

Members of the public may observe this meeting via Channel 36 or via city website streaming services at www.comptoncity.org, and offer comments at this meeting telephonically by leaving a voicemail at (310) 605-6335, or electronically by emailing your comments to contactcityclerk@comptoncity.org, by 4:00 p.m., the day of the meeting. If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the American with Disabilities Act ("ADA") please contact the City Clerk's Office at (310) 605-5530 or email contactcityclerk@comptoncity.org prior to the meeting for assistance.

**COMPTON CITY COUNCIL
AGENDA
07/21/2020
5:30 PM**

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

**CITY COUNCIL CHAMBERS
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CALIFORNIA 90220**

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)

CLOSED SESSION – 4:30 p.m.

PUBLIC APPOINTMENT

**Title: City Controller
Pursuant to California Government Code Section 54957**

RECESS TO CLOSED SESSION

PUBLIC MEETING – 5:30 P.M.

OPENING

ROLL CALL

REPORT ON CLOSED SESSION ACTION(S)

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

CITY FIRE DEPARTMENT

1. 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 (\$90,000)

HUMAN RESOURCES

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE PAYMENT OF HEALTH BENEFIT PREMIUMS FOR A LIMITED TIME ON BEHALF OF EMPLOYEES AFFECTED BY THE REDUCTION IN WORKFORCE REFLECTED IN THE FINAL ADOPTED BUDGET FOR FISCAL YEAR 2020-2021

PUBLIC WORKS DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,301, AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ISSUE A PURCHASE ORDER FOR JOHNSON'S ROOFING SERVICE FOR RE-ROOFING OF CITY-OWNED PROPERTY LOCATED AT 1108 NORTH OLEANDER (\$112,283)

REGULAR AGENDA

CITY MANAGER'S REPORT

4. A REQUEST TO SCHEDULE A COUNCIL WORKSHOP FOR THE COMPTON STATION TRANSIENT ORIENTED DEVELOPMENT (TOD) SPECIFIC PLAN (July 28, 2020 at 5:35 p.m.)
5. ORAL REPORT - EMERGENCY SERVICES ORDER NO. 1: COVID-19 ADMINISTRATIVE CITATIONS
6. ORAL REPORT: COVID-19 GRANT FUNDING OPPORTUNITIES

NEW BUSINESS

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH THE COMPTON KIDZ CLUB FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 700 NORTH BULLIS ROAD
8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2020-2021 FISCAL YEAR BUDGET INCREASING REVENUE AND EXPENDITURES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR INTERWEST CONSULTING GROUP TO PROVIDE CIVIL AND TRAFFIC ENGINEERING SERVICES (\$150,000)
9. 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 FOR THE PURPOSE OF PAYING THE FEES TO PARTICIPATE IN DISCUSSIONS FOR THE I-710 CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT, THE 91/605/405 MAJOR CORRIDOR STUDY AND THE ATLANTIC AVENUE/BOULEVARD CORRIDOR STUDY FOR FISCAL YEAR 2020-2021(\$51,551.79)
10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING AND AUTHORIZING THE HUD-MANDATED FISCAL YEAR 2020-2021 ANNUAL ACTION, FISCAL YEAR 2020-2024 CONSOLIDATED PLAN, AND CDBG-CV19 FUNDING PLAN, TO BE SUBMITTED TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (\$2,981,7000)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 7/28/2020 @ 5:30:00 PM.

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

July 21, 2020

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: COMPTON FIRE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER WITH JANKOVICH COMPANY TO PROVIDE DIESEL FUEL, MOTOR COOLANT AND MOTOR LUBRICANTS FOR THE COMPTON FIRE DEPARTMENT (\$90,000)

SUMMARY

This resolution authorizes the City Manager to establish a purchase order in the amount of Ninety Thousand Dollars and Zero Cents (\$90,000.00) with The Jankovich Company to purchase diesel fuel, motor oil, transmission fluids and radiator coolants for Fiscal Year 2020 -2021.

BACKGROUND

Provision and replacement of diesel fuel, motor oils, transmission oils, and radiator coolant is essential to the everyday response of fire apparatus. The purchase will allow Fire Department personnel to perform their daily duties and respond to emergencies with emergency apparatus that has been properly maintained.

STATEMENT OF ISSUE

Staff solicited formal quotes for diesel fuel from three vendors: The Jankovich Company (\$1.1826 per gallon), Dion and Sons (\$1.2830 per gallon) and SC Fuels (\$1.4800 per gallon). The Fire Department has determined that the Jankovich Company will continue to be our preferred vendor for diesel fuel and automotive fluids. Jankovich provided the lowest most responsible quote as well as not charging a Compliance and Fuel Surcharge fee as many other competitors do. In addition, this fuel also runs the Emergency Operations Center during a disaster or major power outages.

FISCAL IMPACT

Funds for this purchase are allocated in Account No. 6000-69-0000-4229 of the Fiscal Year 2020 - 2021 budget.

RECOMMENDATION

Staff recommends that Council approve the attached Resolution.

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

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING A PURCHASE ORDER WITH THE JANKOVICH COMPANY TO
PROVIDE DIESEL FUEL, MOTOR COOLANT AND MOTOR LUBRICANTS FOR
THE COMPTON FIRE DEPARTMENT (\$90,000)**

WHEREAS, the Fire Department has a continuous need for gasoline and diesel fuel for daily operations of vehicles and equipment; and

WHEREAS, during Fiscal Year 2019-2020, diesel fuel and lubricants were provided by The Jankovich Company; and

WHEREAS, quotes were submitted by the following vendors: The Jankovich Co. (\$1.1826 per gallon), Dion and Sons(\$1.2830 per gallon) and SC Fuels(\$1.4800 per gallon); and

WHEREAS, The Jankovich Company has provided the most competitive rates on fuel, lubricants and anti-freeze, as well as not charging a Compliance and Fuel Surcharge fee as many other competitors do; and

WHEREAS, The Jankovich Company has attached a monitor to the Fire Department's Fuel Storage Tank, which can be accessed by Fire Department personnel to get delivery information and statistical history; and

WHEREAS, the funds have been allocated in the Fire Departments 2020-2021 Fiscal Year Budget for these purchases.

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

SECTION 1. That the City Manager is hereby authorized to establish a purchase order for The Jankovich Company at \$1.1826 per gallon, not to exceed Ninety Thousand Dollars and Zero Cents, (\$90,000.00) to provide diesel fuel and other petroleum products to meet Fire Department needs for Fiscal Year 2020-2021.

SECTION 2. That the funds are to be taken from Account No. 6000-69-0000-4229.

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

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

ADOPTED this _____ day of _____, 2020.

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. _____
PAGE 2

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 _____, 2020.

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

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

CITY CLERK OF THE CITY OF COMPTON

QUOTATION

The Jankovich Company
14066 Garfield Ave
Paramount CA 90723

Order Number	
1298200	
Order Date	Page
4/28/2020 12:10:31	1 of 1

Bill To:

City of Compton
Fire Department
201 South Acacia Avenue
Compton, CA 90220

310-605-5657

Attn: Rose Carter

Ship To:

City of Compton
201 South Acacia Avenue
Compton, CA 90220

Customer ID: 15133

PO Number					Ship Route	Taker			
D00291						TOMMYJ.JANKOVICH			
Quantities					Item ID	Pricing	Unit	Extended	
Ordered	Allocated	Remaining	UOM	Unit Size	Item Description	UOM	Price	Price	
						Unit Size			

Delivery Instructions: If no one at the gate call 310 605 5670 to be let in

3,000.00	0.00	3,000.00	GL		ULSCLR	GL	1.18260	3,547.80	
				1.0	ULS Clear Diesel		1.0		

Customer PO Number: D00291

Total Lines: 1

SUB-TOTAL: 3,547.80

TAX: 2,471.13

AMOUNT DUE: 6,018.93

quote 1





- ◆ FUELS
- ◆ LUBRICANTS
- ◆ SOLVENTS
- ◆ CARDLOCK
- ◆ INDUSTRIAL SERVICES

QUALITY ◆ INTEGRITY ◆ SERVICE
SINCE 1930

1543 W. 16th Street, Long Beach, CA 90813
888-424-DION 562-432-3946 FAX: 562-432-7969

QUOTATION

QUOTE NUMBER	Q17066
QUOTE DATE	04-16-20
DELIVERY DATE	

PAGE 1

23306

SOLD TO

CITY OF COMPTON
PUBLIC WORKS / LISA SMITH
205 S. WILLOWBROOK
COMPTON, CA 90221

¹
CITY OF COMPTON
205 S. WILLOWBROOK
COMPTON, CA 90220

CUSTOMER ORDER NUMBER	ORDERED BY	DUE DATE	TERMS
J01069			
SHIP VIA	TAKEN BY	ORDER DATE	
OUR TRUCK	AVALDEZ	04-16-20	

UANTITY	PACKAGE	CODE	DESCRIPTION	PRICE / PACKAGE	EXTENSION			
3000	10:10TH GAL	31ULD-WH000	ULS CARB DIESEL FUEL NA1993, DIESEL FUEL, COMBUSTIBLE LIQUID, PG III NO VISIBLE EVIDENCE OF DYE CA DSL FUEL, MAX 15PPM SULFUR	C 1.283	3,849.00			
3000	10:10TH GAL	FET-WH000	FEDERAL EXCISE TAX DIESEL FEIN 95-2378358	0.244	732.00			
3000	10:10TH GAL	RT-WH000	STATE HWY USE TAX	0.360	1,080.00			
SUBTOTAL					5,661.00			
Environmental Compliance Fee					7.50			
FUEL SURCHARGE					9.95			
CITY OF COMPTON 10.25%					734.75			
C CLEAR DIESEL TAX ADDL 5.75%								
*** CONTINUED ***								
DRIVER	BULK	B A R R E L	DEL.	RET.	CHG.	CREDIT	QUANTITY RECEIVED IN GOOD ORDER	T O T A L
							X _____	

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. Per Dion & Sons.

ORIGINAL

Quote 2



▲ FUELS
▲ LUBRICANTS
▲ SOLVENTS
▲ CARDLOCK
▲ INDUSTRIAL SERVICES

QUALITY ▲ INTEGRITY ▲ SERVICE
SINCE 1930

1543 W. 16th Street, Long Beach, CA 90813
888-424-DION 562-432-3946 FAX: 562-432-7969

QUOTATION

QUOTE	NUMBER	Q17066
QUOTE	DATE	04-16-20
DELIVERY DATE		

PAGE 2

23306

SOLD
TO

CITY OF COMPTON
PUBLIC WORKS / LISA SMITH
205 S. WILLOWBROOK
COMPTON, CA 90221

1
CITY OF COMPTON
205 S. WILLOWBROOK
COMPTON, CA 90220

CUSTOMER ORDER NUMBER		ORDERED BY		DUE DATE		TERMS			
J01069									
SHIP VIA		TAKEN BY		ORDER DATE					
OUR TRUCK		AVALDEZ		04-16-20					
QUANTITY	PACKAGE	CODE	DESCRIPTION			PRICE / PACKAGE	EXTENSION		
			PD REQUIRED PRICE PER GALLON IS BASED ON TIME AND DATE OF DELIVERY						
DRIVER	BULK	B A R R E L	DEL.	RET.	CHG.	CREDIT	QUANTITY RECEIVED IN GOOD ORDER	T O T A L	
							X _____		6,413.20

This is to certify that the above-named materials are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the Department of Transportation. Per Dion & Sons.

PLUS ALL APPLICABLE TAXES

ORIGINAL

Quote 2



SC Commercial, LLC, DBA SC Fuels
1800 West Katella Ave., Suite 400
P.O. Box 14237, Orange, CA 92863-4159

Ph: (800) 659-5823 Credit Inquiries: (888) SCFUELS Ext. 6017

SALES QUOTE

ORDER NUMBER: 1615583

DATE: 4/15/2020

TERMS: PREPAY

SALES REP: Inactive

PHONE: 888-SCFUELS

PO#: quote

SHIP DATE: 4/15/2020

SHIP VIA:

WHSE: 103

ACCT NO (Bill-to): 01-0005096

CITY OF COMPTON - CLOSED
205 S WILLOWBROOK AVENUE
COMPTON, CA 90220
(310) 605-5500

ACCT NO (Ship-to)

01-0005096 002B

CITY OF COMPTON
458 S ALAMEDA
COMPTON, CA 90220
(310) 605-5500

HM	ITEM CODE	ITEM DESCRIPTION	QTY ORDERED	QUANTITY DELIVERED	PACKAGE DESCRIPTION	EXTENDED QTY	UNIT PRICE	EXT PRICE
		QUOTED \$1.48 PER AT						
X	NA1993	DIESEL FUEL, 3, PG III						
	420B001	CLEAR CARB ULS DIESEL	3,000.00	0.00	BULK GALS	3,000.00 GALS	1.48000	4,440.00
		Federal Excise Tax - DSL					0.24300	729.00
		Federal Lust					0.00100	3.00
		Federal Oil Spill					0.00214	6.42
		CA State Excise Tax - DSL					0.36000	1,080.00
		CA - AB 32 - DSL					0.00704	21.12
						2.09318		6,279.54
	/FUELCH	Fuel Surcharge Bob-tail		0.00		0.00		6.00
	/TOL	TIME ON LOCATION	0.00	0.00		0.00	0.00000	0.00



SC Commercial, LLC, DBA SC Fuels
1800 West Katella Ave., Suite 400
P.O. Box 14237, Orange, CA 92863-4159

Ph: (800) 659-5823 Credit Inquiries: (888) SCFUELS Ext. 6017

SALES QUOTE

ORDER NUMBER: 1615583

DATE: 4/15/2020

TERMS: PREPAY
SALES REP: Inactive
PHONE: 888-SCFUELS

PO#: quote

SHIP DATE: 4/15/2020

SHIP VIA:

WHSE: 103

ACCT NO (Bill-to): 01-0005096

CITY OF COMPTON - CLOSED
205 S WILLOWBROOK AVENUE
COMPTON, CA 90220
(310) 605-5500

ACCT NO (Ship-to)

01-0005096 002B

CITY OF COMPTON
458 S ALAMEDA
COMPTON, CA 90220
(310) 605-5500

HM	ITEM CODE	ITEM DESCRIPTION	QTY ORDERED	QUANTITY DELIVERED	PACKAGE DESCRIPTION	EXTENDED QTY	UNIT PRICE	EXT PRICE
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QUOTE ONLY
DO NOT DISPATCH

**Prices quoted are not firm and are subject to change based upon
product availability, quantity delivered and market fluctuations

Net Order:	6,285.54
Less Discount:	0.00
Freight:	0.00
Sales Tax:	832.91
Order Total:	7,118.45

www.scfuels.com

Page 2 of 2

www.scfuels.com

Page 2 of 2

created by: DiazR

ver. SCF20200415

FOR CHEMICAL EMERGENCY
Spill, Leak, Fire Exposure or Accident
CALL CHEMTREC - DAY OR NIGHT

(800) 424-9300

Quote 3

July 21, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE PAYMENT OF HEALTH BENEFIT PREMIUMS FOR
A LIMITED TIME ON BEHALF OF EMPLOYEES AFFECTED BY THE
REDUCTION IN WORKFORCE REFLECTED IN THE FINAL ADOPTED
BUDGET FOR FISCAL YEAR 2020-2021**

SUMMARY

The City Council will consider adopting a Resolution which will provide the requisite authority for the City Manager and City Controller to issue payments on behalf of those certain employees who were affected by the workforce reduction reflected in the final Fiscal Year 2020-2021 budget adopted by the City Council.

BACKGROUND

The City Council is required under Charter Section 1407 to adopt a budget on or before June 30th of each year. The final adopted budget takes effect the beginning of the next fiscal year. The City's fiscal year is from July 1st through June 30th. On June 23, 2020, the City Council adopted Resolution No. 25,302, in which the budget for Fiscal Year 2020 – 2021 was adopted.

In March of 2020, the City's inhabitants, as with many localities throughout the United States, were required to follow "stay at home" orders issued by their respective Governors. Such orders were necessary to mitigate the potential harm to the public health, safety and welfare caused by the Novel Coronavirus ("COVID-19"). One significant consequence of these orders was to effectively shut down the economy. As a result of the economic shut down, the City's revenue was drastically reduced.

Faced with a looming budget deficit, the City was forced to reduce its workforce through lay-offs, as a cost saving measure. The lay-offs were accomplished by either abolishing certain positions or reducing the number of employees in a given class, consistent with the City Council's authority under Charter Section 1107.

STATEMENT OF THE ISSUE

City employees, with certain exceptions, receive certain benefits in addition to their salary. Among the benefits is a health benefit for the employee and the employee's dependents. The health benefit is administered through the California Public Employees' Retirement System ("CalPERS"). According to CalPERS, when an employee leaves CalPERS employment for reasons other than retirement, the employee is covered until the first day

**Staff Report – Authorizing Payment of
Health Benefit Premiums for a Limited Time
July 21, 2020, page 2**

of the second month following the last date the employee was employed (subject to the employee having enough earnings to cover their share of the health premium). Beyond that time, the employee would need to elect to continue health coverage for him or herself and his or her dependents through the Consolidated Omnibus Budget Reconciliation Act (“COBRA”).

In order to assist employees affected by the reduction in workforce, the City Council is being asked to authorize the payment of COBRA premiums for a limited time for those laid-off employees who elect to continue their health coverage for themselves and their dependents. In order to have the City pay the COBRA premiums on their behalf, the employees must submit their COBRA invoices to Human Resources within five (5) days of receipt.

The City budget for Fiscal Year 2020-2021 contains funds in the amount of \$250,000, which was estimated as sufficient to pay for the COBRA premiums through the month of September 2020.

FISCAL IMPACT

The City Council approved the budget for Fiscal Year 2020-2021, which included \$250,000 in Account No. 2100-610-000-4191.

RECOMMENDATION

Staff recommends approval of the attached Resolution.

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE PAYMENT OF HEALTH BENEFIT PREMIUMS FOR A
LIMITED TIME ON BEHALF OF EMPLOYEES AFFECTED BY THE
REDUCTION IN WORKFORCE REFLECTED IN THE FINAL ADOPTED
BUDGET FOR FISCAL YEAR 2020-2021**

WHEREAS, the City Council is required under Charter Section 1407 to adopt a budget on or before June 30th of each year; and

WHEREAS, the final adopted budget takes effect the beginning of the next fiscal year; and

WHEREAS, the City's fiscal year is from July 1st through June 30th; and

WHEREAS, on June 23, 2020, the City Council adopted Resolution No. 25,302, in which the budget for Fiscal Year 2020 – 2021 was adopted; and

WHEREAS, in March of 2020, the City's inhabitants, as with many localities throughout the United States, were required to follow "stay at home" orders issued by their respective Governors; and

WHEREAS, such orders were necessary to mitigate the potential harm to the public health, safety and welfare caused by the Novel Coronavirus ("COVID-19"); and

WHEREAS, one significant consequence of these orders was to effectively shut down the economy; and

WHEREAS, as a result of the economic shut down, the City's revenue was drastically reduced; and

WHEREAS, faced with a looming budget deficit, the City was forced to reduce its workforce through lay-offs, as a cost saving measure; and

WHEREAS, the lay-offs were accomplished by either abolishing certain positions or reducing the number of employees in a given class consistent with the City Council's authority under Charter Section 1107; and

WHEREAS, City employees, with certain exceptions, receive certain benefits in addition to their salary; and

WHEREAS, among the benefits is a health benefit for the employee and the employee's dependents; and

WHEREAS, the health benefit is administered through the California Public Employees' Retirement System ("CalPERS"); and

WHEREAS, according to CalPERS, when an employee leaves CalPERS employment for reasons other than retirement, the employee is covered until the first day of the second month following the last date the employee was employed (subject to the employee having enough earnings to cover their share of the health premium); and

WHEREAS, beyond that time, the employee would need to elect to continue health coverage for him or herself and his or her dependents through the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); and

WHEREAS, in order to assist employees affected by the reduction in workforce, the City Council is being asked to authorize the payment of COBRA premiums for a limited time for those employees who elect to continue their health coverage for themselves and their dependents; and

WHEREAS, in order to have the City pay the COBRA premiums on their behalf, the employees must submit their COBRA invoices to Human Resources within five (5) days of receipt; and

WHEREAS, the City budget for Fiscal Year 2020-2021 contains funds in the amount of \$250,000, which was estimated as sufficient to pay for the COBRA premiums through the month of September 2020; and

WHEREAS, by adopting this Resolution, the City Council will provide the requisite authority for the City Manager and City Controller to issue payments on behalf of those certain employees who were affected by the workforce reduction reflected in the final Fiscal Year 2020-2021 budget adopted by the City Council.

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

Section 1. That the City Manager is hereby authorized to prepare check requisitions or any other such documents necessary to make the COBRA payments for the months of August 2020 and September 2020 on behalf of those certain employees laid-off as a result of the reduction in workforce reflected in the final adopted budget for Fiscal Year 2020-2021, in an aggregate amount not to exceed Two Hundred, Fifty Thousand Dollars (\$250,000).

Section 2. That the City Controller is hereby authorized to issue checks, as requested by the City Manager, in an aggregate amount not to exceed Two Hundred, Fifty Thousand Dollars (\$250,000) for the COBRA payments on behalf of those certain employees laid-off as a result of the reduction in workforce reflected in the final adopted budget for Fiscal Year 2020-2021.

Section 3. That funding for this expenditure in the amount of Two Hundred, Fifty Thousand Dollars (\$250,000) are available in Account No. 2100-610-000-4191.

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

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

ADOPTED this _____ day of _____, 2020.

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. _____
PAGE 3

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 _____, 2020.

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

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

CITY CLERK OF THE CITY OF COMPTON

July 21, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: PUBLIC WORKS, STREET SUPERINTENDENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,301, AMENDING THE 2019-2020 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ISSUE A PURCHASE ORDER FOR JOHNSON'S ROOFING SERVICE FOR RE-ROOFING OF CITY-OWNED PROPERTY LOCATED AT 1108 NORTH OLEANDER (\$112,283)

SUMMARY

Adoption of the attached resolution will rescind Resolution No. 25,301, adopted by the City Council on June 23, 2020, amend the 2019-2020 Fiscal Year Budget to transfer One Hundred Twelve Thousand Two Hundred and Eighty-Three Dollars (\$112,283.00) between accounts, authorize the City Manager to accept the bid of Johnson's Roofing Service and enter into a construction contract for the sectional re-roofing of the City-owned single-story structure located at 1108 North Oleander, and issue a purchase order to Johnson's Roofing Service in the amount of \$102,075.00.

BACKGROUND

The City of Compton owns certain real property located at 1108 North Oleander Avenue, currently occupied by tenancy authorized by the City Council for Compton Youth Build, Crystal Stairs, and LA County Health Services.

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

In February of 2020, staff worked with MB Technology to inspect, evaluate and recommend repairs to the roof. The following deficiencies were noted in the report:

1. Soft Spots – This is an indication that the layer below the roofing membrane is damaged and needs to be replaced.
2. Ponding – This occurs when moisture collects in large pools on the surface of the roof system. Typically, ponding occurs because the drains are blocked or clogged with debris.

3. Old Repairs – Old repairs where mastic has dried out and cracked allowing water intrusion.
4. Perimeter Flashing Deterioration – Caused by extreme expansion/contraction, normal seasonal building movement, and UV degradation can create fail points that allow moisture to gain access to the roof system insulation and the interior of the building.
5. Pitch Pocket Deterioration – Water can enter through a defective pitch pan and penetrate the roof system leading to premature failure.

After reviewing the report and speaking with MB Technology, staff concluded that any temporary repair to the roof may be the quickest, but not the most efficient and cost-effective solution. Therefore, staff worked with MB Technology to prepare a different recommendation. Rather than patching or adding an additional roofing layer, staff recommends a sectional replacement (approximately 100 roofing squares) of roofing materials, as shown in Attachment “A”.

STATEMENT OF ISSUE

Staff advertised and solicited bids from multiple roofing service companies. Three (3) companies responded with the following cost proposals:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Johnson’s Roofing Service	\$102,075.00
Brown Construction and Development	\$144,880.00
All Contractors West	\$326,000.00

Staff has reviewed the bids and determined that Johnson’s Roofing Service was the lowest, most responsive bidder in the amount of \$102,075.00, and recommends that the Council authorize a construction contract with this vendor. Staff is also recommending that a ten percent (10%) contingency amount \$10,208.00 be authorized in case of unforeseen complications bringing the total encumbered amount for this project to \$112,283.00.

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

On June 23, 2020, the City Council adopted Resolution 25,301, which authorized the execution of an agreement with Johnson Roofing Service to be funded out of the City’s Measure P Fund (1004-610-000-4269). Due to an oversight, the staff report and supporting resolution referenced the wrong receiving fund. The Council authorized the transfer of funds from Code Enforcement – Contract Services (1001-670-000-4269) to Measure P Fund (1004-000-000-4269) which is not permitted under General Accepted Accounting Practices as they are two different funds. The resolution should have

requested that the transfer be made to the General Services – Contract Services (1001-600-000-4269) account instead which are both within the General Fund. Therefore, Resolution No. 25,301 is requested to be rescinded and a new resolution issued stating the correct accounts with all other terms remaining the same.

FINANCIAL IMPACT

In order to issue the purchase order, a budget modification will be required. Staff request authorization to allocate One Hundred Twelve Thousand Two Hundred and Eighty-Three Dollars (\$112,283.00) from the Code Enforcement Budget (1001-670-000-4269) to the General Services Budget (1001-600-000-4269).

<u>Account:</u>	<u>Description:</u>	<u>Amount:</u>
From:		
1001-670-000-4269	Code Enforcement – Contract Services	\$112,283.00
To:		
1001-600-000-4269	General Services – Contract Services	\$112,283.00

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**DAMION TIMMONS
STREET SUPERINTENDENT**

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
RESCINDING RESOLUTION NO. 25,301, AMENDING THE 2019-2020 FISCAL
YEAR BUDGET TO TRANSFER FUNDS, AND AUTHORIZING THE CITY
MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND
ISSUE A PURCHASE ORDER FOR JOHNSON'S ROOFING SERVICE FOR
RE-ROOFING OF CITY-OWNED PROPERTY LOCATED AT 1108 NORTH
OLEANDER (\$112,283)**

WHEREAS, the City of Compton owns certain real property located at 1108 North Oleander Avenue, currently occupied by tenancy authorized by the City Council for Compton Youth Build, Crystal Stairs, and LA County Health Services; and

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

WHEREAS, in February of 2020, staff worked with MB Technology to inspect, evaluate and recommend repairs to the roof, after reviewing the report and speaking with MB Technology, staff concluded that any temporary repair to the roof may be the quickest, but not the most efficient and cost-effective solution. Therefore, staff worked with MB Technology to prepare a different recommendation. Rather than patching or adding an additional roofing layer, staff recommends a sectional replacement (approximately 100 roofing squares) of roofing materials; and

WHEREAS, the General Services Division advertised and solicited bids for sectional re-roofing of the structure at 1108 North Oleander, with the following bids submitted:

<u>CONTRACTOR</u>	<u>AMOUNT</u>
Johnson's Roofing Service	\$102,075.00
Brown Construction and Development	\$144,880.00
All Contractors West	\$326,000.00

WHEREAS, staff reviewed the submitted bids and selected the bid of Johnson's Roofing Service as the lowest, most responsive bidder; and

WHEREAS, on June 23, 2020, the City Council adopted Resolution 25,301, which authorized the execution of an agreement with Johnson Roofing Service in the amount of \$102,075.00, with a contingency amount of \$10,208.00, to be funded out of the City's Measure P Fund (1004-610-000-4269); and

WHEREAS, due to an oversight, the staff report and supporting resolution referenced the wrong receiving fund, authorizing the transfer of funds from Code Enforcement – Contract Services (1001-670-000-4269) to Measure P Fund (1004-000-000-4269), which is not permitted under General Accepted Accounting Practices as they are two different funds; thus, necessitating the need to rescind Resolution No. 25,301 and identify the correct accounts; and

WHEREAS, the 2019-2020 Fiscal Year budget needs to be amended to allocate One Hundred Twelve Thousand Two Hundred and Eighty-Three Dollars (\$112,283.00) from the Code Enforcement Budget (1001-670-000-4269) to the General Services Budget (1001-600-000-4269).

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

Section 1. That Resolution No. 25,301, adopted by City Council on June 23, 2020 is hereby rescinded.

Section 2. That the bid for Johnson's Roofing Service, in the amount of One Hundred Two Thousand Seventy-Five Dollars (\$102,075.00) is hereby accepted and all other bids rejected.

Section 3. That the City Manager, on the advice of the City Attorney is hereby authorized to enter into a construction contract in the amount of \$102,075.00 with Johnson's Roofing Service, for sectional re-roofing of the City-owned single-story structure located at 1108 North Oleander.

Section 4. That a purchase order is authorized to be established for Johnson's Roofing Service in the not-to-exceed amount of \$102,075.00.

Section 5. That a ten percent (10%) contingency amount of \$10,208.00 is hereby authorized.

Section 6. That the 2019-2020 Fiscal Year budget is hereby amended to transfer funds between accounts in order to fund the completed project as follows:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
From:		
1001-670-000-4269	Code Enforcement - Contract Services	\$112,283.00
To:		
1001-600-000-4269	General Services - Contract Services	\$112,283.00

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

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

ADOPTED this ____ day of _____, 2020.

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)

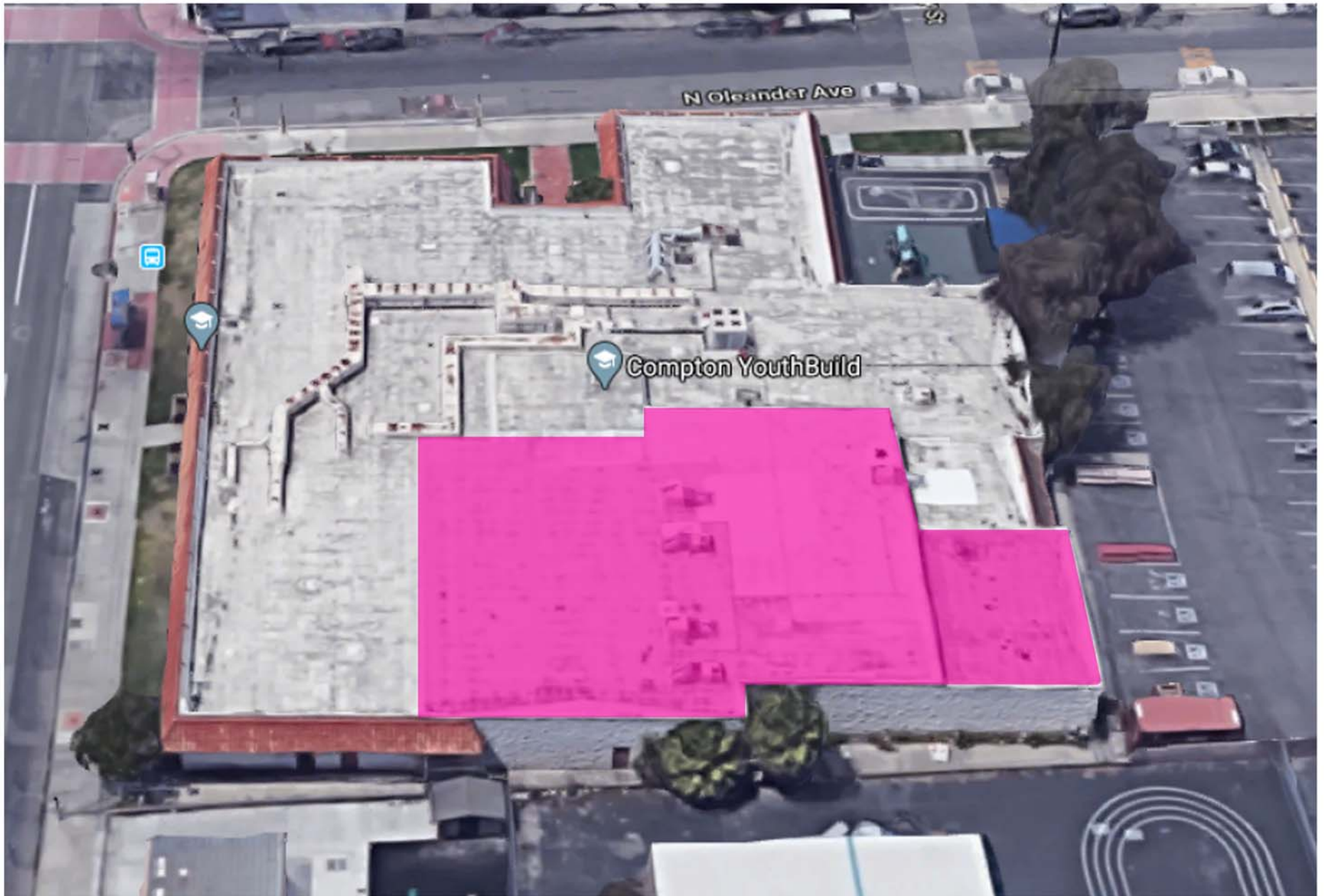
I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2020.

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

Attachment "A"



1108 North Oleander

July 21, 2020

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: CITY MANAGER
SUBJECT: A REQUEST TO SCHEDULE A COUNCIL WORKSHOP FOR THE COMPTON STATION TRANSIENT ORIENTED DEVELOPMENT (TOD) SPECIFIC PLAN

SUMMARY

The City Council will consider a request to schedule a Council workshop on Tuesday, July 28, 2020, at 5:35 pm, to discuss the Compton Station Transient Oriented Development (TOD) Specific Plan.

STATEMENT OF THE ISSUE

The purpose of this workshop is to discuss, receive feedback and direction regarding three (3) Land-Use and Zoning concepts recommended for approval by the Compton TOD Specific Plan Stakeholder Committee.

RECOMMENDATION

Staff respectfully requests that the City Council schedule Council workshop on Tuesday, July 28, 2020, at 5:35 pm.

CRAIG J. CORNWELL
CITY MANAGER

July 21, 2020

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR AGREEMENT WITH THE COMPTON KIDZ CLUB, INC. FOR THE LEASE OF CITY-OWNED PROPERTY LOCATED AT 700 NORTH BULLIS ROAD

SUMMARY

City Council will consider a request from the Compton Kidz Club, Inc. ("Kidz Club") to enter into a three (3) year (i.e. August 1, 2020 through July 31, 2023) lease agreement, for use of approximately 2,925 square feet of dedicated indoor space at 700 North Bullis Road, Compton, commonly known as the "CareerLink" facility ("CareerLink").

BACKGROUND

The City of Compton owns certain real property located at 700 North Bullis Road, commonly known as the "CareerLink" facility. This property is used as a "shared occupancy" facility, offering indoor space for leasing to outside agencies, organizations, and individuals.

Pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy which mandates that City-owned facilities and/or property *shall not* be leased without first obtaining proper authorization from the City Council (i.e. an adopted resolution) and execution of a written lease agreement [City of Compton Standard Operating Manual, Policy 4.17(A)]. In addition to other matters, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for indoor floor space in a City-owned facility shall be ***at least One Dollar (\$1.00) per square foot.***

In addition to the base minimum rental rate of \$1.00 per square foot for indoor space, proposed lease agreements are to address the costs incurred by the City for utilities, maintenance and repairs, etc. At the CareerLink location, staff has identified that cost to be ninety-seven cents (\$0.97) per square foot.

Thus, the cost to the City will be recovered in a recommended minimal monthly rental rate based on a square footage charge of \$1.97 (i.e. \$1.00 per square foot base rental rate plus \$0.97 per square foot for utilities, maintenance, custodial and security).

STATEMENT OF THE ISSUE

The Kidz Club was founded in April of 2018 and their mission is to provide a transformational after school program that integrates technology and other educational and community service activities. Their focus is on performing and language art programs and offer training in all aspects of the entertainment industry (dance, vocals, modeling, digital recording, acting, public speaking, business, and digital arts).

The Kidz Club seeks to provide a location for its programs within the City's limits and seeks City Council approval to enter into a three (3) year lease agreement with the City, beginning August 1, 2020 through July 31, 2023, for exclusive occupation of the below-indicated indoor space located in the CareerLink site.

The proposed lease agreement will provide the Kidz Club with exclusive use of the following indoor space in the Annex Building of the Careerlink facility:

Indoor square footage

Dance Studio	39' x 31'-6"	1,229 square feet
Recording Studio	39' x 43'-6"	1,696 square feet

Total Exclusive Indoor Square Footage	2,925 square feet
--	--------------------------

The Kidz Club is requesting that the Council authorize a three-year term with leasing rate provisions different than required by the City's Leasing Policy; more specifically, a lesser rental amount than the City's minimal monthly rental rate. The prospective Tenant requests that the initial term start at One Dollar (\$1.00) per square foot for the first (1st) year of the lease, progress to One Dollar and Fifty Cents (\$1.50) per square foot in year two (2) of the lease and meet the City's standard rate of One Dollar and Ninety Seven Cents (\$1.97) in year three (3) of the lease.

Under Kidz Club's proposal, the initial year will yield Thirty Five Thousand One Hundred Dollars (\$35,100.00), the second (2nd) year will yield Fifty Two Thousand Six Hundred and Fifty Dollars (\$52,650.00), and the final year will provide Sixty Nine Thousand One Hundred and Forty Seven Dollars (\$69,147.00) in leasing revenue.

FISCAL IMPACT

If the minimum leasing rate specified within the City's Leasing Policy is followed; that is, \$1.97 per sq. ft. for indoor space; the estimated total fiscal impact of this proposed lease will amount to the collection of Two Hundred Seven Thousand Four Hundred Forty One Dollars and (\$207,441.00) for the life of the agreement.

If the request for Compton Kidz Club's modified lease rate is approved, the fiscal gain will be One Hundred Fifty Six Thousand Eight Hundred Ninety Seven Dollars (\$156,897.00) over the term of the lease.

ALTERNATIVE

The City Council has discretion to choose among a number of options:

1. Authorize the City Manager to enter into a lease agreement with the Compton Kidz Club:
 - a. For the minimally recommended City policy rates (i.e. \$1.97 per square foot per month = \$5,762.25 per month for the indoor space) or for some other rental rate for the requested 3-year term.
 - b. For the requested lease rates of \$1.00 (\$2,925.00 per month) per square foot per month Year one (1); \$1.50 (\$4,387.50 per month) per square foot per month Year Two (2); and \$1.97 (\$5,762.25 per month) per square foot in Year Three (3) for the requested 3-year term.
 - c. Accept the first year at the requested lease rate of \$1.00 per square foot per month and reserve the right to renew the agreement, at the Council's option, for the subsequent years at the proposed rates.
2. Deny the request to enter into a lease agreement for this space by the Compton Kidz Club.

RECOMMENDATION

Staff is not opposed to this lease proposal from the Compton Kidz Club. However, staff is not authorized to offer to lease City-owned property wherein the terms sought by the prospective Lessee may vary from the requirements of the City's Leasing Policy.

**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 THREE (3) YEAR
AGREEMENT WITH THE COMPTON KIDZ CLUB, INC. FOR THE LEASE OF
CITY-OWNED PROPERTY LOCATED AT 700 NORTH BULLIS ROAD**

WHEREAS, the City of Compton owns certain real property located at 700 Bullis Road; and

WHEREAS, pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy [Standard Operating Manual, Policy 4.17(A)], which mandates that City-owned facilities and/or property shall not be leased without first obtaining proper authorization from the City Council (i.e. an adopted resolution) and execution of a written lease agreement; and

WHEREAS, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for indoor floor space in a City-owned facility shall be at least One Dollar (\$1.00) per square foot; and

WHEREAS, in addition to this required minimum base rental rate, the leasing policy addresses recovery of the costs incurred by the City for the provision of the following services: utilities (e.g. gas, electricity, water, trash, etc.), routine maintenance and minor repairs, custodial services and City security. At the CareerLink location, that cost has been identified to be Ninety-Seven Cents (\$0.97) per square foot; and

WHEREAS, the Compton Kidz Club, Inc., a non-profit organization, seeks City Council approval to enter into a three (3) year lease agreement with the City, beginning August 1, 2020 through July 31, 2023, for the exclusive occupation of 2,925 square feet of indoor space located at 700 Bullis Road, for the purpose of administrative offices and support services for their organization; and

WHEREAS, the Compton Kidz Club requests that the Council authorize leasing rental rate provisions different than required by the City's Leasing Policy; more specifically, a lesser rental amount of One Dollar (\$1.00) per square foot, or Two Thousand Nine Hundred Twenty Five Dollars (\$2,925.00) per month for the first year, Four Thousand Three Hundred Eighty Seven Dollars and Fifty Cents (\$4,387.50) per month for the second year and Five Thousand Seven Hundred Sixty Two Dollars and Twenty Five Cents (\$5,762.25) per month for the third year as opposed to the Five Thousand Seven Hundred Sixty Two Dollars and Twenty Five Cents (\$5,762.00) per month that would be received at the standard rate of \$1.97 per square foot; and

WHEREAS, if the Council finds that the public benefit received by the City and its residents is of far more value than the true cost; as reflected within the City's Leasing Policy; of providing use of City-owned property, the decision to revise, reduce or waive certain provisions of the City's Leasing Policy rests in the discretion of the City Council.

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

Section 1. That the City Manager, upon the advice and approval of the City Attorney is authorized to enter into a three (3) year lease agreement, effective August 1, 2020 through July 31, 2023, with the Compton Kidz Club, Inc. for the exclusive use of approximately 2,925 square feet of indoor space within the City-owned building located at 700 Bullis Road, Compton for purposes of administrative offices and support services.

Section 2. That the rental rate for the three (3) year term of the lease agreement shall be _____ Dollars (\$) per month in year one, shall be _____ Dollars (\$) per month in year two and shall be _____ Dollars (\$) per month in year three.

Section 3. That Account No. 1001-000-000-3420 has been established to receive all facility lease payments.

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

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

ADOPTED this ____ day of _____, 2020.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

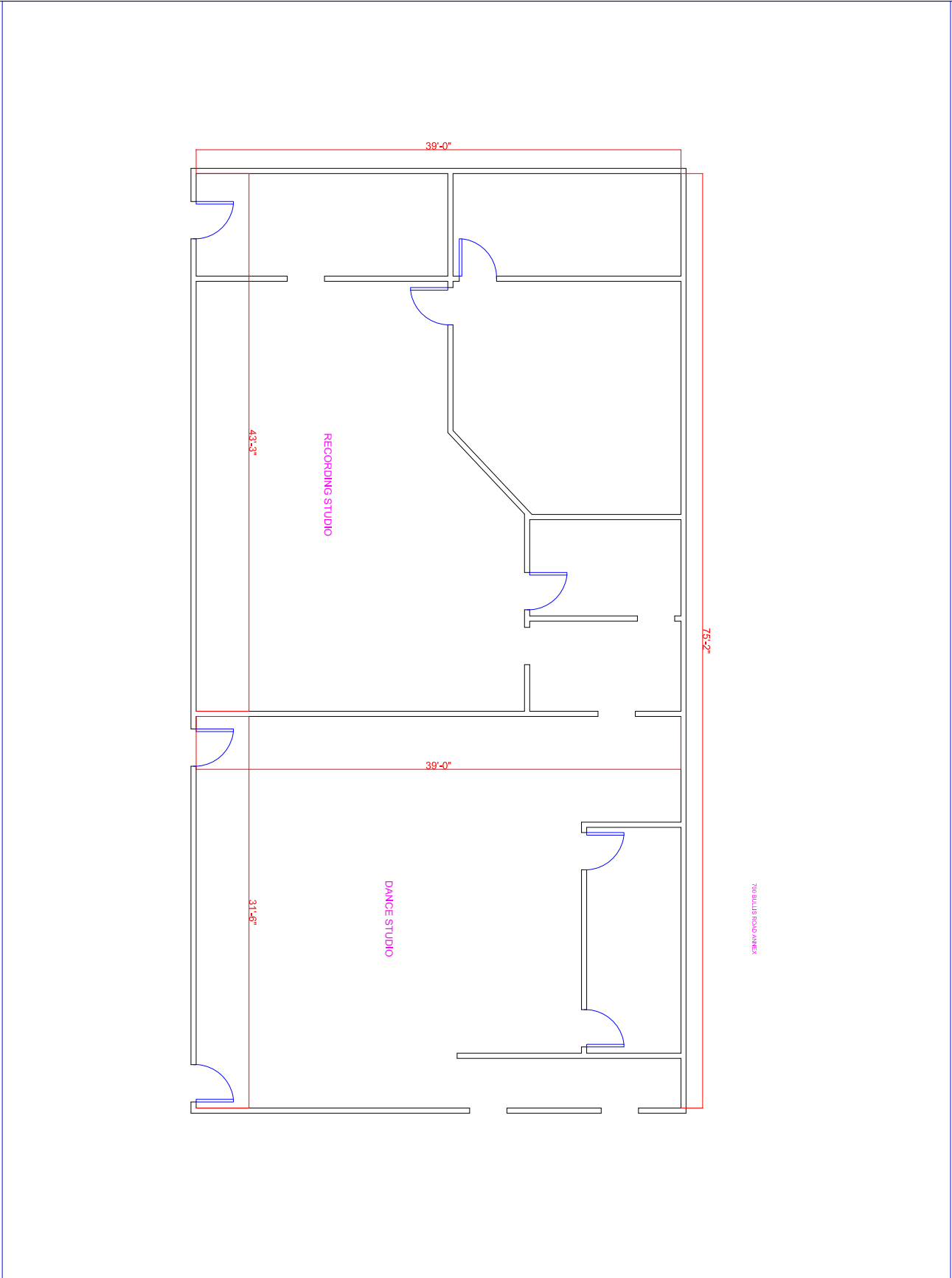
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF COMPTON)

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2020.

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



General Notes

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No.	Revision/Issue	Date
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Project Name and Address

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Project Name and Address

CAREERLINK ANNEX BUILDING
700 Bulls Road
City of Compton, CA 90221

Project	Sheet
6/9/2020	
Scale	

July 21, 2020

TO: MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2020-2021 FISCAL YEAR BUDGET INCREASING REVENUE AND EXPENDITURES AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR INTERWEST CONSULTING GROUP TO PROVIDE CIVIL AND TRAFFIC ENGINEERING SERVICES (\$150,000)

SUMMARY

Adoption of the attached resolution will amend the Public Works Department 2020-2021 Fiscal Year budget to increase revenue and expenditures in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) and authorizing the City Manager to enter into a professional services agreement with Interwest Consulting Group ("Interwest") to provide on-call civil and traffic engineering services to the Public Works Department, and establishing a purchase order in the amount not to exceed \$150,000.00.

BACKGROUND

On January 15, 2019, the City solicited Request for Proposals ("RFP") for on-call civil and traffic engineering services. On February 14, 2019, Interwest Consulting Group responded to the RFP to provide the requested services.

In February 2020, pursuant to Resolution No. 25,001, adopted April 23, 2019, the City contracted the services of Interwest, an experienced and professional engineering consulting firm, to provide the following on-call civil and traffic engineering services to Public Works Department in an amount not to exceed \$25,000.00.

- Review and provide recommendations for implementation of the Capital Improvement Project #1801 – Phase 1 and Phase 2.
- Review and provide recommendations and/or approvals for Traffic Impact Analyses for public and private projects.
- Perform warrant studies for traffic signal and/or stop sign installations (including field review, research and review collision data, recommendations). Conformance with Federal, state and local regulations, particularly the California Manual on Uniform Traffic Control Devices

- requirements and general compliance with City standards, ordinances and regulations.
- Consultant will stamp and wet sign the approval of engineering documents/plans/maps for accuracy and adequacy.
 - GIS mapping.
 - Conceptual Engineering and presentations for Grants and Regional Transportation Planning.
 - Develop Traffic Control Plans for Capital Improvement Projects.

STATEMENT OF ISSUE

In March 2020, the funding allocated for the February 2020 agreement with Interwest were exhausted, while the consultant was in the process of completing various projects.

Interwest is uniquely qualified to perform civil and traffic engineering services and project management services for the City. Interwest currently provides municipal engineering, transportation planning, program and project management, and Geographic Information Systems (“GIS”) services.

Given Interwest’s engineering expertise and management of capital improvement projects, coupled with the reduction of City workforce and lack of expertise in City staff, it is recommended that the City enter into another agreement with Interwest to essentially continue providing civil and traffic engineering consultant services to the Public Works Department.

FISCAL IMPACT

The Public Works Department 2020-2021 Fiscal Year budget will be amended as follows:

Increase Revenue

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2800-000-000-3583	HUD Revenue	\$150,000

Increase Expenditure

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2800-72H-168-4300	Community Development Block Grant	\$150,000

**Staff Report – Resolution Amending 2020-2021 FY Budget
Authorize Agreement with Interwest Consulting Group
(On-Call) Civil and Traffic Engineering Services
July 21, 2020, page 3 of 3**

These services will be funded with CDBG funds in the amount of \$150,000.00 which will be available in the Public Works Fiscal Year 2020-2021 in Account No. 2800-72H-168-4300.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE 2020-2021 FISCAL YEAR BUDGET INCREASING
REVENUE AND EXPENDITURES AND AUTHORIZING THE CITY MANAGER
TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND
ESTABLISH A PURCHASE ORDER FOR INTERWEST CONSULTING GROUP
TO PROVIDE CIVIL AND TRAFFIC ENGINEERING SERVICES (\$150,000)**

WHEREAS, on January 15, 2019, the City solicited Request for Proposals (“RFP”) for on-call civil and traffic engineering services and on February 14, 2019, Interwest Consulting Group (“Interwest”) responded to the RFP to provide the requested services; and

WHEREAS, in February 2020, pursuant to Resolution No. 25,001, adopted April 23, 2019, the City contracted the services of Interwest, an experienced and professional engineering consulting firm, to provide the following on-call civil and traffic engineering services to Public Works Department in an amount not to exceed \$25,000.00:

- Review and provide recommendations for implementation of the Capital Improvement Project #1801 – Phase 1 and Phase 2.
- Review and provide recommendations and/or approvals for Traffic Impact Analyses for public and private projects.
- Perform warrant studies for traffic signal and/or stop sign installations (including field review, research and review collision data, recommendations). Conformance with Federal, state and local regulations, particularly the California Manual on Uniform Traffic Control Devices requirements and general compliance with City standards, ordinances and regulations.
- Consultant will stamp and wet sign the approval of engineering documents/plans/maps for accuracy and adequacy.
- GIS mapping.
- Conceptual Engineering and presentations for Grants and Regional Transportation Planning.
- Develop Traffic Control Plans for Capital Improvement Projects; and

WHEREAS, in March 2020, the funding allocated for the February 2020 agreement with Interwest were exhausted, while the consultant was in the process of completing various projects; and

WHEREAS, given Interwest’s engineering expertise and management of capital improvement projects, coupled with the reduction of City workforce and lack of expertise in City staff, it is recommended that the City enter into another agreement with Interwest to continue providing civil and traffic engineering consultant services to the Public Works Department at a cost not to exceed \$150,000.00; and

WHEREAS, the Public Works Department 2020-2021 Fiscal Year budget will be amended to increase revenue and expenditures to fund this expenditure.

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 professional services agreement with Interwest Consulting Group to provide specified on-call civil and traffic engineering consultant services to the Public Works Department.

SECTION 2. That the Public Works Department 2020-2021 Fiscal Year budget will be amended to increase revenue and expenditures as follows:

Resolution No. _____

Page 2

Increase Revenue

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2800-000-000-3583	HUD Revenue	\$150,000

Increase Expenditure

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2800-72H-168-4300	Community Development Block Grant	\$150,000

SECTION 3. That a purchase order in the amount of \$150,000.00 is hereby authorized to be established for Interwest Consulting Group.

SECTION 4. That funds in the amount of \$150,000.00 will be available in the Public Works Department Fiscal Year 2020-2021 budget in Account No. 2800-72H-168-4300.

SECTION 5. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works Department.

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

ADOPTED this _____ day of _____, 2020.

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 passed and 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 _____, 2020.

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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
INTERWEST CONSULTING GROUP**

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220 and **INTERWEST CONSULTING GROUP** (hereinafter referred to as "**CONSULTANT**") located at 15140 Transistor Lane, Huntington Beach, California 92649, (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, City has a need to employ the services of an experienced and professional engineering consulting firm to provide on-call civil and traffic engineering services; and

WHEREAS, Consultant (Interwest Consulting Group) warrants that it is specifically trained, experienced, competent and has the resources to provide such necessary services which will be required by this Agreement; and

WHEREAS, City desires to engage Consultant to provide these services by reason of its qualifications and experience in performing such services; and

WHEREAS, By Resolution No. _____, adopted on the ____ day of _____, 2020, the City Council gave approval to award a contract to the Consultant to provide the services required; and

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

NOW, THEREFORE, the Parties, 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 on-call civil and traffic engineering services for the City's Public Works Department, to include but not be limited to:

- Review and provide recommendations for implementation of the Capital Improvement Project #1801 – Phase 1 and Phase 2.
- Review and provide recommendations and/or approvals for Traffic Impact Analyses for public and private projects.
- Perform warrant studies for traffic signal and/or stop sign installations (including field review, research and review collision data, recommendations). Conformance with Federal, state and local regulations, particularly the California Manual on Uniform Traffic Control Devices requirements and general compliance with City standards, ordinances and regulations.
- Consultant will stamp and wet sign the approval of engineering documents/plans/maps for accuracy and adequacy.
- GIS mapping.
- Conceptual Engineering and presentations for Grants and Regional Transportation Planning.
- Develop Traffic Control Plans for Capital Improvement Projects.

**Professional Services Agreement – Interwest Consulting Group
Civil and Traffic Engineering Services (“On-Call”)
Public Works/Resolution _____**

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 generally accepted standards of professional practice. While performing the services, Consultant agrees to perform all the said services 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 sub-contractors, if any, and will keep the services under its control. On request of City, if any employee or sub-contractor 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, Consultant will discharge said employee or sub-contractor from performing services pursuant to provisions of this Agreement.

Michael Kashiwagi, P.E., Principal-in-Charge/Chief Operating Officer of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

Craig J. Cornwell, City Manager, or his/her authorized designee, is hereby designated as the City's Representative for this Project/Agreement.

2. Duration of Contract. The Consultant shall commence services requested by the City on issuance of Notification to Proceed from the City to Consultant and continue on an “on-call” basis to perform, in a diligent and professional manner, those services requested and required pursuant to this Agreement. This Agreement shall automatically terminate on exhaustion of the authorized maximum compensation of **One Hundred Fifty Thousand Dollars (\$150,000.00)**, unless this Agreement is extended or otherwise terminated as provided herein.

Consultant will generally adhere to any schedule set forth by the City provided, that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's 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 time and material basis as specified within Consultant's “Proposal to Provide Consulting Services,” dated June 24, 2020, which is incorporated herein. Unless otherwise agreed by the Parties in writing, 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

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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 Parties.

It is understood and agreed between the Parties that the maximum compensation authorized for the services provided by the Consultant during the term of this Agreement shall be limited to a not-to-exceed amount of **One Hundred Fifty Thousand Dollars (\$150,000.00)**, unless otherwise authorized by the City Council.

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.

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 **City Manager's Office** at the following address: City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.

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

4. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the “Work Product”) is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement.

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 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 Consultant 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 Contract. Consultant expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Contract 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

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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 Contract.

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 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 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 negligent 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 negligent 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.

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

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

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

Coverage’s 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 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 insured’s” with respect to liability arising out of

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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 (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) will exercise the professional standard of care in the performance of the services called for by this Agreement 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 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.

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

- .a Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency; and
- .b Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years; and
- .c Does not have a proposed debarment pending; and
- .d Has not been indicted, convicted, or had a civil judgment rendered against him/her/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property within the past 3 years; and
- .e 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
- .f Have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

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

[Supply exceptions on separate page]

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

[Attach separate page]

These certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. The above certifications are part of this Contract. Signing this Contract on the signature portion thereof shall also constitute signature of the above Certifications.

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

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

27. 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.

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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: **Interwest Consulting Group**
15140 Transistor Lane
Huntington Beach, California, 92649
Attn: Michael Kashiwagi, P.E., Chief Operating Officer
(714) 899-9039
(916) 781-6600 – Cellular No.

To City: **City of Compton**
205 South Willowbrook Avenue
Compton, California 90220
Attn: Craig J. Cornwell, City Manager
(310) 605-5585
(310) 761-1429 - fax.

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.

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

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

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

INTERWEST CONSULTING GROUP
CONSULTANT

Dated: _____

By _____
Michael Kashiwagi, P.E., Principal-in-Charge/
Chief Operating Officer

CITY OF COMPTON

Approved by:

Dated: _____

By _____
Craig J. Cornwell, City Manager

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Approved as to form:

By _____
Damon M. Brown, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

July 21, 2020

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: 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 FOR THE PURPOSE OF PAYING THE FEES TO PARTICIPATE IN DISCUSSIONS FOR THE I-710 CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT, THE 91/605/405 MAJOR CORRIDOR STUDY AND THE ATLANTIC AVENUE/BOULEVARD CORRIDOR STUDY FOR FISCAL YEAR 2020-2021 (\$51,551.79)

SUMMARY

Adoption of this resolution will authorize the City Manager to issue a purchase order in the amount of Fifty One Thousand Five Hundred Fifty One Dollars and Seventy-nine Cents (\$51,551.79) to Gateway Cities Council of Governments ("GCCOG") for the purpose of paying fees for participation in the I-710 Corridor Environmental Impact Report/Environmental Impact Statement, the 91/605/405 Major Corridor Study and Atlantic Avenue/Boulevard Corridor Study for Fiscal Year 2020-2021.

BACKGROUND

A. I-710 Corridor Environmental Impact Report/Environmental Impact Statement

The mission of the GCCOG includes transportation planning for the sub-region and advocating for maximum public sector funding for city and sub-regional projects. GCCOG adopted improvement of the I-710 freeway as one of its transportation priorities. The purpose and need for the study is to analyze traffic congestion, safety, air quality, goods movement, design deficiencies, land use constraints, cost effectiveness, environmental justice, aesthetics, noise, and adequacy of public transit as issues requiring attention and public action in any transportation improvement plan for the corridor. GCCOG served as the advocate for the inclusion of impacted municipalities in the completion of the study.

In April 2008, GCCOG entered into a Memorandum of Understanding ("MOU") with CalTrans, LACMTA and SCAG to establish a multi-jurisdictional structure to fund and govern the implementation of the Environmental Impact Report/Environmental Impact Statement ("EIR/EIS") to study the locally preferred strategy developed by the Major Corridor Study and alternative improvements to the I-710.

The MOU establishes an I-710 EIR/EIS Project Committee and an I-710 Executive Committee, each of which provides for and depends upon the participation of local elected and appointed officers.

B. 91/605/405 Major Corridor Study

There are fifteen (15) separate communities in the SR-91/I-605/I-405 Corridor and each has unique needs, concerns and culture of community involvement. There are also similarities regarding certain concerns such as impact of future freight growth on mobility, air quality and economic viability of the individual communities, potential property impacts for any freeway widening.

The study provides a foundation for understanding the mobility demands of the three freeway corridors, the complete range of multi-modal improvement needs, and how the improvement project should be shaped to accommodate the needs and concerns of the Gateway Cities.

C. Atlantic Avenue/Boulevard Corridor Study

The study will evaluate the Atlantic Corridor beginning in the City of Long Beach traversing north to unincorporated Los Angeles County, for a complete street. Two primary alternatives considered include 1) the Atlantic Corridor as a "Complete Street" in the feasibility, and 2) as a multi-modal Corridor evaluated for consistency across the sub-region, including a potentially phased approach to a Complete Street, along with any major challenges and project benefits. The results would provide potential funding partners with an understanding of the holistic context of conditions, Levels of Service, truck volumes/impacts, pavement rehabilitation, pedestrian and bicycle traffic, transit connections, parking, commercial and residential linkages, City entryways/gateways, and potential safe routes to school options.

STATEMENT OF THE ISSUE

In order for the City of Compton to continue to participate in providing input and feedback in relation to how the recommended studies impact the City to GCCOG, annual fees must be paid.

The study would require participation and consensus from all stakeholders including Commerce, Vernon, Maywood, Bell, Cudahy, South Gate, Lynwood, Long Beach and unincorporated Los Angeles County, on the general consistency and aesthetic theme of the corridor.

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The amount of the invoices listed below will be received annually until the projects are completed.

Local Agency Participation in the EIR/EIS report for the I-710 Corridor	\$ 25,000.00
Local Agency Participation in the 91/605/405 Major Corridor Study	\$ 20,000.00
Local Participation in the Study for the Atlantic Corridor	<u>\$ 6,551.79</u>
	\$ 51,551.79

FISCAL IMPACT

Funds to pay for participation fees for the above invoices in an amount not to exceed Fifty One Thousand Five Hundred Fifty One Dollars and Seventy-Nine Cents (**\$51,551.79**) are available in Public Works Department's 2020-2021 Fiscal Year budget in Account No. 1900-710-000-4262.

ALTERNATIVE

The alternative is that the City of Compton would no longer be a part of the GCCOG and would not provide input with regards to the I-710 Corridor EIR/EIS Report, the 91/605/405 Major Corridor Study or the Atlantic Avenue/Boulevard Corridor Study.

RECOMMENDATION

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

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GATEWAY CITIES COUNCIL OF GOVERNMENTS FOR THE PURPOSE OF PAYING THE FEES TO PARTICIPATE IN DISCUSSIONS FOR THE I-710 CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT, THE 91/605/405 MAJOR CORRIDOR STUDY, AND THE ATLANTIC AVENUE/BOULEVARD CORRIDORS STUDY FOR FISCAL YEAR 2020-2021 (\$51,551.79)

WHEREAS, this Resolution authorizes the City Manager to issue a purchase order to Gateway Cities Council of Governments (“GCCOG”) for the purpose of paying fees for participation in the I-710 Corridor Environmental Impact Report/Environmental Impact Statement, the 91/605/405 Major Corridor Study and Atlantic Avenue/Boulevard Corridor Study for Fiscal Year 2020-2021; and

WHEREAS, the mission of the GCCOG includes transportation planning for the sub-region and advocating for maximum public sector funding for city and sub-regional projects; and

WHEREAS, GCCOG adopted improvement of the I-710 Freeway as one of its transportation priorities; and

WHEREAS, in April 2008, GCCOG entered into a Memorandum of Understanding (“MOU”) with CalTrans, LACMTA and SCAG to establish a multi-jurisdictional structure to fund and govern the implementation of the Environmental Impact Report/Environmental Impact Statement (“EIR/EIS”) to study the locally preferred strategy developed by the Major Corridor Study and alternative improvements to the I-710; and

WHEREAS, the MOU establishes an I-710 EIR/EIS Project Committee and an I-710 Executive Committee, each of which provides for and depends upon the participation of local elected and appointed officers; and

WHEREAS, there are fifteen (15) separate communities in the SR-91/I-605/I-405 Corridor and each has unique needs, concerns and culture of community involvement and there are also similarities regarding certain concerns such as impact of future freight growth on mobility, air quality and economic viability of the individual communities, potential property impacts for any freeway widening; and

WHEREAS, the study provides a foundation for understanding the mobility demands of the three freeway corridors, the complete range of multi-modal improvement needs, and how the improvement project should be shaped to accommodate the needs and concerns of the Gateway Cities; and

WHEREAS, the purpose and need for the study is to analyze traffic congestion, safety, air quality, goods movement, design deficiencies, land use constraints, cost effectiveness, environmental justice, aesthetics, noise, and adequacy of public transit as issues requiring attention and public action in any transportation improvement plan for the corridor and the GCCOG served as the advocate for the inclusion of impacted municipalities in the completion of the study; and

WHEREAS, the study will evaluate the Atlantic Corridor beginning in the City of Long Beach traversing north to Unincorporated LA, for a complete street and two primary alternatives considered include 1) the Atlantic Corridor as a “Complete Street” in the feasibility, and 2) as a multi-modal Corridor evaluated for consistency across the sub-region, including a potentially phased approach to a Complete Street, along with any major challenges and project benefits; and

WHEREAS, the results would provide potential funding partners with an understanding of the holistic context of conditions, Levels of Service, truck volumes/impacts, pavement rehabilitation, pedestrian and bicycle traffic, transit connections, parking, commercial and residential linkages, City entryways/gateways, and potential safe routes to school options; and

WHEREAS, the study would require participation and consensus from all stakeholders including the cities of Compton, Commerce, Vernon, Maywood, Bell, Cudahy, South Gate, Lynwood, Long Beach and unincorporated Los Angeles County, on the general consistency and aesthetic theme of the corridor; and

WHEREAS, in order for the City of Compton to continue to participate in providing input and feedback in relation to how the recommended studies impact the City to GCCOG, annual fees in the amount of \$51,551.79 must be paid; and

WHEREAS, funds to pay for participation fees for the above fees are available in Public Works Department's 2020-2021 Fiscal Year budget.

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

SECTION 1. That the City Manager is authorized to issue a purchase order to Gateway Cities Council of Governments in the amount of Fifty One Thousand Five Hundred Fifty One Dollars and Seventy-Nine Cents (\$51,551.79).

SECTION 2. That the funds to pay for membership and participation fees are available in Public Works Department's 2020-2021 Fiscal Year budget in Account Number 1900-710-000-4262.

SECTION 3. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Public Works Department.

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

ADOPTED this _____ day of _____, 2020.

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

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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 _____, 2020.

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