REGULAR MEETING AGENDA
CITY COUNCIL OF THE CITY OF COMPTON

TUESDAY – APRIL 27, 2021 5:30 P.M.
TELECONFERENCE MEETING AUTHORIZED BY STATE OF CALIFORNIA EXECUTIVE ORDERS N-25-20 AND N-29-20 VIA ZOOM COMMUNICATIONS

COVID-19 NOTICE

To protect public health and safety during the local, state, and federally declared COVID-19 emergency, the City Council Chamber is closed to the public. Consistent with State of California Executive Orders N-25-20 and N-29-20 and the Los Angeles County Health Officer's "Safer at Home Order for Control of COVID-19" the City Council will participate in the meeting through teleconference. Public participation in the meeting will be facilitated through the electronic methods as described below.

Agenda Materials:

The agenda and agenda packet related to items on this agenda are available for public inspection at www.comptoncity.org.

Public Observation and Participation:

Members of the public may provide public comments through the follow method:

Teleconference Participation: You may provide audio public comments by connecting to the teleconference meeting online or by telephone/mobile call (please select only one method). Public speakers will be queued to provide comments at the appropriate time on the agenda. You must be available to provide comments at the time you are called upon to speak. If you are not planning on providing public comments we encourage you to observe the meeting via livestream at www.comptoncity.org or on Government Channel 36 to allow staff to more effectively manage the number of teleconference connections.

Compton Zoom meeting online line:
https://us02web.zoom.us/j/88402398934?pwd=ZWYxelk4ODJCWll6VTdGaUhKQ2hFdz09

Compton Zoom meeting call-in telephone number:1-669-900-6833
Compton Zoom ID:884 0239 8934
Compton Zoom Passcode: 248175

Americans with Disabilities Act (ADA) Accommodations:

Any person with a disability who requires accommodation in order to participate in a meeting should contact of the Office of the City Clerk at (310) 605-5530 to request accommodation. The City will use its best efforts to provide reasonable accommodations related to the teleconference meeting.

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 via Zoom during the public comments portion 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.

(Zoom is only for Public Comments)

https://us02web.zoom.us/j/88402398934?pwd=ZWYxelk4ODJCWll6VTdGaUhKQ2hFdz09

Meeting ID: 884 0239 8934
Passcode: 248175
Call In: 1-669-900-6833

COMPTON CITY COUNCIL
AGENDA
04/27/2021
5:30 PM

WORKSHOP

4:00 P.M. - PROPOSED FISCAL YEAR 2021-2022 BUDGET WORKSHOP (City Council Priorities)

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. APRIL 13, 2021

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

2. INVESTMENT REPORT - FEBRUARY 28, 2021 (Receive and File)

HOUSING AUTHORITY

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE LOCAL HOUSING AUTHORITY'S 2020-2021 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS ($224,100)

HUMAN RESOURCES

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE CITY'S POSITION CLASSIFICATION PLAN BY AMENDING THE CLASSIFICATION SPECIFICATIONS FOR THE POSITIONS OF COMMUNITY SERVICE MANAGER AND WATER PRODUCTION AND DISTRIBUTION SUPERVISOR

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE CITY'S POSITION CLASSIFICATION PLAN BY AMENDING THE CLASSIFICATION SPECIFICATIONS FOR THE POSITIONS OF SECURITY OFFICER, SECURITY LEAD OFFICER, PARKING CONTROL OFFICER, PARKING CONTROL LEAD OFFICER

REGULAR AGENDA

CITY MANAGER'S REPORT

6. A REQUEST TO SET A PUBLIC HEARING TO APPROVE AMENDMENT NO. 1 TO THE PURCHASE SALE AGREEMENT BETWEEN THE CITY OF COMPTON AND THE OLSON URBAN HOUSING, LLC, FOR THE DEVELOPMENT OF CERTAIN CITY-OWNED PROPERTY LOCATED AT 1950 NORTH CENTRAL AVENUE (May 18, 2021 at 5:35 p.m.)

7. ORAL REPORT - LOS ANGELES SHERIFF DEPARTMENT PUBLIC SAFETY UPDATE - Captain LaTonya Clark

8. ORAL REPORT - TREE TRIMMING UPDATE

9. POWER POINT PRESENTATION - LEASE REVENUE BOND PROPOSAL - City Bond Team

NEW BUSINESS

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENT TO LEVY AND COLLECT ASSESSMENTS AND CHARGES WITHIN THE SEWER SERVICE CHARGES FOR FISCAL YEAR 2021/2022 AND APPOINT A TIME AND PLACE FOR A PUBLIC HEARING TO BE HELD ON MAY 18, 2021 AT 5:40 P.M.

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENT TO LEVY AND COLLECT ASSESSMENTS AND CHARGES WITHIN THE LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2021/2022 AND APPOINT A TIME AND PLACE FOR A PUBLIC HEARING TO BE HELD ON MAY 18, 2021 AT 5:45 P.M.

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2020-2021 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR PRECISION CONCRETE CUTTING FOR PROVISION OF CITY-WIDE SIDEWALK REMEDIATION SERVICES ($200,000)

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY COMPTON SUPPORTING AB 490 (GIPSON AND BONTA) WHICH AMENDS LAW ENFORCEMENT AGENCY POLICIES ON THE USE OF FORCE WHICH WOULD ADDITIONALLY PROHIBIT A LAW ENFORCEMENT AGENCY FROM AUTHORIZING TECHNIQUES OR TRANSPORT METHODS THAT INVOLVE A SUBSTANTIAL RISK OF POSITIONAL ASPHYXIA, AS DEFINED IN AB 490

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 5/4/2021 at 5:30 PM

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

APRIL 13, 2021

The Compton City Council meeting was called to order at 5:44 p.m. by Mayor Pro Tem Michelle Chambers. The Council Members participated in the meeting through Zoom teleconference due to the existence of the coronavirus pandemic.

ROLL CALL

Council Members Present – M. Chambers, I. Galvan, T. McCoy, E. Sharif
Council Members Absent – Mayor A. Brown

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

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PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray noted that next Tuesday is Election day and questioned if the City is going to provide television access to the counting of the ballots. Mr. Ray questioned why the Council would be appointing someone to the Parks and Recreation Commission when the parks are not staffed. Mr. Ray then commented that in 2007 there were funds allocated for the demolition of the Rosecrans bridge; furthermore, funds were also allocated to compensate those businesses adversely affected by the closure of the bridge and further questioned the whereabouts of those funds. Mr. Ray urged all registered voters to return their voted ballots to the Registrar of Voters, before election day, to be counted.

Bob Adams, AFSME Business Representative District Council 36 - Local 2325, commented on agenda item Number 5, and indicated that on December 9, 2019 both the City and the Union agreed that the City Manager would contract for engineering services until June 2020. Mr. Adams stated that the Union has been in talks with the City since that time and further raised concerns as to why the engineering services contract is being renewed. Mr. Adams indicated that these engineering positions have been a high priority for over 16 months and must be filled as soon as possible, moreover, the Union has serious concerns relative to the City's intentions regarding this matter.

Adolpho Varas, Executive Director Latino Chamber of Commerce, thanked Councilmember McCoy for collaborating with the Chamber to provide resources and services to the community. Mr. Varas announced that the Latino Chambers is collaborating with a clinic in launching a Covid-19 vaccination program and indicated that individuals 16 year of age and older are now eligible to receive the vaccine and encouraged residents to call 310-632-1431 to schedule an appointment. Mr. Varas invited the community to attend a Food Giveaway on April 16, 2021 at Sr. Cliff's Burritos, 408 W. Alondra Boulevard, Compton.

Mel Bailey, II commented on the excessive weight of some of the trucks driving down Rosecrans Boulevard causing issues with the condition of the streets and traffic congestion. Mr. Bailey raised concerns that the residents of District 2 have problems and issues that are not being addressed. Mr. Bailey requested assistance from the City relative to the concerns of the residents of District 2.

Councilman Galvan indicated that he previously invited Mr. Bailey to call, email or text him regarding any issues or concerns that need addressing. Councilman Galvan further stated that Mr. Bailey did not respond to his phone calls. Councilman Galvan stated that he is happy to extend another invitation to all residents to contact him regarding anything of concern or issues that he may assist in resolving.

Archer Wynn questioned the City's plans for restoring the City's parks. Ms. Wynn further requested a copy of the Covid-19 Relief Fund financial documents. Ms. Wynn offered her support to City Clerk Godwin and City Treasurer Sanders and further thanked Councilmember Chambers for her service to the community.

City Clerk Alita Godwin informed the residents that their Election Ballot must be returned, or post marked by April 20, 2021 to be counted. The ballot envelope must be signed, but it is not required that the address be printed on the return envelope. City Clerk Godwin reminded the voters that they may submit their voted ballots to their local U. S. Post Office Mail Carriers (*no postage is required)*. Voters may also drop off their voted ballots at the following locations: Lueders Park, Compton Library, Gonzales Park, City Hall Lobby and Hemingway Park, 700 E. Gardena Boulevard, Carson.

There will be a mobile voting unit available for voters who may have lost, misplaced or never received their ballot. Voters will be able to visit the Mobile unit and cast their ballot at the following dates and locations:

April 17th 10am - 7pm - Davis Middle School *(Front Quad)*
April 18th 10am - 7pm - Burrell Mac Donald Park *(Parking Lot)*
April 19th 10am - 7pm - (Parking Lot) Lueders Park *(Parking lot)*
April 20, 2021 - Election Day 7am – 8pm - Compton College will act as a Voting Center *(Student Lounge)*

City Clerk Godwin encouraged each and every eligible citizen of Compton to participate in the democratic process and exercise their constitutional right and vote on **April 20, 2021**. Ms. Godwin stated that if residents have questions regarding the election, they may call her office at (310) 605-5530 or visit lavote.net.

CONSENT AGENDA

CITY MANAGER

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RECOGNIZING THE EXEMPLARY WORK OF COMPTON 125 HISTORICAL SOCIETY ***(Approved Resolution Number 25,443)***

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

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

REGULAR AGENDA

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

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

   APPOINTMENT - PARKS AND RECREATION COMMISSION - Martin Marquez Garnica (Councilman Galvan)

Councilman Galvan commended Martin Marquez Garnica and his entire family for their commitment and service to the Compton community and nominated Mr. Garnica to serve as a Commissioner on the Parks and Recreation Commission.

On motion by Galvan, seconded by seconded by McCoy, **Martin Marquez Garnica** was appointed to the **Parks and Recreation Commission** by the following vote on roll call:

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

CITY MANAGER'S REPORT

3. ORAL PRESENTATION - CONSTRUCTION TAX FRAUD AWARENESS (Kyle Patterson, Southwest Reginal Council of Carpenters)

Mr. Kyle Patterson, Southwest Regional Council of Carpenters, informed the City Council and community regarding Construction Tax Fraud awareness. Mr. Patterson indicated that widespread tax fraud is costing the Nation billions of dollars a year in lost revenue. The lost annual tax revenue is capable of funding desperately needed housing and infrastructure improvement projects that could assist the community, is instead lining pocks of fraudsters running illegal and unsafe work sites. The Carpenter's Unions in partnership with other Union leaders is raising awareness about rampant fraud in the building industry. Mr. Patterson further announced that he is working with the Department of Labor and the Los Angeles County District Attorney's Office to stop tax fraud and further urged the community to contact him at: 213-703-6455 or email: kpatterson@swcarpenters.org to report fraud or to receive additional information.

NEW BUSINESS

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2020-2021 FISCAL YEAR BUDGET TRANSFERRING FUNDS BETWEEN ACCOUNTS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR HORIZONS CONSTRUCTION COMPANY INTERNATIONAL, INC. FOR THE COMPTON FIRE STATIONS NOS. 1 THROUGH 4 DRIVEWAYS AND APRON IMPROVEMENT PROJECT, CIP# 20-01 ($643,170.28)

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

Councilmember Sharif raised concerns regarding the disparity in the bid amounts, and commented that she hopes that there will not be change orders for this project.

City Manager Cornwell indicated that this contract allows for ten percent contingency, so Staff will return to the Council for direction, should there be adjustment out of the range.

Resolution Number 25,444 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2020-2021 FISCAL YEAR BUDGET TRANSFERRING FUNDS BETWEEN ACCOUNTS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR HORIZONS CONSTRUCTION COMPANY INTERNATIONAL, INC. FOR THE COMPTON FIRE STATIONS NOS. 1 THROUGH 4 DRIVEWAYS AND APRON IMPROVEMENT PROJECT, CIP# 20-01'** was adopted by the following vote on roll call:

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

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR INTERWEST CONSULTING GROUP TO PROVIDE ON-CALL CIVIL AND TRAFFIC ENGINEERING SERVICES ($242,200)

On motion by McCoy, seconded by Sharif that the resolution be adopted.

Councilmember Sharif questioned if the City has approached the Unions for assistance.

City Manager Cornwell commented that he is doing everything he can to fill positions with City employees; however, he does not want to leave the City without engineering support while the hiring process takes place.

There was discussion among the Council regarding the cost of the Purchase Order. City Manager Cornwell suggested that the Council limit the terms of the resolution to the remainder of the fiscal year.

Councilmember Sharif offered an amended motion to limit the terms of the agreement to the remainder of Fiscal Year 2020/2021 for the sum of $175,000. The motion was seconded by McCoy and approved by the following vote on roll call:

AYES: Council Members – McCoy, Sharif, Chambers
NOES: Council Members – Galvan
ABSENT: Council Members – Brown

Resolution Number 25,445 entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR INTERWEST CONSULTING GROUP TO PROVIDE ON-CALL CIVIL AND TRAFFIC ENGINEERING SERVICES'** was adopted by the following vote on roll call:

AYES: Council Members – McCoy, Sharif, Chambers
NOES: Council Members – Galvan
ABSENT: Council Members – Brown

COUNCIL COMMENTS

City Manager Craig Cornwell requested that the City Council meeting be adjourned in memory of **Mr. John Timmons**, father of City employee Damien Timmons.

Councilmember Galvan offered the following communications/announcements:

- Requested an update relative to the Park Improvement Sign at Lueders Park and further raised concerns that he has been treated differently than the other Councilmembers as it relates to his requests and concerns.

City Manager Cornwell replied that all of the City's banners have discolored and faded over time and further indicated that the City plans to replace the sign at Leuders Park as soon as possible.

- Commented that he would like to be able to speak during the Ribbon cutting ceremony for the unveiling of Phase 1 of the Los Angeles Dodgers Dreamfield complex at Gonzales Park.

Mayor Pro Tem Chambers responded that the program for the Ribbon Cutting Ceremony was formulated by the Los Angeles Dodgers administration.

Councilmember McCoy offered the following communications/announcements:

- Requested that a completion timeline for the street sign replacement program be presented to the Council and community.

- Reminded the community that Burrell MacDonald Park is a drive-thru Covid-19 testing location, and the hours of operation are 10:00 a.m. to 6:00 p.m., 7 days a week—register at: cacovidtesting.com or call: 562-424-0038.

- Thanked everyone that participated in the *Fueling our Community* event which was sponsored by various community non-profit organizations and provided hot meals, gift cards and other essential goods.

- Invited the community to attend Tomorrow's Aeronautical Museum on April 17, 2021 to recognize Autism Awareness Day.

Councilmember Sharif offered the following communications/announcements:

- Requested an update on the City's recruitment plans for a Civil Engineer.

City Manager Cornwell informed the Council and community that the City is currently developing a strategy to place advertisements in various trade magazines along with other hiring sources to fill the position. Once Human Resources assesses the candidates for minimum qualifications, the qualifying candidates will move forward to the panel interviews and City Manager interviews which will be followed by the hiring process.

Mayor Pro Tem Chambers offered the following communications/announcements:

- **Mayor Pro Tem Chambers** announced that the Los Angeles Dodgers will be hosting a Ribbon Cutting Ceremony at Gonzales Park, however, due to the coronavirus pandemic, there will be crowd size limitations---the event will be televised on Channel 36 for the convenience of the residents.

- **Mayor Pro Tem Chambers** also announced that the Neighborhood Housing Services (NHS) and the Los Angeles County Board of Supervisors is sponsoring foreclosure prevention and financial mortgage payment assistance.

- **Mayor Pro Tem Chambers** relayed the history of **Bruce's Beach** which was a beach resort in the City of Manhattan Beach, that was owned by and operated for African Americans. It provided the African American community with opportunities unavailable at other beach areas because of racial segregation. The property was illegally acquired by the city via eminent domain proceedings in the 1920s and closed down. Some of the area was eventually turned into a city park in the 1960s and renamed Bruce's Beach in 2007. Mayor Pro Tem Chambers suggested that the City Council adopt a resolution supporting returning the land to the Bruce Family.

- **Mayor Pro Tem Chambers** requested that the Council meeting be adjourned in memory of **Oleta Hurd**, **Atlander Favors**.

ADJOURNMENT

On motion by Sharif, seconded by McCoy , the meeting was adjourned in memory of **Oleta Hurd**, **Atlander Favors** and **John Timmons** at 7:00 p.m. by the following vote on roll call:

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

_____ _____

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

DATE: APRIL 27, 2021

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 FEBRUARY 28, 2021.

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
FEBRUARY 28, 2021

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
1000	PAYROLL	WELLS FARGO BAI	2,810,303.57
1001	GENERAL CITY ACCOUNT	BANK OF THE WES	12,454,666.04
1520	MEASURE R	BANK OF THE WES	1,273,128.26
2000	PROP A	BANK OF THE WES	1,438,343.18
4000	SA GENERAL	BANK OF THE WES	416,386.66
1203	SA LOW COST HOUSING	BANK OF THE WES	1,007,857.18
2100	PERS	BANK OF THE WES	17,463,602.25
1528	MEASURE M	BANK OF THE WES	602,487.88
2820	FAMILY SELF SUFFICIENCY	BANK OF THE WES	134,297.09
2754-84-8	JTPA - CAREERLINK	BANK OF THE WES	592,715.57
2805	HOME LOAN PROGRAM	BANK OF THE WES	1,485,895.28
2818	SECTION 108 - HUD FUND	BANK OF THE WES	1,856,679.67
5116	BOND SEWER CONSTRUCTIO	BANK OF THE WES	8,328.40
6400	LIABILITY	BANK OF THE WES	65,619.62
1001	COC - CHANGE FUND	BANK OF THE WES	56.00
1900	PROP C	BANK OF THE WES	1,829,911.87

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
FEBRUARY 28, 2021

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
6300	WORKERS COMP	BANK OF THE WES	59,837.75
2820	HOUSING AUTHORITY	BANK OF THE WES	1,609,118.99
1001	EMERGENCY MEDICAL SERVI	BANK OF THE WES	153,892.05
1061	COPS GRANT WEED AND SEE	BANK OF THE WES	3,997.45
1001	COC PARKING VIOLATIONS	BANK OF THE WES	3,240,646.59
5000	COC UTILITIES BILLINGS	BANK OF THE WES	7,575,603.57

CITY OF COMPTON
Portfolio Management
Portfolio Summary
February 28, 2021

City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220
(310)605-5515

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Local Agency Investment Funds	103,732,970.36	103,732,970.36	103,732,970.36	99.87	1	1	0.633	0.642
Passbook/Checking Accounts -2	134,297.09	134,297.09	134,297.09	0.13	1	1	0.010	0.010
Investments	**103,867,267.45**	**103,867,267.45**	**103,867,267.45**	**100.00%**	**1**	**1**	**0.633**	**0.641**

Total Earnings	February 28 Month Ending	Fiscal Year To Date
Current Year	35,267.15	452,122.04
Average Daily Balance	**103,867,266.53**	**102,212,596.40**
Effective Rate of Return	**0.44%**	**0.66%**

Under the City Charter Section 701. City Treasurer. The Treasurer shall be the custodian of all public funds belonging to or under the control of the City, or any office, department or agency thereof. Section 701(d) Prepare and submit to the CITY CONTROLLER (the CHIEF FINANCIAL OFFICER/OFFICE 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 agency's ability to meet its expenditure requirements for the next six months or explain why sufficient cash funds may or may not be available. The City's investment program and future revenue are uncertain as to sufficient cash to meet six months of estimated expenditures due to the COVID-19 PANDEMIC worldwide. The uncertainty of Cities to collect revenue is due to COVID-19 cases. As of this report, the County of Los Angeles has lightened some of the restrictions from COVID-19.

As of February 28, 2021, the 8th month of the fiscal year 2020/2021, the City had a total in the General City bank account plus LAIF account of $41,830,932. At the time of this reporting period, the City had $925,904 in large outstanding warrants payable to vendors. On December 20, 2020, the City received tax revenues of $12,439,817. On January 4, 2021, the Successor Agency received its property tax revenue called ROPS of $8,440,620. Also, on January 20, the City received more property tax, in lieu of DMV fees, of $9,530,000. The City's PERS balance is $44.2 million as of the date of this report.

The Federal Reserve Bank has reduced rates to 0% or near zero due to the COVID-19 pandemic and the effects on the economy and jobs. Congress has passed the American Rescue Plan Act of 2021, a $2.1 trillion economic stimulus 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 and businesses".

Interest revenue for the fiscal year 2020/2021 is going to be low due to Federal Reserve Bank (known as THE FED) keeping the interest rate at zero or near zero. The City is going to lose out on some sales tax revenue due to small and medium businesses closing because of COVID-19. The City's payment to the Sherriff's Department is approximately $1.9 million, and the employees' payroll over $2 million, a month, plus other major expenditures. There has been some reduction in payroll costs due to layoffs earlier in the fiscal year. The City also completed a $37.7 million bond transaction from the revenue of sales tax from MTA, which the City is only using 50% or less of the revenue for major work on City streets.

ASSUMPTIONS
The Investment Report represents a specific snapshot in time and it is compared to other market performers during that same period, but not limited 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 monitoring the daily LAIF rates.

Treasury Rates as of 2/26/2021

3 month T-Bill @ 0.0330%
6 month T-Bill @ 0.0580%
1 year T-Bill @ 0.0720%

DOUGLAS SANDERS, CITY TREASURER

4-19-2021

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
February 28, 2021

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			29,376,443.58	29,376,443.58	29,376,443.58	0.630	0.621	0.630	1	
6007	6007	Successor Agency Gen			32,863,996.52	32,863,996.52	32,863,996.52	0.630	0.621	0.630	1	
1203	1205	SA Low Cost Housing			6,023,945.91	6,023,945.91	6,023,945.91	0.840	0.828	0.840	1	
6029	6029	Measure R			1,917,068.46	1,917,068.46	1,917,068.46	0.630	0.621	0.630	1	
SYS10128	10128	Measur M			1,004,922.52	1,004,922.52	1,004,922.52	0.630	0.621	0.630	1	
6019	6019	EDA Revolving Loan			73,181.95	73,181.95	73,181.95	0.630	0.621	0.630	1	
6002	6002	Prop C			1,629,063.84	1,629,063.84	1,629,063.84	0.630	0.621	0.630	1	
6030	6030	PROP A			3,200,938.50	3,200,938.50	3,200,938.50	0.630	0.621	0.630	1	
2100	6021	PERS			26,736,400.56	26,736,400.56	26,736,400.56	0.630	0.621	0.630	1	
6027	6027	River Mountain Conservancy			12,690.47	12,690.47	12,690.47	0.630	0.621	0.630	1	
6003	6003	Sewer Bond Proceeds			894,318.05	894,318.05	894,318.05	0.630	0.621	0.630	1	
		Subtotal and Average	**103,732,970.36**		**103,732,970.36**	**103,732,970.36**	**103,732,970.36**		**0.633**	**0.642**	**1**	
Passbook/Checking Accounts -2												
5007	5007	Family Self Sufficiency			134,297.09	134,297.09	134,297.09	0.010	0.010	0.010	1	
		Subtotal and Average	**134,296.17**		**134,297.09**	**134,297.09**	**134,297.09**		**0.010**	**0.010**	**1**	
		Total and Average	**103,867,266.53**		**103,867,267.45**	**103,867,267.45**	**103,867,267.45**		**0.633**	**0.641**	**1**	

April 27, 2021

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: COMMUNITY DEVELOPMENT DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE COMPTON LOCAL HOUSING AUTHORITY'S 2020-2021 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS ($224,100)

SUMMARY

Adoption of the attached resolution will authorize an amendment to the Compton Local Housing Authority 2020-2021 Fiscal Year Budget to transfer Two Hundred Twenty Four Thousand One Hundred Dollars ($224,100.00) between accounts in the Local Housing Authority's budget to allocate additional fiscal resources based on projected expenditures through the remainder of Fiscal Year 2020-2021.

BACKGROUND

The Compton Local Housing Authority ("Housing Authority"), a division of the Community Development Department ("Department"), receives federal program funding from the U.S. Housing and Urban Development Department ("HUD") to assist low-income families, the elderly and disabled to afford decent, safe and sanitary housing in the private market. The Housing Authority is designated by HUD to administer the voucher program, which provides rental subsidies to very-low and low-income families.

STATEMENT OF THE ISSUE

A budget amendment is necessary to reconcile negative balances within the Department budget and accommodate projected expenditures through the remainder of the fiscal year. The Housing Authority's anticipated expenditure include, but are not limited to: rent, porting-ins, porting-outs and costs associated with administering other Housing Authority's jurisdictions.

FINANCIAL IMPACT

Approval of this resolution will have no impact to the City's General Fund. It is requested that the budget of the Local Housing Authority be amended to transfer funds between accounts as follows:

From	Amount	Description
2820-780-000-4285	$102,500	HAP
2820-780-000-4285	$121,600	HAP

To	Amount	Description
2820-780-000-4208	$102,500	HAP
2820-780-000-4284	$121,600	HAP

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution amending the Compton Local Housing Authority 2020-2021 Fiscal Year Budget to transfer Two Hundred Twenty Four Thousand and One Hundred Dollars ($224,100.00) between accounts to accommodate projected expenditures through the remainder of Fiscal Year 2020-2021.

ALENA SALL-PHOK, HOUSING SERVICES SUPERVISOR
COMPTON LOCAL HOUSING AUTHORITY
COMMUNITY DEVELOPMENT DEPARTMENT

APPROVED FOR FORWARDING:

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE LOCAL HOUSING AUTHORITY'S 2020-2021 FISCAL YEAR BUDGET TO TRANSFER FUNDS BETWEEN ACCOUNTS ($224,100)

WHEREAS, the Compton Local Housing Authority ("Housing Authority"), a division of the Community Development Department ("Department"), receives federal program funding from the U.S. Housing and Urban Development Department ("HUD") to assist low-income families, the elderly and disabled to afford decent, safe and sanitary housing in the private market; and

WHEREAS, the Housing Authority is designated by HUD to administer the voucher program, which provides rental subsidies to very-low and low-income families; and

WHEREAS, a budget amendment is necessary to reconcile negative balances within the Department budget and accommodate projected expenditures; such as, paying rents for participants porting-ins and porting-outs to other Housing Authority's jurisdictions; for the remainder of this fiscal year; and

WHEREAS, funds for the transfer between accounts are available in the Fiscal Year 2020-2021 Budget.

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

SECTION 1. That the 2020-2021 Fiscal Year budget shall be amended to transfer Two Hundred Twenty Four Thousand and One Hundred Dollars ($224,100.00) between accounts in the Local Housing Authority's budget to allocate additional fiscal resources based on projected expenditures through the remainder of Fiscal Year 2020-2021, as follows:

From	Amount	Description
2820-780-000-4285	$102,500	HAP
2820-780-000-4285	$121,600	HAP

To	Amount	Description
2820-780-000-4208	$102,500	HAP
2820-780-000-4284	$121,600	HAP

SECTION 2. That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Controller and the Community Development Department (Compton Local Housing Authority).

SECTION 3. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2021.

_____
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, Clerk of the City Council of the City of Compton, hereby certify that the foregoing Resolution was adopted by the Mayor, attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2021.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

April 27, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE CITY'S POSITION CLASSIFICATION PLAN BY AMENDING THE CLASSIFICATION SPECIFICATIONS FOR THE POSITIONS OF COMMUNITY SERVICE MANAGER AND WATER PRODUCTION AND DISTRIBUTION SUPERVISOR

SUMMARY

The City Council will consider adopting a resolution that will amend the City of Compton's Position Classification Plan to amend the classification specifications for the Classified Service positions of Community Services Manager and Water Production and Distribution Supervisor.

BACKGROUND

The City Manager authorized a review of the City's current Position Classification Plan to amend various provisions of the classification specifications for the positions of Community Services Manager and Water Production and Distribution Supervisor.

On December 15 and 21, 2020, City Management and representatives of the applicable employee bargaining union, Compton Management Employees Association (CMEA)/AFSCME Local 2325, met, conferred and agreed to the proposed revisions to the classification specifications for the positions of Community Services Manager and Water Production and Distribution Supervisor.

After conducting a properly noticed public hearing pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter on March 18, 2021, the Personnel Board voted to recommend approval and adoption of the amendments to the Position Classification Plan to amend the Community Services Manager and Water Production and Distribution Supervisor positions to the City Council.

STATEMENT OF ISSUE

After review, staff has determined that in order to better classify the positions at issue according to authority, duties, and responsibilities and to meet the current departmental needs, it is necessary to amend the Position Classification Plan by amending the classification specifications for the positions of Community Services Manager and Water Production and Distribution Supervisor.

These revisions will update the existing Classification Plan.

FISCAL IMPACT

The salaries for the above-specified position classifications are included in the City's 2020-2021 adopted Fiscal Year's budget; therefore, no anticipated fiscal impact will result from approving the requested action.

RECOMMENDATION

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

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE CITY'S POSITION CLASSIFICATION PLAN BY AMENDING THE CLASSIFICATION SPECIFICATIONS FOR THE POSITIONS OF COMMUNITY SERVICE MANAGER AND WATER PRODUCTION AND DISTRIBUTION SUPERVISOR

WHEREAS, the City Manager authorized a review of the City's current Position Classification Plan to amend various provisions of the classification specifications for the positions of Community Services Manager and Water Production and Distribution Supervisor; and

WHEREAS, after review of the aforementioned position classifications, the City Manager has determined that in order to serve the City's best needs, the above-identified positions should be revised; and

WHEREAS, on December 15 and 21, 2020, City Management and representatives of the applicable employee bargaining union, Compton Management Employees Association (CMEA)/AFSCME Local 2325, met, conferred and agreed to the proposed revisions to the classification specifications for the positions of Community Services Manager and Water Production and Distribution Supervisor; and

WHEREAS, pursuant to the Compton City Charter, Sections 1010 and 1103, on March 18, 2021, the Personnel Board conducted a duly noticed public hearing on the City's request to amend the Position Classification Plan; and

WHEREAS, following the close of the public hearings, the Personnel Board did vote to recommend to the City Council adoption of the proposed amendment to the Position Classification Plan regarding the above-identified positions; and

WHEREAS, adoption of this resolution will not have a financial impact on the City's 2020-2021 Fiscal Year budget in that these positions and salaries are already allocated in this year's budget.

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

Section 1. That the revised classification specification for the position of Community Services Manager is hereby approved and added to the Position Classification Plan of the City of Compton.

Section 2. That the revised classification specification for the position of Water Production and Distribution Supervisor is hereby approved and added to the Position Classification Plan of the City of Compton.

Section 3. That adoption of this Resolution will not have a financial impact on the City's 2020-2021 Fiscal Year budget in that these positions and salaries are already allocated in the 2020-2021 Fiscal Year budget.

Section 4. That a duly certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller, Internal Services Department (Human Resources) and City Clerk.

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

ADOPTED this _____ day of _____, 2021.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2021.

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

AYES: COUNCILMEMBERS-
NOES: COUNCILMEMBERS-
ABSTAIN: COUNCILMEMBERS-
ABSENT: COUNCILMEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

PERSONNEL BOARD – CITY OF COMPTON
ZOOM MEETING
205 SOUTH WILLOWBROOK AVE., COMPTON, CA 90220
REGULAR MEETING
MARCH 18, 2021
6:00 P.M.

AGENDA

Officers, employees and others desiring to be heard on any of the matters shown on the agenda may address the Personnel Board telephonically by leaving a voicemail at (310) 605-5543 or electronically by emailing your comments to **contactpersonnelboard@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 Human Resources Office at (310) 605-5635 or email **contactpersonnelboard@comptoncity.org** prior to the meeting for assistance.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

NEW BUSINESS

A. Oral and Written Communications, Reports and Requests

A-1. Report of Temporary and Exempt Appointments as of March 10, 2021

A-2. Approval of Eligibility Lists for:

Computer Technician – Open Competitive

A-3. Request of Open-Competitive Recruitment for:

a. Deputy Director of Human Resources

b. Financial Analyst

B. PUBLIC HEARING – 6:30 PM

The Personnel Board, pursuant to Sections 1010 (c) and 1103 of the Compton City Charter, will hold a public hearing to consider the following proposed amendments to the Classification Plan:

B-1. Community Services Manager

B-2. Water Production and Distribution Supervisor

B-3. Security Officer

B-4. Security Lead Officer

B-5. Parking Control Officer

B-6. Parking Control Lead Officer

The Personnel Board, pursuant to Section 1101 (a) 6 of the Compton City Charter, will hold a public hearing to consider the following request to exempt positions from the Classified Service for a period not to exceed (6) months:

B-7. Financial Analyst
Community Development
(Effective March 22, 2021)

B-8. Video Production Specialist
Internal Services
(Effective 4/5/2021)

AUDIENCE COMMENTS

PERSONNEL BOARD COMMENTS

CLOSED SESSION

ADJOURNMENT

The next regular meeting of the Personnel Board is scheduled for Thursday, April 15, 2021 at 6:00 p.m. via Zoom.

Posted: March 15, 2021

Pursuant to Section 54957.5 of the California Government Code, any writings (except for those writings, which are exempt from disclosure) which are distributed to all or a majority of the members of the Personnel Board are available for public inspection in the Human Resources Department during regular business hours on March 18, 2021.

City of Compton		
Community Services Manager		
Department: Community Development	**Class Code:**	1609
Revised Date: December 2020	**FLSA Status:**	Exempt
Personnel Board Approved: 3-18-21	**Bargaining Unit:** AFSCME 2325 EXECUTIVE	
Council Approved:		

GENERAL PURPOSE: Under administrative direction, plans, organizes, directs and administers the activities and operations of the CareerLink Division; coordinates, reviews, and evaluates the work of personnel engaged in the CareekLink program through the delivery of employment, education and professional development services that prepare job seekers for careers and lifelong learning. Performs homeless advocacy, outreach, and programming services for the City; monitors grant reports and provides other grant assistance, and performs other related duties.

SUPERVISION RECEIVED/EXERCISED: An incumbent of this class reports to the Community Development Director, with responsibility for policy development, program planning, fiscal management, administration, and operational direction of the City's CareerLink Division. The incumbent is responsible for accomplishing Division objectives and goals within guidelines established by the Community Development Director. The incumbent supervises subordinate professional and clerical support personnel.

PRIMARY DUTIES AND RESPONSIBILITIES:

The following essential functions are those that are critical, integral, necessary, crucial, primary and fundamental to the job. Incumbents who possess the requisite skill, experience, education, and other job-related requirements of a position are expected to perform the essential functions of the job with or without a reasonable accommodation.

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Assumes full management responsibility for the CareerLink Division activities including the delivery of employment, education and professional development services that prepare job seekers for careers and lifelong learning by effectively linking employers and job seekers to meet community employment needs.
- Manages the development and implementation of the CareerLink Division goals, objectives, policies and priorities for each assigned service area; allocates resources accordingly.
- Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; identifies opportunities for improvement and directs the implementation of changes.
- Cultivates collaborative relationships with various agencies to furnish, develop, enhance and sustain program services.
- Directs the management of a variety of programs and services including those furnished by contractors, vendors or other agencies.
- Oversees or performs the collection, interpretation, and preparation of data for studies, reports, and recommendations on program or grant-funded activities.
- Perform grant responsibilities including but not limited to conducting research, writing applications, proposals and reports.
- Assist business with applicant screening, job matching and hiring fairs.

- Manage the City's First Source hiring program
- Develops and manages the Division intergovernmental and citizen relations efforts; represents the City with outside agencies, citizen groups, the media, and others concerning economic development programs and plans
- Composes, reviews, edits and approves all reports including requests for Council action and weekly or monthly reports of Division activity.
- Provides staff assistance to the Community Development Director; prepares and presents staff reports and other necessary correspondence; prepares and presents oral and written reports to the City Council, City Manager and other groups.
- Reviews local, state and federal legislation to determine impact on departmental plans, policies and strategies; prepares and coordinates responses and recommendations as appropriate.
- Attends various special civic events as a City representative; participates on a variety of boards and commissions; attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of employment and training services.
- Performs related duties and responsibilities as assigned.

MINIMUM QUALIFICATIONS:

Education and Experience:

Possession of a Bachelor's degree from an accredited college or university in Human Services, Public/Business Administration or a related field; AND seven (7) years progressively responsible experience in employment and training or other government funded social services programs or related field, AND three (3) years of management and/or supervisory experience; OR an equivalent combination of training and experience.

Required Licenses or Certifications:

- Must possess a valid California Class C Driver's License.

Required Knowledge of:

- City organization, operations, policies and procedures.
- City Code, City Ordinances, Standard Operating Manual, personnel policies and procedures, and applicable Memoranda of Understanding.
- Practices, principles, procedures, regulations, and techniques of employment and job-readiness training programs.
- Current and proposed legislation and laws of the local, state, and federal governments that affect employment and training programs.
- Community involvement methods and practices.
- Organizational and management practices applicable to the analysis and evaluation of programs, policies and operational needs.
- Principles and practices of organization, administration and personnel management.
- Principles and practices of budget preparation and administration.

Required Skill in:

- Establishing and maintaining effective working relationships with co-workers, outside agencies, community groups, local businesses, and the general public.

- Developing and administering budgets and monitoring expenditures.
- Supervising, leading, and delegating tasks and authority.
- Operating a personal computer utilizing standard and specialized software.
- Establishing and maintaining effective working relationships with co-workers and the public.
- Effective verbal and written communication.

Physical Demands / Work Environment:

- Work is primarily performed in a standard office environment.
- Work may involve exposure to wet surfaces, occasional loud noise and dust.
- Work requires light lifting, carrying and driving.
- Moderate finger dexterity and near vision is required.

City of Compton		
WATER PRODUCTION AND DISTRIBUTION SUPERVISOR		
Department: Water	**Class Code:**	6205
Revised Date: December 2020	**FLSA Status:**	Non-Exempt
Personnel Board Approved 03-18-21	**Bargaining Unit:** AFSCME 2325	
Council Approved: ***Resolution No.***		

GENERAL PURPOSE: Under general supervision of the Water Department General Manager, supervises assigned personnel and operations in the Water Production and Distribution/Pumping Division including the maintenance of wells, pumps and water storage facilities; oversees backflow prevention activities; and performs other related duties.

SUPERVISION RECEIVED/EXERCISED: Works under the general supervision of the Water Department General Manager or Assistant General Manager, and exercises supervision over subordinate skilled craft and labor and trades personnel.

PRIMARY DUTIES AND RESPONSIBILITIES:

The following essential functions are those that are critical, integral, necessary, crucial, primary and fundamental to the job. Incumbents who possess the requisite skill, experience, education, and other job-related requirements of a position are expected to perform the essential functions of the job with or without a reasonable accommodation.

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

Supervises the maintenance of wells, pumps and water storage facilities, and backflow prevention activities to ensure compliance with federal, state and local requirements and to maintain processes at an optimal and cost effective level; directs programs, projects and operational changes to meet these requirements.and in compliance with Department procedures and City policies.

Schedules maintenance projects, including the work of City crews or contractors engaged in maintenance tasks using accurate time and cost estimates. Develops, implements and monitors long-term plans, goals and objectives focused on achieving the assigned priorities.

- Supervises the activities of maintenance staff; monitors operations to identify and resolve problems and priorities; determines equipment, material and personnel needs; prepares work orders, assigns staff; reviews the work of maintenance staff to assure the work quality and timely accomplishment of assigned duties and responsibilities.
- Enforces work methods, procedures and standards, and assures that maintenance programs are in alignment with the City policies and safety standards.
- Inspects production and distribution facilities and equipment to ensure its proper functioning, minimize interruptions in the treatment/operation process, and to alleviate costly repairs; makes adjustments to operating equipment; reports the need for major or specialized repairs to equipment, machinery and electrical and electronic systems; oversees contract personnel in making major and/or highly technical repairs to equipment, machinery and systems; ensures the timely completion of preventive maintenance activities on facility equipment, machinery and systems.
- Ensures that production, well buildings and grounds are maintained in a clean and orderly manner.
- Prepares a variety of monthly reports on water produced or imported, status of wells and reservoir; maintains records and logs of services performed; reconciles statements of water imported from Metropolitan Water District of Southern California; prepares regulatory reports for State Water Resources Control Board – Division of Drinking Water compliance.

- Performs a variety of administrative activities including employee scheduling, payroll reporting, and work activity reports; maintains inventories and assures that adequate materials, supplies, equipment and tools are available.
- Reviews, investigates and responds to work requests and complaints; responds to requests for maps and drawings from other entities.
- Schedules and oversees the work of contractors and vendors that provide services to the City.
    - Responsible for carrying out the City's safety program at assigned facilities; ensures subordinates follow safety practices in work methods and procedures; enforces proper safety procedures while working in dangerous situations; educates employees on rules, regulations, codes, safe work habits and potential hazards presented by their work environment.
- Assists with the selection, training, motivation and evaluation of Division personnel, provides or coordinates staff training including safety training; works with employees to correct deficiencies; implements discipline and termination procedures.
- Stays abreast of new trends, innovations and emerging technologies in the field of water, water treatment, storage, disinfection, etc.
- Responds to emergency calls within specified time when participating in the emergency standby program.
- Performs related duties and responsibilities as assigned.

MINIMUM QUALIFICATIONS:

Education and Experience:

Possession of a High School diploma, G.E.D. or equivalent; AND four (4) years water production and distribution experience, including one (1) year of supervisory experience; OR an equivalent combination of education and experience.

Required Licenses or Certifications:

- Must possess a valid California Class C Driver’s License.
- Possession of a Grade II Water Treatment and Grade III Water Distribution Certification issued by the State Water Resources Control Board. Los Angeles County Certified Backflow Tester, is desirable.

Required Knowledge of:

- City organization, operations, policies and procedures.
- Principles and practices of water production, well field maintenance, repair and safety practices including equipment related maintenance.
- Principles and practices of water distribution system construction, backflow prevention, maintenance, repair and safety practices, including safety practices related to working in confined spaces.
- State and federal construction administration codes and regulations; Cal OSHA regulations.
- City Code, City Ordinances, Standard Operating Manual, personnel policies and procedures, and applicable Memoranda of Understanding.
- Proper installation of backflow devices.
- Principles and practices of organization, administration and personnel management.

Required Skill in:

- Establishing and maintaining effective working relationships with staff, City departments, elected officials, regulatory agencies, contractors, local businesses, and the general public.
- Interpreting and applying construction and maintenance standards, safety codes, and City policies and procedures.
- Monitoring operations and assuring the City’s water production facilities are properly and safely maintained.
- Reading and interpreting plans, schematics and specifications.

- Promoting and enforcing safe work practices.
- Supervising staff, and delegating tasks and authority.
- Assessing and prioritizing multiple tasks, projects and demands.
- Operating a personal computer, including word processing and spreadsheet software.
- Effective verbal and written communication.

Physical Demands / Work Environment:

- Work is performed in indoor and outdoor environments with considerable time spent in moderate temperatures (above 80 degrees), with exposure to the elements including heavy rain.
- Work requires reaching, bending, lifting, driving, pushing, walking and climbing (more than 12 feet).
- Good near vision and far vision is required.
- May be exposed to wet surfaces, minor amounts of dust and on occasion loud noises.
- Work may involve exposure to dangerous machinery, hazardous chemicals, high voltage control panels and motors.

April 27, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE CITY'S POSITION CLASSIFICATION PLAN BY AMENDING THE CLASSIFICATION SPECIFICATIONS FOR THE POSITIONS OF SECURITY OFFICER, SECURITY LEAD OFFICER, PARKING CONTROL OFFICER AND PARKING CONTROL LEAD OFFICER

SUMMARY

The City Council will consider adopting a resolution that will amend the City of Compton's Position Classification Plan to amend the classifications specifications for the Classified Service positions of Security Officer, Security Lead Officer, Parking Control Office and Parking Control Lead Officer.

BACKGROUND

The City Manager authorized a review of the City's current Position Classification Plan to amend various provisions of the classification specifications for the positions of Security Officer, Security Lead Officer, Parking Control Office and Parking Control Lead Officer.

City Management and representatives of the applicable employee bargaining union, Service Employees International Union (SEIU), Local 721, Public Safety Auxiliary Unit met and agreed to a settlement agreement. One of the agreement items included job specification amendments to the Position Classification Plan to revise the Security Officer, Security Lead Officer, Parking Control Office, and Parking Control Lead Officer specifications.

STATEMENT OF ISSUE

On February 23, 2021, during a close session meeting, City Council authorized the City Manager to execute a settlement agreement with the Service Employees International Union (SEIU) 721.

After conducting a properly noticed public hearing pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter on March 18, 2021, the Personnel Board voted to recommend approval and adoption of the amendments to the Position Classification Plan to amend the Security Officer, Security Lead Officer, Parking Control Officer and Parking Control Lead Officer positions to the City Council.

Based on the provisions of the authorized settlement agreement, it is necessary to amend the Position Classification Plan by amending the classification specifications for the following positions:

- Security Officer
- Security Lead Officer
- Parking Control Officer
- Parking Control Lead Officer

These revisions will update the existing Classification Plan.

FISCAL IMPACT

The salaries for the above-specified position classifications were amended in the City's 2020-2021 adopted Fiscal Year's budget; therefore, no anticipated fiscal impact will result from approving the requested action.

RECOMMENDATION

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

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE CITY'S POSITION CLASSIFICATION PLAN BY AMENDING THE CLASSIFICATION SPECIFICATIONS FOR THE POSITIONS OF SECURITY OFFICER, SECURITY LEAD OFFICER, PARKING CONTROL OFFICER AND PARKING CONTROL LEAD OFFICER

WHEREAS, on February 23, 2021, during a close session meeting, City Council authorized the City Manager to execute a settlement agreement with the Service Employees International Union (SEIU) 721; and

WHEREAS, one of matters agreed to between the parties in the settlement agreement requires revisions to the classification specifications for the Classified Service positions of Security Officer, Security Lead Officer, Parking Control Officer and Parking Control Lead Officer positions; and

WHEREAS, pursuant to the Compton City Charter, Sections 1010 and 1103, on March 18, 2021, the Personnel Board conducted a duly noticed public hearing on the request to amend the Position Classification Plan; and

WHEREAS, following the close of the public hearings, the Personnel Board did vote to recommend to the City Council adoption of the proposed amendment to the Position Classification Plan regarding the Security Officer, Security Lead Officer, Parking Control Officer and Parking Control Lead Officer positions; and

WHEREAS, adoption of this resolution will not have a financial impact on the City's 2020-2021 Fiscal Year Budget in that these positions and the salary increases are already allocated in this year's budget.

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

Section 1. That the revised classification specification for the position of Security Officer is hereby approved and added to the Position Classification Plan of the City of Compton.

Section 2. That the revised classification specification for the position of Security Lead Officer is hereby approved and added to the Position Classification Plan of the City of Compton.

Section 3. That the revised classification specification for the position of Parking Control Officer is hereby approved and added to the Position Classification Plan of the City of Compton.

Section 4. That the revised classification specification for the position of Parking Control Lead Officer is hereby approved and added to the Position Classification Plan of the City of Compton.

Section 5. That adoption of this Resolution will not have a financial impact on the City's 2020-2021 Fiscal Year Budget in that these positions and salary increases are already allocated in the 2020-2021 Fiscal Year budget.

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

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

ADOPTED this _____ day of _____, 2021.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2021.

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

AYES: COUNCILMEMBERS-
NOES: COUNCILMEMBERS-
ABSTAIN: COUNCILMEMBERS-
ABSENT: COUNCILMEMBERS-

_____
CITY CLERK OF THE CITY OF COMPTON

PERSONNEL BOARD – CITY OF COMPTON
ZOOM MEETING
205 SOUTH WILLOWBROOK AVE., COMPTON, CA 90220
REGULAR MEETING
MARCH 18, 2021
6:00 P.M.

AGENDA

Officers, employees and others desiring to be heard on any of the matters shown on the agenda may address the Personnel Board telephonically by leaving a voicemail at (310) 605-5543 or electronically by emailing your comments to **contactpersonnelboard@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 Human Resources Office at (310) 605-5635 or email **contactpersonnelboard@comptoncity.org** prior to the meeting for assistance.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

NEW BUSINESS

A. Oral and Written Communications, Reports and Requests

A-1. Report of Temporary and Exempt Appointments as of March 10, 2021

A-2. Approval of Eligibility Lists for:

Computer Technician – Open Competitive

A-3. Request of Open-Competitive Recruitment for:

a. Deputy Director of Human Resources

b. Financial Analyst

B. PUBLIC HEARING – 6:30 PM

The Personnel Board, pursuant to Sections 1010 (c) and 1103 of the Compton City Charter, will hold a public hearing to consider the following proposed amendments to the Classification Plan:

B-1. Community Services Manager

B-2. Water Production and Distribution Supervisor

B-3. Security Officer

B-4. Security Lead Officer

B-5. Parking Control Officer

B-6. Parking Control Lead Officer

The Personnel Board, pursuant to Section 1101 (a) 6 of the Compton City Charter, will hold a public hearing to consider the following request to exempt positions from the Classified Service for a period not to exceed (6) months:

B-7. Financial Analyst
Community Development
(Effective March 22, 2021)

B-8. Video Production Specialist
Internal Services
(Effective 4/5/2021)

AUDIENCE COMMENTS

PERSONNEL BOARD COMMENTS

CLOSED SESSION

ADJOURNMENT

The next regular meeting of the Personnel Board is scheduled for Thursday, April 15, 2021 at 6:00 p.m. via Zoom.

Posted: March 15, 2021

Pursuant to Section 54957.5 of the California Government Code, any writings (except for those writings, which are exempt from disclosure) which are distributed to all or a majority of the members of the Personnel Board are available for public inspection in the Human Resources Department during regular business hours on March 18, 2021.

City of Compton		
POSITION TITLE: Security Officer		
Department: Community Improvement Services	**Class Code:**	8511
Revised Date: February 24, 2021	**FLSA Status:**	
Personnel Board Approved: 03/18/21	**Bargaining Unit:** SEIU 721	
Council Approved: ***Resolution No.***		

GENERAL PURPOSE: Under supervision, to patrol city facilities, parks, playgrounds and parking lots around city property to ensure the safety of persons and property therein and to do related work as required.

SUPERVISION RECEIVED/EXERCISED: The Security Officer position reports to the Security Lead Officer or to the Community Improvement Services Director or his/her designee. The position has no supervisory duties.

DISTINGUISHING CHARACTERISTICS: Shift work (day, night, early morning) may be required on weekends and holidays. Security Officers will be required to carry a side arm following proper qualification procedures.

PRIMARY DUTIES AND RESPONSIBILITIES:

The following essential functions are those that are critical, integral, necessary, crucial, primary and fundamental to the job. Incumbents who possess the requisite skill, experience, education, and other job-related requirements of a position are expected to perform the essential functions of the job with or without a reasonable accommodation.

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Patrols an assigned area on foot and/or in vehicle.
- Serves at a fixed post in or at the entrance to a city facility.
- Checks security and safety of buildings, their contents, supplies and equipment.
- Guards against fire, theft, vandalism and other related dangers.
- Reports and takes action on problems caused by unruly persons, criminal activities, violations of city codes, rules and regulations, California State Laws, accidents, injuries, the need for building and equipment repairs and other hazardous conditions.
- Cites persons for parking violations.
- Acts as Sergeant of Arms at City Council meetings, handles mail between city departments.
- Questions, detains and may perform arrests of law violators.
- Restrains violent persons.
- Prevents trespassing and loitering.
- Escorts violators off city property, may carry loaded side arm.
- May furnish the public with rules and regulations governing city facilities.
- Assist law enforcement officers as directed.
- Prepares reports and maintains records of activities.
- Furnishes the public with information and directions as needed.
- Testifies in court and performs other related duties as required.

City of Compton
Security Officer

MINIMUM QUALIFICATIONS:

Education: Graduation from high school or G.E.D.

Experience Two (2) years experience as a Security Officer.

License Requirement: Possession of a valid California driver's license issued by the State Department of Motor Vehicles.

Certification Requirement: Possession of a valid Certificate of Completion for P.O.S.T. certified courses in Powers of Arrest and Firearms Training (P.C. 832(a)) at the time of application.

Required Knowledge of:

- Security methods and procedures including basic police operations as related to security laws of arrest.
- Acceptable security work.
- Legal rights of citizens.
- Basic methods and techniques for effective public contacts.
- The geography of the local area.

Ability to:

- Perform the full range of Security Officer duties.
- Properly use and care for firearms.
- Accurately observe incidents, and persons.
- Analyze situations quickly.
- Understand and follow oral and written directions.
- Write clear and comprehensive reports.
- Deal courteously and effectively with the public and all individuals or groups contacted in the course of work.

Physical Demands/Work Environment: Applicants must meet health status and physical requirements for this classification and work category as defined in the City's Medical Standards for Applicants and Employees -- including the requirements for visual acuity no worse than 20/40 in each eye, separately, without correction, or 20/30 in each eye, separately, with correction.

City of Compton		
SECURITY LEAD OFFICER		
Department: Community Improvement Services	**Class Code:**	6314
Revised Date: February 24, 2021	**FLSA Status:**	Non-Exempt
Personnel Board Approved: 03/18/21	**Bargaining Unit:** SEIU Local 721	
Council Approved: ***Resolution No.***		

GENERAL PURPOSE: Under supervision, serves as a lead to patrol city facilities, parks, playgrounds and parking lots around city property to ensure the safety of persons and property therein and to perform related work as required.

SUPERVISION RECEIVED/EXERCISED: Works under the general supervision of the Community Improvement Services Director; leads and provides training, guidance, and assistance to lower-level officers.

DISTINGUISHING CHARACTERISTICS: This is the journey level class in the Security Officer series. Positions at this level perform more highly skilled security duties than the lower level Security Officers, and have lead-level responsibilities at the worksite, whereas the Security Officer does not exercise lead responsibility. Shift work (day, night, and early morning) may be required on weekends and holidays. The Security Lead Officer will be required to carry a side arm following proper qualification procedures.

PRIMARY DUTIES AND RESPONSIBILITIES:

The following essential functions are those that are critical, integral, necessary, crucial, primary and fundamental to the job. Incumbents who possess the requisite skill, experience, education, and other job-related requirements of a position are expected to perform the essential functions of the job with or without a reasonable accommodation.

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Assist in orientation for new employees including building and park walk throughs, field training, uniform pick up, meet and greet with city directors, and assist with other details as needed.
- Complete incident reports of all events that occur while on duty.
- Serve as point of contact for any City related issues that occur while on duty.
- Patrols an assigned area on foot and/or in vehicle.
- Serves at a fixed post in or at the entrance to a city facility.
- Checks security and safety of buildings, their contents, supplies and equipment.
- Guards against fire, theft, vandalism and other related dangers.
- Reports and takes action on problems caused by unruly persons, criminal activities, violations of city codes, rules and regulations, California State Laws, accidents, injuries, the need for building and equipment repairs and other hazardous conditions.
- Cites persons for parking violations.
- Act as Sergeant of Arms at City Council meetings, handles mail between city departments.
- Questions, detains and may perform arrests of law violators.
- Restrains violent persons.
- Prevents trespassing and loitering.
- Escorts violators off city property, may carry loaded side arm.
- May furnish the public with rules and regulations governing City facilities.
- Assist law enforcement officers as directed.
- Prepares reports and maintains records of activities.
- Furnishes the public with information and directions as needed.

- Testifies in court.
- Performs other related duties as required.

MINIMUM QUALIFICATIONS:

Education and Experience:

Possession of a High School diploma or G.E.D equivalent; AND five (5) years of security experience is required.

Required Licenses or Certifications:

- **Must possess a valid California Class C Driver's License.**
- Possession of a valid Certificate of Completion for P. O. S. T. certified courses in Powers of Arrest and Firearms Training (P.C. 832 (a)) at the time of application.

Required Knowledge of:

- Security methods and procedures including basic police operations as related to security laws of arrest.
- Acceptable security work.
- Legal rights of citizens.
- Basic methods and techniques for effective public contacts.
- Geography of the local area.

Ability to:

- Perform the full range of Security Officer duties.
- Properly use and care for firearms.
- Accurately observe incidents, and persons.
- Analyze situations quickly.
- Understand and follow oral and written directions.
- Write clear and comprehensive reports.
- Deal courteously and effectively with the public and all individuals or groups contacted during the course of work.

Physical Demands / Age Requirement:

- Applicants must meet health status and physical requirements for this classification and work category as defined in the City's Medical Standards for Applicants and Employees - including the requirements for visual acuity no worse than 20/40 in each eye, separately, without correction, or 20/30 in each eye, separately with correction.
- Applicants must be at least 21 years of age at the time of application.

City of Compton		
POSITION TITLE: Parking Control Officer		
Department: Community Improvement Services	**Class Code:**	8513
Revised Date: February 24, 2021	**FLSA Status:**	Non-Exempt
Personnel Board Approved: 03-18-21	**Bargaining Unit:** SEIU 721	
Council Approved: ***Resolution No.***		

GENERAL PURPOSE: Under general supervision, to patrol assigned areas of the City, enforcing parking regulations and issuing citations; to assist in the removal of abandoned vehicles from City streets; to maintain a variety of records; and to do related work as required.

SUPERVISION RECEIVED: Report to the Parking Control Lead Officer.

PRIMARY DUTIES AND RESPONSIBILITIES:

The following essential functions are those that are critical, integral, necessary, crucial, primary and fundamental to the job. Incumbents who possess the requisite skill, experience, education, and other job-related requirements of a position are expected to perform the essential functions of the job with or without a reasonable accommodation.

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Patrols the City in a motor vehicle.
- Enforces parking regulations and issues citations as appropriate.
- Answers questions and provides information concerning parking regulations; provides helpful information for visitors to the area.
- Notes and reports problems with parking meters.
- Maintains activity and citation logs.
- Identifies and assists in the removal of abandoned vehicles on City streets.
- Assists in the training of school crossing guards and acts in their absence.
- Conducts and directs traffic in emergency situations.
- Operates a computer terminal to prepare and maintain records, files and reports; appears in court and presents evidence for disputed citations.
- Responds to requests for assistance with traffic control problems.
- Keeps vehicles supplied for work shift.
- Performs routine maintenance on parking control vehicles.
- Notifies other City staff of major repairs which are required.

MINIMUM QUALIFICATIONS:

Education and Experience:

Equivalent to graduation from high school. One (1) year of responsible work experience in a position requiring extensive public contact.

Required Licenses or Certifications:

Possession of an appropriate California driver's license issued by the State Department of Motor Vehicles.

Ability to:

- Read, interpret, apply and enforce parking regulations, laws and ordinances.
- Safely operate a motor vehicle.
- Operate a two-way radio.
- Work without direct supervision.
- Perform basic vehicle maintenance and upkeep.
- Operate a computer terminal to input and retrieve data.
- Read and write at the level required for successful job performance.
- Memorize details and incidents accurately.
- Maintain good public relations with people contacted during work assignments.
- Establish and maintain cooperative working relationships.
- Meet physical and health status requirements for this classification and work category as described in the City's Medical Standards for Applicants and Employees.

City of Compton		
PARKING CONTROL LEAD OFFICER		
Department: Community Improvement Services	**Class Code:**	6442
Revised Date: February 24, 2021	**FLSA Status:**	Non-Exempt
Personnel Board Approved: 03-18-21	**Bargaining Unit:** SEIU Local 721	
Council Approved: ***Resolution No.***		

GENERAL PURPOSE: Under general supervision, **serves as a lead** to patrol assigned areas of the City, enforcing parking regulations and issuing citations; to assist in the removal of abandoned vehicles from City streets; to maintain a variety of records; and to perform related work as required.

SUPERVISION RECEIVED/EXERCISED: Works under the general supervision of the Community Improvement Services Director or his/her designee; lead and provide**s** training, guidance, and assistance to Parking Control Officers.

DISTINGUISHING CHARACTERISTICS: This is a single position classification in the Parking Control series. This classification performs more highly skilled enforcement duties in comparison to the lower level Parking Control Officers, and has lead level responsibilities at the worksite, whereas the Parking Control Officer does not exercise lead responsibility.

PRIMARY DUTIES AND RESPONSIBILITIES:

The following essential functions are those that are critical, integral, necessary, crucial, primary and fundamental to the job. Incumbents who possess the requisite skill, experience, education, and other job-related requirements of a position are expected to perform the essential functions of the job with or without a reasonable accommodation.

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Responds to field issues as requested by Community Improvement Services Director.
- Ensures officers have proper equipment to complete their daily duties and responsibilities.
- A**s**sists in the coordination of training of Parking Control Officers.
- Patrols the City in a motor vehicle.
- Enforces parking regulations and issues citations as appropriate.
- Answers questions and provides information concerning parking regulations.
- Provides helpful information for visitors to the area.
- Notes and reports problems with parking meters.
- Maintains activity and citation logs.
- Identifies and assists in the removal of abandoned vehicles on City streets.
- Assists in the training of school crossing guards and acts in their absence.
- Conducts and directs traffic in emergency situations.
- Operates a computer terminal to prepare and maintain records, files and reports; appears in court and presents evidence for disputed citations.
- Responds to requests for assistance with traffic control problems.
- Keeps vehicles supplied for work shift.
- Performs routine maintenance on parking control vehicles.
- Notifies other City staff of major repairs which are required.
- Performs other duties as assigned or required.

City of Compton
Parking Control Lead Officer

MINIMUM QUALIFICATIONS:

Education and Experience:

Possession of a High School diploma or G.E.D equivalent; AND at least five (5) years of responsible work experience at the level of Parking Control Officer for the City of Compton is required.

Required Licenses or Certifications:

- **Must possess a valid California Class C Driver's License.**

Required Knowledge of:

- Basic laws, rules, ordinances and regulations governing parking enforcement functions.
- Basic vehicle maintenance and upkeep.
- Office methods and procedures.

Ability to:

- Read, interpret, apply and enforce parking regulations, laws and ordinances.
- Safely operate a motor vehicle.
- Operate a two-way radio.
- Work without direct supervision.
- Perform basic vehicle maintenance and upkeep.
- Operate a computer terminal to input and retrieve data.
- Read and write at the level required for successful job performance.
- Memorize details and incidents accurately.
- Maintain good public relations with people contacted during work assignments.
- Establish and maintain cooperative working relationships.
- Meet physical and health status requirements for this classification and work category as described in the City's Medical Standards for Applicants and Employees.

Physical Demands / Work Environment:

- Work may require frequent walking, talking, hearing, using hands and fingers, and perform other similar actions during the course of the workday.
- Work is primarily performed in outdoor environments with considerable time spent in moderate temperatures (above 80 degrees), with exposure to the elements including heavy rain.
- Good near vision, far vision and color perception is required.
- May be exposed to wet surfaces and occasional loud noises.
- Work may involve exposure to moving traffic.
- Must be able to work during weekdays, weekends, and holidays on any assigned shift.

April 27, 2021

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

FROM: **CITY MANAGER**

SUBJECT: **A REQUEST TO SET A PUBLIC HEARING TO APPROVE AMENDMENT NO. 1 TO THE PURCHASE SALE AGREEMENT BETWEEN THE CITY OF COMPTON AND THE OLSON URBAN HOUSING, LLC, FOR THE DEVELOPMENT OF CERTAIN CITY OWNED PROPERTY LOCATED AT 1950 NORTH CENTRAL AVENUE**

SUMMARY

Staff is requesting the City Council schedule a public hearing on **Tuesday, May 18, 2021 at 5:35 p.m.** to consider amendment no.1 to the Purchase Sale Agreement between the City of Compton and Olson Urban Housing, LLC for the development of 29 single-family homes on City owned property located at 1950 North Central Avenue.

BACKGROUND

The purpose of this hearing is to consider approval of a proposed Amendment No. 1 the Purchase and Sale Agreement between the City of Compton and the Olson Urban Housing, LLC (the "Developer"), of the property located at 1950 North Central Avenue for the development of 29 market rate and affordable housing units. The former Community Redevelopment Agency of the City of Compton acquired the Land. Following the dissolution of the Agency, the land was conveyed to the City as the Housing Successor to the former Agency.

STATEMENT OF THE ISSUE

In accordance with Section 33433 of California Health and Safety Code, any lease or sale of City property that was purchased using tax increment funds requires a public hearing of the legislative body. The public hearing must be noticed for not less than once a week for two (2) weeks in a newspaper of general circulation.

RECOMMENDATION

Staff respectfully requests that the City Council schedule a public hearing on this matter for **May 18, 2021, at 5:35 p.m.**

CRAIG J. CORNWELL
CITY MANAGER

April 27, 2021

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

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENT TO LEVY AND COLLECT ASSESSMENTS AND CHARGES WITHIN THE SEWER SERVICE CHARGES FOR FISCAL YEAR 2021/2022 AND APPOINT A TIME AND PLACE FOR A PUBLIC HEARING TO BE HELD ON MAY 18, 2021 AT 5:40 P.M.**

SUMMARY

A resolution of the City Council of the City of Compton declaring its intent to levy and collect assessments and charges within the Sewer Service Charges for Fiscal Year 2021/2022 and appoint a time and place for a public hearing to be held on May 18, 2021 @ 5:40 P.M.

BACKGROUND

Annually, the City is required by statute to prepare and adopt the Sewer Service Charge Assessments. This action is to declare the intention of the City Council to levy and collect assessments and charges within the Sewer Service Charge Assessments for Fiscal Year 2021/2022, and to set a date and time for the Public Hearing.

STATEMENT OF THE ISSUE

It is incumbent upon the City to declare its intention regarding the 2021/2022 Sewer Service Charge Assessments in order to raise revenue to fund services for maintenance of drainage, and to pay for sewer debt service (bonds) and maintenance.

FISCAL IMPACT

There is no fiscal impact associated with this action.

ALTERNATIVE

The City desires to appoint a time and place for a public hearing to be held on May 18, 2021 @ 5:40 P.M.

RECOMMENDATION

Staff recommends approval of the attached resolution.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENT TO LEVY AND COLLECT ASSESSMENTS AND CHARGES WITHIN THE SEWER SERVICE CHARGES FOR FISCAL YEAR 2021/2022 AND APPOINT A TIME AND PLACE FOR A PUBLIC HEARING TO BE HELD ON MAY 18, 2021 AT 5:40 P.M.

WHEREAS, the City Council of the City of Compton has by previous resolution initiated proceedings for the levy and collection of assessments and charges against lots and parcels of land and the Sewer Service Charge (hereinafter referred to collectively as the "Districts") for Fiscal Year 2021/2022; and

WHEREAS, the City Council of the City of Compton has ordered and received an Engineer's Report for the Districts for fiscal year 2021/2022 which has been filed with the City Clerk pursuant to the California Constitution and the City of Compton Municipal Code (hereinafter referred to as the "Municipal Code"), and said report has been presented to the City Council; and

WHEREAS, the City Council is required to declare its intent to levy and collect assessments, and to levy and collect the Sewer Service Charges for fiscal year 2021/2022 and to set a public hearing on said assessments and charges.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The City Council of the City of Compton hereby finds that the improvements, the levy and collection of assessments and charges related thereto are in the public interest, convenience, and benefit of the property owners within the Districts. The City Council hereby declares its intention to order the District improvements and to levy and collect assessments against the lots and parcels of land within the assessment district sewer service charge, pursuant to the provisions of the California Constitution for fiscal year 2021/2022, commencing July 1, 2021 and ending June 30, 2022, to pay for the costs and expenses of the improvements described in Section 3 (a) hereof. The City Council furthermore declares its intention to order the improvements, levy and collect charges against the lots and parcels of land for the Sewer Service Charge pursuant to Municipal Code for fiscal year 2021/2022 commencing July 1, 2021 and ending June 30, 2022, to pay for the costs and expenses of the improvements described in Section 3 hereof.

SECTION 3.

(a) The Compton Sewer Service Charge improvements and services include but are not limited to the maintenance, operation and incidental expenses related to the sanitary sewer system such as mains and manholes; and the repayment of a portion of the annual payment on bonds previously issued for the reconstruction of the City's sewer system.

(b) No substantial changes in the improvements or services are proposed for fiscal year 2021/2022. The Engineer's Report for fiscal year 2021/2022 shall provide a more detailed description of the improvements and services provided by the Districts and shall describe any substantial changes or expansion of the improvements for which properties are assessed.

SECTION 4. The assessments and charges for fiscal year 2021/2022 are apportioned according to the method identified in the Engineer's Report and are not proposed to increase from the assessments and charges approved and ordered for the previous fiscal year.

SECTION 5. Public property owned by any public agency in the performance of a public function, which is included within the boundaries of the Districts, shall not be subject to the assessment or charges to be made under these proceedings.

SECTION 6. Reference is hereby made to the Engineer's Report entitled "City of Compton, Sewer Service Charge, fiscal year 2021/2022", said Reports have been prepared and submitted under a single cover and are on file in the office of the City Clerk; provide a description of the improvements, the boundaries of the Districts, any Zones therein and the proposed assessments and charges upon lots and parcels of land within the Districts.

SECTION 7. *Notice is hereby given that on the* ***18th day of May @ 5:40 P.M.****, a public hearing will be held via Zoom, which can be found on the City's Website regarding the Sewer Service Charge for the fiscal year 2021/2022. The public hearing will afford interested persons the opportunity to hear and be heard.*

Any interested person may file a written protest with the City Clerk prior to the conclusion of the public hearing. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the signer thereof. The City Council shall consider all oral statements and written protests made or filed by any interested person.

Following such public hearing, the City Council shall consider and may take actions regarding the assessments and charges for fiscal year 2021/2022.

SECTION 8. The City Clerk is hereby authorized to give notice of such public hearing as provided by law.

SECTION 9. The City Council hereby determines and declares that the proposed assessments and charges constitute a continuation of assessments and charges existing on the effective date of Article XIIID, that the assessments are imposed exclusively to finance the maintenance and operation expenses for streets and the charges are imposed exclusively to finance maintenance and operation expenses of the public sewers and that the assessments and charges as presented are exempt from the requirements of Article XIIID, Section 4 of the California Constitution.

SECTION 10. Copies of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Public Works Departments.

SECTION 11. The Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____, 2021.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____day of_____, 2021.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

April 27, 2021

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENT TO LEVY AND COLLECT ASSESSMENTS AND CHARGES WITHIN THE LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2021/2022 AND APPOINT A TIME AND PLACE FOR A PUBLIC HEARING TO BE HELD ON MAY 18, 2021 AT 5:45 P.M.**

SUMMARY

A resolution of the City Council of the City of Compton declaring its intent to levy and collect assessments and charges within the Lighting and Landscape Assessment District No.1 for Fiscal Year 2021/2022, and appoint a time and place for a public hearing to be held on May 18, 2021 at 5:45 P.M.

BACKGROUND

Annually, the City is required by statute to prepare and adopt the Lighting and Landscape Assessments. This action is to declare the intention of the City Council to levy and collect assessments and charges within the Lighting and Landscape Assessment District No.1 for Fiscal Year 2021/2022, and to set a date and time for the Public Hearing.

STATEMENT OF THE ISSUE

It is incumbent upon the City to declare its intention regarding the 2021/2022 Lighting and Landscape Assessments in order to raise revenue to fund services for maintenance of lighting, landscaping, and traffic signals.

ALTERNATIVE

The City desires to appoint a time and place to hold a public hearing on May 18, 2021 at 5:45 P.M.

FISCAL IMPACT

There is no fiscal impact associated with this action.

RECOMMENDATION

Staff recommends approval of the attached resolution.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING ITS INTENT TO LEVY AND COLLECT ASSESSMENTS AND CHARGES WITHIN THE LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2021/2022 AND APPOINT A TIME AND PLACE FOR A PUBLIC HEARING TO BE HELD ON MAY 18, 2021 AT 5:45 P.M.

WHEREAS, the City Council of the City of Compton has by previous resolution initiated proceedings for the levy and collection of assessments and charges against lots and parcels of land within the Lighting and Landscape Assessment District No. 1 (hereinafter referred to collectively as the "Districts") for fiscal year 2021/2022; and

WHEREAS, the City Council of the City of Compton has ordered and received an Engineer's Report for the Districts for fiscal year 2021/2022, which has been filed with the City Clerk pursuant to the Landscape and Lighting Act of 1972 (hereinafter referred to as "Act") and the City of Compton Municipal Code (hereinafter referred to as the "Municipal Code"), and said report has been presented to the City Council; and

WHEREAS, the City Council is required to declare its intent to levy and collect assessments and charges within the Lighting and Landscape Assessment District for fiscal year 2021/2022 and to set a public hearing on said assessments and charges.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The City Council of the City of Compton hereby finds that the improvements and the levy and collection of assessments and charges related thereto are in the public interest and convenience, and benefits the property owners within the Districts. The City Council hereby declares its intent to order the District improvements, levy and collect assessments against the lots and parcels of land within the assessment district designated as the Compton Landscape and Lighting District No. 1, pursuant to the provisions of the Act for fiscal year 2021/2022, commencing July 1, 2021 and ending June 30, 2022, to pay for the costs and expense of the improvements described in Section 3 (a) hereof. The City Council furthermore declares its intention to order the improvements, to levy and collect charges against the lots and parcels of land, pursuant to Municipal Code for fiscal year 2021/2022, commencing July 1, 2021 and ending June 30, 2022, to pay for the costs and expenses of the improvements described in Section 3 hereof.

SECTION 3.

(a) The Compton Lighting and Landscape Assessment District improvements and services include but are not limited to the maintenance, operation and incidental expenses related to: streetlights, traffic signals and appurtenant facilities located along public streets, roadways and right-of-way; ornamental structures, landscaping, trees, shrubs, grass and other ornamental vegetation and appurtenant facilities including irrigation systems and drainage devices.

(b) No substantial changes in the improvements or services are proposed for fiscal year 2021/2022. The Engineer's Report for fiscal year 2021/2022 shall provide a more detailed description of the improvements and services provided by the Districts, and shall describe any substantial changes or expansion of the improvements for which properties are assessed.

SECTION 4. The assessments and charges for fiscal year 2021/2022 are apportioned according to the method identified in the Engineer's Report and are not proposed to increase from the assessments and charges approved and ordered for the previous fiscal year.

SECTION 5. Public property owned by any public agency in the performance of a public function, which is included within the boundaries of the Districts, shall not be subject to the assessment or charges to be made under these proceedings.

SECTION 6. Reference is hereby made to the Engineer's Report entitled "City of Compton, Landscape and Lighting District No. 1, fiscal year 2021/2022 Engineer's Report" and "City of Compton, fiscal year 2021/2022", said Reports have been prepared and submitted under a single cover and are on file in the office of the City Clerk; provides a description of the improvements, boundaries of the Districts, any Zones therein and the proposed assessments and charges upon lots and parcels of land within the Districts.

SECTION 7. *Notice is hereby given that on the **18th day of May at 5:45 P.M.**, a public hearing will be held via Zoom, which can be found on the City's Website regarding the Landscape and Lighting District No.1 for the fiscal year 2021/2022. The public hearing will afford interested persons the opportunity to hear and be heard.*

Any interested person may file a written protest with the City Clerk prior to the conclusion of the public hearing. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the signer thereof. The City Council shall consider all oral statements and written protests made or filed by any interested person.

Following such public hearing, the City Council shall consider and may take actions regarding the assessments and charges for fiscal year 2021/2022.

SECTION 8. The City Clerk is hereby authorized and directed to give notice of such public hearing as provided by law.

SECTION 9. The City Council hereby determines and declares that the proposed assessments and charges constitute a continuation of assessments and charges existing on the effective date of Article XIIID, that the assessments are imposed exclusively to finance the maintenance and operation expenses for streets and charges are imposed exclusively to finance maintenance and operation expenses of the public sewers and that the assessments and charges as presented are exempt from the requirements of Article XIIID, Section 4 of the California Constitution.

SECTION 10. Copies of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk and Public Works.

SECTION 11. The Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____, 2021.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2021.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

April 27, 2021

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS 2020-2021 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR PRECISION CONCRETE CUTTING FOR PROVISION OF CITY-WIDE SIDEWALK REMEDIATION SERVICES ($200,000)

SUMMARY

Adoption of this resolution will amend the Public Works – Engineering Department ("Department") 2020-2021 Fiscal Year budget to transfer One Hundred Twenty Six Thousand Eight Hundred Thirteen Dollars ($126,813.00) between accounts, authorize the City Manager to enter into a three (3) year (i.e. May 1, 2021 through April 30, 2024) services agreement, including two (2) one-year renewal options, with Precision Concrete Cutting for provision of "as-needed" City-wide sidewalk remediation services and establish a purchase order in the amount of Two Hundred Thousand Dollars ($200,000.00) for services to be rendered during the first (1st) contract year.

BACKGROUND

The City of Compton has an obligation to maintain its public right-of-ways, including sidewalks in a manner to allow for safe travel. The City's sidewalks play an integral role in providing access to transit, economic districts, and residential areas throughout the City.

Over time the sidewalks within the City become damaged due to weathering, tree roots and regular use. To address this issue, the City has developed a "Sidewalk Trip Hazard Remediation Program" to regularly repair or reconstruct damaged sidewalks to ensure pedestrian safety. This Program involves daily field inspections for trip hazards, sidewalk surveys to identify areas for sidewalk remediation and reduce liability risk caused by damaged sidewalks.

Due to insufficient trained and experienced staff and necessary equipment, on February 24, 2021, the Department advertised for Request for Quotations ("RFQ"s) for the remediation of up to 400 miles of concrete sidewalks from qualified companies to provide sidewalk trip hazard remediation services.

The City's RFQ specified that services requested include the remediation of concrete sidewalk trip hazards from 1/2" and up to 2" in pre-designated work areas throughout the City. Remediation services are to include the following:

- Remediation must remove trip hazards completely, from one end of the raised side joint to the other
- Contractor must use a horizontal saw cutting technique that guarantees a planar surface after cutting
- Contractor must guarantee that the removed trip hazard will have a uniform appearance and texture
- Contractor trip hazard repairs may not leave ridges or grooves that could hold water and prevent drainage of rain water or irrigation
- Contractor must use a dust abatement system to limit the amount of dust being emitted in the air
- Remediation service may not cause any damage to landscaping, retaining walls, curbs, sprinkler heads, utility covers and any other objects adjacent to sidewalks
- Contractor must repair each sidewalk trip hazard without damage or visible marking to adjacent concrete slab or curb
- Contractor must not utilize grinding or pulverization of the concrete causing micro-cracks or weakening concrete panels

STATEMENT OF ISSUE

On March 18, 2021, the Department received proposals/quotes from BPR, Inc. and Precision Concrete Cutting as follows:

Contractor	Location	Method	Acceptable	Price/Inch Ft.
BPR, Inc.	Port Hueneme, CA	Saw Cutting	Yes	$37.50
PCC	Chino Hills, CA	Saw Cutting	Yes	$33.50 (1:8/inch ft.)

Pricing	BPR, Inc.	Precision Concrete Cutting
Sidewalk Trip Hazard Repair at 1:8 Per Inch Foot	$37.50/ Inch Ft.	$33.50/Inch Foot
Sidewalk Trip Hazard Repair at 1:12 Per Inch Foot	$37.50	$37.50/Inch Foot
Sidewalk Trip Hazard Repair at 1:8 Per Inch Foot and Sidewalk Assessment Services	n/a	$39.50/Inch Foot

Sidewalk Trip Hazard Repair at 1:12 Per Inch Foot and Sidewalk Assessment Services	n/a	$44.50/Inch Foot

A selection committee consisting of Department staff, the City Manager's Office and the City's engineering consultant reviewed and evaluated the proposals/quotes submitted based upon the criteria stated in the RFQ as follows: experience, years of service, process, techniques, equipment, availability, timing, cost of service, warranty, guarantee to achieve repairs following the City's requirements, and references. Additionally, the contractors were also requested to provide examples of work practices identifying past and/or current projects of similar scope. After careful consideration, the selection committee recommends awarding a multi-year (i.e. May 1, 2021 through April 30, 2024, with two 1-year renewal options) contract, to lock in the bid item quotes, to Precision Concrete Cutting ("PCC").

PCC provided a detailed comprehensive proposal with specific examples of their process, techniques, and methodology with examples of their past work practices identifying past or current projects of similar scope as well as for the following proposed scope of services:

- Provide a comprehensive Sidewalk Assessment Survey using their specialized GPS survey software to identify the problem and provide an in-depth report and recommendations
- Offer a unique uneven sidewalk repair service that stretches the budget, meets ADA requirements, and removes the risk of liability
- Offers a City-wide Sidewalk Repair and Maintenance Program tailored to the City's needs and budget constraints
- Guaranteed ADA and OSHA compliance
- Quick removal with little disruption in service
- Safe and longer lasting sidewalks
- Uses a patented diamond saw cutting method which saves more sidewalk
- Up to 150 repairs per day
- Dust abatement system used during all repair operations
- Detailed, auditable invoices for every repair
- Debris from repaired areas are collected and removed
- Provide photographs of damaged areas
- Guarantee to meet all the requirements of the City's RFQ

PCC will not utilize grinding as a method of sidewalk remediation which often damages the concrete, is often unsightly, difficult to comply with ADA slope requirements, hard to use on larger trip hazards next to objects, very slow process and generates lots of dusts, and has no cost advantages.

PCC of Southern California has worked with many cities, inspecting and repairing over 100,000 sidewalk panels around Southern California without a single incident. PCC was awarded 5 patents by the U.S. patent and trademark offices.

Although BPR, Inc. responded to the RFQ, they did not provide adequate details in their proposal, including no indication as to the method they use to smooth the surface after cutting the concrete or providing examples of work practices identifying past and/or current projects of similar scope to fully understand their processes, techniques, and methodologies to assist the selection committee to fully understand their approach to sidewalk remediation.

FISCAL IMPACT

The Public Works 2020-2021 Fiscal Year budget will need to be amended to increase expenditures from prior year fund balances as follows:

Increase Expenditures:

Account No.	Description	Amount
2604-710-000-4269	Other Contract Services	$126,813

Funds in the amount of $200,000 will be available in the Department's 2020-2021 Fiscal Year budget as follows:

Account No.	Description	Amount
2604-710-000-4269	Other Contract Services	$200,000.00

Funds in the amount of $200,000 per contract year will be appropriated in future year budgets for the remaining contract term.

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 AMENDING THE PUBLIC WORKS 2020-2021 FISCAL YEAR BUDGET TO TRANSFER FUNDS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR SERVICE AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR PRECISION CONCRETE CUTTING FOR PROVISION OF CITY-WIDE SIDEWALK REMEDIATION SERVICES ($200,000)

WHEREAS, the City's goal is to maintain the public right-of-way sidewalks to allow for safe travel for pedestrians and people with disabilities and sidewalks also play an integral role in providing access to transit, economic districts, and residential areas throughout the City; and

WHEREAS, over time sidewalks in the City have become damaged due to weathering, tree roots and regular use and as a result the City has developed a "Sidewalk Trip Hazard Remediation Program" to regularly repair or reconstruct damaged sidewalks to ensure pedestrian safety; and

WHEREAS, this Program involves daily field inspections for trip hazards, sidewalk surveys to identify areas for sidewalk remediation, and reduce liability risk caused by damaged sidewalks; and

WHEREAS, due to insufficient trained and experienced staff and necessary equipment, on February 24, 2021, the Public Works - Engineering Department ("Department") advertised for Request for Quotations ("RFQ"s) for the remediation of up to 400 miles of concrete sidewalks from qualified companies to provide sidewalk trip hazard remediation services; and

WHEREAS, on March 18, 2021, the Department received proposals/quotes from BPR, Inc. and Precision Concrete Cutting as follows:

Contractor	**Location**	**Method**	**Acceptable**	**Price/Inch Ft.**
BPR, Inc.	Port Hueneme, CA	Saw Cutting	Yes	$37.50
PCC	Chino Hills, CA	Saw Cutting	Yes	$33.50 (1:8/inch ft.); and

Pricing	**BPR, Inc.**	**Precision Concrete Cutting**
Sidewalk Trip Hazard Repair at 1:8 Per Inch Foot	$37.50/ Inch Ft.	$33.50/Inch Foot
Sidewalk Trip Hazard Repair at 1:12 Per Inch Foot	$37.50	$37.50/Inch Foot
Sidewalk Trip Hazard Repair at 1:8 Per Inch Foot and Sidewalk Assessment Services	n/a	$39.50/Inch Foot
Sidewalk Trip Hazard Repair at 1:12 Per Inch Foot and Sidewalk Assessment Services	n/a	$44.50/Inch Foot

WHEREAS, the contractors' submittals were evaluated based upon the criteria stated in the RFQ as follows: experience, years of service, process, techniques, equipment, availability, timing, cost of service, warranty, guarantee to achieve repairs following the City's requirements, and references; and

WHEREAS, PCC provided a detailed comprehensive proposal with specific examples of their process, techniques, and methodology with examples of their past work practices identifying past or current projects of similar scope as well as identifying their ability to satisfy the requested services specified within the City's RFQ; and

WHEREAS, although BPR, Inc. responded to the RFQ, they did not provide adequate details in their proposal, including no indication as to the method they use to smooth the surface after cutting the concrete or providing examples of work practices identifying past and/or current projects of similar scope to fully understand their processes, techniques, and methodologies to assist the selection committee to fully understand their approach to sidewalk remediation; and

WHEREAS, after careful consideration, the selection committee, consisting of Department staff, the City Manager's Office and the City's engineering consultant, recommends awarding a three (3) year, with two (2) 1-year renewal options, contract for the needed services to Precision Concrete Cutting ("PCC"); and

WHEREAS, the Department's 2020-2021 Fiscal Year budget will need to be amended to increase expenditures from prior year fund balances, after which funds in the amount of $200,000 will be available in the Department's 2020-2021 Fiscal Year budget for services to be rendered during the first (1st) year of the contract.

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

SECTION 1. That the proposal/quote of Precision Concrete Cutting for the provision of "as-needed" City-wide sidewalk remediation services is hereby accepted and all other proposals/quotes are rejected.

SECTION 2. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into a three (3) year (i.e. May 1, 2021 through April 30, 2024) services agreement, including two (2) one-year renewal options, with Precision Concrete Cutting for provisions of "as-needed" City-wide sidewalk remediation services.

SECTION 3. That the Public Works – Engineering Department 2020-2021 Fiscal Year budget shall be amended to increase expenditures from prior year fund balances as follows:

Increase Expenditures:

Account No.	**Description**	**Amount**
2604-710-000-4269	Other Contract Services	$126,813

SECTION 4. That funds for expenditures during the first (1st) contract year in the amount of $200,000.00 will be available in the Public Works – Engineering Department 2020-2021 Fiscal Year budget as follows:

Account No.	**Description**	**Amount**
2604-710-000-4269	Other Contract Services	$200,000.00

SECTION 5. That a purchase order in the amount of $200,000.00 shall be established for Precision Concrete Cutting for services rendered during the first (1st) contract year. Funding in the amount of $200,000 per contract year will be appropriated in future year budgets for the remaining contract term.

SECTION 6. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works – Engineering Department.

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

ADOPTED this _____ day of _____, 2021.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk, at a regular meeting thereof held on the _____ day of _____, 2021.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

SERVICES CONTRACT
BETWEEN
CITY OF COMPTON
AND
PRECISION CONCRETE CUTTING

This **CONTRACT** is entered into by and between the **CITY OF COMPTON,** a municipal corporation of the State of California (hereinafter referred to as "**CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220 and **PRECISION CONCRETE CUTTING** (hereinafter referred to as **"CONTRACTOR"**) located at 13089 Peyton Drive, Suite C235, Chino Hills, California 91709, (each a "Party" and collectively, the "Parties").

RECITALS:

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

B. Contractor is a corporation duly organized and in good standing in the State of California. Contractor represents that it is duly licensed by the State of California (License No. 825022) and has the background, knowledge, experience and expertise to perform the obligations set forth in this Contract.

C. City and Contractor enter into this Contract for the purpose of retaining Precision Concrete Cutting (Contractor) to perform that work required pursuant to the Contract herein (i.e. City-wide, "as-needed" Sidewalk Trip Hazard Remediation Services).

D. Authorization to enter into this Contract is pursuant to Resolution No. _____ adopted by the City Council on _____, 2021.

AGREEMENT:

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

1.0 GENERAL PROVISIONS

1.1 Definitions.

1.1.1 "Work" consists of all of the services to be performed, including but not limited to all of the labor, materials and equipment necessary to satisfactorily perform and complete the work in accordance with the Contract Documents.

1.1.2 "Contract Documents" consists of this Contract (interchangeably "Agreement"), (including all exhibits and schedules), any amendments and clarifications issued thereto, the "City's Request for Quotations," any "Instructions to Bidders," any "Supplementary Instructions to Bidders," and any addendum(s) and supplements thereto issued by the City, the "Proposal" and any "Bid/Unit Price Proposal" submitted by the Contractor, information required of bidder, all required bonds, insurance policies, endorsements, certificates, permits, notices and affidavits, notice to proceed, Standard Specifications of the State of California Department of Transportation (CalTrans), latest Edition (except as modified), Work Area Traffic Control Handbook (WATCH), latest Edition, Manual on Uniform Traffic Control Devices (MUTCD), latest Edition, MUTCD Latest California Supplement, and any and all other documents identified in the Contract Documents which together form the Contract between the City and the Contractor.

1.2 Trust and Confidence.

Contractor accepts the obligation of trust and confidence established between it and City by this Contract and shall act in the best interests of City, as its fiduciary, in carrying out Contractor's duties and responsibilities under this Contract, including, without limitation, the furnishing of efficient business administration, sufficient senior level management and other qualified personnel to complete Contractor's obligations under the Contract Documents in an expeditious and economical manner and within the Contract Price and Contract Time.

1.3 Standard of Care.

Contractor shall perform all its obligations under the Contract Documents in accordance with the highest standard of care applicable to the performance of services and work required by the Contract Documents. In the event portions of the work are to be performed in accordance with a specific performance standard, the work shall be performed so as to achieve such standard.

1.4 Compliance with Applicable Laws.

Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the work, and shall give all notices and comply with all applicable laws and lawful orders of any governmental authorities (including, without limitation, those laws, ordinances, rules, regulations and lawful orders relating to safety, prevailing wage, Hazardous Substances, and equal employment opportunities); pay all local, state and federal taxes; and pay all benefits, insurance, taxes and contributions for Social Security and Unemployment Insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. Contractor shall be liable for all violations of such laws and regulations in connection with the Contractor's obligations for work performed. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a Charter city are a part of this Contract to the same extent as though set forth herein and will be complied with. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents (hereinafter "City") free and harmless, pursuant to the indemnification provisions of this Contract, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to work required within this Contract. Contractor shall also comply with the following laws:

1.4.1 Prohibition Against Employment Discrimination. During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, gender, marital status, ethnicity, religion, age or medical condition as set forth in the California Labor Code Section 177.6, Government Code, Title VII of the Civil Rights Act and the Civil Rights Act of 1991 and any amendments to the above. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, gender, marital status, ethnicity, religion, age or medical condition.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or

suspended in whole or part and the Contractor may be declared ineligible for further Government contracts and such other sanctions may be imposed and remedies invoked as provided by law.

1.4.2 Employment Eligibility. Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to the Immigration Reform and Control Act of 1986, as may be amended from time to time. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of this Agreement. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors performing any work relating to this Project or this Agreement to make the verifications and comply with all requirements and restrictions provided herein. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in this Section 1.5.8. Should Contractor employ undocumented aliens for the performance of Work covered by this Agreement, and should any liability or sanctions be imposed against the City for such use of undocumented aliens, Contractor hereby agrees to and shall reimburse City for the cost of all liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

1.4.3 Prevailing Wage Requirements. This work is funded in whole or in part with public funds. Therefore, the applicable prevailing wage rates will be enforced. Contractor's duty to pay State prevailing wages can be found under California Labor Code Section 1770 et seq. and the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment can be found in California Labor Code Sections 1775 and 1777.7, as such wage rates are amended from time to time. It is the Contractor's responsibility to ensure payment of prevailing wages and inform all subcontractors that prevailing wage requirements apply to this construction project from commencement of the Contract through completion of the Work.

.a Contractor shall pay all employees on said work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this work. Contractor shall forfeit to the City**,** as penalty, **Fifty Dollars ($50.00)** for each calendar day or portion thereof for each worker paid (either by him or any subcontractors under him) less than the prevailing rate described above on the Work provided for in this Agreement, all in accordance with the State Labor Code and be subject to debarment from future public works projects with the City for a period not to exceed three (3) years. The Contractor shall not require more than eight (8) hours in a day from any person employed by him hereunder, except as provided in the Labor Code. The Contractor shall conform to the State Labor Code and it is agreed that the Contractor shall forfeit to the City, as penalty, the sum of **Twenty Five Dollars ($25.00)** for each worker employed in the execution of this Contract by the Contractor or any subcontractors for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in one day or 40 hours in one week in violation of said article. The Contractor shall indemnify, defend and hold harmless the City, its officials, officers, employees and agents from any and all liability including, but not limited to wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but not limited to the Federal Fair Labor Standards Act, as amended, for work performed by the Contractor's employees for which the City may be found jointly or solely liable.

1.4.4 Water Pollution Control.

1.4.4.1 Best Management Practices (BMPs). Contractor, without limitation, shall be responsible to provide and implement Best Management Practices to comply with National Pollution Discharge Elimination System ("NPDES") standards and practices. The Contractor shall be responsible, to the fullest extent possible, not to permit any contaminants, including soil, to enter any drainage system. Contractor shall be responsible to maintain equipment so that oil, grease, gasoline, diesel fuel, et al., does not contaminate areas subject to run-off. The Contractor and its surety shall fully indemnify the City for any pollution damage and/or cleaning costs. All construction of off-site and on-site improvements shall adhere to NPDES Best Management Practices to prevent deleterious materials or

pollutants from entering the City or County storm drain systems. Best Management Practices shall be defined as any program, technology, process, site criteria, operating method, measure or device which controls, prevents, removes or reduces pollution. Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities.

The City, as permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency and private citizens. The City may assess the Contractor a penalty of One thousand Dollars ($1,000.00) for each calendar day that the Contractor has not fully implemented the BMPs specified for the contract and/or is otherwise in noncompliance with these provisions. In addition, the City will deduct, from the final payment due the contractor, the total amount of any fines levied on the City, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

1.4.5 Upon City's request, Contractor shall furnish evidence satisfactory to City that any and all of the foregoing obligations have been fulfilled. Without limiting the foregoing, Contractor shall pay all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work.

1.5 Key Personnel.

1.5.1 Contractor's Representative. Contractor hereby designates **Ron Durna, President** of Contractor as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

1.5.2 City's Representative. City hereby designates the **Director of Public Works Department** or his/her designee as City's Representative for this Contract work.

1.6 Independent Contractor.

Contractor shall be an independent contractor, and neither Contractor, its officers, principals, employees, agents, volunteers and subcontractors (collectively hereinafter the "Contractor"), shall be considered employees or agents of City. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Contract. Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Contract or is otherwise expressly conferred in writing by City. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Contract that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights. Contractor retains the right to provide services for others during the term of this Contract.

1.7 Permits.

Contractor understands and assumes all risk and sole responsibility for obtaining and maintaining all permits, licenses and approvals that may be necessary for the work to be completely constructed and accepted by City.

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

2.0 SCOPE OF SERVICES

2.1 It is the mutual understanding of the Parties that all services to be performed hereunder shall be performed pursuant to the fee schedule, scope of work, the Director, and other requirements contained in the Contract Documents. Contractor agrees to provide and furnish all necessary professionals, managers, supervisors, staff, equipment, materials, supplies, manufactured articles, laborers, necessary tools, expendable equipment, all utility, transportation and services, including fuel, essential communications and other facilities required in connection with providing City-wide sidewalk trip remediation services on an "as-needed" basis; which shall include, but not limited to performing the following services at/on designated public property as requested by the City:

- Respond to the designated work site within twenty-four (24) hours from request for services and approval of the cost proposal by the City
- Remediation of concrete sidewalk trip hazards from ½" and up to 2" in pre-designated work areas
- The service provided must repair each sidewalk trip hazard without damage or visible markings to adjacent slab(s) or curb(s)
- Contractor must guarantee that the removed trip hazard will have a uniform appearance and texture
- Any panels inspected and deemed not to be at zero point of differential will be repaired to the required specifications
- Contractor must use a horizontal saw cutting technique that guarantees a planar surface after cutting
- The hardware must be flush to the ground and capable of working at any angle and perform trip hazard removal in hard to reach areas, around obstacles, on narrow walkways, next to fences and retaining walls or buildings
- Provide before and after pictures of area(s) where services performed
- Completion of requested and approved services within time specified by the City
- Be available to provide and perform requested services five (5) days a week, as needed
- Provide other services as requested and approved by the City

Contractor shall not proceed with any work until the City has approved an itemized cost proposal presented to the City by the Contractor for the requested services.

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

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

4.0 CONTRACT TERM

The Contractor shall commence performance of the work on or about May 1, 2021, or as otherwise agreed in writing with the Director of Public Works or his/her designee. The term of this Contract shall be for a period of three (3) years, May 1, 2021 – April 30, 2024, with an option to renew/extend the Contract for an additional two (2) one-year terms, if agreed to by the Parties, unless this Contract is terminated as provided herein.

5.0 CONTRACT PRICE

5.1 Total Compensation.

The method of payment for the services rendered pursuant to this Contract shall be based

on unit price/bid quote, per task basis, billable at the unit price rates specified within the **Contractor's Proposal/Quote**, which is incorporated herein. It is understood and agreed between the Parties that the maximum compensation payable for the services to be provided by the Contractor each contract year during the term of this Contract shall be limited to a not-to-exceed amount of **Two Hundred Thousand Dollars ($200,000.00) per contract year,** including each renewed/extended contract year that may be exercised.

The total sum paid the Contractor shall include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the services or the scope of the project. In the instance of a change in the scope of services or scope of the project, adjustment to the compensation may be negotiated between the Contractor and the City. Adjustment in the compensation will not be effective until authorized and approved by contract amendment**.**

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

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

In the event of termination, the Contractor shall be entitled to compensation for the undisputed reasonable value of 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 Contractor's delivery to the City of any and all City property, documents, reports, records and materials associated with the performance of this Contract. If the Contract is terminated, in no event shall the amount(s) paid Contractor exceed the total agreed payable compensation for that contract year (i.e. $200,000.00).

6.0 Safety and Supervision of Work:

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

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

.a Employees and all other persons at any of the work locations subject to this Contract;

.b Materials and equipment stored at the locations for use in performance of the work; and

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

6.1.3 Contractor shall designate an individual at the locations in the employ of Contractor who shall act as Contractor's designated safety representative with a duty to prevent accidents.

6.1.4 Losses not insured under property insurance which may arise from the performance of the work, to the extent of the negligence attributed to such acts or omissions of Contractor

or anyone for whose acts Contractor may be liable, shall be promptly remedied by Contractor at Contractor's cost and without reimbursement by City as a cost of work, or in any other manner.

6.1.5 If City deems any part of the work or location unsafe, City may require Contractor, without assuming responsibility for Contractor's safety program, to immediately stop performance of the work or take corrective measures. Neither City's order nor Contractor's action in response thereto shall be the basis for adjustments in the Contract.

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

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

.b Subsurface or latent physical conditions at the locations differing from those indicated by information about the locations made available to Contractor prior to work assignment of the location.

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

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

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

7.0 Indemnity:

7.1 General Indemnity. To the fullest extent allowed by law, Contractor shall indemnify and save harmless the City**,** its officials, officers, employees, agents and volunteers (collectively hereafter the "City") against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall defend, indemnify and save the City from any and all liability or expense, including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions of the Contractor in the performance of this Contract, including operations of subcontractors and acts or omissions of employers or agents of the Contractor or its subcontractors.

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

7.2 Survival. The provisions of Paragraph 7.0 shall survive complete performance or termination of this Contract.

7.3 Severability. The invalidity of any portion of Paragraph 7.0 shall not affect or render unenforceable any other portions thereof.

8.0 Insurance:

8.1 Insurance Requirements. The Contractor shall not commence services under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this Section 8.0.

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense during the term of this Contract the following program(s) of insurance covering its operations hereunder. ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Contract.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City.

8.2 Minimum Scope of Insurance. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. Contractor shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work.

All insurance required hereunder shall be primary with respect to any insurance maintained by the City and shall not call on the City's program for contributions. Program(s) of insurance shall include:

8.2.1 Commercial General Liability. Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, with minimum limits of at least **One Million Dollars ($1,000,000.00)** per occurrence, and if written with an aggregate, the aggregate shall be double the per occurrence limit. Defense costs shall be paid in addition to the limits.

.a The policy shall contain no endorsements or provisions limiting coverage for (1) products and completed operations; (2) contractual liability; (3) third party action over claims; (4) cross liability exclusion for claims or suits by one insured against another; or (5) contain any exclusions contrary to the Contract.

8.2.2 Automobile Liability. Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1) with minimum limits of **One Million Dollars ($1,000,000.00)** each accident. If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle; and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees). Independent Contractors may not be able to purchase a Business Automobile policy and consideration may be given to accepting a Personal Automobile Liability policy. Requirements should stipulate "Automobile Liability Insurance with a limit of not less than $1,000,000 each accident."

8.2.3 Workers' Compensation. Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance, with a limit of not less than **One Million ($1,000,000.00)** per accident for bodily injury and disease. Workers' Compensation and Employer's Liability insurance may not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

8.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

8.3.1 The policy or policies of insurance required by Section 8.2.1 (Commercial General Liability) shall be endorsed to provide the following:

.a Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be named as ***"additional insured"*** with regard to liability and defense of suits or claims arising out of the performance of the Contract.

.b Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Contract.

.c Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

8.3.2 The policy or policies of insurance required by Section 8.2.2 (Automobile Liability) shall be endorsed to provide the following:

.a Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

8.3.3 The policy or policies of insurance required by Section 8.2.3 (Workers' Compensation) shall be endorsed to provide the following:

.a Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

.b Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

8.4 Waiver of Subrogation. Required insurance coverage's shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

8.5 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

8.6 Evidence of Insurance. ***The Contractor, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver certified copies of the required policies on forms approved by the City.*** The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

8.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

8.8 Insurance for Subcontractors. All subcontractors shall be included as additional insured's under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors

to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an ***"additional insured"*** to the subcontractor's policies. Contractor shall submit proof of compliance with this provision upon request of the City.

8.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the work under this Contract.

9.0 CERTIFICATIONS

9.1 Certification of Contractor. I, **Ron Durna**, **HEREBY CERTIFY** that I am the **President**, and duly authorized representative of the Contractor firm of **Precision Concrete Cutting** and that, except as hereby expressly stated, neither I nor the above firm that I represent have: (i) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Contract; nor (ii) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract; nor (iii) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this Contract.

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

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

If there are any exceptions to this certification, supply exceptions on a separate page, indicating to whom it applies, initiating agency, and dates of action.

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.

_____ _____

Ron Durna, President **(Date)**

10.0 DEFAULT AND TERMINATION

10.1 Default by Contractor.

10.1.1 Notice of Default. Without limitation to any of City's other rights or remedies at law or in equity, City shall have the right to terminate this Contract in the event that Contractor fails or refuses to perform any of the obligations set forth in this Contract or the other Contract Documents, and fails to cure such default in the manner required hereafter.

10.1.2 Opportunity to Cure Default. Contractor shall cure any default in performance of its obligations under the Contract Documents within two (2) business days after receipt of written notice of such default from City; provided, however, that if the breach cannot reasonably be cured within such time then Contractor will commence to cure the breach within two (2) days and will diligently and continuously prosecute such cure to completion within a reasonable time, which shall in no event be later than ten (10) calendar days after receipt of such written notice.

10.2 City's Rights and Remedies Upon Default.

10.2.1 Remedies Upon Default. In the event that Contractor fails to cure any breach of this Contract within the time periods set forth above, then City may pursue any remedies available under law or equity, including, without limitation, the following:

.a Delete Certain Services. City may, without terminating this Contract, delete certain portions of the work, reserving to itself all rights to recover losses related thereto.

.b Terminate this Contract. City may terminate all or any part of this Contract for cause according to the notice provisions set forth in this Contract, reserving to itself all rights to recover losses related thereto.

10.2.2 Rights Cumulative. All of City's rights and remedies under this Contract are cumulative, and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract Documents of certain breaches as "material" shall not be construed as implying that other breaches not so designated are not material nor shall such designations be construed as limiting City's right to terminate or the exercise of its other rights or remedies for default to only material breaches. City shall determine whether there has been noncompliance with the Contract Documents so as to warrant exercise by City of its rights and remedies for default. No termination or action taken by City after termination shall prejudice any other rights or remedies of City provided by law or equity or by the Contract Documents upon such termination; and City may proceed against Contractor to recover all losses suffered by City.

10.2.3 Contractor Obligations. Upon receipt of a notice of termination for default, Contractor shall, unless the notice states otherwise, perform each of the obligations set forth in Paragraph 10.4.1, below.

10.2.4 Damages to City.

.a Reservation of Remedies. City will be entitled to all damages available under the law, and all rights in equity, in the event of Contractor's breach of this Contract or the other Contract Documents.

.b No Release. If the City elects to terminate this Contract for cause, all monies due Contractor or retained under the terms of the Contract Documents; exclusive of undisputed reasonable amounts due for work satisfactorily performed prior to the termination; shall be forfeited to City. Such forfeiture shall not release Contractor from liability for failure to fulfill this Contract.

10.3 Termination Without Cause. City shall have the option, at its sole discretion and without cause, to terminate this Contract in part or in whole by giving thirty (30) days' written notice to Contractor as provided herein. Contractor agrees to accept such sums as allowed under this Section 10.3 as its sole and exclusive compensation and waives any claim for other compensation or losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect, incidental losses or damages, of any kind.

10.3.1 Contractor Obligations. Upon receipt of notice of termination without cause, Contractor shall, unless the notice directs otherwise, do the following:

.a Immediately discontinue performance to the extent specified in the notice;

.b Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of its obligations as is not discontinued;

.c Thereafter continue only such performance as may be necessary to preserve and protect work already completed or in progress and to protect materials and equipment on the location(s) or in transit thereto.

10.3.2 Final Billing. Following termination without cause and within thirty (30) days after receipt of a complete and timely billing from Contractor seeking payment of sums authorized by this Paragraph 10.4.2, City shall pay to Contractor as its sole and exclusive compensation for performance under this Contract the following:

.a The Contract Price earned and payable as of the date of termination, less sums previously paid to Contractor;

10.4 Contractor's Rights and Remedies.

10.4.1 Contractor's Remedies. Contractor may terminate this Contract for cause upon the occurrence of the following:

.a City fails to make payment of sums that are not in good faith disputed by City and fails to cure such default within (i) ninety (90) days after receipt of notice from Contractor notifying City of the default; and (ii) an additional thirty (30) days notice to City notifying it of its intention to terminate this Contract.

11.0 MISCELLANEOUS PROVISIONS

11.1 Warranties. Contractor warrants and guarantees all work under this Contract (which for purposes of this section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one (1) year (or period of time specified elsewhere in this Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later), following completion of the work, Contractor shall, within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other Contractor's subcontractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of

whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. This obligation shall survive completion or termination of the Contract.

11.2 Non-Liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Contract.

11.3 Governing Law. This Contract shall be governed by the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

11.4 Waiver of Jury Trial. Contractor voluntarily waives its right to a jury trial of any cause of action, claim, counter-claim or cross-complaint in any action, proceeding or hearing on any matter whatsoever arising out of, or in any way connected with, this Contract, the relationship between City and Contractor, Contractor's performance of the work, or the enforcement of any remedy under any law, statute or regulation now or hereafter in effect. Contractor shall include this provision for waiver of jury trial right in its contracts with its subcontractors who provide work pursuant to this Contract, waiving the right of a jury trial in any action involving City as a party, whether by joinder, consolidation, counter-claim, cross-complaint or otherwise.

11.5 Severability. Should any part of this Contract be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Contract, which shall continue in full force and effect, provided that the remainder of this Contract, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

11.6 Successors and Assigns. This Contract shall be binding on successors, assigns and legal representatives of and persons in privity of contract with City or Contractor. Contractor shall not assign, sublet or transfer an interest in this Contract without advance written approval of City. Assignment, subletting or transfer will not release Contractor from any of its obligations to City.

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

11.8 Survival. All provisions of this Contract which by their nature continue beyond the termination or completion of performance under this Contract, including, without limitation, those obligations pertaining indemnification, insurance and confidentiality, shall survive and continue in force after either termination or completion of performance by Contractor.

11.10 Copyrights. No report, maps, or other documents produced in whole or in part this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All documents become the property of the City who holds all the rights to said data.

11.11 Confidentiality of Reports. The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the City.

11.12 Employees of Contractor. The City does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Contractor will properly investigate all charges of harassment by residents, employees, agents or

subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

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

11.14 Entire Contract. The Contract Documents represent the entire and integrated Contract between City and Contractor and supersedes all prior negotiations, representations or Contracts, either written or oral. The Contract Documents may be amended or modified only by written documents executed by the Parties pursuant to proper authorization. Nothing contained in the Contract Documents shall be for the benefit of, create any contractual relationship with, or give rise to a cause of action in favor of any third party.

11.15 Execution Authority. The person(s) executing this Contract on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Contract on behalf of said Party, (iii) by so executing this Contract, such Party is formally bound to the provisions of this Contract, and (iv) the entering into this Contract does not violate any provision of any other Contract to which said Party is bound.

11.16 Contractors' Books and Records. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to work, services, expenditures and disbursements charged to the City for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Contractor shall maintain all documents and records which demonstrate performance under this Contract for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Any records or documents required to be maintained pursuant to this Contract shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City or a designated representative. Copies of such documents shall be provided to the City**,** at its expenses, for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Contract.

11.17 Examination and Audit. This Contract shall be subject to examination and audit of the City**,** State Auditor of the State of California and/or any duly authorized representative of the federal government, at the request of the City, or as part of any audit of the City, for a period of three (3) years, or longer if required by law, after final payment under this Contract.

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

12.0 NOTICES.

12.1 Delivery. All notices, demands or requests to be given under this Contract shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or via reputable delivery service (e.g. FedEx, etc.), or (b) on the fifth (5th) calendar day after the deposit thereof in the United States mail, postage prepaid and addressed as hereinafter provided, or (c) one business day after sent by facsimile transmission.

12.2 Addresses. All notices, demands, requests or approvals from Contractor to City shall be addressed to the City at:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Public Works Department
(310) 605-5505 - Phone
(310) 605-6326 – Fax

with copies to: City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager

All notices, demands or requests from City to Contractor shall be addressed to:

Precision Concrete Cutting
13089 Peyton Drive, Suite C235
Chino Hills, California 91709
Attn: Ron Durna, President
(909) 539-7740 - Phone
( ) - Fax

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

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

PRECISION CONCRETE CUTTING/CONTRACTOR

Dated: _____ **By _____**
Ron Durna, President

CITY OF COMPTON

Approved by:

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

Approved as to form:

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

ATTEST:

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

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

Sidewalk Trip Hazard Remediation Concrete Sidewalk Shaving and Ramping: Pricing

CONTACT: JOHN STRICKLAND

The information in this summary is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project. Any copying or unauthorized disclosure of this information is prohibited.

INTRO LETTER

Dear Mr. Strickland,

From 2007, Precision Concrete Cutting (PCC) of Southern California worked with many cities, inspecting and repairing over 100,000 sidewalk panels around Southern California without a single safety incident. This experience has granted us the unique opportunity to fully recognize what it is like to work in the City of Compton and interact with the community. Ron Durna was the foreman during this time and will be the Project Manager if award the RFQ. PCC can meet all the contract requirements and specifications outlined in the RFQ for Sidewalk Trip Hazard Remediation.

Precision Concrete Cutting of Southern California has been operating for more than 13 years. Its Senior Management is based here in Southern California, possessing a combination of 30+ years in service, project implementation, and business management on an executive level. In its operating years, Precision Concrete Cutting has led the company to build a clientele of over 500 and completing more than 1000 projects repairing trip and fall hazards.

The management team is complemented by an elite team of professional repair and survey technicians, who work in crews to inspect and repair sidewalks. In their artisan roles, each must achieve an immense level of craftsmanship, perform consistently at a physical demanding level, all while being meticulous in calculating and recording repair specifications. In addition, each technician provides a courteous, pleasant interface with members of business and residential communities they meet in their day-to-day activities -- to deliver the results expected by clients.

If awarded the contract for RFQ Sidewalk Trip Hazard Remediation, Precision Concrete Cutting will deploy personnel who are experienced in operating with cities of all magnitudes. Their experience will enable a swift yet efficient start for the service delivery of this contract.

The team members assigned and responsible for the City of Compton's projects, have many years of experience working in the area, along with other municipalities ranging from state capitals to small towns. Each technician is experienced in collaborating on projects as complex as: light rail train systems, city hazards, elevation correction per drainage issue and/ or repairing decades of work order backlogs for municipal clients. They are trained in the consideration of how to operate in sensitive business districts, pedestrian/resident inquiries, and customer communications.

Our experience and delivery of end-to-end sidewalk inspection and repair services has resulted in multi-year agreements with large municipal customers, universities, housing authorities, property management firms and private companies.

Should the City choose Precision Concrete Cutting, we promise to continue our commitment to excellence and quality. We will deploy only our most experienced and skilled technicians. As our track record has proven, we promise to provide the citizens of Compton with the quality of service that they have grown to expect.

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

ABOUT PRECISION CONCRETE CUTTING

PCC is the leader in uneven sidewalk repair

- Founded in 1992, branches throughout the US
- Developed a process to overcome the limitations and poor results from other methods
- Awarded 5 patents by the US patent and trademark office
- PCC offers this services throughout the US and Canada
- Working with 100s of cities, counties, and property managers throughout California

U.S. GREEN BUILDING COUNCIL MEMBER

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

WHAT WE DO

We help cities keep their sidewalks safe, accessible, and ADA compliant while managing tight budgets.

- Sidewalk safety, accessibility, and risk management are top priorities because of recent national and state court rulings.
- The question for City Managers is how to manage sidewalk maintenance and risk within the constraints of your budgets.

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

OUR SOLUTION

We offer the most cost effective solution for maintaining your sidewalks.

Provide comprehensive Sidewalk Assessment Surveys using our specialized GPS survey software to identify the problem and provide an in-depth report and recommendations.

Offer a unique Uneven Sidewalk Repair service that stretches your budget, meets your ADA requirements, and removes your risk of liability.

Offer a city wide Sidewalk Repair and Maintenance Programs tailored to your needs and budget constraints.

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

COMPREHENSIVE SIDEWALK SURVEYS

City of Commerce inspection report

Map of hazard location Emil Avenue

City of Commerce
City Manager-Public Works
5555 Concours Ave
Ontario, CA 91764
ph: (909) 723-4840

Sidewalk Inspection Report Matrix
City of Commerce - Zone 247
Emil Avenue

Precision Concrete Cutting
13053 Peyton Dr #C235
Chino Hills, Ca 91709

Total Sq. Ft.
1545

	LOCATION SPECIFICS					CONDITION							RECOMMENDED REPAIR					VISUAL	LAT	LONG
No	Street Name	Begins at Street	Segment To	Location/Description	Insp Date	Height 1	Height 2	Lateral Run	Spall	Void	Crack	Line	Photo ID	Approved	Cut Method	Panel Width	Length (L/V)	Sq Ft	Image		
1	Emil Avenue	Watcher	Gage	6354 E. Emil Ave.	2015-08-23	0.38	0.38	4							X	4	12	48	Hazard 1	33.9736938	-118.14048
2	Emil Avenue	Watcher	Gage	6364 E. Emil Ave.	2015-08-23	0.88	0.38	5							X	4	5	20	Hazard 2	33.9737816	-118.14048
3	Emil Avenue	Watcher	Gage	6350 E. Emil Ave.	2015-08-23	0.54	0.38	4							X	4	5	20	Hazard 3	33.9738122	-118.14047
4	Emil Avenue	Watcher	Gage	6350 E. Emil Ave.	2015-08-23	0.5	0.25	4							X	4	5	20	Hazard 4	33.9739363	-118.14043
5	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2015-08-23	0.38	0.25	4							X	4	5	20	Hazard 5	33.9739799	-118.1404
6	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2015-08-23	0.5	0.25	4							X	4	5	20	Hazard 6	33.973999	-118.14039
7	Emil Avenue	Watcher	Gage	AF 6343 E. Emil Ave.	2015-08-23	0.63	0.25	4							X	4	5	20	Hazard 7	33.9740327	-118.14037
8	Emil Avenue	Watcher	Gage	AF 6343 E. Emil Ave.	2015-08-23	0.5	0.25	4							X	4	5	20	Hazard 8	33.9740323	-118.14032
9	Emil Avenue	Watcher	Gage	AF 6335 Emil Ave.	2015-08-23	0	0	0							X		4	40	160	Hazard 9	33.9742546	-118.14002
10	Emil Avenue	Watcher	Gage	AF 6327 Emil Ave.	2015-08-23	0.5	0.25	4							X	4	5	20	Hazard 10	33.9744272	-118.14018
11	Emil Avenue	Watcher	Gage	AF 6327 Emil Ave.	2015-08-23	1.13	0.25	4							X	4	5	20	Hazard 11	33.9744435	-118.1402
12	Emil Avenue	Watcher	Gage	6318 E. Emil Ave.	2015-08-23	1.38	0.25	4							X	4	5	20	Hazard 12	33.9745332	-118.1401
13	Emil Avenue	Watcher	Gage	6318 E. Emil Ave.	2015-08-23	0.5	0	4							X	4	5	20	Hazard 13	33.9745789	-118.14008
14	Emil Avenue	Watcher	Gage	6304 E. Emil Ave.	2015-08-23	0.88	0.25	9							X	9	10	90	Hazard 14	33.975371	-118.13987
15	Emil Avenue	Watcher	Gage	6304 E. Emil Ave.	2015-08-23	0.38	0.25	9							X	9	15	135	Hazard 15	33.9749565	-118.13982
16	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2015-08-23	1.5	0.38	4							X	4	5	20	Hazard 16	33.9759102	-118.13928
17	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2015-08-23	0.88	0.88	4							X	4	5	20	Hazard 17	33.9758987	-118.13983
18	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2015-08-23	0.88	0.38	4							X	4	5	20	Hazard 18	33.9759216	-118.13941
19	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2015-08-23	0.63	0.5	4							X	4	5	20	Hazard 19	33.9758811	-118.1393
20	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2015-08-23	0.63	0.5	5							X	4	5	20	Hazard 20	33.9758224	-118.13945
21	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2015-08-23	0.5	0.13	4							X	4	5	20	Hazard 21	33.9757857	-118.13927
22	Emil Avenue	Watcher	Gage	6219 W. Emil Ave.	2015-08-23	0.38	0.13	4							X	4	5	20	Hazard 22	33.9755325	-118.13968
23	Emil Avenue	Watcher	Gage	6225 W. Emil Ave.	2015-08-23	0	0	0							X		4	32	128	Hazard 23	33.9754187	-118.13972
24	Emil Avenue	Watcher	Gage	6281 W. Emil Ave.	2015-08-23	0.75	0.25	4							X	4	9	30	Hazard 24	33.9751983	-118.13984
25	Emil Avenue	Watcher	Gage	6303 W. Emil Ave.	2015-08-23	0	0	0							X		4	26	104	Hazard 25	33.9749413	-118.14006
26	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2015-08-23	0.5	0.25	4							X	4	5	20	Hazard 26	33.9746877	-118.14017
27	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2015-08-23	0.63	0.38	4							X	4	5	20	Hazard 27	33.9746028	-118.1402
28	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2015-08-23	0.5	0.13	4							X	4	5	20	Hazard 28	33.9746513	-118.14033
29	Emil Avenue	Watcher	Gage	6319 W. Emil Ave.	2015-08-23	0.38	0.13	4							X	4	5	20	Hazard 29	33.9746054	-118.14036
30	Emil Avenue	Watcher	Gage	6323 W. Emil Ave.	2015-08-23	0.5	0.38	11							X	4	5	20	Hazard 30	33.9745238	-118.14051
31	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2015-08-23	1.13	0.5	4							X	4	5	20	Hazard 31	33.9744277	-118.14033
32	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2015-08-23	0.75	0.38	4							X	4	5	20	Hazard 32	33.9744148	-118.14034
33	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2015-08-23	1.25	0.75	4							X	4	5	20	Hazard 33	33.974411	-118.14047
34	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2015-08-23	1.13	0.63	4							X	4	5	20	Hazard 34	33.9743767	-118.14039
35	Emil Avenue	Watcher	Gage	6335 W. Emil Ave.	2015-08-23	1.38	0.38	4							X	4	5	20	Hazard 35	33.9741574	-118.14043
36	Emil Avenue	Watcher	Gage	6341 W. Emil Ave.	2015-08-23	0.75	0.38	4							X	4	5	20	Hazard 36	33.9741516	-118.14055
37	Emil Avenue	Watcher	Gage	6341 W. Emil Ave.	2015-08-23	1.38	0.5	4							X	4	5	20	Hazard 37	33.974184	-118.14056
38	Emil Avenue	Watcher	Gage	6341 W. Emil Ave.	2015-08-23	0.38	0.25	4							X	4	5	20	Hazard 38	33.9741287	-118.14056
39	Emil Avenue	Watcher	Gage	6347 W. Emil Ave.	2015-08-23	0.38	0.38	4							X	4	5	20	Hazard 39	33.9740713	-118.14059
40	Emil Avenue	Watcher	Gage	6345 W. Emil Ave.	2015-08-23	0.63	0.25	4							X	4	5	20	Hazard 40	33.9740219	-118.14063
41	Emil Avenue	Watcher	Gage	6351 W. Emil Ave.	2015-08-23	0.5	0.13	4							X	4	5	20	Hazard 41	33.9738283	-118.1407
42	Emil Avenue	Watcher	Gage	6357 W. Emil Ave.	2015-08-23	0.5	0.38	4							X	4	5	20	Hazard 42	33.9737187	-118.14097
43	Emil Avenue	Watcher	Gage	6357 W. Emil Ave.	2015-08-23	0.5	0.25	4							X	4	5	20	Hazard 43	33.9736824	-118.14097
44	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2015-08-23	0.5	0.25	4							X	4	5	20	Hazard 44	33.9736482	-118.14092
45	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2015-08-23	1	0	4							X	4	5	20	Hazard 45	33.9735947	-118.14092
46	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2015-08-23	1	0.5	4							X	4	5	20	Hazard 46	33.9735718	-118.1409
47	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2015-08-23	0.38	0	4							X	4	5	20	Hazard 47	33.973484	-118.1407
48	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2015-08-23	0.63	0	9							X	4	10	40	Hazard 48	33.973465	-118.1407
49	Emil Avenue	Watcher	Gage	6387 W. Emil Ave.	2015-08-23	1	0.38	4							X	4	5	20	Hazard 49	33.9731849	-118.14075
	Cell Totals							195							9	46		1545			

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

LEADING UNEVEN SIDEWALK REPAIR

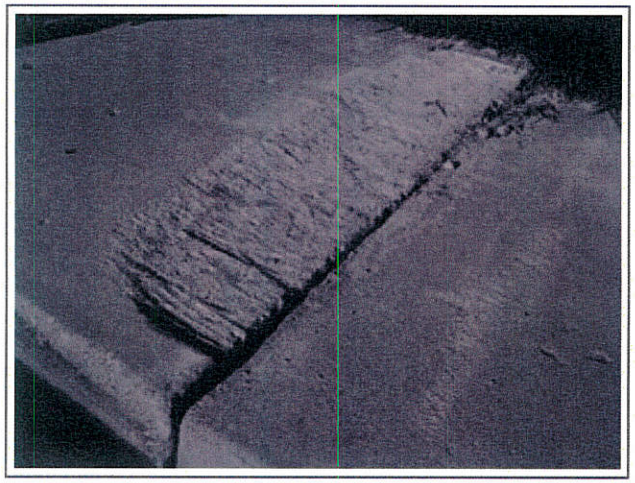
The benefits of our service include

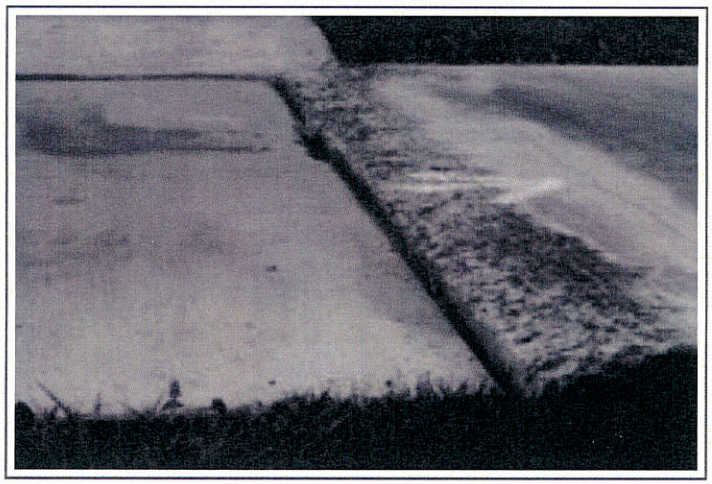
- Substantial budget savings over other methods
- Guaranteed ADA and OSHA Compliance
- Reduced liability risk
- A clean, attractive finish
- Quick removal with little disruption in service
- Safe and longer lasting sidewalks
- Satisfied community members

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

WHY WE DON'T GRIND

- Grinding often damages the concrete (breaks edges, knocks out aggregate, scars adjacent panels, creates micro cracks).
- Often unsightly (leaves a rough, uneven scarring)
- Difficult to comply with the ADA slope requirements
- Hard to use on larger trip hazards (over 1 inch)
- Unable to remove hazards next to objects
- Very slow process and generates lots of dust
- Has no cost advantage





PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

LEADING UNEVEN SIDEWALK REPAIR

Rather than grind down trip hazards or replace the sidewalk, we cut trip hazards with precision diamond saws.

- **Proven patented diamond saw cutting method**
  - completely removes difference in vertical elevation of greater than 1/4 inch to 2 1/2 inches between panels. Saves more sidewalk.
- **Superior results compared to unsightly grinding and asphalt patching**
  - Lower Risk through full compliance with ADA and OSHA requirements.
  - Aesthetics more correct for city residents & visitors, no ugly grinds or asphalt ramps.
- **Remove sidewalk hazards quickly, with little disruption of foot traffic**
  - up to 150 repairs per day.

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

PRECISION CONCRETE CUTTING REPAIRS

The information in this summary is confidential, and is to be used only by the intended recipient and Precision Concrete Cutting in evaluating the project.
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PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

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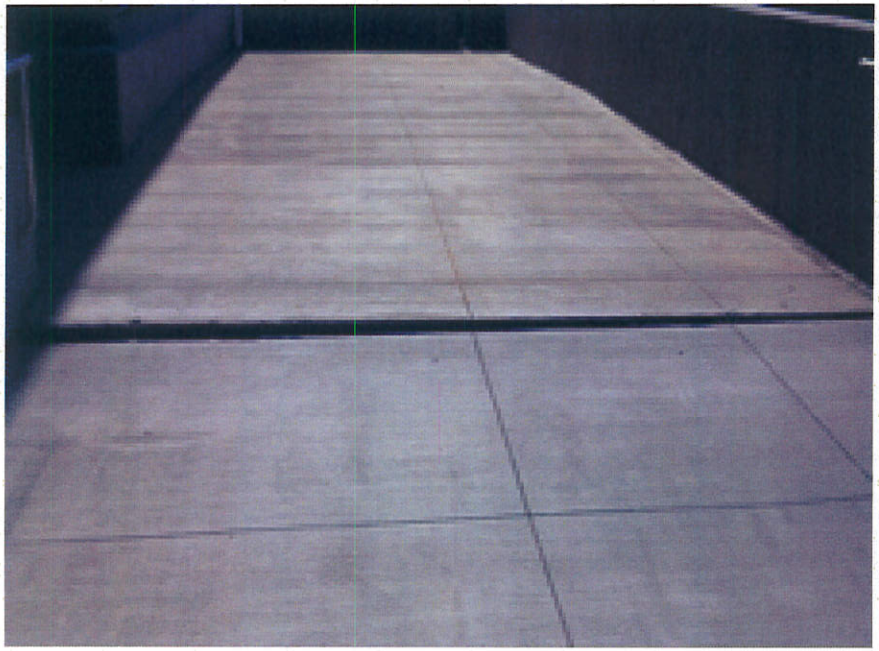
PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

PRECISION CONCRETE CUTTING REPAIRS



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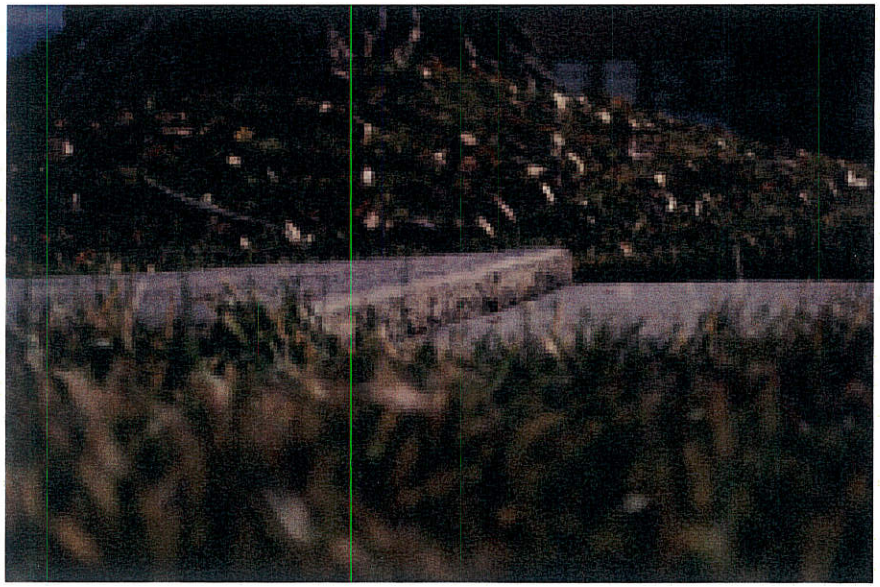
PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

PRECISION CONCRETE CUTTING REPAIRS



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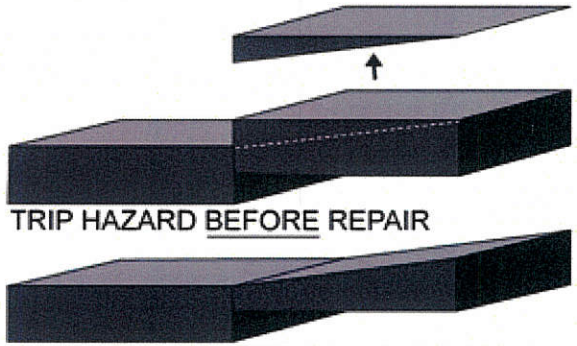
PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

PRECISION CONCRETE CUTTING DIFFERENCE

REPAIR SPECIFICATIONS

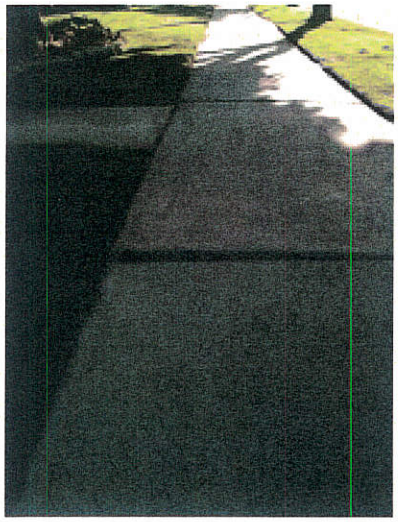
1. Hazards removed from the full length of the panel (full edge-to-edge repair).
2. Sidewalks repaired at a slope of 1:8, in compliance with ADA requirements.
3. Handicap ramps or special areas repaired at a slope of 1:12, in compliance with ADA requirements.
4. Debris from repaired areas collected and removed.
5. A dust abatement system used during all repair operations.
6. The repaired areas are smooth and uniform with a coefficient of friction exceeding OSHA requirements for public walkways.
7. A detailed, audit-able invoice is presented for every repair.



PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

CURRENT REPLACEMENT REPAIR METHOD

Coverage Limited by Budget Allocation



1/2" to 1" inch high

Asphalt Ramp or Grind

$25 - $50 per location

1" to 1 1/2" Inches High

Replace

Temporary Asphalt

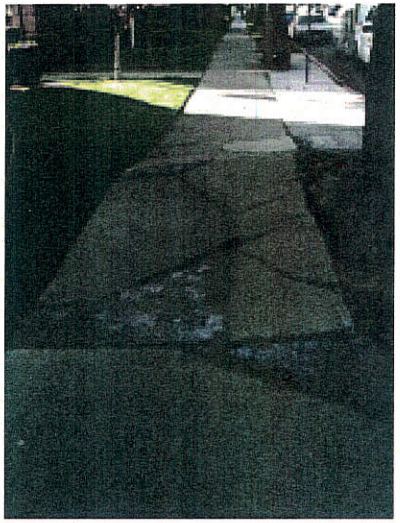
$3,000 - $5,000 per location

1 1/2" To 2" Inches High

Replace

Temporary Asphalt

$3,000 - $5,000 per location



Above 2" Inches High

Replace

Temporary Asphalt

$3,000 - $5,000 per location

$$$ BUDGET & TIME INTENSIVE - $$$ LIABILITY RISK

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

STRETCH YOUR BUDGET

Precision Saw Cutting can repair more at a fraction of the cost of replacement

1/2" to 1" inch high

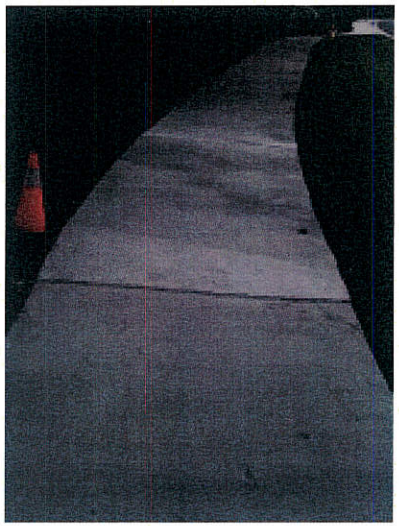
Repair by Precision Saw Cutting

$25 - $50 per location

1" to 1 1/2" Inches High

Repair by Precision Saw Cutting

$50 - $100 per location



1 1/2" to 2" Inches High

Repair by Precision Saw Cutting

$100 - $200 per location

Above 2" Inches High

Replace Temporary Asphalt

$3,000 - $7,000 per location

REPAIR MORE SIDEWALK & REMOVE LIABILITY

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

PRECISION SAW CUTTING SOLUTION

80% of problems addressed by low cost saw cutting ~ $25 - $200 per location

Precision Saw Cutting sidewalk panels for changes in elevations up to 2 1/2 inches high

- Repair 10 times as much sidewalk as removal and replacement
- Better use of city assets, save more of the sidewalk

20% addressed by higher cost replacement ~ $3000 - $5000 per location

- Replace sidewalk panels with changes in elevation between panels above 2 1/2 inches
- Saves budget for more repairs of severe problems
- Only replace when absolutely necessary

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

MAINTENANCE & RISK MANAGEMENT PROGRAM

Proposed Annual Sidewalk Maintenance Program

- **Sidewalk Survey**
  - Annual, bi-annual, quarterly inspection
  - Specify problems and recommended actions to be taken.
  - Prioritize the areas and problems to be resolved
  - Size and severity of hazards, high traffic areas
  - Identify repairs to be accomplished by saw cutting
  - Recommend areas to be demolished and replaced
- **Remove the existing trip hazards by Saw Cutting up to 2 1/2 inches in height**
  - Fixed budget "not to exceed" per month, quarter, year
  - Quickly reduces Liability Risk
  - Lowest overall cost
  - Minimizes the amount of costly replacement
  - Maximizing the useful life of the existing sidewalk
  - Maximize the amount of sidewalk restored
  - Stretching budget dollars over more miles of sidewalk
- **Remove and Replace areas not recommended for saw cutting**
  - Maximizes the repair of locations that truly needs to be replaced

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

CASE STUDY: WESTWOOD VILLAGE

- **Removed 496 sidewalks trip hazards of the 615 existing trip hazards identified**
  - -completely removed difference in vertical elevation of 1/2 inch to 2 1/2 inches between panels
  - -recommended only 91 areas for removal and replacement
- **Project completed quickly, with little disruption of foot traffic**
  - - only 30 days to complete, work completed in non-peak hours
- **Substantial budget savings**
  - -Save more than $107,000 in demolition and replacement costs
  - -extended the useful life of existing sidewalks for many years
- **Superior results compared to grinding and asphalt patching**
  - -In full compliance with ADA and OSHA requirements.
  - -aesthetics more correct for Westwood Village, no ugly grinds and less asphalt ramps

- **80% of problems addressed by low cost methods - $25 -$300 per location**
- **20% addressed by high cost methods - $3000-$5000 per location**

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

OUR SURVEYS

CITYWIDE SIDEWALK ASSESSMENT

- Inspection of sidewalks within the public right-of-way, commercial/residential driveway approach.
- Scope of Work as agreed by City and Precision Concrete Cutting (PCC).
- Risk factors & distress items are collected over a period as agreed by the City and PCC.
- All data is recorded in the Sidewalk Assessment Report as agreed by the City and PCC.
- Data summarized by street segments and itemized by physical address, GPS location, the size of the " Hazard", the severity of the hazard (amount of risk) and "Condition" (type of repair).
- Recommended action provided for each location including repair method.
- Maps are created by street segment that display the itemized hazard location color coded by priority as Less Severe (yellow), Severe (orange), and Most Severe (red).
- Photographs can be taken of damaged areas as agreed by the CITY and PCC.

PRECISION CONCRETE CUTTING
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SIDEWALK ASSESSMENT SURVEYS

APPROACH

- Simple and fast
- Survey resources will include experienced surveyors/data collectors,
- Specialized data collection and GPS mapping program
- Data processing technicians
- Scope of Work customized to meet City requirements

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

CITYWIDE SIDEWALK ASSESSMENT

FOCUS ON THE FOLLOWING AREAS OF SIDEWALK MAINTENANCE

SIDEWALK CONDITION

Sidewalk condition is a measurement of physical distresses such as spall surfaces, cracks, heaving, and settling. Spalling is the result of environmental exposure of inferior workmanship or materials. Cracking is a sign of premature failure that is often the result of excessive loads from heavy construction equipment, settling due to poor trench compaction or heaving caused by tree roots.

SIDEWALK TRIP HAZARDS

Trip hazards are vertical faces that present the opportunity for the unaware or impaired person to catch their toe. The trip faces that are between 1/2" and 2" are considered more dangerous than larger separations. Trips are often repaired one of two ways: trips under 2 " inches in height are cut off and feathered back at ADA standards, larger trips are totally removed and replaced with new concrete.

PRECISION CONCRETE CUTTING
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CITYWIDE SIDEWALK ASSESSMENT

Sidewalk Trip Hazards.

Sidewalk trip hazards are recorded and divided by the size of the vertical face exposed. We have grouped the surveyed hazards into the following three classes.

Hazard Classes

Less Severe (small) Above 1/4" high to 1/2"

Severe (medium) 5/8" high to 1"

Most Severe (large) Above 1" high to 2 1/2"

We recommend the repair of trip hazards by saw cutting for all hazards 3/8" to 2 "" high to save cost and extend the useful life of the existing sidewalk. Larger trips (above 2 "") and are best resolved by the removal and replacement of the entire panel. The cutting of individual trip hazards can be scheduled to incrementally address the most hazardous areas first. The "remove and rep

PRECISION CONCRETE CUTTING
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EXAMPLE: SIDEWALK ASSESSMENT MATRIX

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

Precision Concrete Cutting
13089 Peyton Dr #C235
Chino Hills, Ca 91709

City of Commerce
City Manager-Public Works
2535 Commerce Way
Commerce, CA 90040
PH: (323) 722-4805

Sidewalk Inspection Report Matrix
City of Commerce - Zone 247
Emil Avenue

Total Sq. Ft.
1545

	LOCATION SPECIFICS					CONDITION							RECOMMENDED REPAIR						VISUAL	LAT	LONG
No.	Street Name	Segment From	Segment To	Location/Description	Insp Date	Height 1	Height 2	Lineal Feet	Spall	Joint	Crack	Tree	Patch Fill	Replace	Cut	Panel Width	Length (L/R)	SQ FT	Image		
1	Emil Avenue	Watcher	Gage	6354 E. Emil Ave.	2016-08-23	0.38	0.38	4							X	4	12	48	Hazard 1	33.9736938	-118.14048
2	Emil Avenue	Watcher	Gage	6354 E. Emil Ave.	2016-08-23	0.88	0.38	5							X	4	5	20	Hazard 2	33.9737816	-118.14048
3	Emil Avenue	Watcher	Gage	6350 E. Emil Ave.	2016-08-23	0.38	0.38	4							X	4	5	20	Hazard 3	33.9738127	-118.14047
4	Emil Avenue	Watcher	Gage	6350 E. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 4	33.9739265	-118.14042
5	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.38	0.25	4							X	4	5	20	Hazard 5	33.9739799	-118.1404
6	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 6	33.973999	-118.14039
7	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.63	0.25	4							X	4	5	20	Hazard 7	33.9740372	-118.14037
8	Emil Avenue	Watcher	Gage	AF 6347 E. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 8	33.9740372	-118.14039
9	Emil Avenue	Watcher	Gage	AF 6335 Emil Ave.	2016-08-23	0	0	0						X		4	40	160	Hazard 9	33.9742546	-118.14026
10	Emil Avenue	Watcher	Gage	AF 6327 Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 10	33.9744072	-118.14018
11	Emil Avenue	Watcher	Gage	AF 6327 Emil Ave.	2016-08-23	1.13	0.25	4							X	4	5	20	Hazard 11	33.9744415	-118.1402
12	Emil Avenue	Watcher	Gage	6318 E. Emil Ave.	2016-08-23	1.38	0.25	4							X	4	5	20	Hazard 12	33.9745331	-118.1401
13	Emil Avenue	Watcher	Gage	6318 E. Emil Ave.	2016-08-23	0.5	0	4							X	4	5	20	Hazard 13	33.9745789	-118.14008
14	Emil Avenue	Watcher	Gage	6304 E. Emil Ave.	2016-08-23	0.88	0.25	9							X	9	10	90	Hazard 14	33.975071	-118.13987
15	Emil Avenue	Watcher	Gage	6304 E. Emil Ave.	2016-08-23	0.38	0.25	9							X	9	15	135	Hazard 15	33.9749565	-118.13982
16	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	1.5	0.38	4							X	4	5	20	Hazard 16	33.9759102	-118.13928
17	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.38	0.38	4							X	4	5	20	Hazard 17	33.9758987	-118.13982
18	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.88	0.38	4							X	4	5	20	Hazard 18	33.9759216	-118.13941
19	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.63	0.5	4							X	4	5	20	Hazard 19	33.9758911	-118.1394
20	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.63	0.5	5							X	4	5	20	Hazard 20	33.9758224	-118.13946
21	Emil Avenue	Watcher	Gage	6205 W. Emil Ave.	2016-08-23	0.5	0.13	4							X	4	5	20	Hazard 21	33.9757057	-118.13947
22	Emil Avenue	Watcher	Gage	6219 W. Emil Ave.	2016-08-23	0.38	0.13	4							X	4	5	20	Hazard 22	33.9755325	-118.13968
23	Emil Avenue	Watcher	Gage	6225 W. Emil Ave.	2016-08-23	0	0	0						X		4	32	128	Hazard 23	33.9754187	-118.13972
24	Emil Avenue	Watcher	Gage	6281 W. Emil Ave.	2016-08-23	0.75	0.25	4							X	4	5	20	Hazard 24	33.9752683	-118.13984
25	Emil Avenue	Watcher	Gage	6303 W. Emil Ave.	2016-08-23	0	0	0						X		4	26	104	Hazard 25	33.9749413	-118.14006
26	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 26	33.9746857	-118.14021
27	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2016-08-23	0.63	0.38	4							X	4	5	20	Hazard 27	33.9746628	-118.14021
28	Emil Avenue	Watcher	Gage	6315 W. Emil Ave.	2016-08-23	0.5	0.13	4							X	4	5	20	Hazard 28	33.9746513	-118.14023
29	Emil Avenue	Watcher	Gage	6319 W. Emil Ave.	2016-08-23	0.38	0.13	4							X	4	5	20	Hazard 29	33.9746056	-118.14026
30	Emil Avenue	Watcher	Gage	6323 W. Emil Ave.	2016-08-23	0.5	0.38	1							X	4	5	20	Hazard 30	33.9745216	-118.14031
31	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	1.25	0.5	4							X	4	5	20	Hazard 31	33.9744377	-118.14035
32	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	0.75	0.38	4							X	4	5	20	Hazard 32	33.9744148	-118.14034
33	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	1.25	0.75	4							X	4	5	20	Hazard 33	33.974411	-118.14037
34	Emil Avenue	Watcher	Gage	6327 W. Emil Ave.	2016-08-23	1.13	0.63	4							X	4	5	20	Hazard 34	33.9743767	-118.14039
35	Emil Avenue	Watcher	Gage	6335 W. Emil Ave.	2016-08-23	0.38	0.25	4							X	4	5	20	Hazard 35	33.9741576	-118.14048
36	Emil Avenue	Watcher	Gage	6341 W. Emil Ave.	2016-08-23	0.75	0.38	4							X	4	5	20	Hazard 36	33.9741516	-118.14055
37	Emil Avenue	Watcher	Gage	6341 W. Emil Ave.	2016-08-23	1.38	0.5	4							X	4	5	20	Hazard 37	33.974144	-118.14056
38	Emil Avenue	Watcher	Gage	6341 W. Emil Ave.	2016-08-23	0.38	0.25	4							X	4	5	20	Hazard 38	33.9741287	-118.14056
39	Emil Avenue	Watcher	Gage	6347 W. Emil Ave.	2016-08-23	0.38	0.25	4							X	4	5	20	Hazard 39	33.9740715	-118.14059
40	Emil Avenue	Watcher	Gage	6345 W. Emil Ave.	2016-08-23	0.63	0.25	4							X	4	5	20	Hazard 40	33.9740219	-118.14063
41	Emil Avenue	Watcher	Gage	6351 W. Emil Ave.	2016-08-23	0.5	0.13	4							X	4	5	20	Hazard 41	33.9738083	-118.1407
42	Emil Avenue	Watcher	Gage	6357 W. Emil Ave.	2016-08-23	0.5	0.38	4							X	4	5	20	Hazard 42	33.9737167	-118.14072
43	Emil Avenue	Watcher	Gage	6357 W. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 43	33.9736824	-118.14071
44	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2016-08-23	0.5	0.25	4							X	4	5	20	Hazard 44	33.9736481	-118.14072
45	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2016-08-23	1	0	4							X	4	5	20	Hazard 45	33.9735947	-118.14072
46	Emil Avenue	Watcher	Gage	6359 W. Emil Ave.	2016-08-23	1	0.5	4							X	4	5	20	Hazard 46	33.9735718	-118.14071
47	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2016-08-23	0.38	0	4							X	4	5	20	Hazard 47	33.973484	-118.1407
48	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2016-08-23	0.63	0	6							X	4	10	40	Hazard 48	33.973405	-118.1407
49	Emil Avenue	Watcher	Gage	6367 W. Emil Ave.	2016-08-23	1	0.38	4							X	4	5	20	Hazard 49	33.9733849	-118.14075
	Cell Totals							195						3	46			1545			

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

EXAMPLES: ITEMIZED MAPS OF GPS LOCATIONS

Map of hazard location Emil Avenue

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

EXAMPLES: ITEMIZED PICTURES OF LOCATIONS

Hazard 1: 3900 Union Pacific Ave corner is asphalt	Hazard 2: 3900 Union Pacific Ave	Hazard 3: 3900 Union Pacific Ave
Hazard 4: 3900 Union Pacific Ave	Hazard 5: 3900 Union Pacific Ave	Hazard 6: 3900 Union Pacific Ave
Hazard 7: 3900 Union Pacific Ave by tree	Hazard 8: 3900 Union Pacific Ave by tree	Hazard 9: 3900 Union Pacific Ave by tree
Hazard 10: 3900 Union Pacific Ave	Hazard 11: 3900 Union Pacific Ave	Hazard 12: 3900 Union Pacific Ave

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

PCC - Safe Sidewalks

SUMMARY

For changes in elevation of sidewalk panels range between 1/4 inch and 2 1/2 inches, Saw Cutting is the most cost effective method to maintain your sidewalks and reduce your risk.

- Complies with ADA standards for removal and slopes
- Meets OSHA recommended standards for slip resistance
- Appears clean and neat
- Cuts precisely removing trip hazards in difficult-to-reach places
- Removes hazards quickly
- Stretches budgets by lengthening the life of concrete sidewalks that might otherwise be replaced.
- Saves Our Customers thousands of $$$ in sidewalk repair and maintenance and liability cost.

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

PCC - PROPOSAL AND PRICING

Billing Units: Services are billed in "Inch Feet". An inch foot is calculated by measuring the average height of the sidewalk off-set and multiplying this average by the length of the cut. Example: A sidewalk off-set on a 4-foot wide sidewalk that consists of a 0.5" rise on one side, and tapers down to a zero rise on the other is calculated as follows:

.05" + 0" / 2 * 4' = 1- inch foot

SIDEWALK ASSESSMENT SERVICES	UNIT PRICE $495 PER SIDEWALK MILE
SIDEWALK TRIP HAZARD REPAIR AT 1:8 PER INCH FOOT	UNIT PRICE $33.50 PER INCH FOOT
SIDEWALK TRIP HAZARD REPAIR AT 1:12 PER INCH FOOT	UNIT PRICE $37.50 PER INCH FOOT
SIDEWALK TRIP HAZARD REPAIR AT 1:8 PER INCH FOOT AND SIDEWALK ASSESSMENT SERVICES	UNIT PRICE $39.50 PER INCH FOOT
SIDEWALK TRIP HAZARD REPAIR AT 1:12 PER INCH FOOT AND SIDEWALK ASSESSMENT SERVICES	UNIT PRICE $44.50 PER INCH FOOT

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

PCC - REFERENCES

CITY NAME AND DEPARTMENT	CITY OF COMMERCE
ADDRESS	2535 COMMERCE WAY
CITY, STATE, ZIP	COMMERCE CA 90040
CONTACT NAME AND TITLE	HECTOR OROZCO
CONTACT PHONE NUMBER	323.216.0173
PROJECT	ANNUAL SIDEWALK REPAIR PROJECT

CITY NAME AND DEPARTMENT	CITY OF ALHAMBRA
ADDRESS	111 S. FIRST ST.
CITY, STATE, ZIP	ALHAMBRA CA 91801
CONTACT NAME AND TITLE	STEPHANIE SANDOVAL
CONTACT PHONE NUMBER	626.570.5067
PROJECT	ANNUAL SIDEWALK REPAIR PROJECT

CITY NAME AND DEPARTMENT	SIGNAL HILL
ADDRESS	2175 28TH STREET
CITY, STATE, ZIP	SIGNAL HILL CA 90755
CONTACT NAME AND TITLE	DEBBIE MESTAZ
CONTACT PHONE NUMBER	562.989.7251
PROJECT	VARIOUS LOCATIONS PROVIDED BY CITY STAFF

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

CONTACT US

PRECISION CONCRETE CUTTING

13089 PEYTON DR #C235

CHINO HILLS CA 91709

PHONE: 909-539-7740

DIR NUMBER: 1000003322

CONTRACTOR LICENSE NUMBER: 925449

socalpcc@safesidewalks.com

www.safesidewalks.com

Trip Hazard Removal Specialist for Los Angeles and San Gabriel Valley

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

April 27, 2021

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING AB 490 (GIPSON AND BONTA) WHICH AMENDS LAW ENFORCEMENT AGENCY POLICIES ON THE USE OF FORCE WHICH WOULD ADDITIONALLY PROHIBIT A LAW ENFORCEMENT AGENCY FROM AUTHORIZING TECHNIQUES OR TRANSPORT METHODS THAT INVOLVE A SUBSTANTIAL RISK OF POSITIONAL ASPHYXIA, AS DEFINED IN AB 490**

SUMMARY

Staff is requesting City Council to support AB 490 (Gipson and Bonta) which would prohibit a law enforcement agency from authorizing techniques or transport methods that involve a substantial risk of positional asphyxia as defined.

BACKGROUND

Last year, after the video captured death of George Floyd by law enforcement in Minneapolis, social unrest sprawled around the nation. California was able to pass its own landmark legislation to ban law enforcement from using chokeholds. As of Jan. 1, 2021, California law (GC § 7286.5.) provides that a law enforcement agency shall not authorize the use of a carotid restraint or choke hold by any peace officer employed by that agency. However, the technique actually used by law enforcement on Floyd regarded a 'knee-to-neck' restraint, encompassed by the term 'positional asphyxia.'

In December 2020, Angelo Quinto, a Navy veteran from Northern California, was tragically killed by police. While Quinto lay face down and bloodied with hand cuffs behind his back, a responding officer knelt on Quinto's neck for nearly five minutes while another officer restrained his legs. Quinto lost and never regained consciousness – he died in the hospital three days later. The circumstances of Angelo Quinto's death are a stark parallel to George Floyd's, which both exposed gray area and loopholes in use-of-force policies.

STATEMENT OF THE ISSUE

AB 490 (Gipson and Bonta) proposes to amend Section 7286.5 of the California Government Code, relating to law enforcement agencies. This legislation currently prohibits a law enforcement agency from authorizing the use of a carotid restraint or choke hold by any peace officer employed by that agency. This amendment would

add that a law enforcement agency shall not authorize techniques or transport methods that involve substantial risk of positional asphyxia. Positional asphyxia is defined in this amendment as situating a person in a manner that compresses their airway and reduces the likelihood that they will be able to breathe normally. This includes, without limitation, the use of any physical restraint technique, device, or position that causes a person's respiratory airway to be compressed or impairs the person's breathing or respiratory capacity, including any technique in which pressure or body weight is unreasonably applied against a restrained person's neck, torso, or back, or positioning a restrained person in a prone or supine position without proper monitoring for signs of asphyxia.

Consequently, AB 490 amendment creates a uniform statewide policy prohibiting positional asphyxia restraints, which encompass the knee-to-neck and other similarly dangerous techniques that are not currently banned, to ensure that this technique cannot be applied on Californians.

Staff requests that the City Council support AB 490, and commends Assemblymember Mike Gipson, Former Assemblymember Rob Bonta (now Attorney General) and the coauthors for introducing it.

ALTERNATIVE

City Council may choose to not support AB 490.

RECOMMENDATION

Staff recommends that the City Council approve the attached Resolution.

CRAIG J. CORNWELL
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY COMPTON SUPPORTING AB 490 (GIPSON AND BONTA) WHICH AMENDS LAW ENFORCEMENT AGENCY POLICIES ON THE USE OF FORCE WHICH WOULD ADDITIONALLY PROHIBIT A LAW ENFORCEMENT AGENCY FROM AUTHORIZING TECHNIQUES OR TRANSPORT METHODS THAT INVOLVE A SUBSTANTIAL RISK OF POSITIONAL ASPHYXIA, AS DEFINED IN AB 490

WHEREAS, last year, after the video captured death of George Floyd by law enforcement in Minneapolis, social unrest sprawled around the nation; and

WHEREAS, California was able to pass its own landmark legislation to ban law enforcement from using chokeholds. As of Jan. 1, 2021, California law (GC § 7286.5.) provides that a law enforcement agency shall not authorize the use of a carotid restraint or choke hold by any peace officer employed by that agency**;** and

WHEREAS, the technique actually used by law enforcement on Floyd regarded a 'knee-to-neck' restraint, encompassed by the term 'positional asphyxia; and

WHEREAS, in December of last year, Angelo Quinto, a Navy veteran from Northern California, was tragically killed by police. While Quinto lay face down and bloodied with hand cuffs behind his back, a responding officer knelt on Quinto's neck for nearly five minutes while another officer restrained his legs. Quinto lost and never regained consciousness – he died in hospital three days later; and

WHEREAS, the circumstances of Angelo Quinto's death are a stark parallel to George Floyd's, which both exposed gray area and loopholes in use-of-force policies; and

WHEREAS, AB 490 will create a uniform statewide policy on positional asphyxia restraints, which encompass the knee-to-neck and other similarly dangerous techniques that are not currently banned, to ensure that they can no longer be improperly applied on Californians; and

WHEREAS, AB 490 (Gipson and Bonta) proposes to amend Section7286.5 of the Government Code, relating to law enforcement agencies; and

WHEREAS, this bill would additionally prohibit a law enforcement agency from authorizing techniques or transport methods that involve a substantial risk of positional asphyxia, as defined. By requiring local agencies to amend use of force policies, this bill would impose a state-mandated local program.

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

Section 1. That the City of Compton supports AB490, commends Assemblymember Mike Gipson and Attorney General Rob Bonta, and urges the passage of this Legislation.

Section 2. That certified copies of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Clerk and Assemblymember Mike Gipson's Office and Attorney General Rob Bonta's Office.

Section 3. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2021.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this _____ day of _____, 2021.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON