>\$1,537,578</b> |

**SECTION 2.** That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Public Works Department.

**SECTION 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 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

**September 17, 2019**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

**FROM: CITY CONTROLLER**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING A FIANCE ADHOC COMMITTEE AND SELECTING TWO MEMBERS OF COUNCIL TO SERVE ON THIS COMMITTEE FOR THE 2019-2020 FISCAL YEAR**

### **SUMMARY**

Adoption of this resolution will establish a Finance Ad Hoc Committee from two of the members of the City Council. On an annual basis, the council will appoint two members to serve on this committee for the ensuing fiscal year.

### **BACKGROUND**

On January 31, 2018, the City of Compton received a draft report the State Controller's Office (SCO) review of the City's administrative and internal accounting controls system for the fiscal years (FY) 2013-14, FY 2014-15 and FY 2015-16. As part of this report, the SCO referenced the Los Angeles County Civil Grand Jury's 2012 report that recommended charter cities within Los Angeles County establish formal audit committees.

During the course of the past year, Council has also indicated its interest in forming a Finance Ad Hoc Committee to review the City's financial statements, get regular updates on the status of the City's administrative and internal accounting controls system, updates on the Corrective Action Plan and to make the budget process more open and accountable.

### **STATEMENT OF THE ISSUE**

The Mayor and Councilmembers of City of Compton, in an effort to provide more oversight and transparency and to comply with the suggestions of the State Controller's Office wants to form an Ad Hoc Committee for the oversight of the City's finances and budget process.

The committee will consist of two (2) appointed members of the City Council, (inclusive of the Mayor), the City Controller, Financial Analyst, City Manager, and Assistant City Manager.

The Chair of this Ad Hoc Committee is selected by the group at the first meeting. The Chair must be a council member.

The City Controller will serve as the staff member liaison for the Ad Hoc Committee. The Staff Coordinator will be assigned by the City Controller and serves as staff to the committee, provides support as requested, which may include securing meeting space, development of agendas for Chair review and approval, development of meeting packets, and or taking notes as well as providing a report to the full City Council at the next available council meeting summarizing the committee's work.

The committee will meet monthly as needed, but in no case less frequently than quarterly. The committee is primarily tasked to review the monthly and quarterly financial reports, review proposed updates to financial policies and procedures, review the recommended mid-year budget amendments, discuss council goals and objectives as it relates to the city's overall financial status and an in-depth review of the proposed annual budget. Other needed items will be included in the agenda on an as needed basis.

#### **FISCAL IMPACT**

There is no fiscal impact of forming this Ad Hoc committee or selecting the council members who will serve on this committee.

#### **RECOMMENDATION**

It is the recommendation of staff that the City Council (1) authorize the formation of an Ad Hoc committee for Finance by adoption the attached Resolution, and (2) appoint two members of the Council to serve on the newly formed committee for the 2019-2020 fiscal year.

**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 ESTABLISHING  
A FINANCE ADHOC COMMITTEE AND SELECTING TWO MEMBERS OF COUNCIL TO  
SERVE ON THIS COMMITTEE FOR THE 2019-2020 FISCAL YEAR**

**WHEREAS**, On January 31, 2018, the City of Compton received a draft report the State Controller's Office (SCO) review of the City's administrative and internal accounting controls system for the fiscal years (FY) 2013-14, FY 2014-15 and FY 2015-16. As part of this report, the SCO referenced the Los Angeles County Civil Grand Jury's 2012 report that recommended charter cities within Los Angeles County establish formal audit committees; and

**WHEREAS**, during the course of the past year, Council has also indicated its interest in forming a Finance Ad Hoc Committee to review the City's financial statements, get regular updates on the status of the City's administrative and internal accounting controls system, updates on the Corrective Action Plan and to make the budget process more open and accountable; and

**WHEREAS**, the Mayor and Councilmembers of City of Compton, in an effort to provide more oversight and transparency and to comply with the suggestions of the State Controller's Office wants to form an Ad Hoc Committee for the oversight of the City's finances and budget process; and

**WHEREAS**, the committee will consist of two (2) appointed members of the City Council, (inclusive of the Mayor), the City Controller, Financial Analyst, City Manager, and the Assistant City Manager; and

**WHEREAS**, the Chair of this Ad Hoc Committee is selected by the group at the first meeting. The Chair must be a council member; and

**WHEREAS**, the City Controller will serve as the staff member liaison for the Ad Hoc Committee. The Staff Coordinator will be assigned by the City Controller and serves as staff to the committee, provides support as requested, which may include securing meeting space, development of agendas for Chair review and approval, development of meeting packets, and or taking notes as well as providing a report to the full City Council at the next available council meeting summarizing the committee's work; and

**WHEREAS**, the committee will meet monthly as needed, but in no case less frequently than quarterly. The committee is primarily tasked to review the monthly and quarterly financial reports, review proposed updates to financial policies and procedures, review the recommended mid-year budget amendments, discuss council goals and objectives as it relates to the city's overall financial status and an in-depth review of the proposed annual budget. Other needed items will be included in the agenda on an as needed basis.

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

**Section 1.** That the Mayor and Councilmembers of City of Compton authorize the formation of a Finance Ad Hoc Committee.

**Section 2.** That the Finance Ad Hoc Committee will consist of two (2) appointed members of the City Council (inclusive of the Mayor), the City Controller, Financial Analyst, City Manager, and Assistant City Manager.

**Section 3.** That the Council shall appoint \_\_\_\_\_ and \_\_\_\_\_, two (2) members of the Council to serve on the newly formed Finance Ad Hoc Committee

**Section 4.** That the Chair of this Ad Hoc Committee is selected by the group at the first meeting. The Chair must be a council member

**Section 5.** That the City Controller will serve as the staff member liaison for the Ad Hoc Committee. The Staff Coordinator will be assigned by the City Controller and serves as staff to the committee.

**Section 6.** That the committee will meet monthly as needed, but in no case less frequently than quarterly. The committee is primarily tasked to review the monthly and quarterly financial reports, review proposed updates to financial policies and procedures, review the recommended mid-year budget amendments, discuss council goals and objectives as it relates to the city's overall financial status and an in-depth review of the proposed annual budget. Other needed items will be included in the agenda on an as needed basis.

**Section 7.** That there is no fiscal impact of forming this Ad Hoc Committee.

**Section 8.** That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, and City Controller.

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

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
**MAYOR OF THE CITY OF COMPTON**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK OF THE CITY OF COMPTON**

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

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

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

|                 |                        |
|-----------------|------------------------|
| <b>AYES:</b>    | <b>COUNCILMEMBERS-</b> |
| <b>NOES:</b>    | <b>COUNCILMEMBERS-</b> |
| <b>ABSTAIN:</b> | <b>COUNCILMEMBERS-</b> |
| <b>ABSENT:</b>  | <b>COUNCILMEMBERS-</b> |

\_\_\_\_\_  
CITY CLERK OF THE CITY OF COMPTON

**September 17, 2019**

**TO: HONORABLE MAYOR AND COUNCIL MEMBERS**

**FROM: CITY CONTROLLER**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF COMPTON AND SUPERION, LLC FOR MAINTENANCE SUPPORT FOR THE CITY'S FINANCIAL INFORMATION SYSTEM (ONESOLUTION MODULE) (\$280,621.55)**

### **SUMMARY**

Adoption of this resolution will authorize the City Manager to enter into an agreement between the City of Compton and Superion, LLC for maintenance support of the City's financial information system (One Solution Module).

### **BACKGROUND**

The City uses the OneSolution module system to electronically record and maintain its financial accounting data. OneSolution is a proprietary application developed and maintained by Superion, LLC previously known as Sungard Public Sector.

Sungard Public Sector has provided the City with Maintenance support for OneSolution since the City purchased the application in 1997.

Since the execution of the last maintenance agreement in 2013 with Sungard Public Sector, the company has changed its corporate name to Superion, LLC. Also, the approved maintenance agreement ceased in 2018. In order to continue receiving maintenance support and keep our accounting software up-to-date, a new agreement needs to be executed.

### **STATEMENT OF THE ISSUE**

Superion is a leading software and information technology solutions provider that meets the specialized requirements of city and county governments, public safety and justice agencies, federal government and nonprofit agencies. Drawing upon many years of experience, the knowledge and expertise of Superion employees help communities that rely on our software every day serve over 175 million people. Superion is Powering the Public Experience.

Superior, LLC proposes to enter into a new 5-Year term beginning on August 1, 2019 through July 31, 2024. The Maintenance Agreement is to include the following services:

- General Ledger
- Accounts Payable / Encumbrances
- Accounts Receivables / Cash Receipts
- Check Management
- Person / Entity Database
- Fixed Assets
- Job Project Ledger
- Budget Item Detail
- Purchasing
- Image Enabler
- Click, Drag, & Drill (Report Writer)

In addition to the cost for the next 5 years, the City owes Superior, LLC for maintenance services provided during FY 18-19. The total amount owed for services already rendered is \$36,301.90.

As this is proprietary software and any cancellation of the maintenance agreement will void any warranties. The financial software is a vital part of the City's ability to record and produce financial records, track and monitor the budget, process requisitions, purchases orders and vendor payments, and housing over ten years of financial data. Changing the company that provides the maintenance services for the software means the City would need to purchase and implement a new software system costing in excess of a million dollars for a new ERP system. This expense is not feasible at this point in time, not only due to the actual monetary costs, but also the timeline of searching for a new company, going out to bid, getting a contract, software development and specifications unique to our City, implementation of an ERP system typically takes in excess of a year to complete, along with disrupting our current financial records process in light of the accounting system internal controls that are being addressed by staff in the corrective action plan.

### **FINANCIAL IMPACT**

The total cost for the proposed contract agreement is \$244,319.65. The total amount owed for services provided in prior year is \$36,301.90.

Funds for this expenditure will be appropriated in the Fiscal Years 2019-20, 2020-21, 2021-2022, 2022-2023, and 2023-2024 Controller's Office budget in Account No. 1001-650-000-4222 (Computer Software).

Appropriated funds for each fiscal year are as follows:

|                          | <i><b>FY 2019-20</b></i> | <i><b>FY 2020-21</b></i> | <i><b>FY 2021-22</b></i> | <i><b>FY 2021-22</b></i> | <i><b>FY 2021-22</b></i> |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <i><b>Agreement</b></i>  | \$44,215.70              | \$46,426.48              | \$48,747.81              | \$51,185.20              | \$53,744.46              |
| <i><b>Prior Year</b></i> | \$36,301.90              | \$0                      | \$0                      | \$0                      | \$0                      |
| <i><b>Total</b></i>      | \$80,517.60              | \$46,426.48              | \$48,747.81              | \$51,185.20              | \$53,744.46              |

**RECOMMENDATION**

It is recommended that the Mayor and 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 MANGER TO ENTER INTO AN AGREEMENT  
BETWEEN THE CITY OF COMPTON AND SUPERION, LLC FOR  
MAINTENANCE SUPPORT FOR THE CITY'S FINANCIAL  
INFORMATION SYSTEM (ONESOLUTION MODULE) (\$280,621.55)**

**WHEREAS**, the City uses the OneSolution module system to electronically record and maintain its financial accounting data; and

**WHEREAS**, OneSolution is a proprietary application developed and maintained by Superion, LLC previously known as Sungard Public Sector; and

**WHEREAS**, Sungard Public Sector has provided the City with Maintenance support for OneSolution since the City purchased the application in 1997; and

**WHEREAS**, since the execution of the last maintenance agreement in 2013 with Sungard Public Sector, the company has changed its corporate name to Superion, LLC. Also, the approved maintenance agreement ceased in 2018; and

**WHEREAS**, in order to continue receiving maintenance support and keep our accounting software up-to-date, a new agreement needs to be executed; and

**WHEREAS**, Superion is a leading software and information technology solutions provider that meets the specialized requirements of city and county governments, public safety and justice agencies, federal government and nonprofit agencies. Drawing upon many years of experience, the knowledge and expertise of Superion employees help communities that rely on our software every day serve over 175 million people. Superion is Powering the Public Experience; and

**WHEREAS**, Superion, LLC proposes to enter into a new 5-Year term beginning on August 1, 2019 through July 31, 2024. The Maintenance Agreement is to include the following services:

- General Ledger
- Accounts Payable / Encumbrances
- Accounts Receivables / Cash Receipts
- Check Management
- Person / Entity Database
- Fixed Assets
- Job Project Ledger
- Budget Item Detail
- Purchasing
- Image Enabler
- Click, Drag, & Drill (Report Writer)

**WHEREAS**, in addition to the cost for the next 5 years, \$244,319.65, the City owes Superion, LLC for maintenance services provided during FY 18-19. The total amount owed for services already rendered is \$36,301.90; and

**WHEREAS**, funds for this expenditure will be appropriated in the Fiscal Years 2019-20, 2020-21, 2021-2022, 2022-2023, and 2023-2024 Controller's Office budget in Account No. 1001-650-000-4222 (Computer Software).

**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 agreement between the City of Compton and Superion, LLC for maintenance support of City’s Financial Information System (OneSolution Module).

**Section 2.** That funds in the amount of \$80,517.60 are available in the 2019-2020 Fiscal Year budget of the City Controller Department in Account No. 1001-650-000-4222.

**Section 3.** That a purchase order in the amount of \$80,517.60 is authorized to be issued for Superion, LLC.

**Section 4.** That funds for future maintenance support will be appropriated from Fiscal Year budget of the City Controller Office in Account No. 1001-650-000-4222 and payments are to reflect the payment schedule below:

|                          | <i><b>FY 2019-20</b></i> | <i><b>FY 2020-21</b></i> | <i><b>FY 2021-22</b></i> | <i><b>FY 2021-22</b></i> | <i><b>FY 2021-22</b></i> |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <i><b>Agreement</b></i>  | \$44,215.70              | \$46,426.48              | \$48,747.81              | \$51,185.20              | \$53,744.46              |
| <i><b>Prior Year</b></i> | \$36,301.90              | \$0                      | \$0                      | \$0                      | \$0                      |
| <i><b>Total</b></i>      | \$80,517.60              | \$46,426.48              | \$48,747.81              | \$51,185.20              | \$53,744.46              |

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

## SOFTWARE MAINTENANCE AGREEMENT

BETWEEN

**Superion, LLC**

with headquarters at:

1000 Business Center Drive  
Lake Mary, FL 32746

**("Superion")**

AND

**City of Compton**  
205 S. Willowbrook Ave.  
Compton, CA 90220

**(for purposes of this Agreement, "Customer")**

By the signatures of their duly authorized representatives below, Superion and Customer, intending to be legally bound, agree to all of the provisions of this Agreement and all Exhibits, Supplements, Schedules, Appendices, and/or Addenda to this Agreement provided this Agreement is executed and returned to Superion by June 30, 2019.

**City of Compton, CA**

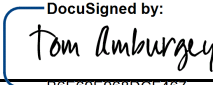
**BY:** \_\_\_\_\_

**PRINT NAME:** \_\_\_\_\_

**PRINT TITLE:** \_\_\_\_\_

**DATE SIGNED:** \_\_\_\_\_

**Superion, LLC**

**BY:**  \_\_\_\_\_  
B6E69E968DCF467...

**PRINT NAME:** Tom Amburgey

**PRINT TITLE:** General Manager

**DATE SIGNED:** May 9, 2019

**T**HIS AGREEMENT is entered into between Superior and Customer on the Execution Date, and Superior's obligations hereunder will commence on Execution Date.

Superior and Customer have entered into a Software License and Services Agreement dated December 11, 1997 (the "License Agreement") for the Software. Customer desires that Superior provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Agreement, and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Agreement. Accordingly, the parties agree as follows:

**1. Definitions.**

"Exhibit 1" means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Appendices."

"Baseline" means the general release version of a Component System as updated to the particular time in question through both SunGard Public Sector's warranty services and SunGard Public Sector's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of Superior includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a

third party without restriction on disclosure and without breach of a non-disclosure obligation.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Documentation" means the on-line and hard copy functional and technical specifications that Superior provides for a Baseline Component System, and that describe the functional and technical capabilities of the Baseline Component System in question.

"Execution Date" means the latest date shown on the signature page of this Agreement.

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit 1.

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Software" means the Component Systems listed in Exhibit 1.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, the period identified in Exhibit 1.

"Custom Modification" means a change that Superior has made at Customer's request to any Component System in accordance with a Superior-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which Superior will provide Customer with Improvements is identified in Exhibit 1.

"Defect" means a material deviation between the Baseline Component System and its Documentation, for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Superior's control. Further, with regard to each Custom Modification, "Defect" means a material deviation between the Custom Modification and the Superior-generated specification and documentation for such Custom Modification, and for which Defect Customer has given Superior enough information to enable Superior to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under Superior's control.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined

categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Exhibit 2.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to Superior's help desk by means of: (i) Superior's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Superior's then-current policies and procedures for submitting such communications.

## 2. Services.

(a) Types of Services. During the term of this Agreement, Superior will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in Exhibit 1.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Agreement. Customer must provide Superior with such facilities, equipment and support as are reasonably necessary for Superior to perform its obligations under this Agreement, including remote access to the Equipment.

## 3. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, Customer will pay Superior the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year. For each Contract Year subsequent to the initial Contract Year, Superior reserves the right to increase the Improvements fees. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

(b) Additional Costs. Customer will also reimburse Superior for actual travel and living expenses that Superior incurs in providing

Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by Superior's Corporate Travel and Expense Reimbursement Policy and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.

(c) Taxes. Customer is responsible for paying all taxes (except for taxes based on Superior's net income or capital stock) relating to this Agreement, the Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide Superior with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, Superior will invoice Customer for and Customer will pay to Superior all such tax amounts.

(d) Late Charges. Customer will pay each Superior invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); or (ii) the highest rate permitted by applicable law.

4. Term. This Agreement will remain in full force and effect throughout the initial Contract Term. After the initial Contract Term, this Agreement will renew for an additional Contract Year unless, at least six (6) months prior to the expiration of the initial Contract Term, Customer notifies Superior in writing of Customer's intent not to renew the Agreement for the second Contract Year. After the fifth Contract Year, this Agreement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System/Custom Modification at least six (6) months prior to the expiration of the then-current Contract Year.

5. Disclaimer of Warranties. Customer agrees and understands that **SUPERION MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD**

**TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUPERION EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUPERION EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUPERION, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.**

6. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

7. Confidential Information. Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential

Information for a period of ten (10) years after Recipient's receipt of that item. However, Customer's obligations to maintain both the Software and any software provided with the Software as confidential will survive in perpetuity.

**8. Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

**9. Force Majeure.** Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

**10. Assignment.** Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: Superior's assignment of this Agreement or of any Superior rights under this Agreement to Superior's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and Superior's assignment of this Agreement to any person or entity to which Superior transfers any of its rights in the Software.

**11. No Waiver.** A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not

act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

**12. Choice of Law; Severability.** This Agreement will be governed by and construed under the laws of the State of Florida, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

### **13. LIMITATIONS OF LIABILITY.**

**(a) LIMITED LIABILITY OF SUPERION.** SUPERION'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUPERION FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

**(b) EXCLUSION OF DAMAGES.** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUPERION BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUPERION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**(c) BASIS OF THE BARGAIN.** CUSTOMER ACKNOWLEDGES THAT SUPERION HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

**14. Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by

Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party,

and expressly provides that it amends this Agreement.

**EXHIBIT 1**  
**Maintenance Software Identified**

Customer: City of Compton, CA

**CONTRACT TERM: 5 years August 1, 2019 through July 31, 2024**

**Improvements fees for Baseline Component System**

| <b>Application</b>                        | <b>Qty</b> | <b>Annual Term<br/>8/1/19-7/31/20</b> | <b>Annual Term<br/>8/1/20-7/31/21</b> | <b>Annual Term<br/>8/1/21-7/31/22</b> | <b>Annual Term<br/>8/1/22-7/31/23</b> | <b>Annual Term<br/>8/1/23-7/31/24</b> |
|-------------------------------------------|------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|---------------------------------------|
| ONESolution Cash Receipts                 | 1          | \$ -                                  | \$ -                                  | \$ -                                  | \$ -                                  | \$ -                                  |
| OS - One Update Service Account           | 1          | \$ -                                  | \$ -                                  | \$ -                                  | \$ -                                  | \$ -                                  |
| OS - General Ledger                       | 1          | \$ 10,558.30                          | \$ 11,086.21                          | \$ 11,640.52                          | \$ 12,222.55                          | \$ 12,833.67                          |
| OS - Accounts Payable/Encumbrances        | 1          | \$ 3,158.77                           | \$ 3,316.71                           | \$ 3,482.54                           | \$ 3,656.67                           | \$ 3,839.50                           |
| OS - Accounts Receivable/Cash Receipts    | 1          | \$ 3,158.77                           | \$ 3,316.71                           | \$ 3,482.54                           | \$ 3,656.67                           | \$ 3,839.50                           |
| OS - Check Management                     | 1          | \$ 1,750.69                           | \$ 1,838.22                           | \$ 1,930.13                           | \$ 2,026.64                           | \$ 2,127.97                           |
| OS - Person/Entity Database               | 1          | \$ 1,750.69                           | \$ 1,838.22                           | \$ 1,930.13                           | \$ 2,026.64                           | \$ 2,127.97                           |
| OS - Fixed Assets                         | 1          | \$ 2,859.02                           | \$ 3,001.98                           | \$ 3,152.07                           | \$ 3,309.68                           | \$ 3,475.16                           |
| OS - Job Project Ledger                   | 1          | \$ 5,714.63                           | \$ 6,000.36                           | \$ 6,300.37                           | \$ 6,615.39                           | \$ 6,946.16                           |
| OS - Budget Item Detail                   | 1          | \$ 2,807.43                           | \$ 2,947.80                           | \$ 3,095.19                           | \$ 3,249.95                           | \$ 3,412.45                           |
| OS - Purchasing                           | 1          | \$ 4,552.21                           | \$ 4,779.82                           | \$ 5,018.81                           | \$ 5,269.75                           | \$ 5,533.24                           |
| OS - Image Enabler                        | 1          | \$ 3,512.71                           | \$ 3,688.35                           | \$ 3,872.76                           | \$ 4,066.40                           | \$ 4,269.72                           |
| OS - Click, Drag, & Drill (Report Writer) | 1          | \$ 4,392.50                           | \$ 4,612.12                           | \$ 4,842.73                           | \$ 5,084.86                           | \$ 5,339.11                           |
| <b>Total</b>                              |            | <b>\$ 44,215.70</b>                   | <b>\$ 46,426.48</b>                   | <b>\$ 48,747.81</b>                   | <b>\$ 51,185.20</b>                   | <b>\$ 53,744.46</b>                   |

\*Above does not include any Pay Agency products.

Improvements fees are due thirty (30) days prior to the commencement of the Contract Year for which such fees are being remitted. Improvements fees for any Contract Year subsequent to the five (5) Contract Years are subject to change and will be specified by Superion in an annual invoice.

**APPLICABLE TAXES ARE NOT INCLUDED IN THIS EXHIBIT 1, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT IN THE PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.**

Improvements Surcharge Imposed In Certain Instances: At the commencement of any Contract Year where Customer is operating on a version of a Baseline Component System that is more than two (2) general release versions behind the then-current release for any Component System, Superion will assess a ten percent (10%) surcharge over and above the Improvements fee for that Contract Year, with such surcharge to be imposed on a prorated basis for the portion of the Contract Year that Customer remains on a general release version that is more than two (2) releases behind the then-current release of the Component Systems in question. Once Customer is using a release that is no more than two (2) general release versions behind the then-current release, the Improvements surcharge will be removed on a prospective basis, as of the date that Customer is using the release that is no more than two (2) general release versions behind the then-current release.

**EXHIBIT 2****Maintenance Standards**

**I. Support Hours: Hours During Which Superior's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in the Order as to Support Type, support hours are Monday through Friday, 8:00 A.M. to 5:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x9").

**II. Targeted Response Times.**

"Notification" means a communication to Superior's help desk by means of: (i) Superior's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Superior's then-current policies and procedures for submitting such communications.

**III. Support Terms.**

Beginning on the Execution Date and continuing for twelve (12) months thereafter ("**Initial Support Term**"), Superior shall provide the ongoing Support Services described herein for the corresponding Fees outlined in Exhibit 1. Upon expiration of the Initial Support Term, ongoing Support Services shall automatically renew, with customer paying for additional annual support periods, each a ("**Renewal Support Term**"). This renewal will continue until termination of this Agreement provided that, Superior shall not give notice of termination if it would be effective prior to a period equal to two times the Agreement's Initial Support Term.

With respect to Superior's support obligations, Superior will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Solution identified in the Order in accordance with the following guidelines with the time period to be measured beginning with the first applicable Superior "Telephone Support" hour occurring after Superior's receipt of the Notification:

| Priority                 | Description                                                                                                                                                                                                                                                                                                                    | Response Goal                                                                               | Resolution Goal                                                                                                                                                                                                                                |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Urgent</b><br>1       | A support issue shall be considered <b>Urgent</b> when it produces a Total System Failure; meaning Superior's Solution is not performing a process that has caused a complete work stoppage.                                                                                                                                   | Within 60 minutes of the issue being reported and a resolution planned within 24 hours.     | Although resolution times vary depending on the exact issue and customer environment, Superior has a stated goal to resolve an urgent issue within 24 hours or provide a resolution plan with urgent issues within 24 hours of being reported. |
| <b>Critical</b><br>2     | A support issue shall be considered <b>Critical</b> when a critical failure in operations occurs; meaning Superior's Solution is not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems. | Within two hours of the issue being reported and a resolution planned within five (5) days. |                                                                                                                                                                                                                                                |
| <b>Non-Critical</b><br>3 | A support issue shall be considered <b>Non-Critical</b> when a non-critical failure in operations occurs; meaning Superior's Solution is not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.                                                              | Within four hours of the issue being reported.                                              | A resolution plan will detail the steps necessary to understand and possibly resolve the issue.                                                                                                                                                |
| <b>Minor</b><br>4        | A support issue will be considered <b>Minor</b> when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.                                                        | Within 24 hours of the issue being reported.                                                |                                                                                                                                                                                                                                                |

*Response timing is measured from the moment a Case number is created. As used herein a "Case number" is created when a) Superior's support representative has been directly contacted by Customer either by phone, in person, or through Superior's online support portal, and b) when Superior's support representative assigns a case number and conveys that case number to the Customer. Customer must provide remote access to its facility using a Superior approved remote access client so that Superior can perform the support obligations and/or services under this Agreement; and will provide appropriate security access and accounts for Superior staff and each session participant.*