

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
11/03/2020
5:30 PM**

OPENING

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. OCTOBER 20, 2020

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

2. INVESTMENT REPORT - SEPTEMBER 30, 2020 (Receive/File)

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES

3. REMOVAL OF OFFICERS, BOARDS/COMMISSIONS AND COMMITTEES

Royce Esters - Law Enforcement Review Board

4. APPOINTMENT OF OFFICERS, BOARDS/COMMISSIONS AND COMMITTEES

LAW ENFORCEMENT REVIEW BOARD –
(Councilpersons Galvan and McCoy)

COMPTON TAXPAYERS COMMITTEE - (Mayor Brown)

CITY MANAGER'S REPORT

5. COMPTON TAXPAYER COMMITTEE MEETING - (November 4, 2020 at 6:00 p.m.)

6. COMPTON CRIME STATS UPDATE - Sheriff's Department

7. CITY COUNCIL MEETING- AUDIENCE PARTICIPATION

NEW BUSINESS

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING CERTAIN CITY OWNED FIREARMS AS SURPLUS AND AUTHORIZE THE DESTRUCTION AND DISPOSAL OF THE FIREARMS

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF ZENNER USA AND ESTABLISH A PURCHASE ORDER TO FURNISH AND DELIVER LEAD FREE MULTI-JET OR POSITIVE DISPLACEMENT WATER METERS FOR FISCAL YEARS 2020-2021 AND 2021-2022 (\$123,100.50)

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR FIFTY-TWO CONSULTING, INC. TO PROVIDE ON-CALL/DEMAND FOR INFORMATION SYSTEMS ENGINEERING AND SYSTEM MAINTENANCE SERVICES (\$48,000)

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA FOR GROUNDWATER PRODUCTION ASSESSMENT FEES FOR THE 2020-2021 FISCAL YEAR (\$2,640,000.00)

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 11/10/2020 @ 5:30 PM

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

OCTOBER 20, 2020

The Closed Session Compton City Council Meeting was called to order at 4:43 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremonies were also led by Mayor Brown.

ROLL CALL

Council Members Present – Chambers, Galvan, McCoy, Sharif, Brown *(Via Zoom Teleconference)*
Council Members Absent – None

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

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CLOSED SESSION AGENDA ITEMS

CONFERENCE WITH LABOR NEGOTIATOR

Agency Negotiators: City Manager and Assistant City Managers
 Employee Organizations: AFSCME LOCAL 2325, AFSCME LOCAL 3947,
 SEIU Local 721, COMPTON FIREFIGHTERS LOCAL 2216,
 MISCELLANEOUS EMPLOYEES
 Pursuant to California Government Code Section 54957.6

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Bradford v. City of Compton, LASC Case Nos. TC026769 and 18STCV01367
 Pursuant to California Government Code Section 54957.6

PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEMS

City Clerk Alita Godwin read the following comments into the record as they were submitted:

Robert Ray – “How much longer are you going to drag out this Bradford case? How much is it costing us, the taxpayers, to drag this out. It’s time for a settlement.”

Bob Adams, Business Representative, AFSME District Council 36 – “Dear City Council: On behalf of AFSCME Local 2325, we noticed that the topic of contract negotiations was on tonight’s agenda.

The last record that I have regarding a contract negotiations meeting for AFSCME Local 2325 was at the end of January. Since then, we have been preoccupied with COVID, issues within the Controller’s office that lead to the departure of all upper management staff, and eventually the layoffs.

Notwithstanding unfair labor charges and grievances being filed against the City, we have *attempted* to cooperate by engaging in the meet and confer process for over forty job specifications and the City’s proposed restructuring. However, these meetings have ceased. We await the City Manager to continue the process.

But with regards to the status of contract negotiations we have not received significant feedback from the walking through our proposals since the end of January.

Please know that AFSCME Local 2325 stands ready to resume contract negotiations, as well as the many unresolved matters that we have at the table.”

City Attorney Damon Brown requested a closed session to discuss negotiations with employee organizations, AFSCME Local 2325, AFSCME Local 3947, SEIU Local 721, Compton Firefighters LOCAL 2216, miscellaneous employees, and a conference with legal counsel regarding existing litigation - Bradford v. City of Compton, pursuant to California Government Code Section 54957.6.

On motion by Galvan, seconded by McCoy, the City Council recessed to closed session at 4:49 p.m. by the following vote on roll call:

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

RECONVENE TO OPEN SESSION

On motion by McCoy, seconded by Sharif, the City Council reconvened at 7:06 p.m. by the following vote on roll call:

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

REPORT OUT OF CLOSED SESSION

City Attorney Damon Brown indicated that there was no reportable action taken during the closed session.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

APPROVAL OF MINUTES

1. OCTOBER 6, 2020

On motion by Chambers, seconded by McCoy, the minutes were approved by the following vote on roll call:

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

REGULAR AGENDA

CITY MANAGER'S REPORT

2. ORAL REPORT - 2021 ELECTION FINANCING UPDATE

City Clerk Alita Godwin reported that the Los Angeles County Counsel is reviewing the City recently passed ordinance and she further requested an additional week to present her findings.

3. CENSUS UPDATE

Dr. Aubrey Relf, Grants Manager, indicated that the self-response deadline for the 2020 U.S. Census was changed to October 15, 2020. The overall response rate for the City of Compton is 64.5 percent. Dr. Relf thanked all the residents that responded to the 2020 Census, and the City Council for their encouragement and awareness programs.

The Mayor and City Council commended and thanked Staff for all their hard work and dedication in their efforts and outreach to the community.

4. MYCIVIC APP - PRESENTATION

Mr. Brandon Swanson offered a power point presentation highlighting the MyCivic mobile Application which is a comprehensive, customizable platform designed to promote civic engagement and enhance the quality of life for the residents of the Compton community. Through a single, public-facing app, residents and business owners have access to all the services, resources, and information your organization has to offer, enabling them to play a more active role in the area they call home.

Mr. Swanson stated that last year, problems arose with the application, stating that emails were routed to employees that were no longer with the City or some emails were submitted to the incorrect department. Mr. Swanson indicated that his company has sorted through the issues and are planning a re-launch of the application in the near future. Mr. Swanson further highlighted that the MyCivic application breaks down barriers to local government and transforms the way we think about citizen engagement. Push notifications give the City a cost-effective way to communicate important information to community members in real time.

- Deliver up-to-the-minute local announcements, such as office closings or storm alerts.
- Target notification delivery to specific zip codes or geo-located areas.
- Reduce reliance on costly, third-party emergency notification systems.

MyCivic enables local governments to put important, relevant information at citizens' fingertips.

- Create a calendar feed populated by administrative users with one-time or recurring events, which residents can add to their device's native calendar.
- Gather and display news content from sources including RSS feeds, photo albums, and social media channels.
- Provide a searchable directory of elected officials, organizational staff, or community groups through directories.
- Add parks and recreational facilities, including hours, amenities, photos, and turn-by-turn GPS-enabled directions.

The Mayor and Council thanked Mr. Swanson for his presentation and offered various suggestions for the successful re-launch of the application.

5. A REQUEST FOR FEE REIMBURSEMENT OF \$3,000 BY COMPTON UNIFIED SCHOOL DISTRICT FOR STREET VACATION - PORTION OF COCOA STREET BETWEEN ACACIA STREET AND SOUTH OLEANDER AVENUE (ACTION ITEM)

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

Councilmember Sharif spoke in favor of the item, citing that the City must maintain a positive relationship with the Compton Unified School District on behalf of the students, as well as for the benefit of the entire community.

Mayor Brown offered that the City is facing significant financial challenges and is not in a position to waive fees. Mayor Brown further questioned whether the City is legally able to waive this fee and further requested a legal opinion.

City Attorney Brown indicated that Section 6103 of the Government Code cites that public entities are exempt from paying certain fees to other public entities. However, in this instance, this \$3,000 represents an 'application fee,' which is not addressed in this section of the Code.

Councilmember McCoy commented that she has hosted many events on School District property, however, she was never charged a fee. Councilmember McCoy spoke in favor of granting the request, noting that everyone is working on behalf of the residents of Compton.

Councilman Galvan questioned why this item was brought before the City Council, rather than the City Manager using his discretionary funds to approve the item. Councilman Galvan spoke in favor of the item, asserting that this fee is a small investment in the future of Compton's children.

City Manager Cornwell indicated that he does not have a mechanism within his authority to approve the request, adding that 'discretionary funds' can be utilized for expenses, not for the reimbursement of fees.

Mayor Brown commented that the Council must consider the taxpayers of the City in light of the bleak financial situation arising from the coronavirus crisis and added that the Council must be conscientious stewards of the people's money.

Councilmember Chambers concurred with Mayor Brown and added that this City does not have funds to 'give away.'

The request for a Fee Reimbursement of \$3,000 to the Compton Unified School District was approved by the following vote on roll call:

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

COUNCIL COMMENTS

City Clerk Alita Godwin announced that Holy Chapel Missionary Baptist Church, 1016 E. Rosecrans Avenue, Compton will be hosting a VSAP Flex Voting Center beginning October 24, 2020, from 10:00 a.m. until 6:00 p.m. City Clerk Godwin indicated that the Vote Center will be fully equipped to ensure that voters may safely exercise their right to VOTE with all safety precautions and social distancing guidelines in place.

City Clerk Godwin requested that the meeting be adjourned in memory of **Bill Green Sr.**, Uncle of Pastor George Thomas, Holy Chapel Missionary Baptist Church.

Councilmember Chambers offered the following communications/announcements:

- Reminded the community that Compton Youth Build is now an official Voting Center for the November 3, 2020 Presidential Election and early voting begins October 30th.
- Announced that she will be hosting another Food Box Giveaway in conjunction with Omega Psi Phi Fraternity, The Rodney King Foundation, Jasiel Puig and many other community partners on Saturday, October 24, 2020, from 9:00 a.m. until 2:00 p.m. at Gonzales Park, 1101 W. Cressey Street, Compton.
- Reported an additional illegal marijuana dispensary and encouraged the City to continue to aggressively fight to permanently close all of the dispensaries in Compton.
- Urged the City Manager to install speed control bumps on the newly paved streets to deter speeding.
- Requested that the meeting be adjourned in memory of **Lena Bell Campbell**.

Councilmember Galvan offered the following communications/announcements:

- Requested 10 street barricade and 25 street emergency cones to be placed at Centennial High School for the annual Breast Cancer Awareness Walk on Saturday, October 24, 2020.
- Invited the community to attend the Food Box Giveaway at the YAL Center, 700 N. Alameda on Saturday, October 24, 2020 from 7:00 a.m. until 2:00 p.m.
- Requested that the City coordinate with Los Angeles County to abate the homeless encampments on Rosecrans and Gipson, which is in the unincorporated area.

- Suggested that a traffic study be performed at the intersection of Rosecrans and Gipson, in light of the many traffic accidents that have happened at the location.

Councilperson McCoy offered the following communications/announcements:

- Reported graffiti on the 800 block of Laurel and a huge pothole on Cypress and Aprilia.
- Invited the residents to participate in the District 3 Virtual Town Hall Meeting via Zoom and on Channel 36 on October 29, 2020 beginning at 6:00 p.m.
- Invited the community to attend the Halloween Trunk or Treat event in conjunction with the Latino Chamber of Commerce on October 31, 2020 at Burrell MacDonald Park, 1125 E. Caldwell Street beginning at 6:00 p.m.
- Reminded residents that bulky waste items may be picked up from residents by the City by calling: (800) 299-4898 to schedule a pick-up date.
- Requested that the City Manager provide information regarding what is necessary to change the name of Wilmington Avenue to Barack Obama Boulevard.

Councilmember Sharif offered the following communications/announcements:

- Announced that she will be hosting another *Grab and Go* Food Giveaway on October 30, 2020, in conjunction with L.A. City Councilmember Herb Wesson and Charles Drew Child Development Organization, 506 E. Laurel Street, Compton.
- Encouraged the residents to be tested for COVID-19 at Gonzales Park, 1101 S. Cressey, Compton and also urged the community to visit the City's website for further information regarding assistance.
- Announced that she will be hosting a *Virtual* District 4 Town Hall meeting on October 21, 2020 and invited residents to submit their questions and concerns prior to the meeting – special guest will be L. A. County Sheriff Civilian Oversight Commissioner Prescilla Owen.
- Invited the community to join in the *Virtual* Prayer for Our City, hosted by the Clergy Ministries of Compton, streaming live on Facebook on October 22, 2020.
- Requested that the meeting be adjourned in memory of **Kathleen Joyce White Simmons**.

Mayor Brown offered the following communications/announcements:

- Mayor Brown announced that there are 4,259 confirmed cases of the coronavirus in the City to date with 75 fatalities attributed to the virus. Mayor Brown urged the residents to control the spread of the coronavirus by wearing a face mask whenever in public, practicing physical distancing of at least 6 feet, and perform frequent hand washing. Mayor Brown emphasized that the coronavirus pandemic is very serious and deadly and encouraged the residents to remain vigilant and protect themselves and their families from the virus. Please visit: [Comptoncity.org](https://comptoncity.org) to access the Resource Guide to receive vital information regarding food distribution centers and other programs.
- Mayor Brown encouraged Compton residents to get tested for the coronavirus at Gonzales Park, 1101 W. Cressey Street, Compton. The hours of operation are Sunday thru Thursday from 8:00 a.m. until 8:00 p. m, and the location is open to all Los Angeles County residents. Walk-ins are accepted or appointments can be scheduled by visiting: LHI.CARE/COVIDTESTING, or by calling: (888) 634-1123. Mayor Brown encouraged everyone to utilize this free service.
- Mayor Brown thanked everyone involved with the hugely successful ByeCovid and voter registration event.

- Mayor Brown announced that there is an Official Vote Ballot Drop Box in the Compton Library as well as other locations around the City and encouraged everyone to exercise their right and responsibility and ***VOTE*** prior to or on November 3, 2020!

Mayor Brown highlighted The Compton Pledge, which is a landmark, guaranteed income initiative that will distribute recurring cash relief to low-income residents for 2 years, making this program the largest city-based guaranteed income pilot program in the United States.

The idea of guaranteed income (GI) is simple but powerful: unconditional, direct, and continuous cash payments delivered to residents to supplement existing welfare benefits. By ensuring that no individual falls below a defined income floor over time, GI creates a true safety net. It enables families to weather crises and government actors and philanthropists to invest directly in the path towards economic justice and reparations.

Mayor Brown offered that the Compton Pledge will greatly assist many families in need. In addition, a guaranteed income could give people the opportunity to navigate their situation, and provide the resources to go back to school, explore a new career path, spend time with their children, or improve their mental and emotional wellbeing. Supporters, such as Jamarah Hayner, have stated that a guaranteed income helps to address the economic reality of racial injustice and also help to advance a national conversation around the idea of a guaranteed income.

Mayor Brown indicated that she will not be involved with the selection process of the Compton Pledge Initiative, adding that participants will be randomly chosen from a pre-verified group of low-income residents, working in collaboration with national and local community-based organizations. No taxpayer dollars will be utilized for the program, as it is completely funded through private donations. Mayor Brown encouraged everyone to visit: comptonpledge.org for additional information regarding the program.

ADJOURNMENT

On motion by McCoy, seconded by Chambers, the meeting was adjourned in memory of **Lena Bell Campbell, Kathleen Joyce White Simmons** and **Billie Green, Sr.** at 9:06 p.m. by the following vote on roll call:

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

CITY CLERK OF THE CITY OF COMPTON

MAYOR OF THE CITY OF COMPTON

NOVEMBER 3, 2020

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY TREASURER

SUBJECT: INVESTMENT REPORT

In order to comply with the Compton City Charter Section: 701(d) prepare and submit to the City Controller (**The Chief Financial Officer of the City**) monthly written reports of all receipts, disbursements and balances, copies of which shall be filed with the City Manager. To comply with State law and the City's Investment Policy, the attached report accurately reflects all pooled investments held on behalf of the City and the Successor Agency as of September 30, 2020.

The City's Investment objectives in order of priority shall be: **Safety**, which is investing in the highest and best quality securities, **Liquidity**, which can be converted into cash and necessary to meet our cash flow disbursement of the City, and **Yield**, which is earning a higher than market rate of return.

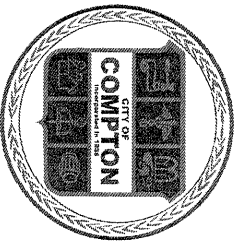
DOUGLAS SANDERS
CITY TREASURER

**CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
SEPTEMBER 30, 2020**

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BAI	2,047,418.24
1001	GENERAL CITY ACCOUNT	BANK OF THE WES	13,308,266.88
1520	MEASURE R	BANK OF THE WES	885,442.53
2000	PROP A	BANK OF THE WES	1,839,310.04
4000	SA GENERAL	BANK OF THE WES	36,639.44
1203	SA LOW COST HOUSING	BANK OF THE WES	928,029.18
2100	PERS	BANK OF THE WES	9,757,592.90
1528	MEASURE M	BANK OF THE WES	143,653.13
2820	FAMILY SELF SUFFICIENCY	BANK OF THE WES	132,998.55
2754-84-8	JTPA - CAREERLINK	BANK OF THE WES	592,715.57
2805	HOME LOAN PROGRAM	BANK OF THE WES	1,478,395.28
2818	SECTION 108 - HUD FUND	BANK OF THE WES	1,856,679.67
5116	BOND SEWER CONSTRUCTION	BANK OF THE WES	8,328.40
6400	LIABILITY	BANK OF THE WES	74,138.01
1001	COC - CHANGE FUND	BANK OF THE WES	593.00
1900	PROP C	BANK OF THE WES	2,446,847.54

**CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
SEPTEMBER 30, 2020**

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
6300	WORKERS COMP	BANK OF THE WES	87,002.06
2820	HOUSING AUTHORITY	BANK OF THE WES	658,089.79
1001	EMERGENCY MEDICAL SERVI	BANK OF THE WES	88,758.56
1061	COPS GRANT WEED AND SEE	BANK OF THE WES	3,997.30
1001	COC PARKING VIOLATIONS	BANK OF THE WES	1,936,991.43
5000	COC UTILITIES BILLINGS	BANK OF THE WES	3,312,153.02



CITY OF COMPTON **Portfolio Management** **Portfolio Summary** **September 30, 2020**

City of Compton
 205 S. Willowbrook Ave.
 Compton, CA 90220
 (310)505-5515

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	100,507,431.26	100,507,431.26	100,507,431.26	99.87	1	1	1.341	1.360
Passbook/Checking Accounts -2	132,998.55	132,998.55	132,998.55	0.13	1	1	0.010	0.010
Investments	100,640,429.81	100,640,429.81	100,640,429.81	100.00%	1	1	1.340	1.358

Total Earnings	September 30 Month Ending	Fiscal Year To Date
Current Year	69,760.36	216,372.81
Average Daily Balance	100,821,465.39	101,969,491.01
Effective Rate of Return	0.84%	0.84%

Under the City Charter Section 701, City Treasurer, The City Treasurer shall be the custodian of all public funds belonging to or under the control of the City, or of any office, department or agency thereof, Section 701(d) Prepare and submit to the CITY CONTROLLER (the CHIEF FINANCIAL OFFICER of the City of COMPTON) monthly written reports of all receipts, disbursements and fund balances, copies of which shall be filed with the City Manager.

This report reflects all pooled investments in conformity with the Investment Policy adopted by the City Council Gov Code 53646(b) (3). The monthly investment report must state the ability of the agency to meet its expenditure requirements for the next six months or provide an explanation as to why sufficient cash funds may or may not be available. The Investment program and future revenue of the City is uncertain as to sufficient cash to meet six months of estimated expenditures. This is due to the COVID-19 OUTBREAK worldwide. The uncertainty of Cities to collect revenues is due to the Executive Order by the Governor of California, which calls for business closures and for people to stay at home until April 19, 2020. As of this report, the Governor softened some restrictions on Counties and Cities if they have met certain criteria, except for the County of Los Angeles, which continues to have high infection rates and hospitalization due to COVID-19. As of September 30, 2020, the 3rd month of the Fiscal Year 2020/2021, the City had a total in the General City Bank account plus LAIF account of \$41.4 million. At the time of this reporting period, the City had \$430,856.00 in large outstanding warrants payable to vendors. On December 20, 2020, the City anticipates to receive tax revenues. On January 2, 2021, the Successor Agency will receive its property Tax Revenue called ROPS. Our PERS balance is \$36.3 million as of the date of this reporting period. The Federal Reserve Bank has reduced rates to 0% or near zero due to the COVID-19 Pandemic. However, the FOMC Chairman has issued over 20 directives to help jump start the economy with a lot of liquidity for future adjustments, as economic conditions are expected to worsen. Also, Congress has passed several bills, over 3 trillion dollars to help businesses and people who are unemployed. In May of this year, Congress passed the HERO ACT, over several trillion dollars for the economy and unemployed workers. However, the Senator to this day has not taken up the bill.

"Recognizing the unprecedented financial disruptions caused by the COVID-19 pandemic, the Federal Reserve conducted a pair of supplemental surveys to monitor changes in the financial well-being of Americans. The first of these surveys was conducted in April, at the onset of the pandemic and before most financial relief efforts were in place. In July, 77 percent of adults said they were doing at least okay financially, up from 72 percent in early April, and 75 percent in October 2019. This increase is likely due to some people returning to work as well as the availability of assistance programs either from the government or from charitable organizations. A substantial number of families received one or more forms of financial assistance, and the effects of these programs were apparent in people's overall financial well-being and ability to cover expenses." The April results were described in the Report on the Economic Well-Being of U.S. Households in 2019, Featuring Supplemental Data from April 2020. The second survey was conducted in July.

At the time of this report, unemployment benefits under the CARE act expired on July 30, 2020, and we have no clue what the effects to the economy this will have. The City is going to lose out on sales tax revenue due to small and medium businesses closing, this is due to the Governor's Executive Order to stay at home because of COVID-19. The City's payment to the Sheriff's Department each month is approximately \$1.9 million and the employee's payroll over \$2 million a month, plus other major expenditures.

Reporting period 09/01/2020-09/30/2020

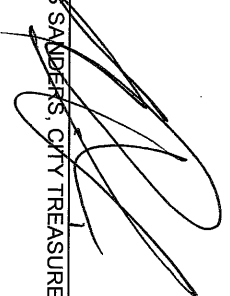
ASSUMPTIONS

The Investment Report represents a specific snapshot in time and it is compared to other market performers during that same period, but not a limit to Local Agency Investment Fund (State of California) and other Treasury term rates. The City uses SymPro portfolio management software for investment calculation results.

The pricing of securities is done by Union Bank and Interactive Data Services. Moody Investor Service rates the State Pool Accounts AAA. Local Agency Investment Fund (LAIF) Pool rates has been trending lower over the last few months. The City continues to monitor the daily LAIF rates.

Treasury Rates as of 9/30/2020

3 month T-Bill @ 0.0920%
6 month T-Bill @ 0.1010%
1 year T-Bill @ 0.1170%



DOUGLAS SANDERS, CITY TREASURER

10-29-2020

Reporting period 09/01/2020-09/30/2020

Run Date: 10/29/2020 - 15:04

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
September 30, 2020

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Local Agency Investment Funds												
6000	6000	General City	29,267,919.28		29,267,919.28	29,267,919.28	29,267,919.28	1.360	1.341	1.360	1	
6007	6007	Successor Agency Gen	29,900,750.65		29,900,750.65	29,900,750.65	29,900,750.65	1.360	1.341	1.360	1	
1203	1206	SA Low Cost Housing	6,001,685.36		6,001,685.36	6,001,685.36	6,001,685.36	1.360	1.341	1.360	1	
6029	6029	Measure R	1,909,986.30		1,909,986.30	1,909,986.30	1,909,986.30	1.360	1.341	1.360	1	
SYS10128	10128	Measure M	1,000,732.33		1,000,732.33	1,000,732.33	1,000,732.33	1.360	1.341	1.360	1	
6019	6019	EDA Revolving Loan	72,911.59		72,911.59	72,911.59	72,911.59	1.360	1.341	1.360	1	
6002	6002	Prop C	1,623,045.65		1,623,045.65	1,623,045.65	1,623,045.65	1.360	1.341	1.360	1	
6030	6030	PROP A	3,189,113.38		3,189,113.38	3,189,113.38	3,189,113.38	1.360	1.341	1.360	1	
2100	6021	PERS	26,637,628.93		26,637,628.93	26,637,628.93	26,637,628.93	1.360	1.341	1.360	1	
6027	6027	River Mountain Conservancy	12,643.59		12,643.59	12,643.59	12,643.59	1.360	1.341	1.360	1	
6003	6003	Sewer Bond Proceeds	891,014.20		891,014.20	891,014.20	891,014.20	1.360	1.341	1.360	1	
	Subtotal and Average		100,507,431.26		100,507,431.26	100,507,431.26	100,507,431.26		1.341	1.360	1	
Passbook/Checking Accounts -2												
5007	5007	Family Self Sufficiency	132,998.55		132,998.55	132,998.55	132,998.55	0.010	0.010	0.010	1	
	Subtotal and Average		132,998.55		132,998.55	132,998.55	132,998.55		0.010	0.010	1	
	Total and Average		100,640,429.81		100,640,429.81	100,640,429.81	100,640,429.81		1.340	1.358	1	

November 3, 2020

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: COMMUNITY IMPROVEMENT SERVICES DEPARTMENT

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
DECLARING CERTAIN CITY-OWNED FIREARMS AS SURPLUS AND
AUTHORIZE THE DESTRUCTION AND DISPOSAL OF THE FIREARMS**

SUMMARY

This resolution proposes to declare certain City-owned firearms as surplus and authorize their destruction and disposal by the Los Angeles County Sheriff Department.

BACKGROUND

On June 12, 2000, the City Council voted to dissolve the Compton Police Department. The City has retained ownership of all City-owned firearms which were originally stored on City property in a gun vault. In 2017 the weapons were transferred to the possession of the Los Angeles County Sheriff Department and have been in storage since that time. The weapons listed in Attachment "A" are deemed surplus and are no longer needed by the Community Improvement Services Department.

STATEMENT OF ISSUE

The City-owned firearms are currently being stored by the Los Angeles County Sheriff's Department for safekeeping. Upon the approval of the City Council, the firearms listed in Attachment "A" will be destroyed and disposed of by the Los Angeles Sheriff Department.

FISCAL IMPACT

There is no fiscal impact with the adoption of this resolution. The Los Angeles County Sheriff Department does not charge a fee for the disposal of weapons.

RECOMMENDATION

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

**ANTHONY WARD, (ACTING) DIRECTOR
COMMUNITY IMPROVEMENT SERVICES DEPARTMENT**

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
DECLARING CERTAIN CITY OWNED FIREARMS AS SURPLUS AND
AUTHORIZE THE DESTRUCTION AND DISPOSAL OF THE FIREARMS**

WHEREAS, on June 12, 2000, the City Council voted to dissolve the Compton Police Department; and

WHEREAS, the City has retained ownership of all City-owned firearms which were originally stored on City property in a gun vault; however, in 2017 the weapons were transferred to the possession of the Los Angeles County Sheriff Department and have been in storage since that time; and

WHEREAS, after review, staff has determined the weapons listed in Attachment “A” are should be deemed surplus and no longer needed by the City; thus the City Manager is requesting to declare the City-owned firearms as surplus and authorize their destruction and disposal.

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

SECTION 1. That the City-owned firearms identified in “Attachment A” are deemed surplus and no longer needed by the City.

SECTION 2. That the City Manager is hereby authorized to give approval to the Los Angeles County Sheriff Department to destroy and dispose of the firearms listed in “Attachment A”.

SECTION 3. That a copy of this Resolution shall be forwarded to the offices of the City Manager, City Clerk, City Controller, the Community Improvement Services Department and the Los Angeles County Sheriff’s 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

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

SHERIFF'S DEPARTMENT
COUNTY OF LOS ANGELES

RECEIPT FOR SEIZED PROPERTY
(Continued)

Page 1 of 7

URN File #: 917-11124-2835-442

Item No	Quan	Description Include kind of article trade name physical description material color etc	Serial No Or identifying Nos	Damage Remarks
1	1	Beretta, Model 96, 40 Caliber Pistol	BER070945M	
2	1	Beretta, Model 96, 40 Caliber Pistol	BER071123M	
3	1	Beretta, Model 96, 40 Caliber Pistol	BER071683M	
4	1	Beretta, Model 96, 40 Caliber Pistol	BER066637M	
5	1	Beretta, Model 96, 40 Caliber Pistol	BER070748M	
6	1	Beretta, Model 96, 40 Caliber Pistol	BER045335	
7	1	Beretta, Model 96, 40 Caliber Pistol	BER070695M	
8	1	Beretta, Model 96, 40 Caliber Pistol	BER070690M	
9	1	Beretta, Model 96, 40 Caliber Pistol	BER044929	
10	1	Beretta, Model 96, 40 Caliber Pistol	BER071674M	
11	1	Beretta, Model 96, 40 Caliber Pistol	BER044932	
12	1	Beretta, Model 96, 40 Caliber Pistol	BER070833M	
13	1	Beretta, Model 96, 40 Caliber Pistol	BER071675M	
14	1	Beretta, Model 96, 40 Caliber Pistol	BER070715M	
15	1	Beretta, Model 96, 40 Caliber Pistol	BER044938	
16	1	Beretta, Model 96, 40 Caliber Pistol	BER044958	
17	1	Beretta, Model 96, 40 Caliber Pistol	BER044949	
18	1	Beretta, Model 96, 40 Caliber Pistol	BER044928	
19	1	Beretta, Model 96, 40 Caliber Pistol	BER066608M	
20	1	Beretta, Model 96, 40 Caliber Pistol	BER044933	
21	1	Beretta, Model 96, 40 Caliber Pistol	BER070883M	
22	1	Beretta, Model 96, 40 Caliber Pistol	BER044972	
23	1	Beretta, Model 96, 40 Caliber Pistol	BER071129M	
24	1	Beretta, Model 96, 40 Caliber Pistol	BER044997	
25	1	Beretta, Model 96, 40 Caliber Pistol	BER071121M	

SHERIFF'S DEPARTMENT
COUNTY OF LOS ANGELES

RECEIPT FOR SEIZED PROPERTY
(Continued)

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URN/File #: 917-1124-2835-442

Item No	Quan	Description: Include kind of article, trade name, physical description, material, color, etc.	Serial No Or Identifying Nos	Damage Remarks
26	1	Beretta, Model 96, 40 Caliber Pistol	BER071066M	
27	1	Beretta, Model 96, 40 Caliber Pistol	BER044979	
28	1	Beretta, Model 96, 40 Caliber Pistol	BER044990	
29	1	Beretta, Model 96, 40 Caliber Pistol	BER045344	
30	1	Beretta, Model 96, 40 Caliber Pistol	BER044947	
31	1	Beretta, Model 96, 40 Caliber Pistol	BER044994	
32	1	Beretta, Model 96, 40 Caliber Pistol	BER044975	
33	1	Beretta, Model 96, 40 Caliber Pistol	BER071120M	
34	1	Beretta, Model 96, 40 Caliber Pistol	BER044937	
35	1	Beretta, Model 96, 40 Caliber Pistol	BER045438	
36	1	Beretta, Model 96, 40 Caliber Pistol	BER070907M	
37	1	Beretta, Model 96, 40 Caliber Pistol	BER044962	
38	1	Beretta, Model 96, 40 Caliber Pistol	BER045334	
39	1	Beretta, Model 96, 40 Caliber Pistol	BER044934	
40	1	Beretta, Model 96, 40 Caliber Pistol	BER045304	
41	1	Beretta, Model 96, 40 Caliber Pistol	BER044944	
42	1	Beretta, Model 96, 40 Caliber Pistol	BER044941	
43	1	Beretta, Model 96, 40 Caliber Pistol	BER044939	
44	1	Beretta, Model 96, 40 Caliber Pistol	BER070947M	
45	1	Beretta, Model 96, 40 Caliber Pistol	BER045331	
46	1	Beretta, Model 96, 40 Caliber Pistol	BER044961	
47	1	Beretta, Model 96, 40 Caliber Pistol	BER045332	
48	1	Beretta, Model 96, 40 Caliber Pistol	BER070719M	
49	1	Beretta, Model 96, 40 Caliber Pistol	BER070876M	
50	1	Beretta, Model 96, 40 Caliber Pistol	BER070946M	

SHERIFF'S DEPARTMENT
COUNTY OF LOS ANGELES

RECEIPT FOR SEIZED PROPERTY
(Continued)

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URN File #: 717-11124-2835-442

Item No	Quan	Description. Include kind of article, trade name, physical description, material, color, etc.	Serial No Or identifying Nos	Damage Remarks
51	1	Beretta, Model 96, 40 Caliber Pistol	BER044927	
52	1	Beretta, Model 96, 40 Caliber Pistol	BER044945	
53	1	Beretta, Model 96, 40 Caliber Pistol	BER045442	
54	1	Beretta, Model 96, 40 Caliber Pistol	BER045341	
55	1	Beretta, Model 96, 40 Caliber Pistol	BER044952	
56	1	Beretta, Model 96, 40 Caliber Pistol	BER045433	
57	1	Beretta, Model 96, 40 Caliber Pistol	BER045432	
58	1	Beretta, Model 96, 40 Caliber Pistol	BER044948	
59	1	Beretta, Model 96, 40 Caliber Pistol	BER044998	
60	1	Beretta, Model 96, 40 Caliber Pistol	BER044940	
61	1	Beretta, Model 96, 40 Caliber Pistol	BER071122M	
62	1	Beretta, Model 96, 40 Caliber Pistol	BER045449	
63	1	Beretta, Model 96, 40 Caliber Pistol	BER070938M	
64	1	Beretta, Model 96, 40 Caliber Pistol	BER044980	
65	1	Beretta, Model 96, 40 Caliber Pistol	BER070856M	
66	1	Beretta, Model 96, 40 Caliber Pistol	BER070999M	
67	1	Beretta, Model 96, 40 Caliber Pistol	BER071124M	
68	1	Beretta, Model 96, 40 Caliber Pistol	BER044996	
69	1	Beretta, Model 96, 40 Caliber Pistol	BER044953	
70	1	Beretta, Model 96, 40 Caliber Pistol	BER044957	
71	1	Beretta, Model 96, 40 Caliber Pistol	BER070963M	
72	1	Beretta, Model 96, 40 Caliber Pistol	BER070914M	
73	1	Glock, Model 23, 40 Caliber Pistol	MBW332	
74	1	Glock, Model 23, 40 Caliber Pistol	MBW334	
75	1	Glock, Model 23, 40 Caliber Pistol	MBW333	

SHERIFF'S DEPARTMENT
COUNTY OF LOS ANGELES

RECEIPT FOR SEIZED PROPERTY

(Continued)

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URN File #: 917-11124-2835-442

Item No	Quan	Description Include kind of article, trade name, physical description, material, color, etc.	Serial No. Or identifying Nos.	Damage Remarks
76	1	Glock, Model 22, 40 Caliber Pistol	LZX388	
77	1	Glock, Model 22, 40 Caliber Pistol	LZY579	
78	1	Glock, Model 22, 40 Caliber Pistol	LZX398	
79	1	Glock, Model 22, 40 Caliber Pistol	LZX391	
80	1	Glock, Model 22, 40 Caliber Pistol	LZY572	
81	1	Glock, Model 22, 40 Caliber Pistol	LZX396	
82	1	Glock, Model 22, 40 Caliber Pistol	LZX395	
83	1	Glock, Model 22, 40 Caliber Pistol	LZY574	
84	1	Glock, Model 17, 9MM Pistol	FP027US	
85	1	Smith & Wesson, Model 15-5, .38 Caliber Revolver	AZL7331	
86	1	Smith & Wesson, Model 15-5, .38 Caliber Revolver	AZF4942	
87	1	Smith & Wesson, Model 15-5, .38 Caliber Revolver	AZF5887	
88	1	Smith & Wesson, Model 15-5, .38 Caliber Revolver	AZJ1482	
89	1	Smith & Wesson, Model 15-3, .38 Caliber Revolver	1K84493	
90	1	Smith & Wesson, Model 586, .357 Caliber Revolver	ACJ0958	
91	1	Smith & Wesson, Model 66-2, .357 Caliber Revolver	AHP3478	
92	1	Colt, 1911 MKIV 80, .45 Caliber Pistol	FG88531	
93	1	Colt, 1911 MKIV 80, .45 Caliber Pistol	FG75945	
94	1	Colt, 1911 MKIV 80, .45 Caliber Pistol	FG82665	
95	1	Colt, 1911 MKIV 70, .45 Caliber Pistol	70G51681	
96	1	Colt, 1911 MKIV 70, .45 Caliber Pistol	48216870	
97	1	Colt, 1911 MKIV 70, .45 Caliber Pistol	70B11127	
98	1	Colt, 1911 MKIV 70, .45 Caliber Pistol	70G50159	
99	1	Colt, 1911 MKIV 70, .45 Caliber Pistol	70G52235	
100	1	Colt, 1911 MKIV 70, .45 Caliber Pistol	70G51661	

SHERIFF'S DEPARTMENT
COUNTY OF LOS ANGELES

RECEIPT FOR SEIZED PROPERTY
(Continued)

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URN File #: 917-11124-2835-442

Item No	Quan	Description Include kind of article, trade name, physical description, material, color, etc.	Serial No Or identifying Nos	Damage Remarks
101	1	Colt, 1911 MKIV 70, .45 Caliber Pistol	70G50069	
102	1	Colt, 1911 MKIV 70, .45 Caliber Pistol	70G52793	
103	1	Colt, 1911 MKIV 70, .45 Caliber Pistol	70G51315	
104	1	Colt, 1911 MKIV 70, .45 Caliber Pistol	70G53415	
105	1	Colt, 1911 MKIV 70, .45 Caliber Pistol	70G49838	
106	1	Winchester Rifle, Model 100, .243 Caliber	139753	
107	1	Winchester Rifle, Model 100, .243 Caliber	141354	
108	1	Winchester Rifle, Model 100, .243 Caliber	141331	
109	1	High Standard Shotgun, 12 Gauge	3218022	
110	1	Remington Shotgun, Model 870, 12 Gauge	224388V	
111	1	Remington Shotgun, Model 870, 12 Gauge	W299868M	
112	1	Remington Shotgun, Model 870, 12 Gauge	W299793M	
113	1	Remington Shotgun, Model 870, 12 Gauge	X246357M	
114	1	Remington Shotgun, Model 870, 12 Gauge	W299757M	
115	1	Remington Shotgun, Model 870, 12 Gauge	X246375M	
116	1	Remington Shotgun, Model 870, 12 Gauge	S041656V	
117	1	Remington Shotgun, Model 870, 12 Gauge	S575228V	
118	1	Remington Shotgun, Model 870, 12 Gauge	W299006M	
119	1	Remington Shotgun, Model 870, 12 Gauge	W294067M	
120	1	Mossberg Shotgun, Model 500, 12 Gauge	L247918	
121	1	Mossberg Shotgun, Model 500, 12 Gauge	L307200	
122	1	Mossberg Shotgun, Model 500, 12 Gauge	L247924	
123	1	Mossberg Shotgun, Model 500, 12 Gauge	L306585	
124	1	Mossberg Shotgun, Model 500, 12 Gauge	L247930	
125	1	Mossberg Shotgun, Model 500, 12 Gauge	L310887	

SHERIFF'S DEPARTMENT
COUNTY OF LOS ANGELES

RECEIPT FOR SEIZED PROPERTY
(Continued)

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URN File #: 917-11124-2835-442

Item No	Quan	Description Include kind of article trade name physical description material color etc	Serial No Or identifying Nos	Damage Remarks
126	1	Mossberg Shotgun, Model 500, 12 Gauge	L247931	
127	1	Mossberg Shotgun, Model 500, 12 Gauge	L307213	
128	1	Mossberg Shotgun, Model 500, 12 Gauge	L307234	
129	1	Mossberg Shotgun, Model 500, 12 Gauge	L310874	
130	1	Mossberg Shotgun, Model 500, 12 Gauge	L247943	
131	1	Mossberg Shotgun, Model 500, 12 Gauge	L247942	
132	1	Mossberg Shotgun, Model 500, 12 Gauge	L307208	
133	1	Mossberg Shotgun, Model 500, 12 Gauge	L247935	
134	1	Mossberg Shotgun, Model 500, 12 Gauge	L247933	
135	1	Mossberg Shotgun, Model 500, 12 Gauge	L306599	
136	1	Mossberg Shotgun, Model 500, 12 Gauge	L201600	
137	1	Mossberg Shotgun, Model 500, 12 Gauge	L306615	
138	1	Mossberg Shotgun, Model 500, 12 Gauge	L160649	
139	1	Mossberg Shotgun, Model 500, 12 Gauge	L160673	
140	1	Mossberg Shotgun, Model 500, 12 Gauge	L247926	
141	1	Mossberg Shotgun, Model 500, 12 Gauge	L306605	
142	1	Mossberg Shotgun, Model 500, 12 Gauge	L306614	
143	1	Mossberg Shotgun, Model 500, 12 Gauge	L247912	
144	1	Mossberg Shotgun, Model 500, 12 Gauge	L306600	
145	1	Mossberg Shotgun, Model 500, 12 Gauge	L306587	
146	1	Mossberg Shotgun, Model 500, 12 Gauge	L247945	
147	1	Mossberg Shotgun, Model 500, 12 Gauge	L307212	
148	1	Mossberg Shotgun, Model 500, 12 Gauge	L307242	
149	1	Mossberg Shotgun, Model 500, 12 Gauge	L247907	
150	1	Mossberg Shotgun, Model 500, 12 Gauge	L247932	

SHERIFF'S DEPARTMENT
COUNTY OF LOS ANGELES

RECEIPT FOR SEIZED PROPERTY
(Continued)

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URN File #: 917-11124-2235-4142

Item No	Quan	Description Include kind of article trade name physical description material color etc	Serial No Or Identifying Nos	Damage/Remarks
151	1	Mossberg Shotgun, Model 500, 12 Gauge	L247939	
152	1	Mossberg Shotgun, Model 500, 12 Gauge	L309556	
153	1	Mossberg Shotgun, Model 500, 12 Gauge	L306588	
154	1	Mossberg Shotgun, Model 500, 12 Gauge	L247913	
155	1	Mossberg Shotgun, Model 500, 12 Gauge	L247937	
156	1	Mossberg Shotgun, Model 500, 12 Gauge	L306602	
157	1	Mossberg Shotgun, Model 500, 12 Gauge	L306596	
158	1	Mossberg Shotgun, Model 500, 12 Gauge	L247946	
159	1	Mossberg Shotgun, Model 500, 12 Gauge	L310878	
160	1	Mossberg Shotgun, Model 500, 12 Gauge	L307225	
161	1	Mossberg Shotgun, Model 500, 12 Gauge	L247944	
162	1	Mossberg Shotgun, Model 500, 12 Gauge	L247899	
163	1	Mossberg Shotgun, Model 500, 12 Gauge	L306623	
164	1	Mossberg Shotgun, Model 500, 12 Gauge	L306601	
165	1	Mossberg Shotgun, Model 500, 12 Gauge	L247936	
166	1	Mossberg Shotgun, Model 500, 12 Gauge	L247929	
167	1	Mossberg Shotgun, Model 500, 12 Gauge	L247915	

November 3, 2020

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: COMPTON MUNICIPAL WATER DEPARTMENT
SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF ZENNER USA AND ESTABLISH A PURCHASE ORDER TO FURNISH AND DELIVER LEAD FREE MULTI-JET OR POSITIVE DISPLACEMENT WATER METERS FOR FISCAL YEARS 2020-2021 AND 2021-2022 (\$123,100.50)

SUMMARY

Adoption of this resolution will authorize the City Manager to accept the bid of Zenner USA and establish a purchase order in the amount of Sixty One Thousand Five Hundred Fifty Dollars and Twenty-Five Cents (\$61,550.25) to furnish and deliver lead free multi-jet or positive displacement water meters during Fiscal Year 2020-2021 and \$61,550.25 for meters furnished and delivered during Fiscal Year 2021-2022.

BACKGROUND

The Compton Municipal Water Department ("Department") is responsible for installing and replacing water meters in the City. The Department must stock meters for daily routine activities and emergencies. The water meters will be stored at the vendor's facility and delivered as needed upon a twenty-four (24) hour notice and the vendor will bill the City after delivery of meters.

Staff solicited bids to furnish and deliver lead free multi-jet or positive displacement water meters for Fiscal Years 2019-2020 through 2021-2022. On June 27, 2019, bids from the following companies were received:

<u>VENDOR</u>	<u>AMOUNT</u>
Zenner USA	\$ 61,550.25
Ferguson Water Works	\$ 83,514.38
S&J Supply Company	\$ 120,202.74

Bids were solicited for three (3) Fiscal Years (2019-20 through 2021-22), but inadvertently, in Fiscal Year 2019-2020, Council documents identified approval was obtained for only Fiscal Year 2019-2020, therefore request is made to authorize a purchase order for the remaining two (2) fiscal years originally intended.

STATEMENT OF THE ISSUE

Zenner USA was the lowest most qualified bidder and has provided services to the City in prior years for the delivery of lead free or positive displacement water meters. The bid amount of \$61,550.25 is a reasonable amount for this service and is intended to lock in a set price for the meters for Fiscal Years 2020-2021 through 2021-2022.

FINANCIAL IMPACT

Funds in the amount of \$61,550.25 (Sixty-One Thousand, Five Hundred and Fifty Dollars and Twenty-Five Cents) are allocated in the Department's Fiscal Year 2020-2021 Budget in Account Number 5000-880-000-4764 for purchases made in Fiscal Year 2020-2021. Funds in the amount of \$61,550.25 will be allocated in the Fiscal Year budget for purchases to be made during that fiscal year.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

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

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF ZENNER USA
AND ESTABLISH A PURCHASE ORDER TO FURNISH AND DELIVER LEAD
FREE MULTI-JET OR POSITIVE DISPLACEMENT WATER METERS FOR
FISCAL YEARS 2020-2021 AND 2021-2022 (\$123,100.50)**

WHEREAS, the Compton Municipal Water Department ("Department") is responsible for installing and replacing water meters in the City and must stock meters for daily routine activities and emergencies; and

WHEREAS, staff solicited bids to furnish and deliver lead free multi-jet or positive displacement water meters for Fiscal Years 2019-2020 through 2021-2022. On June 27, 2019, bids from the following companies were received:

<u>VENDOR</u>	<u>AMOUNT</u>
Zenner USA	\$ 61,550.25
Ferguson Water Works	\$ 83,514.38
S&J Supply Company	\$ 120,202.74

WHEREAS, bids were solicited for three (3) Fiscal Years (2019-20 through 2021-22), but inadvertently, in Fiscal Year 2019-2020, Council documents identified approval was obtained for only Fiscal Year 2019-2020, therefore request is made to authorize a purchase order for the remaining two (2) fiscal years originally intended; and

WHEREAS, Zenner USA was the lowest most qualified bidder and has provided services to the City in prior years for the delivery of lead free or positive displacement water meters; and

WHEREAS, the bid amount of \$61,550.25 is a reasonable amount for this service and is intended to lock in a set price for the meters for Fiscal Years 2020-2021 through 2021-2022; and

WHEREAS, funds in the amount of \$61,550.25 are allocated in the Department's Fiscal Year 2020-2021 Budget for purchases made in Fiscal Year 2020-2021. Funds in the amount of \$61,550.25 will be allocated in the Fiscal Year budget for purchases to be made during that fiscal year.

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

SECTION 1. That the bid for Zenner USA in the amount of Sixty One Thousand Five Hundred Fifty Dollars and Twenty-Five Cents (\$61,550.25) to furnish and deliver lead free multi-jet or positive displacement water meters per year for Fiscal Years 2020-2021 and 2021-2022 is hereby accepted and all other bids are rejected.

SECTION 2. That funds for this expenditure in Fiscal Year 2020-2021 are allocated in the Compton Municipal Water Department's 2020-2021 Fiscal Year Budget in Account Number 5000-880-000-4764. Funds in the amount of \$61,550.25 for expenditures made in Fiscal Year 2021-2022 will be allocated in future City budgets.

SECTION 3. That the City Manager is hereby authorized to establish a purchase order in the amount of \$61,550.25 for Zenner USA.

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

Resolution No. _____
Page 2

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
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:

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

CITY CLERK OF THE CITY OF COMPTON

**COMPTON WATER UTILITY DIVISION
BID SHEET**

LEAD FREE MULTI JET OR POSITIVE DISPLACEMENT METERS

<u>METER SIZE</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Item 1 – 5/8" x 3/4"*	200	\$ 35.00	\$ 7,000.00
Item 2 – 1"*	250	\$ 61.59	\$ 15,397.50
Item 3 – 1-1/2"*	25	\$ 180.40	\$ 4,510.00
Item 4 – 2"*	25	\$ 228.35	\$ 5,708.75
Item 5 – 3"	5	\$ 1,427.22	\$ 7,136.10
Item 6 – 4"	5	\$ 1,762.22	\$ 8,811.10
Item 7 – 6"	1	\$ 3,102.22	\$ 3,102.22
Item 8 – 8"	1	\$ 4,162.22	\$ 4,162.22

Compton Sales Tax @ 10.25%

\$ 5,722.36

It is understood that all work to complete the **Furnishing and Delivering of Water Meters** is the responsibility of the contractor/vendor to whom the bid is awarded.

The water meters must be stored at the vendor's facility and delivered in increments of 100 to 300 meters upon a twenty – four (24) hour notice. ***(These meter are to be lead-free)**

The unit price shown above shall be used as the basis for adjusting the lump sum price due to increases or decreases in quantities. All work for the completion of this project including all applicable **taxes** and **shipping fees** is for the lump sum of:

Sixty-one thousand five hundred fifty dollars and twenty five cents. (\$ 61,550.25).

****All prices quoted shall remain fixed for the entire 2019-2022 Fiscal Years****

*****All quantity are per year*****

DATE June 25, 2019

Zenner Performance Meters Inc (dba Zenner USA) 15280 Addison Rd., Suite 240, Addison TX. 75001 - 888-279-9670

FIRM

ADDRESS

TELEPHONE #

SIGNATURE (AUTHORIZED REPRESENTATIVE)

Bernard Nance, Director of Marketing & Proposal Support

N/A

NAME AND TITLE (PLEASE PRINT)

LICENSE NUMBER

November 3, 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 PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR FIFTY-TWO CONSULTING, INC. TO PROVIDE ON-CALL/DEMAND FOR INFORMATION SYSTEMS ENGINEERING AND SYSTEM MAINTENANCE SERVICES (\$48,000)

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a professional services agreement with and establish a purchase order in the total amount of \$48,000.00 for Hourly Service Fees, for provision of On-Call/Demand Services by Fifty Two Consulting, Inc. on behalf of the City's IT Division for a period of approximately nine (9) months (i.e. October 1, 2020 through June 30, 2021).

BACKGROUND

Due to a unanticipated personnel change in the City's IT Division, there is a continued immediate and vital need for the services of an outside firm with experienced and professional information systems and operations engineer(s) to provide constant assistance and maintenance with issues including, but not limited to On-Call/Demand Services and Remote Network Monitoring, and Management Services.

On September 22, 2020, the City solicited proposals from information systems firms and consultants to provide on-call, systems engineering, and system maintenance support. On September 28, 2020, two (2) written proposals were received from the following firms: Fifty-Two Consulting, Inc., and Gen IX Technology. Furthermore, a request for proposal was sent to APEX, ABTECH Technologies, and Golden Star Technologies but they did not respond. The responding firms described how their firm could serve, support, maintain, and improve the entire City information system infrastructure, while providing quality customer service and quick response times to potential system issues. The proposals were rated on their quality of service as it relates to the City's network and system configuration, and out of the two, Fifty Two Consulting, Inc. ("Fifty Two") was deemed to be best qualified to support the City's need. Fifty Two, which has a history of supporting the City's network and system infrastructure previously, as well as having the best overall quality rating of the two proposals submitted,

was thus chosen by staff for recommending that the City enter into a professional services agreement.

STATEMENT OF THE ISSUE

The City's information systems and system maintenance are vital to the City's operations as the system is utilized by the entire City staff on a daily basis; thus, the information systems engineering and system maintenance need to be monitored around the clock daily to ensure the City's systems are fully functioning and operational. Under the direction of the City Manager's Office, the approved budget provides for funds to engage a qualified systems engineer to work in the interest of the City for information systems improvement, monitoring, and oversight.

FISCAL IMPACT

Funds in the amount of Forty Eight Thousand Dollars (\$48,000.00) for this expenditure are available in the 2020-2021 Fiscal Year budget of the Internal Services Department in Account No. 1001-620-IT0-4269.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL
SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER
FOR FIFTY-TWO CONSULTING, INC. TO PROVIDE ON-CALL/DEMAND FOR
INFORMATION SYSTEMS ENGINEERING AND SYSTEM MAINTENANCE
SERVICES (\$48,000)**

WHEREAS, the City's information systems and system maintenance are vital to the City's operations as the system is utilized by the entire City staff on a daily basis; thus, the information systems engineering and system maintenance need to be monitored around the clock daily to ensure the City's systems are fully functioning and operational; and

WHEREAS, due to a unanticipated personnel change in the City's IT Division, there is a continued immediate and vital need for the services of an outside firm with experienced and professional information systems and operations engineer(s) to provide constant assistance and maintenance with issues including, but not limited to On-Call/Demand Services and Remote Network Monitoring, and Management Services; and

WHEREAS, On September 22, 2020, the City solicited proposals from information systems firms and consultants to provide on-call, systems engineering, and system maintenance support. On September 28, 2020, two (2) written proposals were received from the following firms: Fifty-Two Consulting, Inc., and Gen IX Technology. Furthermore, a request for proposal was sent to APEX, ABTECH Technologies, and Golden Star Technologies but they did not respond; and

WHEREAS, after reviewing the proposals, rated on their quality of service as it relates to the City's network and system configuration, Fifty Two Consulting, Inc. was deemed by staff to be best qualified to support the City's need; and

WHEREAS, funds in the amount of \$48,000.00 for this expenditure are available in the Fiscal Year 2020-2021 annual budget.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON
RESOLVES AS FOLLOWS:**

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to accept the proposal of Fifty-Two Consulting, Inc. and enter into a nine (9) month professional services agreement for the provision of information systems monitoring, oversight, and system maintenance on an on-call/on demand daily basis, effective October 1, 2020 through June 30, 2021.

SECTION 2. That a purchase order in the amount of \$48,000.00 is hereby authorized to be established for Fifty Two Consulting, Inc.

SECTION 3. That funds are available in the Fiscal Year 2020-2021 Budget in Account No. 1001-620-IT0-4269 in the amount of Forty-Eight Thousand Dollars (\$48,000.00).

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

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

ADOPTED this _____ day of _____, 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 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-
ABSTAINS: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

**PROFESSIONAL ENGINEERING AND MAINTENANCE SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
FIFTY TWO CONSULTING, INC.**

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220 and **FIFTY TWO CONSULTING, INC.** (hereinafter referred to as "**CONSULTANT**") located at 15804 Laurel Branch Court, Riverside, California 92503, (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, City has an immediate need to employ the services of a firm with experienced and professional information systems and operations engineer(s) to provide constant assistance and maintenance with issues including, but not limited to on-call/on-demand services and remote network monitoring, and management services; and

WHEREAS, Consultant (Fifty Two Consulting, Inc.) 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 for performing the needed services; 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/on-demand professional and technical expertise and assistance to the City and its IT Division as it relates to the continuing need to monitor and maintain the City's computer systems and to update the systems with various software updates, installs and configure hardware and software, and provide work to remedy intermittent technical problems. Due to the nature of the project, the Consultant shall perform on-call/on-demand for service assignments that include, but are not limited to computer system analysis, design, acquisition, installation, maintenance and troubleshooting in relation to the City's network infrastructure hardware and software, and provide and perform other related services. Specifically, Consultant shall provide the following services and tasks:

Task: Ensure effective operation, performance and security of the technology network

Task: Utilize internet firewalls, router access-control filters, virus scanning, and content filtering proxy servers to minimize/eliminate potential threats to City's computer system; monitor firewall security breaches and document infrastructure; monitor communications circuits to remote locations; and troubleshoot connectivity issues

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Task: Research and recommend network technology and hardware, including data switches for optimum functioning and compliance with current codes and configurations; perform ongoing maintenance and software upgrades; conducts routine and automated backup procedures and regular updates to virus protection and SPAM filtering codes

Task: Administer storage requirements for all systems email accounts; create and maintain email user accounts and mailing lists; check for and install system updates

Task: Respond to needs and inquiries of users; explain IT issues, deploy solutions and follow up with users to assure stability and functionality of users' systems; troubleshoot computers to isolate and diagnose system problems; analyze personal computer and peripherals' functionality; identify, locate, resolve and repair problems, as appropriate

Task: Respond to, investigate and evaluate current Internet security threats

Task: Maintain and enforce all aspects of security integrity and confidentiality of City's records and information

Task: Service Levels:

Service Level Agreement (SLA)			
Priority	Response	Restore	Description
Critical	30 minutes	4 Hours	This is an EMERGENCY condition that significantly restricts the use of a City application, system or network to perform any critical business function. This could mean that several departments are impacted
High	2 Hours	8 Hours	The reported issue may severely restrict use of key devices in the City's network. This could mean that a single department is impacted but the overall network and servers are functioning.
Medium	4 Hours	16 Hours	The reported issue may restrict the use of one or more features of the City's computer systems, but the City business or financial impact is not severe.
Low	24 Hours	48 Hours	The reported anomaly in the system does not substantially restrict the use of one or more features of the product to perform necessary City business functions

As further described in the City's **"Request for Qualifications: On-Call/Demand for Information Systems Engineering and Systems Maintenance Services** and Consultant's response proposal to the **"Request for Qualifications: On-Call/Demand for Information Systems Engineering and Systems Maintenance Services,"** submitted September 28, 2020, both of which are incorporated herein by this reference.

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

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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 demand 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, he or she will be discharged immediately from performing services pursuant to provisions of this Agreement.

Brian Hardy, Managing Partner of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. The Consultant shall commence the services provided for herein on/about October 1, 2020 or Notification to Proceed, whichever occurs first, from the City to Consultant and continue in a diligent and professional manner through June 30, 2021, unless this Agreement is extended or terminated as provided herein.

Consultant will generally adhere to the schedule set forth within Consultant's Proposal or as agreed to 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 fee-for-services basis as specified below and within Consultant's "**Cost/Proposal Pricing**", incorporated herein. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City.

Contract Rates for Billing Services

Service	Amount	Contract Duration	Hours	Total
Hourly Service Fees	\$125	9 Months	384 Hours	\$48,000
Grand Total				\$48,000

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Position	Billing Frequency	Rate
End User (Desktop) Support Specialist	Hourly	\$45.00
Infrastructure Support Specialist	Hourly	\$95.00
Network Engineer	Hourly	\$125.00
Senior Network Architect	Hourly	\$175.00
Project Manager	Hourly	\$95.00
VoIP	Hourly	\$55.00

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.

As full and complete compensation for performance of all the services to be performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **Forty Eight Thousand Dollars (\$48,000.00)**.

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoice(s) for all services completed. Invoice(s) shall be submitted no later than 45 calendar days after the performance of work for which the Contractor is billing. Invoice(s) shall be delivered or mailed to the **City Manager** 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 solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. Independent Contractor Status. Consultant, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), is a wholly independent 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 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 acts, errors and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

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

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

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

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

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 insured's except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

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

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

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

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

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

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

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

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

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

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

Brian E. Hardy, Managing Partner

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 and Trade Secret Information.

25.1 Use of Confidential Information. The Parties may be required to disclose Confidential Information to each other. As such, the Parties shall use Confidential Information solely for the purpose and in the context of the Parties' evaluation of the Project and shall not otherwise use, or authorize the use of, any Confidential Information. Neither Party or any of its officials, employees, sub-contractors, agents or volunteers (hereinafter "Party" or "Parties"), nor any of their respective Representatives, shall have any obligation to disclose any Confidential Information at any time.

25.2 Non-Disclosure of Confidential Information.

(a) Non-Disclosure Without Consent. The Parties acknowledge that the disclosure of any Confidential Information would cause severe adverse personal, business and financial consequences to the Party, including but limited to diversion, loss, dilution or reduction of business or business prospects and adverse publicity. Without the prior written consent of the Party in each instance, or as otherwise specifically permitted by this Agreement, the Parties shall not, at any time or times,

directly or indirectly, disclose or authorize or permit to be disclosed: (i) any Confidential Information; or (ii) any Confidential Information has been made available to, or is in the possession or under the control of the Party. Immediately upon request by either Party, at any time or times, the Parties shall deliver to the requesting Party a complete and accurate list of the names, addresses and telephone numbers of all Persons to whom any copy of, or access to, any Confidential Information has been provided by or on behalf of said Party notwithstanding this Agreement.

(b) Media Disclosure. Without limiting the generality of the foregoing, the Parties shall not, at any time or times, directly or indirectly, act in any way as a source for, contribute to, participate in, encourage, confirm, corroborate or authenticate any news or media report relating to any of the personal or business affairs of the Parties or any Confidential Information including, but not limited to, by way of any book, article, news story, documentary, dramatic or other production, regardless of whether or not favorable to or derogatory of anyone, nor communicate any derogatory, disparaging, inaccurate or otherwise detrimental information of or concerning, or any Confidential Information of the Parties.

(c) Prohibition on Reproduction. The Parties shall not, at any time or times, directly or indirectly, copy, otherwise reproduce, or make any extract or summary of any Confidential Information, or any materials containing or storing any Confidential Information, for any purpose other than the purposes specifically permitted by this Agreement. The Parties shall maintain adequate security measures so that none of the Confidential Information may be disclosed, reproduced, made available or distributed in any manner not otherwise specifically permitted by this Agreement. All media in which any Confidential Information is recorded or stored, and which at any time is within the possession or under the control of the Parties, immediately shall be delivered to the respective Parties upon the termination of the relationship and upon written request of either Party, for any reason, or at any other time, upon request by either Party.

(d) Notice of Demands. If, at any time or times, the Parties are requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other process) to disclose any Confidential Information, the Party shall provide to the other Party immediate written notice thereof so that said Party may seek an appropriate protective order or waive compliance with the applicable provision of this Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, in the written opinion of that Party's legal counsel (delivered to the Party at least fifteen (15) business days prior to any such disclosure), is compelled to disclose any Confidential Information, the Party may disclose only that portion of the Confidential Information that counsel so opines must be disclosed and the Party shall use its utmost best efforts to obtain assurance that confidential treatment shall be accorded to that portion of the Confidential Information being disclosed. In no event shall the Parties, or anyone on behalf of the Parties, oppose, hinder or impair the ability of the Party or any of their respective Representatives, to take any action to obtain a protective order or other assurance satisfactory to said Party, or any of their respective Representatives that confidential treatment shall be accorded to Confidential Information.

25.3 Trade Secret. Consultant agrees that during the course of providing services to the City, Consultant may have access to the City's confidential/trade secret and proprietary information. Consultant understands that all such information is considered to be secret and proprietary to the City and is a valuable commercial asset of the City. Consultant agrees not to make use whatsoever, directly or indirectly, of the City's confidential information for Consultant's personal benefit or for any other person, firm, corporation, or entity. Consultant agrees not to remove such information from the City in any form or medium without the express written permission of the City. Consultant agrees not to reveal, disclose, identify, or otherwise provide this Confidential Information to any other person, firm, corporation, or other entity, including the general public, directly or indirectly. Upon the conclusion of Consultant services to the City, Consultant agrees to return all the City's property and confidential information in Consultant's custody, possession, or control to City.

**Professional Engineering and Maintenance Services Agreement – Fifty Two Consulting, Inc.
Microsoft Exchange Migration Services
City Manager's Office (IT)/Resolution No. _____**

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.

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

29. Notices. Any notices required or permitted under this Agreement shall be effective when delivered in person or via reputable delivery service (e.g. FedEx, etc.); 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:

**Fifty Two Consulting, Inc.
15804 Laurel Branch Court
Riverside, California, 92503
Attn: Brian Hardy, Managing Partner
(310) 344-8063
bhardy@52consulting.com**

To City:

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

**FIFTY TWO CONSULTING, INC.
CONSULTANT**

Dated: _____

By _____
Brian Hardy, Managing Partner

Professional Engineering and Maintenance Services Agreement – Fifty Two Consulting, Inc.
Microsoft Exchange Migration Services
City Manager's Office (IT)/Resolution No. _____

CITY OF COMPTON

Approved by:

Dated: _____

By _____
Craig J. Cornwell, City Manager

Approved as to form:

By _____
Damon M. Brown, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

COMPTON, CALIFORNIA

OFFICE OF THE CITY MANAGER



REQUEST FOR QUALIFICATIONS:

**On-Call / Demand for Information Systems
Engineering and Systems Maintenance Services**

RESPONSE CLOSING DATE:

**September 28, 2020
5:00 P.M.**

CITY OF COMPTON

REQUEST FOR QUALIFICATIONS FOR

ON-CALL/ DEMAND FOR INFORMATION SYSTEMS ENGINEERING & SYSTEM MAINTENANCE SERVICES

The City of Compton, is requesting written responses to a Request for Qualifications (RFQ) from information technology firms with qualified personnel experienced with providing the City's Information Technology (IT) support team with computer network support. IT support includes monitoring and maintaining the City computer systems with various software updates, installs, configures hardware and software, and will work to remedy intermittent technical problems. Because of the nature of the job, on-call and demand for service is a requirement of this engagement.

The assignments include but are not limited to, performs analysis, system design, acquisition, installation, maintenance, and troubleshooting in relation to the City's network infrastructure hardware and software; and performs other related duties. The selected consultant will fulfill a contract for a period ending June 30, 2020, with one-year option extensions.

Written responses to this RFQ will be accepted by the Office of the City Manager, City of Compton, 205 South Willowbrook Avenue, Compton, California, 90220 until 5:00 p.m. on Monday, September 28, 2020, and shall be delivered during the business hours of 7:00 a.m. to 6:00 p.m., Monday through Thursday, except holidays or through email at mhernandez@comptoncity.org.

All submittals are to be submitted bearing the name, address, and telephone number of the individuals or entity submitting the response.

All responses will be reviewed and analyzed by City staff and the proposal which best meets the needs of the City will be selected for further analysis and negotiation. The City of Compton reserves the right to reject any or all proposals submitted. No guarantee is made hereby that any contract will be awarded pursuant to this Request for Proposals, or otherwise. All costs incurred in the preparation of the proposals, in the submission of additional information, and/or in any other aspect of a proposal prior to the award of a written contract will be borne by the respondent.

SUBMITTAL FINAL DUE DATE

To be considered, proposals must be submitted no later than Monday, September 28, 2020 at 5:00 p.m. to City Manager, City of Compton, 205 South Willowbrook Avenue, Compton, California, 90220 or via email to mhernandez@comptoncity.org. The City may extend the deadline at its option. Responses received after that date and time will not be considered. Responses shall be considered firm offers to provide the services described for a period of ninety (90) days from the time of submittal.

During this period of restricted contact, any attempt by a proposing firm, its representative or agent to contact, lobby, or make a representation to a member of the City Council, or any other official, employee, or agent of the City will be grounds for disqualification.



CITY OF COMPTON
RFQ: ON-CALL/ DEMAND FOR INFORMATION SYSTEMS ENGINEERING & SYSTEM
MAINTENANCE SERVICES

Dear Professional Service Firms/Consultants:

The City of Compton, hereinafter referred to as "City", is requesting written responses from information technology firms, hereinafter referred to as "Contractor", with qualified personnel experienced with providing the City's Information Technology (IT) support team with computer network support for ensuring the City technology runs smoothly. IT support includes monitoring and maintaining the City computer systems with various software updates, installs, and configures hardware and software, and will work to remedy intermittent technical problems. Because of the nature of the job, on-call and demand for service is a requirement of this contractor engagement.

POINT OF CONTACT

Mario Hernandez, Budget Officer, will be the City of Compton point of contact for this contract. Written responses and all inquiries relating to this RFQ shall be submitted to Mario Hernandez at the e-mail address shown below, and for telephone inquiries, call (310) 605-5585. E-mail inquiries may be directed to mhernandez@comptoncity.org.

I. BACKGROUND AND PROJECT DESCRIPTION

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The City of Compton, hereinafter referred to as "City", is requesting written responses to this RFQ from experienced information technology firms and consultants, hereinafter referred to as "Contractor", with qualified personnel experienced with providing the City Information Technology (IT) support team toward maintaining the City's computer networks for ensuring the City technology runs smoothly. IT support includes monitoring and maintaining the City computer systems with various software updates, installs, and configures hardware and software, and solves technical problems. Because of the nature of the job, on-call and demand for service will be required to fulfill the proposed contract.

B. OBJECTIVES AND DESCRIPTION

The objective of this project is to assist the City on an "as-needed basis" with ongoing computer network support that will:

1. Ensure the effective operation, performance, and security of the technology network.
11. Utilize internet firewalls, router access-control filters, virus scanning, and content filtering proxy servers to minimize/eliminate potential threats to the City's computer system; monitors firewall security breaches and documents this information to prevent additional intrusions to the infrastructure; monitors communications circuits to remote locations and troubleshoots connectivity issues,
111. Research and recommend network technology and hardware including data switches for optimum functioning and compliance with current codes and configurations; performs ongoing maintenance and software upgrades; conducts routine and automated backup procedures and regular updates to virus protection and **SPAM** filtering codes,
- v. Administer the storage requirements for all system email accounts; creates and maintains email user accounts and mailing lists; checks for and installs system updates,

CITY OF COMPTON

**RFQ: ON-CALL/ DEMAND FOR INFORMATION SYSTEMS ENGINEERING & SYSTEM
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- viii. Maintain and enforce all aspects of security integrity and confidentiality of the City's records and information.

C. MINIMUM QUALIFICATIONS

Please note that responses to this RFQ are sought only from experienced information technology firms that have worked with governmental agencies. The selected contractor must possess knowledge and skills related to:

- 1. Municipal organizations, operations, policies and procedures,
- ii. Municipal Agency Codes, Ordinances, and Standard Operating Procedures,
- iii. Network systems scripting languages, administration processes and procedures,
- iv. Email systems and wireless networking,
- v. Ensuring the effective operation, accessibility, and security of technology networks and virus filters,
- vi. Designing/installing servers, networks, and computer hardware and software,
- vii. Conducting network maintenance and troubleshooting technology issues, and
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II. SCOPE OF WORK

A. PRELIMINARY SCOPE OF WORK

The preliminary scope of work is to provide support to the City's Information Technology (IT) staff with monitoring and maintaining the City computer systems with various software updates, installs, and configures hardware and

PERIOD OF PERFORMANCE

Beginning October 2020 through June 2021. At the City's sole option, the Preliminary Scope of Work as described may be extended for two additional one-year periods for fiscal years July through June 2021- 2022, and July through June, 2022- 2023.

B. COMPENSATION

The City expects that compensation for services listed in the Preliminary Scope of Work **shall be based on billable hours**. Monthly invoices will be paid by the City within 30 days upon receipt. The contract is an "as-needed" service contract, with an option for two subsequent year annual renewals.

III. RESPONSE FORMAT AND SUBMISSION DATE

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COMPTON, CALIFORNIA

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Request For Qualifications

On-Call/Demand for Information Systems Engineering and System Maintenance Services

September 28, 2020

Prepared for City of Compton by:

Original



FIFTYTWO CONSULTING, INC.

RESTRICTION ON DISCLOSURE AND USE OF DATA

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained on pages marked:

“USE OR DISCLOSURE OF PROPOSAL DATA IS SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL.”



1 Title Page

On-Call/Demand for Information Systems Engineering and System Maintenance Services

September 28, 2020

CITY OF COMPTON

Mario Hernandez
Office of City Manager
City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220
Email: mhernandez@comptoncity.org
Phone: (310) 605-5585

Fifty Two Consulting, Inc. (FTC)

Brian E. Hardy
Managing Principal
Fifty Two Consulting, Inc.
Email: bhardy@52consulting.com
Phone: (310) 344-8063

Revision History			
Revision	Date	Author	Description
1.0	09-25-20	B. Hardy	Request for Qualifications

Confidentiality Statement

The information contained herein is for the exclusive use of Fifty Two Consulting (FTC) and the City of Compton for the purposes stated in this Request For Qualifications. This information is not to be made available to any third party without the expressed written permission of FTC and should be considered Confidential.

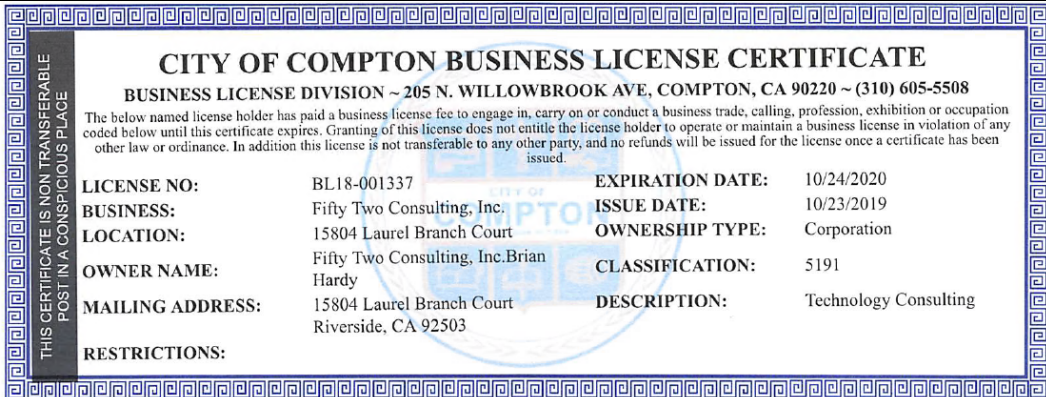


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3 Company/Firm Information

Business Name	Fifty Two Consulting, Inc.
DBA	52 Consulting; FTC
EIN	27-3196763
City of Compton Business License	

3.1 About Our Executive & Management Team

- Brian E. Hardy
 - Managing Principal
 - Over 25 years managing an SBA certified Small Business focused on developing Technology solutions in the Security space. Clients included Raytheon Corporation, DoD, DoE, and Toyota.
- Rosalind Pennington
 - Executive VP
 - Over 25 years managing telecommunications initiatives for Visa, Yahoo and SBC
- Shirley Franklin
 - Executive VP / Human Resources
 - Over 25 years managing Human Resources for clients such as Chase, FAA and DoD

3.2 Best Value

Because our team is familiar with the City of Compton and is providing very similar services to other government agencies, Team FTC is confident that we can provide significant value to the City of Compton from day 1. Team FTC has the skilled resources needed to meet all the requirements. The comprehensive skill sets possessed by our team members lead to a competitive pricing model that is reasonable and fair for the level of effort required. The depth and flexibility of our team also enhances our ability to respond quickly to any requests that the City of Compton may require on a daily basis. Furthermore, because Team FTC is well acquainted with the City's infrastructure, we are creative and flexible in providing solutions to unanticipated requirements and challenges.



3.3 Conclusion

FTC, with its depth of experience, can provide these services in a coordinated and non-disruptive manner by employing a 100% 'customer focused' approach that is successful in managing exceptions and meeting all the requirements of this engagement. We look forward to working with the City of Compton and bring an IT industry leadership along with strong experience that will enable us to meet your business needs and support your business vision.

4 Objectives

4.1 Objectives and Description

Ensure the effective operation, performance, and security of the technology network

FTC understands and agrees to this requirement.

Utilize internet firewalls, router access-control filters, virus scanning, and content filtering proxy servers to minimize/eliminate potential threats to the City's computer system; monitors firewall security breaches and documents this information to prevent additional intrusions to the infrastructure; monitors communications circuits to remote locations and troubleshoots connectivity issues

FTC understands and agrees to this requirement.

Research and recommend network technology and hardware including data switches for optimum functioning and compliance with current codes and configurations; performs ongoing maintenance and software upgrades; conducts routine and automated backup procedures and regular updates to virus protection and SPAM filtering codes

FTC understands and agrees to this requirement.

Administer the storage requirements for all system email accounts; creates and maintains email user accounts and mailing lists; checks for and installs system updates

FTC understands and agrees to this requirement.

Respond to the needs and inquiries of users; explain IT issues, deploy solutions, and follow up with users to assure the stability and functionality of the users' systems; troubleshoots computers to isolate and diagnose system problems; analyze personal computer and peripherals' functionality; identify, locate, resolve and repair problems, as appropriate

FTC understands and agrees to this requirement.

Respond to, investigate, and evaluate current Internet security threats

FTC understands and agrees to this requirement.

Maintain and enforce all aspects of security integrity and confidentiality of the City's records and information

FTC understands and agrees to this requirement.



5 Qualifications and References

5.1 City of Compton Minimum Qualifications

<u>City Requirement</u>	<u>FTC Response</u>
<i>The selected contractor must possess knowledge and skills related to:</i>	
Municipal organizations, operations, policies and procedures	FTC has worked with various Municipal organizations such as the City of Los Angeles, the City of Compton, the City of Memphis along with many other county, state and federal agencies. As such we bring a diverse knowledge of common operations, policies and procedures.
Municipal Agency Codes, Ordinances, and Standard Operating Procedures	FTC has worked with various Municipal organizations such as the City of Los Angeles, the City of Compton, the City of Memphis, along with many other county, state and federal agencies. As such we bring a diverse knowledge of common municipal agency codes, ordinances and standard operating procedures.
Network systems scripting languages, administration processes and procedures	FTC has over 30 years of knowledge within the networking world including creating scripts for routers, switches, servers (powershell, python, etc.).
Email systems and wireless networking	FTC has been supporting email and wireless systems since its inception, including development of wireless backhaul strategies, common wireless networks, wireless network interference and remediation, wireless security and protection. Email systems are also supported including design and troubleshooting of Microsoft and Google systems, common email topology protocols and mail filtering and assurance systems.
Ensuring the effective operation, accessibility, and security of technology	FTC has a wealth of experience in securing and mitigating strategies for combating malware and



networks and virus filters	viruses, along with mitigating exposure to hacking events and ransomware.
Designing/installing servers, networks, and computer hardware and software	FTC has been designing and installing servers, networks and overall technology platforms since our beginning. We have developed technology lifecycle roadmaps, strategic roadmaps and security roadmaps for many customers.
Conducting network maintenance and troubleshooting technology issues	FTC is well versed at network maintenance and management. We believe in patching systems, performing routine maintenance in order to prevent extended downtime. Several tools are used to predict impacts if systems are unpatched to help weigh the risk / reward for network maintenance and scheduled downtime versus forced downtime.
Computer and telecommunications operating systems	FTC is very knowledge able of all computer and telecommunications systems. We typically receiving training from manufacturers on new/bleeding edge technologies along with product roadmaps to help steer our clients in the right direction.

5.2 Qualifying Experience

Team FTC brings a wealth of experience to the City of Compton. Our team has enjoyed a long history with the City and can draw upon many successes and lessons learned from multiple engagements within the City. Our team has demonstrated the ability to successfully execute national, large-scale deployments and our proven experience will minimize the City's risks and enable the team to execute a successful project. We look forward to working with the City to meet the aggressive budget challenges that have been passed down to the Department.

We understand the importance of this engagement and in delivering mission critical performance and programs to the City. Our team brings a strong set of diverse skills to this project that will enable us to deliver not only Technology but education, customer service, and improved customer satisfaction in a timely basis. We feel confident saying our team is more knowledgeable and has more experience with both the Legacy City of Compton network and current Technology than any other vendor

Our management and technical personnel certifications are listed below, but not limited to:

PMP	PMI
ITIL v3	ITIL
RAD Methodology	CE4RT.COM
ISO 9001	ISO
LEAN 6 SIGMA – Green Belt	SIGMA 6
BICSI Member	BICSI
Various Certifications	Cisco
Various Certifications	Microsoft

5.3 City of Compton Project References

FTC has worked with the City of Compton on the following projects either directly or indirectly:

- Microsoft Exchange 2007 – 2019 Migration
- Meraki Core Upgrade Project
 - Firewall Replacement
 - Core Switch Replacement
- Ubiquiti Point to Point Wireless Project (Advisor)
- Microsoft Virtualization (Advisor)
- Sendio Email Filtering Services
- VoIP Migration (Advisor)
- AT&T MPLS Network (Advisor)



5.4 Key Personnel

5.4.1 Brian E. Hardy – Sr. Network Architect

Mr. Hardy will be responsible for the Design, Planning and Implementation of all network solutions including overall Management of Project Management and Network Professional Services personnel.

- Past Experience (Customers) Worked Extensively with customers such as . . .
 - City of Compton, Toyota, Raytheon Corporation, Northrop Grumman Corporation, Sempra Energy, Motorola, Freescale Semi-Conductors, Marriott, Holiday Inn, Hyatt, Shell, EDS/HP, IBM, CSC, City of Los Angeles, County of Los Angeles, City of Memphis, USDA, DoT, Treasury Department, DoE and DoD
- Past Experience (General)
 - Over 25 years of experience in the IT Network, Systems, and Security marketplace
 - Management of network solutions and implementations for over 75 Schools or educational institutions
 - Management and implementations of the network and IT solutions for over 300 customers nation-wide
 - Holds a government Top Secret clearance
- Past Experience (Management)
 - COO for IT Services Company for 25 years
 - Employed and managed over 500 employees in 40 states
 - Hands-On management and involvement when needed
 - Negotiated professional services contracts including performance based contracting and service level agreements
- Technical Proficiencies
 - VPN access utilizing Cisco (Meraki) VPN solutions
 - Network assessment & recommendations
 - Security Assessments
 - Routing protocols such as EIGRP, OSPF, BGP
 - Segmentation of the network (VLAN) to isolate and route Voice and Data utilizing QoS
 - Implementation of RADIUS to integrate with several management devices such as switches, routers and WLAN authentication
 - Migration strategies for 10gb, 40GB and 100GB
 - Design and installation of networks utilizing Cisco, HP and Extreme managed switches and routers
 - Designed, Installed and Maintained several hospitality & enterprise networks including Passive Optical Lan and associated devices such as Wireless, Access Control, Surveillance, VoIP, PoE lighting, etc.
 - Introduction of new technologies
 - Tablet computing
 - Interactive white boards
 - Passive Optical LAN
 - PoE Lighting
 - Wireless Point to Point Backhauls



5.4.2 David Fagel – Server Support (as needed)

David C. Fagel

Specialties: Network Infrastructure, Network Management, Security

SUMMARY

Experienced Network Engineer and Infrastructure Architect, proficient in design, implementation, maintenance, and upgrade design. Experienced in multiple industries within the private and public sector and technology organizations. Technical aptitude includes virtualization, servers, networks, operating systems, storage area networks, telephony and security systems.

CERTIFICATIONS AND TRAINING

- Acronis ASP 11.5/Acronis Sales Professional
- Introduction to Cisco Data Center Networking (DCIN)
- VMW-O&S: VMware vSphere: Optimize & Scale
- VMW-ICMS.5 ~VMware vSphere 5.5: Install, Configure, and Manage 5.5
- CISCO VoIP Unity Express Voice Mail
- Citrix CTX-1259 Citrix Presentation Server 4.5: Administration
- Anti-Hacking: Understanding the Hacker (Ethical Hacker and Network Defense)
- Introduction & Intermediate Voice Over IP
- PSTN vs. VoIP, Enterprise telephony/basic telephony signaling/VoIP Technology.
- Authorized Cisco Networking Academy
- CCNP 1 training, Building Scalable Internetworks
- Microsoft course #2277 administration/ configuration/management & trouble shooting of Windows Server 2003 Network Infrastructure
- CWNA (Certified Wireless Network Administrator course)
- Foundation level for wireless LAN
- Reporting in Microsoft Dynamics AX (80318)
- Microsoft course #2209 Manage/Maintain Microsoft Sever 2003
- Microsoft Course #2210 Update System Engineer Skills Sever 2003
- Wireless/SOHO SECURITY
- Wireless/BUS SECURITY Secure Access to corporate applications
- CISCO CCNA Training Program
- WAN Communication
- CISCO CCDA, Network Design,
- CISCO Router Configuration

NOTABLE EXPERIENCE

Mid-Size National Education Technology and Print Resources Company

Generated a \$500K client savings by managing the IT portion of a corporate headquarter relocation project.

- Maintained responsibility for planning and directing all IT move related activities. Saved \$75K by performing the bulk of the activities and judiciously limiting sub-contracted services. Negotiated voice and data service provider contracts involving early service termination and switching service providers, resulting in a \$300K savings. Coordinated scheduling of voice, data and MPLS services and electrical panel, cabling and A/C installations with vendors. Saved \$5K in procurement and labor costs by designing and constructing the new

David C. Fagel

infrastructure main distribution facility. Prepped, transported, installed and tested all equipment and systems operations at new office. Inventoried and liquidated decommissioned assets for \$120K.

- Moved, installed and tested the following 1) operating system hardware: IBM AS-400, Linux e-Commerce, Microsoft Dynamics AX 2012 R2 (back up 11/30/15), NetSuite and CRM; 2) network infrastructure hardware: intranet and internally developed CRM, LAN/WAN/WiFi, phones, fax, printers; and 3) applications: e-Quantum procurement management, Microsoft Office 365 running on Windows 10 (including migrating 50 Outlook users), SharePoint and OneDrive.

Mid-Size National Education Technology and Print Resources Company

Saved the company \$200K in externally contracted service fees by serving as primary team member responsible for successfully implementing two major IT corporate directives.

- Assisted in researching, planning and engineering a physical to virtualized corporate-wide server migration initiative, followed by an infrastructure switch project. Performed successive activities for both projects at 3 separate corporate locations.
- For the server migration, decommissioned all physical Microsoft 2003/2008 and Linux Red Hat servers, including Hyper-V 2008 (22). Installed, tested and launched the new environment, consisting of VM Ware 5.5 (6.), Cisco 5108 Blade Center, Cisco San Fabric 6448 and EMC VNX 5300. For the switch project, decommissioned all Dell switches, Cisco Plix 501 firewalls and Tripp-lite desktop UPS's. Installed and tested core layer 3 HP 5500 HA switches and Cisco ASA 5515X firewalls.

Large International Hospitality Corporation

US Region IT Team lead, successfully completing cold fire audit remediation within 1 year for a PCI DSS V2 enterprise system, encompassing 15 nationwide hotels and 1000+ user.

- Planned, coordinated, installed, tested and integrated solutions, mitigating over 100 high level and sub-category windows and network deficiencies.
- Upgraded the server to VM Ware 4.0 and increased storage capacity. Installed a Great Plains POS system upgrade. Installed Symantec anti-virus and Critical System security. Maintained accountability for operating system patch management. Implemented Avaya Office VoIP system.

ADDITIONAL EXPERIENCE

Mid-Size National Education Technology and Print Resources Company

Currently saving the company \$375K in annual internal IT salary expense by serving as the sole contracted IT resource, responsible for all infrastructure and systems maintenance and support for multiple nationwide locations.

- Provides daily support for all infrastructure and distributed systems activity and outages. Performs server patch management. Facilitates corporate backup and business continuance strategies. Provides server support for the current NetSuite enterprise system (including support for the initial Microsoft Dynamics AX 2012 system server, recently converted to NetSuite, and post go-live Outlook integration and training). Serves as IT change management and new technology implementation agent. Currently in process with implementing a new phone system. Past responsibilities included 1) implementing a cloud cost management tool for corporate management and finance visibility, with integrated budget alerts, custom dashboards, report generation and automated notifications; 2) completing a corporate email transition from Gmail to Office 365 (producing a saving of over \$100K from the original on premise exchange proposal); and 3) supporting a Hippa initiative for new processes and vendor proof of concepts related to network and server infrastructures.
- Manages, supports, and oversees the Microsoft AZURE virtual server environments and business continuity processes. Experienced with both physical & virtual environments, with a solid understanding of VMware vSphere and Microsoft Hyper-V. Proficient with Microsoft Windows 2003, 2008R2 and 2012 servers, and administering EMC SAN storage. Utilizes Autotask for remote monitoring/management. Skilled with active directory, group policy, TCP/IP, DNS and DHCP. Experienced with Acronis, Datto and Veeam for disaster recovery/business continuance data protection. Designed and maintains endpoint security solutions, including standard product selection and developing common techniques to meet business requirements; developing and maintaining policies, procedures and standards for endpoint security solution build outs; and maintaining overall endpoint security strategy, mechanisms for policy enforcement, definition of ownership, monitoring mechanisms, and process controls for effectively mitigating risks/threats. Demonstrated administration, implementation, migration and trouble-shooting expertise with Microsoft Office 365, Skype and Exchange, including core

David C. Fagel

elements: active directory, DNS, high availability and disaster recovery configurations, Mailflow and connectors, Outlook client configuration, Powershell, SMTP and SSL/TLS. Experienced with Cisco VPN/SEC/SSL, using Cisco ASA 5515x for firewall protection. Served as a business and technical product expert for Cisco 2901, managing MPLS, and planning/executing the overall product lifecycle. Analyzes, configures and trouble-shoots core, distribution and access layers HP ComwVault 5500H switches. Uses Cisco's layer 2 switching platform knowledge (e.g. system architecture, switching and forwarding issues) in catalyst switches C6500, C3500, C2900 and other layer 2/3 devices. Strong proven record in routing/switching/wireless design and implementation in a Cisco environment. Developed and maintains the core network configuration to the highest level of granularity for a wireless controller environment, leveraging Cisco model 2700 access points.

Large International Hospitality Corporation

Saved the company \$225K in internal IT salary expense, as acting IT team lead and primary resource, responsible for implementing and maintaining the US network infrastructure for the company.

- Resolved client's business network pain points through research, network installation/customization, administration and network management support. Provided on-call operational level support for network issues (LAN/WAN/VLAN/VoIP/VPN and network security) and interfaced with vendors for resolution. Researched, tested proof of concepts and presented recommendations for emerging technologies to management, including Cisco Nexus/UCS. Provided architecture and design for data center and site deployments.
- Maintained both physical & virtual environments, with a solid understanding of VMware vSphere and Microsoft Hyper-V. Proficient with Microsoft Windows 2003, 2008R2 and 2012 servers, and administering Compellent ISCI storage. Utilized Kaseya for remote monitoring/management. Skilled with active directory, group policy, TCP/IP, DNS and DHCP. Used Symantec Backup/Exec for disaster recovery/business continuance data protection. Designed and maintained Symantec Critical System Protection/Symantec Endpoint Protection 12.1 endpoint security solutions, including standard product selection and developing common techniques to meet business requirements; developing and maintaining policies, procedures and standards for endpoint security solution build outs; and maintaining overall endpoint security strategy, mechanisms for policy enforcement, definition of ownership, monitoring mechanisms, and process controls for effectively mitigating risks/threats. Demonstrated administration, implementation, migration and trouble-shooting expertise with Microsoft Office 365, Skype and Exchange, including core elements: active directory, DNS, high availability and disaster recovery configurations, Mailflow and connectors, Outlook client configuration, Powershell, SMTP, SSL/TLS. Experienced with Proprietary VPN/SEC/SSL, having used Sonic Wall TZW 4500/5500 for firewall protection. Served as both a business and technical product liaison, managing site to site connectivity, and planning/executing the overall product lifecycle. Analyzed, configured and trouble-shot core, distribution and access layers Dell Poweredge switches. Used layer 2 switching platform knowledge (e.g. system architecture, switching and forwarding issues) in catalyst switches C6500, C3500, C2900 and other layer 2/3 devices. Strong proven record in routing/switching/wireless design and implementation in an Aruba environment. Developed and maintained the core network configuration to the highest level of granularity for a wireless controller environment, leveraging Aruba model 105 poe access points.

Small Healthcare Technology Company

Saved the company \$200K annually, as Net Engineer/Team Lead, maintaining the flexibility to work both full-time day shift hours plus the overnight hours necessary to accommodate communications with overseas developers.

- Managed uptime, responsiveness and stability of both customer-facing and internal operation servers. Provided server farm implementation, administration and technical support. Monitored SAS70 and Hippa IT policy/procedure compliance. Created technical documentation, standard operating procedures, workflows and project materials. Acted as communications liaison for collecting client business requirements and translating them to stakeholders and vendors. Evaluated, recommended and implemented security systems/procedures. Assisted in planning and performing system upgrades, performance tuning, capacity upgrades and disaster recovery. Identified user needs and assisted with planning server architecture.
- Maintained both physical & virtual environments, with a solid understanding of VMware vSphere. Proficient with Microsoft Windows 2008R2 and administering NetApp NAS storage. Utilized FireSCOPE Dash Unity/Comply CMDB for remote monitoring/management. Skilled with active directory, group policy, TCP/IP, DNS and DHCP. Used Symantec Backup Exec for disaster recovery/business continuance data protection. Designed and maintained endpoint security solutions, including standard product selection and developing common techniques to meet business requirements; developing and maintaining policies, procedures and standards for endpoint security solution build outs; and maintaining overall endpoint security strategy, mechanisms for policy enforcement, definition of ownership, monitoring mechanisms, and process

David C. Fagel

controls for effectively mitigating risks/threats. Demonstrated administration, implementation and migration expertise with Microsoft Business Productivity Online Services (BPOS) and Exchange, including core elements: active directory, DNS, high availability and disaster recovery configurations, Mailflow and connectors, Outlook client configuration, Powershell, SMTP and SSL/TLS. Experienced with VPN/SEC/SSL tunnels, and served as a business and technical product expert for Cisco 5510, planning/executing the overall product lifecycle. Analyzed, configured and trouble-shot core, distribution and access layers Cisco catalyst switches. Used Cisco's layer 2 switching platform knowledge (e.g. system architecture, switching and forwarding issues) in catalyst switches C6500, C3500, C2900 and other layer 2/3 devices. Strong proven record in routing/switching/wireless design and implementation in a Cisco environment. Developed and maintains the core network configuration to the highest level of granularity for Cisco 3750 Series integrated Wireless LAN controller environment, leveraging Cisco access points. Implemented Cisco Call Manager Express phone system, including deployment, integration and testing of Cisco UC-voice Infrastructure, delivery/service assurance systems, VOIP and UC peripherals. Provided recommendations and guidance for system migrations, service launches and advanced troubleshooting for initiatives, including H323, SIP and SCCP gateway.

PROFESSIONAL EDUCATION

- Bachelor of Science, Data Communication Systems Technology, ITT Technical Institute (GPA 3.81 - Class Valedictorian)
- Associates Degree, Coastline Community College
- Network Technology Diploma, United Education Institute (Class Valedictorian, Three-Time Recipient Director's Award)
- Certificate in Architecture, Golden West College



5.4.3 Rosalind Pennington – Project Management/Technical Writing (As needed)

Rosalind Pennington

Senior Technical Program Manager

Specialties: Technical Program / Project Management

SUMMARY

For over 25 years, Ms. Pennington has worked in the IT industry working as an application programmer, system, network and security engineer for major corporations and small businesses. Ms. Pennington has also provided technical and/or project management services. Numerous recognitions, awards and promotions have been received for her "Make It Happen" attitude and her timely, successful deliverable of requirements in support of a company's strategic/tactical planning and implementation. Her most notable accomplishment was her design and implementation of the settlement solution for the debit cards which was implemented at the 1996 Olympics. Implemented and supported the network during the 1996 Olympics. The network principles and processes designed for the debit card are still in use today and is the intellectual property of Visa International

CERTIFICATIONS AND TRAINING

SECURITY CLEARANCE

Department of Defense (DOD) Secret Clearance

Certifications

- ITIL V3
- ISO 9001
- Project Management (PMI Institute)
- CCNA (Cisco Certified Network Associate)
- CCDA (Cisco Certified Design Associate)

PROFESSIONAL EDUCATION

- University of Missouri-Columbia
- Southwest College – Los Angeles
- University of California Los Angeles (UCLA)

NOTABLE EXPERIENCE

Program/Project Manager / Technical Writing

2012 - Present

- Santa Fe Public School System – **Senior Project Manager/Technical Writer – May 2015 – Present**
 - Project manager for the planning and implementation for the new schools IT implementations
 - Technical writing of Internal Processes for Departments
- Covered California – **Entity, Enrollment Counselor – October 2013 – Present**
 - User of the initial system and provided input on system process improvements for 2014 enrollments
- Urban Media Foundation – **Technical Project Management Services – July 2014 – December 2014**
 - Program manager for the Website design, implementation and office network setup
- Santa Fe Public School System – **Senior Project Manager – April 2014 – June 2014**
 - Project manager for the planning and implementation for the new schools IT implementations
- Golden State Water Company – **Technical Writer – January 2014 – March 2019**
 - Worked with IT to produce the annual report for the CPUC; Implemented IT solution for 2015 report; documented IT solutions for their annual report
- Red River Enterprises – **Technical Project Management Services - March 2012 – December 2013**
 - Project Manager for the design, developed, implemented and integrated the network, systems and applications for the 3 businesses owned by Red River Enterprises. Developed Operational processes to meet the approved requirements.

CC-OPS, Inc. Culver City, CA

2008 - 2012

- Technical Project Management & Transition Manager
 - Account liaison between CSC/Raytheon in support of the desktop support contract. Worked with Business Unit Execs, HR, and other Framework leads to coordinate the transition of personnel and responsibilities to Service Provider. Provide technical input and support for the implementation of the Remedy Ticket System. Document department processes (Sales, HR, Professional Services, Service Delivery and Accounting) for the Senior Management team.
- Senior Vice President of Technical Operations
 - Manage 5 directors, 15 managers and 300 employees in the business development, implementation of network designs, implementations, and support for government and private corporations' contracts.

OTHER EXPERIENCE

Yahoo! Burbank, CA

2003 - 2008

- Facilities Manager
 - Developed and managed process for (network and systems) hardware installations in Data Centers.
- Senior Technical Project Manager
 - Successfully project managed hardware and operating systems installations, in Yahoo! data centers worldwide, receiving numerous awards and accolades for on time delivery to plan.
- Data Center Space Planner and Coordinator
 - Coordinate data center builds, hardware moves and data center decommissioning world-wide. Calculate and forecast power and space requirements for pending hardware installations in data centers world-wide.

Cable & Wireless San Francisco, CA

1999 - 2003

- Director/VP of Systems and Network Engineering
 - Manage 4 directors, 10 managers and 50 network and system engineers who were responsible for designing, implementing and providing 3rd level support for high speed, secure networks and systems world-wide.

Visa International San Mateo, CA

1995 - 1998

- Senior Network Engineer; Team Lead
 - Network design, implementation and support for 1996 and 1998 Olympics. Develop the network backend processing for debit card transactions (Servers to Main Frames). World-wide technical development and support for numerous network engineering projects.



6 Scope of Work

Based on the requirements of this engagement, FTC will work with the City of Compton's executive team, using a hybrid approach to develop and adhere to the service levels required to have optimal service. These services are listed as options which the City has the ability to explore and refine to ensure delivery of services meets their needs.

6.1 On-Call/OnDemand Technical Support Services

6.1.1 On-Call/OnDemand Engineer Skill set

The FTC staff has superior technical and customer service skills and experience to assist customers with almost any problem or issue. The staff is made up of experienced Level 2 and Level 3 engineers who possess comprehensive knowledge of large and complex organizations similar to the City and are familiar with the City mission, functions, customers, policies and procedures.

FTC will provide engineers with, at a minimum, the following skill sets: routing, Domain Name Service (DNS), firewalls, URL filtering, Intrusion Detection Services (IDS), virus protection, Internet Protocols, Dynamic Host Configuration Protocol (DHCP), switch video, multicast IP, Voice over IP (VoIP), IP V6, Virtual Private Networks (VPNs), all network management functions, as well as excellent customer relations skills.

6.1.2 Special Projects

There are many special projects that come up while managing a network like the City e.g. Firewall re-posturing/tightening, router/device decommissioning, hardware upgrades, etc. Each project, depending on size, is assigned to an engineer to lead. These projects will be estimated to the City for approval. Once approved, these projects will be tracked, along with their status, so that the information is always available.

6.1.3 On-Site Customer Support Services

6.1.3.1 Cross Training / On the Job Training

All network engineers have developed certain special skills (routing, security, etc.) and all engineers regularly go through a cross training rotation where each engineer works with another engineer for a period of time on a different skill.

Many of our engineers have worked with the City's IT support team on the implementation of several projects. These are extremely technical, long-term, engineering projects that have a direct effect on network performance. Our engineers are familiar with the intricacies of the backbone architecture and are able to use that knowledge to help ease the transition process.

As such, our engineers are available to provide cross training to any City designated personnel on an as needed basis to transition knowledge and skill to the existing staff to improve network competency.

6.1.3.2 Status Meetings

FTC proposes to hold weekly status meetings with City management to review projects, discuss past performance and future needs. All daily, weekly and monthly status reports will be available on line 24x7x365. This will allow the City to easily and openly monitor the FTC performance, and ensure contract compliance is met.

6.1.3.3 On-site Support Services

FTC proposes to work with the City to develop a schedule for our staff to be on-site. This can be accomplished several ways.

6.1.3.3.1 Predictable On-Site Services

FTC can provide staff to be on-site on a particular day or days during the week for a set period of time in which any support tickets can be resolved. For example, FTC can provide an on-site engineer every Monday for 8 hours. During this time, FTC can work on project work, a predetermined list of tickets in need of resolution and/or meeting/project planning.

6.1.3.3.2 OnCall/Demand On-Site Services

FTC can provide staff to be on-site on within 4 hours of a call request for services. More likely, if FTC receives a call for immediate support, FTC would log in remotely to resolve the issue and/or dispatch its closest resource if onsite support services were required. If on-site services were required, FTC would provide a resource to be on-site within 4 hours. FTC could shorten this timeframe based on negotiations with the City.



7 Optional Services

7.1 Strategic Planning Services

7.1.1 Experience With Large Scale, Complex Networks

Our FTC Team members are providing 24x7x365 network monitoring, management and VoIP support for a number of large national entities including: Government, Financial, Education and Manufacturing environments.

FTC will bring their combined experience and Best Practices from these other network management engagements to the City.

7.1.2 Creation of Technology Plans & Strategic Roadmaps

FTC can be engaged to develop Technology plans and strategic roadmaps. These plans identify the protocols, classes of equipment, type of transport technology, etc. that will be used in the network. The plan would included a short term focus, as well as a long term outlook. The short term focus will meet the immediate business goals of the client: initial coverage area, number of subscribers, initial service offerings, equipment/facilities reuse requirements, and so on. The long term outlook will ensure that the network is scalable; it is able to meet the long term goals of the client and industry forecasts, including subscriber, services and traffic growth, new service introduction, technology changes, and so on.

7.2 Remote Network Monitoring and Management Services (RNMMS)

7.2.1 Network Equipment

For purposes of this SOW, network equipment will be defined and will include but is not limited to the following:

Network Switching and Routing

- Meraki Core Switching Equipment
- Cisco Core Switching Equipment
- Ubiquiti Wireless Point to Point Equipment
- Aruba & Cisco Client Wireless Equipment

Server Infrastructure

- Windows Servers

Application Infrastructure

- Microsoft Exchange Servers
- Sendio email Gateway Servers
- Meraki Firewall
 - AntiMalware Filtering
 - AntiVirus Filtering
- Virtual Private Networking (VPN) Services
 - Site to Site VPN
 - Client VPN
- Voice over IP (VoIP)
- Microsoft Active Directory
 - Dynamic Host Configuration Protocol (DHCP)
 - Domain Naming Service (DNS)
 - Authentication
- Security Services
 - Door Access Control
 - Surveillance Equipment

7.2.2 RNMM Objectives

As part of our daily standard operations, FTC will ensure the following RNMMS Objectives are met:

- Operate and sustain all network resources at 99.9% availability.
- Provide superior customer support services to the City staff and its constituents.
- Receive, log, track and report all trouble ticket calls (24x7x365) from the City and the monitoring tools.
- Provide technical expertise to resolve all calls within the acceptable Service Levels

7.2.3 Planned and Unplanned Events

As part of FTC current Change Management process, FTC engineers will meet with the City of Compton project managers on a consistent basis (TBD - weekly, monthly, quarterly, etc.) to discuss any and all planned events and change tickets for the period. They will also discuss any surprises that occurred the period before and what, if any, actions need to be taken to mitigate these unplanned events from reoccurring.

7.2.4 24x7x365 Monitoring

FTC will provide 24x7x365 continuous monitoring of the City of Compton network devices and identified and agreed upon components. Our current Fault detection systems monitor the City's owned network devices and interfaces 24x7x365. Each interface is automatically polled every 90 seconds and three sequential failed polls, will generate an alarm. Automatic emails (mean time to notify SLA) are sent to a pre-approved distribution list upon all fault detections, communication is initiated and trouble tickets are opened with the Carrier Contractor if the fault is within one of their managed devices or circuits.

7.2.5 Fault Notification Procedures

When a network fault occurs, who do we contact, in what time frames, and how do they wish to be contacted? The City may designate one or more people to serve as the notification contact. Contacts are notified via system-generated emails and pages. The system will notify the contact with confirmation of a network event. This confirmation usually includes the ticket number, affected site(s), a brief description of the event, notification type and the NOC callback number.

7.2.5.1 Fault Detection and Correction

Our polling architecture will identify faults and generate alarms and trouble tickets. In addition, we will follow best practice fault isolation techniques to ensure rapid corrective action.

- If the fault resides in the carrier's network, we will open a tracking ticket, notify the carrier, cross reference the carrier's technicians name and carrier trouble ticket within the trouble ticketing system to ensure rapid resolution of issues and accurate tracking of carrier actions. FTC will continue to work with the Carrier until the faults are cleared and tickets closed to the City's satisfaction.
- If the fault resides within a City owned device, we will notify the City's appropriate distribution list and immediately start isolation procedures and corrective actions. If this involves a maintenance issue, FTC will contact the vendor's TAC on the City's behalf and follow through with the vendor for resolution.

For any extended outage, FTC will report status to the City's designated representative at least every 30 minutes, or as often as requested by the City, until the outage is resolved.

7.2.5.2 Configuration Management

FTC will constantly monitor and manage device configurations for performance. FTC will also recommend, and when authorized, perform periodic device software upgrades.

7.2.5.3 Performance Engineering/Analysis

The certified network security engineers of FTC will provide network security recommendations based on analysis of utilization and error exception reports including security deficiencies. These recommendations focus on improving protection and the performance of the City's network and applications. All performance analysis and recommendations will be accessible to the City.



7.2.5.4 City's Responsibility

The City is responsible for:

- Providing equipment (including related software).
- The acquisition of hardware and software maintenance of the devices.
 - FTC recommends that the City purchase maintenance services for the managed devices.
- The timely delivery of information required for the configuration of the equipment to be managed including existing Internet security policy, alarm notification policies and procedures, network maps, existing equipment configurations, and inputs on configuring the sensitivity of the system in conformity with the City's security objectives.
- Designation of a security contact(s) for FTC to communicate with regarding security and managed equipment issues.
 - All communications between FTC and the City regarding security and equipment matters will be through this security contact.
 - The City must provide FTC with escalation procedures in the event that the designated security contact is unavailable.
- Providing assistance to FTC to determine alarm notification policies and procedures.
- Establishing and maintaining physical security of the security equipment and the City's network.

The City also agrees and provides consent to the allowance to conduct non-destructive probes of the City's network to determine vulnerability state.

7.2.5.5 Incident Classification

Priority	Response SLA	*Restore SLA	Description
Critical	30 Min	4 Hours	This is an EMERGENCY condition that significantly restricts the use of an application, system or network to perform any critical business function. This could mean that several departments are impacted.
High	2 Hours	8 Hours	The reported issue may severely restrict use of key devices in the network. This could mean that a single department is impacted but the overall network and servers are functioning
Medium	4 Hours	16 Hours	The reported issue may restrict the use of one or more features of the system, but the business or financial impact is not severe.
Low	24 Hours	48 Hours	The reported anomaly in the system does not substantially restrict the use of one or more features of the product to perform necessary business functions.

* Restore, in some instances requires sparing equipment.

8 Fee Schedule

*OnCall/OnDemand Services		
Position	Hourly Rate	Minimum
Network Engineer	125.00	2 hours
Windows Server Engineer	125.00	2 hours

*Strategic Planning Services (Optional)		
Position	Hourly Rate	Minimum
Sr. Network Architect	175.00	2 hours
Project Manager	95.00	2 hours

*Prepaid blocks of hours are available at a discounted rate

8.1 Contract Position Bill Rates

Position	Billing Frequency	Rate
End User (Desktop) Support Specialist	Hourly	\$45.00
Infrastructure Support Specialist	Hourly	\$95.00
Network Engineer	Hourly	\$125.00
Senior Network Architect	Hourly	\$175.00
Project Manager	Hourly	\$95.00
VoIP Lead	Hourly	\$55.00

8.2 Work Hours

On-Site services are generally to be performed during the day shift (between 8 am to 5 pm), Monday through Friday, excluding Federal Holidays. However, FTC understands that certain types of work will be required outside of business hours. In this case, FTC and the City will mutually decide on the hours that will be required for the job.



IT Services and Support Proposal for
City of Compton

Prepared by:
Generation IX Technologies
September 28, 2020

Proposal Summary

The following proposal is based on the RFQ and our recent conversation. Keep in mind, we specialize in customized solutions to fit your needs. Therefore, the offerings outlined in this document can be offered in different bundles based on your business needs and are meant to provide you a complete overview of our services.

This proposal includes the following:

- I. Company Background
- II. Services
- III. Rates
- IV. Recent Praise

I. Company Background

For over 30 years, Generation IX has been a rare “live and local” player in the IT support space. We start each relationship with an in-person consultation to provide our small/medium business clients enterprise level support and services. We have a highly skilled team of engineers with exceptional technical knowledge that are available to help support your business on-site or remotely any time of day or night. We don’t like surprises, and we don’t expect you to. Behind the scenes, our client success managers will work with you to prepare a roadmap and forecast any future projects as part of your Long-Range Planning process.

Here at Gen IX, we have a full IT department of skilled engineers and consultants that are truly passionate about encouraging better business through effective technology. Helping your business grow and succeed is our goal.

As our client, you receive state-of-the-art custom services that meet your unique business needs. You can feel confident that Gen IX is always available to offer hands-on support and guidance for all your IT needs.

The relationships we cultivate are grounded in respect for your business and the acumen to achieve your IT vision (even if you aren’t sure what that is yet). From the initial contact onward, the Gen IX team operates to see you succeed.

II. Services

Generation IX provides continuous enterprise-level IT from CTO to helpdesk. Services include full IT assessments, network infrastructure design, project planning, equipment life cycle management, and proactive budget planning. More traditionally Gen IX provides 24/7 remote monitoring, disaster recovery, maintenance and patching.

Breakdown of Services Available:

Regular IT Support

- 24/7 helpdesk
 - 7:00 am to 7:00 pm Generation IX Los Angeles resident
 - 7:00 pm to 10:00 pm Generation IX on-call employee
 - 10:00 pm to 7:00 am partner company in London
- Supplemental onsite support

Managed IT Services

These are the services that are ongoing and include but are not limited to:

- Proactive system monitoring
- Patching
- Backups and Disaster Recovery
- Licensing
- VOIP

vCIO Consulting and Account Management

- vCIO to strategically plan on how you can leverage technology to elevate your business
 - Aligns your business with the changing technological environment
 - Quarterly meetings
 - Formulate IT budget
 - Build strategic roadmaps
- Account manager
 - One person as the main point of contact for each client
 - Works with the vCIO to execute

Professional Services

Have the staff capable to execute on projects – examples of IT projects include:

- O365 migration
- Network and Infrastructure upgrades
- Office moves and buildouts

Cybersecurity

- *Antivirus and Antimalware*
- *Vulnerability and Penetration Testing*
- *Dark Web Monitoring*
- *Managed Firewall*
- *Endpoint Encryption*
- *Web Filtering*
- *Phishing Simulation and Employee Training*

III. Service Rates

Below is a list of Generation IX's service rates by employee skill level. Based on the RFQ, Generation IX expects to use the Services Engineer and Network Engineer for most of the work.

Non-Weekend & Non-Holiday Regular Business Hours (Mon-Fri 8am – 7pm):

- Administrative: \$80/hour
- Services Engineer (SE) - Level I: \$150/hour
- Network Engineer (NE) - Level II: \$185/hour
- Senior Network Engineer (SNE) - Level III: \$200/hour
- Project Manager or Client Relationship Manager: \$185/hour
- Advisory Consulting: \$200/hour
- Senior Management Personnel: \$200/hour
- CEO & President: \$300/hour

Non-Weekend and Non-Holiday After-hours (Mon-Fri 7pm – Midnight)

Unless specified in another IT Services agreement or SOW, Generation IX's non-weekend and non-Holiday after hours rates are 1.5 times our regular business hours rates. The non-weekend and non-Holiday after-hours rates are:

- Administrative Staff: \$120.00/hour
- Services Engineer (SE) - Level I: \$225.00/hour
- Network Engineer (NE) - Level II: \$277.50/hour
- Senior Network Engineer (SNE) - Level III: \$300/hour
- Project Manager or Client Relationship Manager: \$277.50/hour
- Advisory Consulting: \$300/hour
- Senior Management Personnel: \$300/hour
- CEO & President: \$450.00/hour

Weekends (Fri 6pm – Mon 8am), Weeknights (Mon-Thu Midnight-8am) & Holidays

Unless specified in another IT Services agreement or SOW, Generation IX's weekend and Holiday rates are 2.0 times our regular business hours rates. The weekend and Holiday rates are:

- Administrative Staff: \$160/hour
- Services Engineer (SE) - Level I: \$300/hour
- Network Engineer (NE) - Level II or Level III: \$370/hour
- Senior Network Engineer (SNE) - Level III: \$400/hour
- Project Manager or Client Relationship Manager: \$370/hour
- Advisory Consulting: \$400/hour
- Senior Management Personnel: \$400/hour
- CEO & President: \$600/hour

IV. Recent Praise

From a Partner at a Prominent, LA Based Architecture Firm, [REDACTED]

From: Matthew [REDACTED]
Sent: Thursday, March 19, 2020 10:27 AM
To: Kevin Watne <kevin@generationix.com>; Reed [REDACTED]

Subject: Tech Gratitude

Kevin / Reed [REDACTED]

[REDACTED] belongs to a "roundtable" of other architectural firms around the country that share – very transparently – information on our business practices to learn from each other.

The round table conducted an "all hands" call this AM which was attended by over 120 people representing 50 different firms.

In the technology portion of the call – it became clear that [REDACTED] likely in the 90th percentile in terms of resilience, remote working effectiveness and cultural adaptation to the new normal.

These first days of working from home, our technology back end is working extremely well with a minimum of issues. This is a result of your collective focused efforts and personal attention to [REDACTED] our staff members to make sure all so well prepared. Made it look easy.

For Kevin and Reed - I have said it before – but will say it again – we are extremely grateful for our relationship and the immense contributions you have made to support our business continuity. Thank you.

Sincerely,

Partner
[REDACTED]
[REDACTED]
[REDACTED]

From a Partner at a LA Based PE Firm, [REDACTED]

From: Andrew [REDACTED]
Sent: Thursday, March 12, 2020 10:17 PM
To: Kevin Watne <kevin@generationix.com>; M [REDACTED]

Subject: RE: Genix Support

Thanks Kevin. You and your team have been tremendous during this unprecedented time (as well as during our re-engineering of our office space). Thank you for all do!

From an Office Manager at a VC Fund, [REDACTED]

From: Sarah Gelabert [REDACTED]
Date: Friday, March 13, 2020 at 9:06 AM
To: Reed [REDACTED]
Subject: God Bless Gen IX

Thank you for taking such good care of us here [REDACTED] and responding quickly to everything. I'm so happy to have Gen IX at the helm of our IT. Kevin, thank you for your email about Covid19. We at [REDACTED] are starting to work at home as of today. I've been ordering some fill in equipment for the guys through Amazon. Seems the easiest way to do it and less cumbersome for you all.

Please be well and stay safe,

Sarah [REDACTED]
[REDACTED]
[REDACTED]

From a Partner at an Entertainment Management Firm, [REDACTED]

From: Nicholas [REDACTED]
Sent: Tuesday, March 17, 2020 4:10 PM
To: Reed [REDACTED]
Cc: Management Team [REDACTED]
Subject: Re: Draft for today phase one and NY

Can't thank you enough for being so on top of this and making it all work. You guys have been amazing.

Conclusion

Generation IX can cover all IT related services for the City of Compton. We maintain the highest level of support and look forward to the opportunity to partner with your organization.

Holden Watne

Generation IX Technologies

Director, Business Development

holden@generationix.com

D: (310)477-2875

November 3, 2020

TO: MAYOR AND COUNCIL MEMBERS

FROM: COMPTON MUNICIPAL WATER DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA FOR GROUNDWATER PRODUCTION ASSESSMENT FEES FOR THE 2020-2021 FISCAL YEAR (\$2,640,000)

SUMMARY

This resolution authorizes the City Manager to issue a purchase order in the amount of Two Million Six Hundred Forty Thousand Dollars (\$2,640,000.00) to the Water Replenishment District of Southern California ("WRD") for groundwater Replenishment Assessment fees for Fiscal Year 2020-2021.

BACKGROUND

The Compton Municipal Water Department ("Department") provides for the City's water demands through two (2) sources; to wit: groundwater production and water purchased from the Metropolitan Water District of Southern California ("MWD").

The Department delivers a total of approximately 8,000 acre-feet of water on an annual basis; which water delivery is provided through City groundwater pumping rights (5,780 acre-feet) and a combination of lease-in groundwater pumping rights and MWD imported water (as needed) to make up the 2,220 acre-feet needed for the total delivery amount. Pumping water from the underground basin assists the Department in the fulfillment of its goals and objectives.

STATEMENT OF THE ISSUE

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

FINANCIAL IMPACT

The estimated annual cost for Fiscal Year 2020-2021 groundwater production is approximately \$2,640,000.00. The Department requests the issuance of a purchase order to WRD in the amount of \$2,640,000.00.

Funds for this expenditure are available in Account 5000-850-000-4251 (WRD-Water Purchase) in the amount of \$2,640,000.00.

RECOMMENDATION

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

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

APPROVED FOR FORWARDING:

**CRAIG J. CORNWELL
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO THE
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
FOR GROUNDWATER PRODUCTION ASSESSMENT FEES FOR THE
2020-2021 FISCAL YEAR (\$2,640,000)**

WHEREAS, the Compton Municipal Water Department ("Department") provides for the City's water demands through two (2) sources; to wit: groundwater production and water purchased from the Metropolitan Water District of Southern California ("MWD"); and

WHEREAS, the Department delivers a total of approximately 8,000 acre-feet of water on an annual basis; which water delivery is provided through City groundwater pumping rights (5,780 acre-feet) and a combination of lease-in groundwater pumping rights and MWD imported water (as needed) to make up the 2,220 acre-feet needed for the total delivery amount; and

WHEREAS, pumping water from the underground basin assists the Department in the fulfillment of its goals and objectives; and

WHEREAS, the groundwater basin is managed by the Water Replenishment District of Southern California ("WRD") which purchases imported and highly-treated recycled water, and adds this to captured storm water to recharge the groundwater supply; and

WHEREAS, groundwater pumped by municipal water utilities, water companies and others are imposed a Replenishment Assessment fee ("RA") by WRD for basin recharge purposes. The funds generated from the RA cover the cost of water purchased to replenish the two largest and most utilized groundwater basins in Southern California; and

WHEREAS, it is estimated that the assessment fees for pumping groundwater from the basin for the City's needs for Fiscal Year 2020-2021 will be Two Million Six Hundred Forty Thousand Dollars (\$2,640,000.00); and

WHEREAS, funds for this expenditure are available in Account 5000-850-000-4251 (WRD-Water Purchase).

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

SECTION 1. That the City Manager is hereby authorized to issue a purchase order in the amount of Two Million Six Hundred Forty Thousand Dollars (\$2,640,000.00) to the Water Replenishment District of Southern California.

SECTION 2. That funds have been allocated in the Water Department's Fiscal Year 2020-2021 budget in Account No. 5000 850 000 4251 (MWD - Water Purchase).

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

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

ADOPTED this _____ day of _____, 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 forgoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 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