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

COMPTON CITY COUNCIL
AGENDA
09/05/2023
5:30 PM

CITY COUNCIL CHAMBERS
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CALIFORNIA 90220

OPENING

MOMENT OF SILENCE

PLEDGE OF ALLEGIANCE

ROLL CALL

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 11, 2023

2. APRIL 18, 2023

REGULAR AGENDA

CITY MANAGER'S REPORT

3. REQUEST TO SCHEDULE A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION DECISION TO DENY ARCHITECTURAL REVIEW BOARD CASE NO. 23-0031, A REQUEST TO CONSTRUCT AND OPERATE A 500 STUDENT CHARTER MIDDLE SCHOOL AT 900 EAST COMPTON BLVD.

4. REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS - LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND EXPO IN SACRAMENTO, CA ON SEPTEMBER 20,2023 THRU SEPTEMBER 22, 2023.

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,872 AND RATIFYING A LIMITED DURATION EMPLOYMENT AGREEMENT WITH DAVID A. PASCHAL TO SERVE AS INTERIM ASSISTANT CITY MANAGER OF THE CITY COMPTON AS APPROVED BY THE CITY COUNCIL AS A SUBSEQUENT NEED AGENDA ITEM ON JULY 25, 2023 CITY COUNCIL AGENDA MEETING

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING A MOVEMENT TO CLEAN AND BEAUTIFY THE CITY OF COMPTON

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENAME THE ONE HUNDRED BLOCK OF AUTO DRIVE SOUTH TO EAZY STREET

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE PURPOSE OF PAYING THE FEES TO PARTICIPATE IN THE I-710 CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT (EIR/EIS), THE 91/605/405 MAJOR CORRIDOR STUDY AND THE ATLANTIC AVENUE/BOULEVARD CORRIDOR STUDY FOR FISCAL YEAR 2023-2024 IN AN AMOUNT NOT TO EXCEED FIFTY ONE THOUSAND FIVE HUNDRED FIFTY ONE DOLLARS AND SEVENTY NINE CENTS ($51,551.79).

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FISCAL YEAR 2023-2024 BUDGET APPROPRIATING FUNDS FROM FUND BALANCE AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER TO NEW WEST LANDSCAPING FOR PROPERTY MAINTENANCE AND LANDSCAPING SERVICES ON HOUSING SUCCESSOR AGENCY-OWNED PARCELS IN THE CITY OF COMPTON $14,400.

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR PROFESSIONAL SERVICES AGREEMENT AND ESTABLISH A PURCHASE ORDER FOR KELSEY WILHELM, M.D. FOR SERVICES AS MEDICAL DIRECTOR OF EMERGENCY MEDICAL SERVICES FOR THE CITY OF COMPTON FIRE DEPARTMENT ($120,000.00)

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF COMPTON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES/AFSCME LOCAL 3947 TO AMEND ARTICLE 19 OF THE MEMORANDUM OF AGREEMENT

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM SCREAMIN EAGLE SERVICES FOR CITYWIDE ILLEGAL DUMPING CLEAN-UP, REMOVAL AND HAUL AWAY SERVICES, TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A THREE-YEAR SERVICE AGREEMENT WITH TWO (2) ONE-YEAR EXTENSION OPTIONS AND TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED DOLLARS ($421,500)

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR HARDY & HARPER, INC. FOR ROAD REPAIR SERVICES CITYWIDE ($2,066,900).

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR WILLDAN ENGINEERING TO PREPARE AN ENGINEERING AND TRAFFIC SURVEY TO ESTABLISH SPEED LIMITS CITYWIDE ($28,700).

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAER TO ISSUE PURCHASE ORDERS TO ONE OR MORE VENDORS (SOUTH COAST EMERGENCY VEHICLE SERVICE (PIERCE), WILLIAM KALVIKOV DBA FIRE APPARATUS SOLUTIONS AND PERFORMANCE TRUCK REPAIR INC) FOR THE MAINTENANCE AND REPAIRS OF EMERGENCY FIRE APPARATUS FOR THE CITY OF COMPTON FIRE DEPARTMENT ($150,000.00)

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER FOR THE CITY OF DOWNEY FOR FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICES ($800,000.00)

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM UNITED PACIFIC SERVICES INC., TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A THREE-YEAR SERVICE AGREEMENT AND TO ISSUE A PURCHASE ORDER TO UNITED PACIFIC SERVICES FOR CITYWIDE TREE MAINTENANCE SERVICES FOR FISCAL YEAR 2023-2024 IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THOUSAND DOLLARS ($400,000)

18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2023-2024 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) DAY COMPTON DUMP DAY PROGRAM WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE COLLECTION OF HOUSEHOLD BULKY ITEM IN THE CITY OF COMPTON

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: 9/12/2023 5:30 PM

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

APRIL 11, 2023

The Compton City Council meeting was called to order at 5:32 p.m. by Mayor Emma Sharif in the Council Chambers of City Hall. The Moment of Silence Ceremony and the Pledge of Allegiance was also led by Mayor Sharif.

ROLL CALL

Council Members Present – D. Duhart, J. Bowers, L. Darden, Mayor E. Sharif
Council Members Absent – A. Spicer *(Joined the meeting at 5:43 p.m.)*

Other Officials Present: E. Perrodin, V. McDaniel, T. Thomas

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Mr. Ron Dowell, Concerned Citizens of Compton, raised several concerns regarding the financial difficulties facing the City relative to the State Audit. Mr. Dowell also questioned how the performance evaluations of the City Attorney and the City Controller will be rated and who would be responsible for providing the results of those evaluations to the community. Mr. Dowell asserted that the Compton Sheriffs must provide the community with better service and also submit crime statistics reports and further noted that there also appears to be dysfunction within the Compton Fire Department. Mr. Dowell concluded by noting that the Concerned Citizens of Compton have presented performance measures for various departments and City Officials.

Anthony Lewis commented on a list of items that must be addressed by the City Council and further referenced an incident whereby his mother and other members of the community were injured due to damaged sidewalks. Mr. Lewis then raised concerns that a local business offered the City millions of dollars to purchase certain property, however, it was sold to a different entity for considerably less.

Bishop L. J. Guillory reported on the progress of the installation of the Dr. Martin Luther King, Jr. and Supervisor Kenneth Hahn monument at the Compton Woodley Airport and asserted that there is a homeless individual residing near the location which must be removed. Mr. Guillory further stated that the continual issues concerning the Compton Fire Department must be addressed in an orderly and responsible manner, and further suggested that City administration meet with the Unions to resolve all issues and concerns.

David Irons commented on the wonderful UniverSoul Circus performances and addressed the high level of homeless of individuals in the City and professed that he would like to assist the City with the homeless issues.

Richard Earl, President of Concerned Citizens of Compton, discussed the lack of transparency and the inaccuracies which were promoted concerning Measure P and further suggested that the current City Council correct the language associated with the Measure P account. He further asserted that there have been no Oversight Commission meetings relative to Measure P for over a year. Mr. Earl urged the City Manager to provide a report regarding the money received from the Christal Casino and how the funds are being used, and further urged the Council to address and eradicate all marijuana dispensaries in the City.

Barbara Calhoun, former City Councilmember, reported on an incident whereby her vehicles and the vehicles of her neighbors were illegally impounded by Compton Code Enforcement. Ms. Calhoun asserted that there were also motorcycles parked near the area that were not ticketed. Ms. Calhoun encouraged the require the City Manager to address the irregularities within the Code Enforcement Division.

Juan Rojas addressed the City Council regarding his work truck, which was illegally towed away by Code Enforcement, along with two other vehicles.

Raul Segura spoke concerning respect and reported that he must visit parks in other cities in order for his children to play and perform outdoor activities due to Compton parks being littered with trash, debris and drug addicts. Mr. Segura encouraged the City Council to provide programs for

the children of the community and further urged everyone to move forward together for a brighter future for Compton.

Susan Corona highlighted the water leaks, mold, lack of storage, improper lighting, poor ventilation and overall poor condition of the Compton fire stations. Ms. Corona urged the City to improve the conditions of the stations and provide the Firefighters with a contract.

Luis Schmidt, AFSCME, expressed his dissatisfaction with the City Manager's lack of sincere contract negotiations with the Union members. Mr. Schmidt indicated that the Union members have approved a vote of "No Confidence" in the City Manager, and added that he also has been misrepresenting the contract negotiations to the City Council. Mr. Schmidt indicated that the City Manager must be held accountable for his actions, and further urged the City to properly negotiate with the Unions.

Regina Orum commented that there are two very tall trees that are about to fall over near 1306 W. Stockwell and further urged the City to remove the trees for the safety of the residents**.**

Damien Wesley informed the City Council that he has learned that Animal Control in Downey only has one officer providing services for 8 cities and indicated that he has been providing animal rescue/control services to the community out of the kindness of his heart. Mr. Wesley further stated that he has provided over 160 rescues and also disposed of dead animals and further urged those interested in providing his with assistance to visit: comptonanimalrescue.com.

Paul Stodd, Compton Firefighter, informed the City Council and the community that the Compton Fire Department is in horrendous condition due to the lack of proper work environment, inadequate equipment and attrition of critical fire personnel. Firefighter Stodd noted that is essential that the City Council take action to upgrade and improve the Fire Department to prevent the total collapse of the Department.

Captain Daniel Salazar, President of Compton Fire Department Union Local 2216, urged the City Council to address the mold issue and work to improve the unhealthy working conditions at the fire stations. Captain Salazar further indicated that staffing has fallen to a critical low, additionally, morale is also at an all-time low due to the many problems with the Department and lack of an employment contract. He further noted that the Firefighters want to continue to protect and provide services to their constituents, but the lines of communication between the City and the Fire Department must be re-established. Captain Salazar thanked Councilman Bowers for assisting the Department, and further asserted that Measure P funds are available to improve and upgrade the Compton Fire Department.

Crystal Hodges, Compton Library Manager, informed the City Council and the community of the various services offered at the library and further noted that there are many various reading programs, tool loan program, as well as a dance and arts classes available to the children and adult residents of Compton. Ms. Hodges indicated that the City has a special partnership with PBS SoCal Local to provide poetry reading sessions at Planet Health in Compton.

Miller Martin discussed the need for additional Sheriff's patrol ground units, not circling choppers and further indicated that there are fireworks explosions and loud noises all throughout the night in Compton. He further commented that the City Council must encourage the residents to cut their grass and improve and upkeep their property. Mr. Martin commented that his car was illegally towed by Code Enforcement.

Cyrus Alexander, retired Compton Firefighter, spoke regarding the need to upgrade and improve the Compton Fire Department and further discussed the importance of a fully staffed Fire Department along with adequate and functioning equipment and healthy working conditions.

Sheila Smith encouraged the City Council to address the unhealthy working conditions at the Compton Fire Stations and further encouraged the City to negotiate in good faith with the Unions and work out a contract. Ms. Smith also requested that the City to hire additional Firefighters and Paramedics.

Mark Smith commented that the Fire Department must be improved and upgraded immediately, noting this is a public safety issue. Mr. Smith asserted that the fire stations are uninhabitable and

there are critical staffing shortages. Mr. Smith suggested that the City Council prioritize the needs of the Compton Fire Department and also work towards cleaning up the entire City of Compton.

Lynn Boone spoke regarding the mismanagement of fund by the City Manager and the City Council and further spoke in opposition to agenda item Number 8 ((Purchase Order for MIG, Inc. for Comprehensive General Plan Amendment) and indicated that there must be a special election in Compton.

Royce Esters encouraged the City Council to declare a war on Graffiti, which must be eradicated from the City as soon as possible. Mr. Esters invited the City Council and community to attend a meeting with NAEJA on April 15, 2023 at Holy Chapel Missionary Baptist Church located at 1016 W. Rosecrans Avenue, Compton.

Fidel Marquez spoke in opposition to agenda Item Number 8 (Purchase Order for MIG, Inc. for Comprehensive General Plan Amendment) and further highlighted that that is the City Council's responsibility to make certain that the City Manager is performing his job. Mr. Fidel also urged the Council to clean up the graffiti and repave the streets.

Tanya Lewis reminded the City Manager that she is still waiting for information from his office and further indicated that the City Manager must be required to do his job.

Arizla Ora commented on the poor job performance of the City Manager.

Vanessa Cain addressed the concerns and issues of the Compton Fire Department and urged the City Council to improve the Department. Ms. Cain further requested that the Council address the high volume graffiti and upgrade the infrastructure of the City of Compton.

Brittany McReynolds, wife of a Compton Firefighter, reported that she has called the City Manager for over a week encouraging him to inform the residents regarding the closure of the fire station. Ms. McReynolds urged the City Council to address the deplorable working and living conditions of the fire stations and further emphasized that the staffing levels are at a critical low and there will be no public safety services for the residents of Compton.

CONSENT AGENDA

APPROVAL OF MINUTES

1. February 14, 2023

On motion by Spicer, seconded by Duhart, the minutes were approved by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

REGULAR AGENDA

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

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

FEDERAL GRANTS ADVISORY BOARD - Councilwomen Duhart

Councilmember Duhart nominated Kim Lynch to be appointed to the Federal Grants Advisory Board.

Councilmember Bowers nominated Louisa McCrary to be appointed to the Federal Grants Advisory Board.
On motion by Bowers, seconded by Duhart, **Kim Lynch** and **Louisa McCray** were appointed to the **Federal Grants Advisory Board** by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

CITY MANAGER'S REPORT

3. REQUEST TO SCHEDULE A PUBLIC HEARING: TO AMEND THE CITY OF COMPTON MASTER FEE SCHEDULE TO INCREASE USER FEE RATES BY THE CUMULATIVE COST-OF-LIVING ADJUSTMENT BASED ON THE CHANGE IN THE CONSUMER PRICE INDEX FOR May 9, 2023 at 5:55p.m.

On motion by Duhart, seconded by Spicer, the hearing was scheduled for May 9, 2023, at 5:55 p.m. by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

4. REQUEST TO SCHEDULE BUDGET WORKSHOPS FOR THE CONSIDERATION OF THE PROPOSED FISCAL YEAR 2023-24 BUDGET – May 2, 2023 at 4:30pm, May 16, 2023 at 4:30 pm and May 23, 2023 at 4:30 pm

On motion by Spicer, seconded by Duhart, the Fiscal Year 2023-2024 Budget Workshop was hearing was scheduled for **May 16, 2023 at 4:30 p.m.** and **May 23, 2023 at 4:30 p.m.** by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

5. REQUEST TO SCHEDULE A PUBLIC HEARINGS FOR THE CONSIDERATION OF THE PROPOSED FISCAL YEAR 2023-24 BUDGET FOR June 13, 2023 at 5:45pm and June 20, 2023 at 5:45 pm

On motion by Darden, seconded by Spicer, the Fiscal Year 2023-2024 Budget Hearing was scheduled for **June 13, 2023 at 5:45 p.m.** and **June 20, 2023 at 5:45 p.m.** by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

UNFINISHED BUSINESS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO PREPARE A BUDGET AMENDMENT TRANSFERRING FUNDS BETWEEN ACCOUNTS AND TO ISSUE A PURCHASE ORDER TO VERMEER EQUIPMENT CORPORATION FOR THE PURCHASE OF A TREE STUMP GRINDER MACHINE FOR THE CITYWIDE TREE MAINTENANCE PROGRAM IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIVE THOUSAND SIX HUNDRED SEVENTY-THREE DOLLARS AND SIXTEEN CENTS ($105,673.16)

On motion by Spicer, seconded by Darden, **Resolution Number 25,815** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON**

AUTHORIZING THE CITY MANAGER TO PREPARE A BUDGET AMENDMENT TRANSFERRING FUNDS BETWEEN ACCOUNTS AND TO ISSUE A PURCHASE ORDER TO VERMEER EQUIPMENT CORPORATION FOR THE PURCHASE OF A TREE STUMP GRINDER MACHINE FOR THE CITYWIDE TREE MAINTENANCE PROGRAM IN AN AMOUNT NOT TO EXCEED ONE HUNDRED FIVE THOUSAND SIX HUNDRED SEVENTY-THREE DOLLARS AND SIXTEEN CENTS' was adopted by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Darden, Sharif**
NOES: **Council Members – Bowers**
ABSENT: **Council Members – None**

NEW BUSINESS

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE WATER DEPARTMENT'S FISCAL YEAR 2022-2023 BUDGET AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GMC ELECTRICAL, INC FOR ANNUAL CATHODIC PROTECTION SYSTEM REPAIR, TESTING AND EVALUATION IN THE AMOUNT OF TWENTY-NINE THOUSAND DOLLARS ($29,000)

On motion by Duhart, seconded by Darden, **Resolution Number 25,816** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE WATER DEPARTMENT'S FISCAL YEAR 2022-2023 BUDGET AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GMC ELECTRICAL, INC FOR ANNUAL CATHODIC PROTECTION SYSTEM REPAIR, TESTING AND EVALUATION IN THE AMOUNT OF TWENTY-NINE THOUSAND DOLLARS'** was adopted by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Darden, Bowers, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,649 AND AUTHORIZING THE CITY MANAGER TO AMEND THE 2022-2023 FISCAL YEAR BUDGET AND TO RATIFY THE PROFESSIONAL SERVICES AGREEMENT WITH, AND ESTABLISH A PURCHASE ORDER FOR, MIG, INC. FOR PREPARATION OF A COMPREHENSIVE CITYWIDE GENERAL PLAN UPDATE AND ENVIRONMENTAL IMPACT REPORT ($979,683)

On motion by Duhart, seconded by Darden, **Resolution Number 25,817** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,649 AND AUTHORIZING THE CITY MANAGER TO AMEND THE 2022-2023 FISCAL YEAR BUDGET AND TO RATIFY THE PROFESSIONAL SERVICES AGREEMENT WITH, AND ESTABLISH A PURCHASE ORDER FOR, MIG, INC. FOR PREPARATION OF A COMPREHENSIVE CITYWIDE GENERAL PLAN UPDATE AND ENVIRONMENTAL IMPACT REPORT'** was adopted by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Darden, Sharif**
NOES: **Council Members – Bowers**
ABSENT: **Council Members – None**

COUNCIL COMMENTS

Councilmember Duhart offered the following communications/announcements:

- Invited the residents to attend the 3rd Annual Community Resource Fair on April 29, 2023 from 11:00 a.m. to 3:00 p.m. at Gonzales Park located at 1101W. Cressey Street, Compton

- Commented that she and her Liaison drive throughout her district as well as the entire City to assess the needs and identify and report issues that require attention

Councilmember Spicer offered the following communications/announcements:

- Announced that he will be hosting the second Senior outing to the Carson Mall on April 12, 2023

- Encouraged the residents to visit the Compton Black Exchange at the Compton Grocery Outlet on April 15, 2023, from 11:00 am. to 4:00 p.m.

Councilmember Bowers offered the following communications/announcements:

- Thanked everyone involved with the *One Section at a Time* - 3rd Annual Easter Egg Hunt and Extravaganza

- Commented that the City Manager must develop a long-term strategy to address the illegal street takeovers

- Requested that the City Council meeting be adjourned in memory of **Aubrey Boone**

Councilmember Darden offered the following communications/announcements:

- Invited the residents to visit the Compton College Farmer's Market which is held every Wednesday from 3:00 p.m. to 7:00 p.m. – rain or shine!

- Announced that the Bill Pickett Invitational Rodeo will be held on July 15 and 16, 2023 at the Industry Hills Expo Center located at 16200 Temple Avenue, Industry Hills, CA

Mayor Sharif offered the following communications/announcements:

- Mayor Sharif announced that First United Methodist Church will observe 155 years of Christian ministry with a special anniversary service on Sunday, April 23, 2023, at 10 a.m., in the church edifice located at 1025 S. Long Beach Boulevard in Compton. Mayor Sharif invited the community to attend this wonderful celebration.

- Mayor Sharif invited the residents to participate in the 5th Annual Autism Awareness/ Acceptance Walk sponsored by the Hub City Autism Network on April 15, 2023 beginning at 9:00 a.m. at the Compton Woodley Airport located at 801 W. Alondra, Compton. The purpose of this walk is to provide a platform for autism families and our community to come together in a friendly and social environment as we step together for autism awareness and acceptance.

- Mayor Sharif invited the residents to participate in the Compton Community Dump Day on April 15, 2023, from 8:00 a.m. to 1:00 p.m. at 700 N. Bullis Road, Compton. Ms. Sharif further highlighted that she will be co-hosting this event with Assemblyman Mike Gipson and noted that Staff will be on site to accept household waste and approved debris at no charge. Seniors may schedule a free, bulky-waste pickup by calling: Shanice McKinley Reed at: 310-605-5597 or emailing: smckinleyreed@comptoncity.org.

ADJOURNMENT

On motion by Duhart, seconded by Darden, the meeting was adjourned in memory of **Aubrey Boone** at 7:51 p.m. by the following vote on roll call:

AYES: **Council Members – Duhart, Darden, Bowers, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – Spicer**

CITY CLERK OF THE CITY OF COMPTON

MAYOR OF THE CITY OF COMPTON

APRIL 18, 2023

The Compton City Council meeting was called to order at 5:35 p.m. by Mayor Emma Sharif in the Council Chambers of City Hall. The Moment of Silence Ceremony and the Pledge of Allegiance was led by Mayor Sharif.

ROLL CALL

Council Members Present – D. Duhart, J. Bowers, L. Darden, Mayor E. Sharif
Council Members Absent – A. Spicer *(Entered the meeting at 5:38 p.m.)*

Other Officials Present: E. Perrodin, V. McDaniel, T. Thomas

Mayor Emma Sharif read the following comment into the record: "The City of Compton condemns the street takeovers that have plagued our community for far too long and in the past most of the participants have not been from our City but come here to take part in these takeovers and other senseless crimes. "We are working closely with the Compton Sheriff's station to find the perpetrators and hold them accountable."

Compton Sheriff's Captain Terrence Bell condemned the illegal street takeovers and extended condolences to the Oliveras family in the tragic death of Raymond Oliveras, who was a victim of an individual fleeing an illegal street takeover. Captain Bell further reported that this tragic incident as well as the recent looting that occurred at various locations is being investigated by the L. A. County Sheriff's Department's Major Crimes Bureau. Captain Bell encouraged anyone with information regarding criminal activity to call the Compton Sheriff's Department at: 310-605-5600.

Compton Fire Chief Ronerick Simpson provided an update relative to the City's Fire Department and further reported that a station tested positive for mold, however, the mold was nontoxic. Chief Simpson indicated that the rehabilitation of the stations will continue until the mold is remediated and structural improvements are completed.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Benjamin Holifield, President, Founder Compton Business Chamber of Commerce, informed the Council and community that Ms. Emily Hart Holifield's name will be restored to the Compton College Library on April 22, 2023, at 11:00 a.m. Mr. Holifield offered his heartfelt gratitude to everyone involved with making this restoration a success and further noted that we must make Compton clean, safe and friendly.

Maria Villareal, President Latino Chamber of Commerce, reported that there are active community groups working to clean up the City, get rid of the potholes, defeat homelessness, prevent illegal dumping and address other issues. Ms. Villareal reported that most of the perpetrators of illegal street takeovers are not from Compton and further urged the Council to develop a plan to stop the illegal street takeovers.

William Terry addressed the issue of crime in the community and highlighted that education is the solution.

Bishop L. J. Guillory commented that the illegal street takeovers are a problem all over the United States, but the media often portrays what takes place in Compton in a negative way, because it gets more attention and views on social media. He then stated that the Dott's Bots are ineffective and there are places set aside to perform this activity on an enclosed track.

Jackie Venters offered her condolences to the family of Shae Hamilton, founder of Angels for Sight. Ms. Venters thanked Captain Bell for his report on the illegal takeovers and further noted that the bystanders witnessing the illegal street takeovers should also be arrested. Ms. Venters raised concerns regarding certain elected officials and staff members receiving Covid-19 relief benefits when the Fire Department personnel did not.

Anthony Lewis indicated that he has prepared legislation to address the illegal street takeovers, along with a master plan to clean up the City.

Ms. Cindi Enamorado informed the City Council that her brother was killed at Alondra and Central as a result of being struck by a vehicle fleeing the police from an illegal street takeover. Ms. Oliveras noted that her brother was an upstanding citizen and a City Engineer and desperately urged the City Council to take action to stop the illegal street takeovers and identify the individuals responsible for her brother's untimely death.

Dawn Franks spoke in support of the Oliveras family and urged the City Council to stop the illegal street takeovers. Ms. Franks condemned the recent looting which took place after a street takeover and urged the City Council to take action to avoid any future takeovers and looting.

Dr. Michael Tankersley addressed the Council and residents regarding the illegal street takeovers and noted that the City has a communication problem with the youth.

Daniel De La Cruz, ACSME Local 3634 Representative, spoke in support of a contract between the City and the Union associated the Fire Department. Mr. De La Cruz urged the City Council to negotiate a contract with the Fire Department personnel and bring jobs and peace to the community.

Luis Schmidt raised concerns regarding the City's negotiating practices and further stated that the Union members have presented a vote of "No Confidence" relating to the City Manager relative to the Compton Fire Department's contract negotiations. Mr. Schmidt further discussed the City Manager's poor job performance and urged the City Council to provide a contract for the Fire Department personnel.

Miller Martin urged the Council to fix the streets and eliminate the illegal street takeovers. Mr. Martin indicated that the Council must prepare the City for the 2028 Summer Olympics.

Tia Walker, Founder of Walker Family Events, praised the Compton Fire Department which have been performing several beautiful Happy Birthday wishes drive-by events for residents of the community. Ms. Walker urged the City Council to provide the personnel of the Fire Department with whatever they need to perform their duties and protect and assist the residents of Compton.

Elizabeth Hicks indicated that Compton residents complain to her about the condition of the City and further suggested that the City contact the Governor for assistance to address the illegal street takeovers. Ms. Hicks also urged the City Council to provide the Fire Department with whatever they need.

Patricia Dumas, Assistant Director of East Rancho Dominguez Community Center, discussed the emotional trauma that the citizens of Compton are experiencing due to the illegal street takeovers. Ms. Dumas also commented that the unhealthful air created from the takeovers is affecting the overall health and well-being of the residents.

Albert De La Mora commented that the Fire Department is understaffed, underfunded with broken-down equipment and added that the Compton Sheriffs are also understaffed and are unable to adequately respond to emergencies. Mr. De La Mora suggested that the City Council prioritize public safety.

Joyce Kelly informed the Council that she was affected by Covid-19 and further stated that she is in full support of the Fire Department. Ms. Kelly further suggested that the City use teargas to disperse the crowds attending the illegal street takeovers.

Tanya Lewis stated that she was not satisfied with how the Fire Chief and the City has handled all the problems plaguing the Compton Fire Department and urged the Council to make changes to the Compton Fire Department and the stations.

Brittaney McReynolds, wife of a Compton Firefighter, indicated that the City Council has repeatedly made statements asserting that they wish to improve the Compton Fire Department, however, they have not taken any action to assist the Department. Ms. McReynolds indicated that the Firefighters are stressed out, overworked and undervalued by the City, and further urged the

City Council to provide the Firefighters with a contract and upgrade and improve the Compton Fire Department before it is too late.

Daniel Salazar, President of the Compton Fire Fighter's Union Local 2216, recognized Councilmembers Spicer and Bowers for their open lines of communication and further indicated that there must be a bridge between the City Council and the Compton Fire Department to resolve the deficiencies, issues and concerns facing the Department. Captain Salazar then requested accountability for the City Manager and urged the Council to develop a plan to work with the Fire Department and move the City forward.

Lynn Boone addressed agenda item Number 4 (Resolution Adopting Hazard Mitigation Plan) and asserted that there must be a public hearing to address this item. Ms. Boone further raised concerns that only 3 of the 8 city officials on the Dias were elected by the people.

Luis Schmidt commented that the Compton Fire Department is losing personnel on a weekly basis and further urged the City Council to address the deficiencies and make improvements to upgrade the Department.

Vanessa Cain asserted that the community is experiencing environmental terrorism due to the illegal street takeovers and indicated that the City needs proper leadership to improve the City.

Ms. Camarillo expressed her condolences to the Oliveras family on the death of Raymond Oliveras. Ms. Camarillo offered her full support of the Oliveras family and urged the City Council to take action to prevent future illegal street takeovers.

Barbara (Missy) stated that the City Attorney must provide information to the residents and further indicated that the City's parks still remain closed. She also and noted that there are nonprofits organizations occupying the parks spaces. Ms. Barbara further stated that the City Council must provide the necessary equipment, personnel in addition to a working contract for the Compton Fire Department.

Fidel Marquez indicated that public safety must be the City's main priority and further noted that the Council must increase revenue, improve the City's infrastructure and eradicate illegal street takeovers. Mr. Marquez asserted that the City Manager has not performed his duties, so he must resign.

A. Avila, President of the Golden Street Block Club, offered support for the Compton Fire Department from all the members of the block club and further suggested that the Council stop all social, public events and address the Unions and the various needs of the community.

REGULAR AGENDA

NEW BUSINESS

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING SIGNATURES ON CERTAIN ACCOUNTS AND NAMING CERTAIN CITY EMPLOYEES AS AUTHORIZED SIGNATORIES ON THOSE ACCOUNTS

On motion by Duhart, seconded by Darden, **Resolution Number 25,820** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING SIGNATURES ON CERTAIN ACCOUNTS AND NAMING CERTAIN CITY EMPLOYEES AS AUTHORIZED SIGNATORIES ON THOSE ACCOUNTS'** was adopted by the following vote on roll call:

AYES: Council Members – Duhart, Spicer, Bowers, Darden, Sharif
NOES: Council Members – None
ABSENT: Council Members – None

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE GENERAL SERVICES DEPARTMENT 2022-23 FISCAL YEAR BUDGET, TRANSFERRING FUNDS BETWEEN ACCOUNTS, AUTHORIZING THE

CITY MANAGER TO ENTER INTO A 1-YEAR AGREEMENT WITH JOHNSON CONTROLS, INC. AND ISSUE A PURCHASE ORDER FOR PREVENTATIVE MAINTENANCE SERVICES OF THE HEATING AND COOLING SYSTEM AT COMPTON CITY HALL ($66,790.00)

On motion by Duhart, seconded by Spicer, **Resolution Number 25,821** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE GENERAL SERVICES DEPARTMENT 2022-23 FISCAL YEAR BUDGET, TRANSFERRING FUNDS BETWEEN ACCOUNTS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A 1-YEAR AGREEMENT WITH JOHNSON CONTROLS, INC. AND ISSUE A PURCHASE ORDER FOR PREVENTATIVE MAINTENANCE SERVICES OF THE HEATING AND COOLING SYSTEM AT COMPTON CITY HALL'** was adopted by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2022-2023 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZE THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO FIRETRUCKS UNLIMITED TO PAY THE REMAINING BALANCE OF ONE (1) 2021 DODGE RAM 3500 DIESEL TYPE 1 AMBULANCE REMOUNT ($62,482.00)

On motion by Darden, seconded by Duhart, **Resolution Number 25,822** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2022-2023 FISCAL YEAR BUDGET TO TRANSFER FUNDS AND AUTHORIZE THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO FIRETRUCKS UNLIMITED TO PAY THE REMAINING BALANCE OF ONE (1) 2021 DODGE RAM 3500 DIESEL TYPE 1 AMBULANCE REMOUNT'** was adopted by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE HAZARD MITIGATION PLAN DATED FEBRUARY 17, 2023

On motion by Spicer, seconded by Duhart, **Resolution Number 25,818** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE HAZARD MITIGATION PLAN DATED FEBRUARY 17, 2023'** was adopted by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO REPAY UNOBLIGATED FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AS PART OF THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT ($170,641)

On motion by Duhart, seconded by Darden, **Resolution Number 25,823** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO REPAY UNOBLIGATED FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AS PART OF THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY ACT'** was adopted by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BAKER TILLY FOR CLASSIFICATION, COMPENSATION AND SUCCESSION PLANNING SERVICES FOR AN AMOUNT NOT TO EXCEED ONE-HUNDRED FORTY-FOUR THOUSAND FOUR-HUNDRED TWENTY-FIVE DOLLARS ($144,425), TO AUTHORIZE A BUDGET AMENDMENT TO THE FY2022-2023 CITY BUDGET, AND TO AUTHORIZE A PURCHASE ORDER IN THE AMOUNT OF ONE-HUNDRED FORTY-FOUR THOUSAND FOUR-HUNDRED TWENTY-FIVE DOLLARS ($144,425)

On motion by Duhart, second by Spicer, **Resolution Number 25,819** entitled **'A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH BAKER TILLY FOR CLASSIFICATION, COMPENSATION AND SUCCESSION PLANNING SERVICES FOR AN AMOUNT NOT TO EXCEED ONE-HUNDRED FORTY-FOUR THOUSAND FOUR-HUNDRED TWENTY-FIVE DOLLARS ($144,425), TO AUTHORIZE A BUDGET AMENDMENT TO THE FY2022-2023 CITY BUDGET, AND TO AUTHORIZE A PURCHASE ORDER IN THE AMOUNT OF ONE-HUNDRED FORTY-FOUR THOUSAND FOUR-HUNDRED TWENTY-FIVE DOLLARS'** was adopted by the following vote on roll call:

AYES: **Council Members – Duhart, Spicer, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – None**

COUNCIL COMMENTS

Councilmember Duhart offered the following communications/announcements:

- Invited the residents to attend the 3rd Annual Community Resource Fair on April 29, 2023 from 11:00 a.m. to 3:00 p.m. at Gonzales Park located at 1101W. Cressey Street, Compton

- Encouraged the City Manager to properly maintain the City's parkways and thoroughfares and further bring forth the issue of preferential permit parking

Councilmember Spicer offered the following communications/announcements:

- Requested an update relative to the City's video camera surveillance project

- Requested that the City Council meeting be adjourned in memory of **Shae Hamilton**

(Councilman Spicer exited the meeting at 7:59 p.m.)

Councilmember Bowers offered the following communications/announcements:

- Condemned the recent civil unrest associated with the illegal street takeovers and further noted that these takeovers have been adversely affecting the health, safety and well-being of the residents and emphasized that these incidents must be addressed immediately

- Commented that the City Manager must address the critical staffing shortage at the Compton Fire Department and further accelerate the upgrading of the City's infrastructure and improve public safety

Councilmember Darden offered the following communications/announcements:

- Requested an update relative to the repair of the Artesia Bridge

- Announced that the Bill Pickett Invitational Rodeo will be held on July 15 and 16, 2023 at the Industry Hills Expo Center located at 16200 Temple Avenue, Industry Hills, CA

- Offered her heartfelt condolences to the family of **Shae Hamilton, Founder of Angels for Sight**

Mayor Sharif offered the following communications/announcements:

- Mayor Sharif commented that she was honored to join Los Angeles County Board Supervisor Holly Mitchell in attending the recent welcoming ceremony for Vice President Kamala Harris.

- Mayor Sharif announced that First United Methodist Church of Compton will observe 155 years of Christian ministry with a special anniversary service on Sunday, April 23, 2023 at 10 a.m., in the church edifice located at 1025 S. Long Beach Boulevard in Compton. Mayor Sharif invited the community to attend this historic event.

- Mayor Sharif invited the community to attend the *Stepping into Spring* Senior Luncheon which will be held on April 27, 2023, beginning at 10:30 a.m. at the Dollarhide Community Center. There will be free food, music, entertainment and good times. Please contact Hillary Lombardi at: 310-605-568 or email: hlambarri@comptoncity.org for additional information.

ADJOURNMENT

On motion by Duhart, seconded by Darden, the meeting was adjourned in memory of **Raymond Oliveras and Shae Hamilton** at 8:50 p.m. by the following vote on roll call:

AYES: **Council Members – Duhart, Bowers, Darden, Sharif**
NOES: **Council Members – None**
ABSENT: **Council Members – Spicer**

_____ _____

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

September 5, 2023

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: REQUEST TO SCHEDULE A PUBLIC HEARING FOR AN APPEAL OF THE PLANNING COMMISSION DECISION TO DENY ARCHITECTURAL REVIEW BOARD CASE NO. 23-0031, A REQUEST TO CONSTRUCT AND OPERATE A 500 STUDENT CHARTER MIDDLE SCHOOL AT 900 EAST COMPTON BLVD.,

On July 26, 2023, the Planning Commission held a public hearing on an appeal request by Kipp SoCal. Kipp SoCal appealed the decision of the Architectural Review Board to deny the project. Kipp SoCal is proposing to construct and operate a 500-student charter middle school on a vacant lot located at 900 E. Compton Blvd.

At this public hearing, the Planning Commission voted to deny the appeal and affirm the decision of the Architectural Review Board. The applicant is now appealing this decision to the City Council. Staff recommends that the City Council schedule a public hearing on this matter for **Tuesday, September 26, 2023** at **5:45 p.m**.

ROBERT DELGADILLO, SENIOR PLANNER
COMMUNITY DEVELOPMENT DEPARTMENT

APPROVED BY:
JEROME GROOMS
CITY MANAGER

September 5, 2023

TO: **HONORABLE MAYOR AND COUNCIL MEMBER**

FROM: **CITY MANAGER**

SUBJECT: **REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS**

Recommendation: Authorize travel to attend the League of CA Cities Annual Conference and Expo

Location: Sacramento, CA

Meeting Date: September 20, 2023 thru September 22, 2023

Approximate Cost: Registration: **$700** (Per attendee)
Hotel: **$227.00** per night (plus taxes and fees)
Transportation: **$187.96** (flight)
Per Diem: Receipts required (Not to exceed $75 per day)

Source of Funds: General Fund

Purpose: The purpose of attending the League of CA Cities Annual Conference and Expo is to learn and discuss issues that are impacting our city.

Elected Official	Attending
Mayor Emma Sharif	
Councilmember Deidre M. Duhart	
Councilmember Andre Spicer	
Councilmember Jonathan Bowers	
Councilmember Lillie Darden	

September 5, 2023

TO: **HONORABLE MAYOR AND COUNCIL MEMBER**

FROM: **CITY MANAGER**

SUBJECT: **REQUEST TO AUTHORIZE TRAVEL FOR ELECTED OFFICIALS**

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Purpose: The purpose of attending the League of CA Cities Annual Conference and Expo is to learn and discuss issues that are impacting our city.

Elected Official	Attending
Mayor Emma Sharif	
Councilmember Deidre M. Duhart	
Councilmember Andre Spicer	
Councilmember Jonathan Bowers	
Councilmember Lillie Darden	

September 5, 2023

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

FROM: **CITY ATTORNEY**

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,872 AND RATIFYING A LIMITED DURATION EMPLOYMENT AGREEMENT WITH DAVID A. PASCHAL TO SERVE AS INTERIM ASSISTANT CITY MANAGER OF THE CITY OF COMPTON AS APPROVED BY THE CITY COUNCIL AS A SUBSEQUENT NEED AGENDA ITEM ON THE JULY 25, 2023 CITY COUNCIL AGENDA MEETING

SUMMARY

The City Council will consider rescinding Resolution No. 25,872 and adopting a resolution to ratify a limited duration employment agreement with David A. Paschal to serve as interim Assistant City Manager of the City of Compton. This agreement was previously approved by the City Council as a subsequent need agenda item on the July 25, 2023 City Council Agenda meeting.

BACKGROUND

On July 25, 2023, the City Council met in open session during a duly noticed City Council meeting and adopted a resolution (Resolution No. 25,872) approving a Limited Duration Employment Agreement with David A. Paschal to serve as Interim Assistant City Manager of the City of Compton while the City conducts its recruitment for a permanent City Manager. This matter was brought before the City Council as a subsequent need item pursuant to California Government Code §54954.2(b)(2).

The Compton City Charter provides that City Council may provide by ordinance for the creation or abolishment of other appointive officers; and that the City Manager shall appoint other appointed officers.

State Assembly Bill ("AB") 340, effective January 1, 2013, amended the Public Employees Retirement Law ("PERL") to limit how the California Public Employees Retirement System ("CalPERS") contracting agencies may appoint CalPERS retirees. More specifically, Section 7522.56 of the Government Code was added, which generally prohibits CalPERS retired annuitants from being employed by CalPERS contracting agency without reinstatement from retirement, provides exceptions to this limitation to allow employment without reinstatement when:

- Appointment is either during an emergency to prevent stoppage of public business or because the retired person has skills needed to perform work of limited duration.

- Appointment of the retiree shall not exceed 960 hours or other equivalent limit in a calendar year or fiscal year.

- The rate of pay for the employment shall not be less than the minimum, nor exceed the maximum monthly salary paid to other employees performing comparable duties, divided by 173.333 to equal an hourly rate and no service credit or retirement rights are provided.

- The retiree, during the 12-month period prior to the appointment cannot have received any unemployment insurance compensation arising out of prior employment with a public employer. Compliance with this provision must be certified in writing by the retiree to the employer upon accepting an offer of employment.

- At least 180 days has passed between the appointment and the date of retirement, unless the employer certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days has passed and the appointment has been approved by the governing body of the employee in a public meeting.

- The 180-day waiting period cannot be excepted or waived if the retiree accepted a retirement incentive upon retirement.

STATEMENT OF ISSUE

On July 11, 2023, the City Council met in closed session during a duly noticed City Council meeting and by a vote of at least a majority voted to appoint Jerome G. Groomes as the Interim City Manager of the City of Compton for a definite and limited period of time while the City conducts its recruitment for a permanent City Manager.

To assist in the city management and/or municipal administration of the City, Mr. Groomes selected Mr. David A. Paschal for appointment as Interim Assistant City Manager for a definite and limited period of time in accordance with Mr. Groomes limited tenure as the current City Manager.

Mr. Paschal will bring over forty-five (45) years of management experience in the public sector, at the city, county, and state levels. He will assist the City Manager with moving forward City projects and work closely with Mr. Groomes and the City Council with the recruitment of a permanent City Manager. He will serve as Interim Assistant City Manager commencing on July 12, 2023 for a period not to exceed a total of nine hundred and sixty

(960) actual hours worked, or until the City Council appoints a permanent City Manager, whichever occurs first. At the request of the City Council, and in conformance with the PERL, the City Attorney's Office prepared a proposed Employment Agreement for Mr. Paschal to serve as Interim Assistant City Manager.

For unknown reasons, subsequent to the posting of the Council Agenda for the City Council meeting on July 25, 2023, this item was not included in the posted agenda for the July 25, 2023 council meeting. Consequently, this item was brought before the City Council during the July 25, 2023 council meeting as a subsequent need item for the Council's consideration pursuant to California Government Code § 54954.2(b)(2). The City Council, by at least a majority vote, adopted Resolution No. 25,872 approving the Limited Duration Employment Agreement for David A. Pascal to serve as an interim Assistant City Manager. Subsequently, this Agreement was fully-executed by all the parties on or about July 31, 2023.

For housekeeping purposes and to ensure full compliance with the Brown Act, the City Attorney's Office is requesting City Council to rescind Resolution No. 25,872 and adopt the attached resolution ratifying the fully-executed Limited Duration Employment Agreement with David A. Paschal to serve as interim Assistant City Manager of the City of Compton.

FISCAL IMPACT

In accordance with state law, Mr. Paschal will be compensated at the rate of $110.00 per hour, for actual hours worked. By state law, Mr. Paschal is limited to no more than Nine Hundred Sixty (960) hours of service per fiscal year.

There is no fiscal impact to the General Fund as funds for this interim appointment are included in the 2023-24 Fiscal Year budget.

RECOMMENDATION

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

ERIC PERRODIN
CITY ATTORNEY

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 25,872 AND RATIFYING A LIMITED DURATION EMPLOYMENT AGREEMENT WITH DAVID A. PASCHAL TO SERVE AS INTERIM ASSISTANT CITY MANAGER OF THE CITY OF COMPTON AS APPROVED BY THE CITY COUNCIL AS A SUBSEQUENT NEED AGENDA ITEM ON THE JULY 25, 2023 CITY COUNCIL AGENDA MEETING

WHEREAS, Section 703 of the Compton City Charter provides that the City Council shall appoint the City Manager of the City of Compton; and

WHEREAS, Section 704 of the Compton City Charter provides that there shall be the other appointive officers, who shall be appointed by the City Manager; and

WHEREAS, on July 25, 2023, the City Council met in open session during a duly noticed City Council meeting and adopted a resolution (Resolution No. 25,872) approving a Limited Duration Employment Agreement with David A. Paschal to serve as Interim Assistant City Manager of the City of Compton while the City conducts its recruitment for a permanent City Manager; and

WHEREAS, this matter was brought before the City Council as a subsequent need item pursuant to California Government Code §54954.2(b)(2); and

WHEREAS, on July 11, 2023, the City Council met in closed session during a duly noticed City Council meeting and by a vote of at least a majority voted to appoint Jerome G. Groomes as the Interim City Manager of the City of Compton for a definite and limited period of time while the City conducts its recruitment for a permanent City Manager; and

WHEREAS, to assist in the city management and/or municipal administration of the City, Mr. Groomes selected Mr. David A. Paschal for appointment as Interim Assistant City Manager for a definite and limited period of time in accordance with Mr. Groomes limited tenure as the current City Manager; and

Mr. Paschal will bring over forty-five (45) years of management experience in the public sector, at the city, county, and state levels. He will assist the City Manager with moving forward City projects and work closely with Mr. Groomes and the City Council with the recruitment of a permanent City Manager. He will serve as Interim Assistant City Manager commencing on July 12, 2023 for a period not to exceed a total of nine hundred and sixty (960) actual hours worked, or until the City Council appoints a permanent City Manager, whichever occurs first. At the request of the City Council, and in conformance with the PERL, the City Attorney's Office prepared a proposed Employment Agreement for Mr. Paschal to serve as Interim Assistant City Manager

WHEREAS, for unknown reasons, subsequent to the posting of the Council Agenda for the City Council meeting on July 25, 2023, this item was not included in the posted agenda for the July 25, 2023 council meeting. Consequently, this item was brought before the City Council during the July 25, 2023 council meeting as a subsequent need item for the Council's consideration pursuant to California Government Code § 54954.2(b)(2). The City Council, by at least a majority vote, adopted Resolution No. 25,872 approving the Limited Duration Employment Agreement for David A. Pascal to serve as an interim Assistant City Manager. Subsequently, this Agreement was fully-executed by all the parties on or about July 31, 2023; and

WHEREAS, for housekeeping purposes and to ensure full compliance with the Brown Act, the City Attorney's Office is requesting City Council to rescind Resolution No. 25,872 and adopt the attached resolution ratifying the fully-executed Limited Duration Employment Agreement with David A. Paschal to serve as interim Assistant City Manager of the City of Compton; and

WHEREAS, in accordance with state law, Mr. Paschal will be compensated at the rate of $110.00 per hour, for actual hours worked. By state law, Mr. Paschal is limited to no more than Nine Hundred Sixty (960) hours of service per fiscal year; and

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

Section 1. That the City Council of the City of Compton hereby ratifies the Limited Duration Employment Agreement between the City and David A. Paschal to serve as Interim Assistant City Manager on a limited duration of time (i.e., commencing July 12, 2023 and not to exceed a total of nine hundred sixty (960) actual hours worked.

Section 2. That the funds for this expenditure are allocated in the 2023-2024 Fiscal Year budget in Account No. 1001-510-000-4101.

Section 3. That a certified copy of this Resolution and the attached Employment Agreement, upon execution, shall be filed in the offices of the City Clerk, City Manager, City Attorney and the City Controller.

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

ADOPTED this ____ day of _____, 2023.

_____
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, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the regular meeting thereof held on the ___ day of _____, 2023.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

EMPLOYMENT AGREEMENT
BETWEEN
CITY OF COMPTON
AND
DAVID A. PASCHAL

[Position: Interim Assistant City Manager]

This Employment Agreement is made by and between the City Council of the City of Compton (hereinafter "Council") on behalf of the City of Compton (hereinafter "City"), and David A. Paschal (hereinafter "Paschal" and/or "Interim Assistant City Manager"). The City Council, City and Paschal are sometimes individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Compton City Charter provides that the City Manager shall appoint other appointed officers of the City of Compton; and

WHEREAS, the Assistant City Manager position is vital to the daily functioning of the City's government, requiring specialized skills and experience, and pursuant to Section 704 of the Compton City Charter the City Council may create or abolish other appointed officers; and

WHEREAS, the Parties wish to have Paschal perform the services of Interim Assistant City Manager, an Unclassified Service position which requires specialized skills and expert professional or technical services, for a definite period of time while the City conducts its recruitment for a permanent City Manager and will terminate such services with Paschal upon the City Council's recruitment of a permanent City Manager, unless this Agreement is otherwise terminated prior thereto; and

WHEREAS, California Government Code, Section 21221(h) permits retired annuitants under the California Public Employees Retirement System ("CalPERS"), to be employed without reinstatement from retirement upon appointment by a public agency to fill a vacant position on an interim basis during recruitment to permanently fill the vacant position; and

WHEREAS, as a CalPERS retired annuitant under California Government Code, Section 21221(h), Paschal possesses over forty-five (45) years of management experience in the public sector, at the City, County, and State levels, has the skill set to perform the required duties of the Compton Interim Assistant City Manager, and acknowledges that such employment is at-will and of limited duration for a definite period of time, as herein described; and

WHEREAS, on July 11, 2023, the City Council, during a duly noticed City Council meeting, met in closed session and by at least a majority voted to appoint Jerome G Groomes to the position of Interim City Manager of the City of Compton for a definite and limited period of time while the City conducts its recruitment for a permanent City Manager; and

WHEREAS, Interim City Manager Jerome G. Groomes, pursuant to Compton City Charter Section 704, has appointed David A. Paschal as Interim Assistant City Manager; and

WHEREAS, it is the desire of the City Council to establish the terms and conditions of Paschal' services to the City through this Agreement; and

WHEREAS, on July 25, 2023, the Council adopted Resolution No. 25,872, which approved this Employment Agreement between the City and Paschal for the position of Interim Assistant City Manager of the City.

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

Section 1. Employment and Term of Service

1.1 Employment. It is understood and agreed between the Parties that the Council hereby agrees to employ Paschal in the Unclassified Service position of Interim Assistant City Manager of the City of Compton for a definite period of time and Paschal hereby accepts such limited employment.

1.2 Term of Service.

a. The term of this Employment Agreement shall begin on July 12, 2023, and shall not exceed a total of Nine Hundred Sixty (960) actual hours of work, or until a permanent City Manager is hired by the City, whichever occurs first, unless terminated prior thereto by either Party. The Parties understand that services beyond Nine Hundred Sixty (960) hours are subject to CalPERS pursuant to Section 21221(h) of the California Government Code.

b. Paschal agrees that he shall not accept any other employment during the term of this Agreement without the express written prior consent of the City Council. In consideration of the agreed term and the other provisions of this Agreement, the Parties mutually agree to waive Compton Municipal Code Section 2-2.9 (Limitation on Removal) in all circumstances where it may otherwise apply, if any.

c. If the City Council appoints a permanent City Manager before a total of Nine Hundred Sixty (960) actual hours has been worked by Paschal, Paschal services and this Agreement shall terminate within such time thereafter as the Parties shall agree upon in writing.

d. If the City Council does not appoint a permanent City Manager by or before Paschal exceeds Nine Hundred Sixty (960) actual hours worked, the term of this Agreement may be extended for so long as required for the City Council to identify and appoint a permanent City Manager; provided that if such extension would cause Paschal' services hereunder to exceed a total of Nine Hundred Sixty (960) hours, the Parties understand that such additional service is subject to approval by the CalPERS pursuant to California Government Code, Section 21221(h). In such instance, the Parties agree to cooperate to take such action necessary to secure approval from CalPERS.

1.3 City Manager's Commitments.

a. Duties and Authority.

(1) The Interim Assistant City Manager shall be the chief executive officer of the City and be responsible to the City Council for the proper administration of all affairs of the City, excepting such matters for which elective officers are made responsible by the Compton City Charter.

(2) The Interim Assistant City Manager shall perform all of the duties of the City Manager as set forth in the Compton City Charter, the Compton Municipal Code and City policies and procedures approved by the City Council, as may be provided from time to time. The Interim Assistant City Manager shall also perform other legally permissible and proper duties and functions as the City Council may assign from time to time.

(3) The City Council may also designate the Interim Assistant City Manager as the chief executive officer of other City-related legal entities. Such other legal entities could include, but not be limited to financing authorities and joint powers authorities.

b. Hours of Work.

(1) The Interim Assistant City Manager is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations to the City Manager's position. The Interim Assistant City Manager does not have set hours of work as the Interim Assistant City Manager is expected to be available at all times, and shall be available for attendance at City Council and other meetings as necessary. The Interim Assistant City Manager shall be permitted such reasonable "time off" as is customary for exempt employees of the City so long as the time off does not interfere with normal business. **Notwithstanding the foregoing, under no circumstances shall Paschal work more than Nine Hundred Sixty (960) hours during any City fiscal year, including any time served in other interim appointments.**

(2) Paschal agrees that his position is that of an exempt employee for purposes of the Fair Labor Standards Act ("FLSA").

c. **Ownership of Materials.** Paschal understands and agrees that all data, studies, reports and other documents prepared by or on his behalf while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or on his behalf or provided to him in connection with the performance of this Agreement shall be held confidential by Paschal to the extent permitted by applicable law, and except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not, without the prior consent of a majority of the City Council, be used by Paschal for

any purposes other than the performance of his duties. Provided, further that no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law, any governmental agency, subpoena or an order issued by a court of competent jurisdiction.

1.4 City Council Commitments.

a. The City Council sets policy for the governance and administration of the City and it implements its policies through the Interim Assistant City Manager.

b. The City Council commits to spending time, the frequency of which shall be determined by the City Council in its discretion, to work with the Interim Assistant City Manager and staff on setting goals and priorities for the City government.

c. In accordance with applicable provisions of the Compton City Charter, the Compton Municipal Code and City policies and procedures, except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees, officers, contractors and consultants solely through the Interim Assistant City Manager or the Interim Assistant City Manager's designee, and neither the City Council nor any member thereof shall give orders to any subordinate of the Interim Assistant City Manager, either publicly or privately.

Section 2. Compensation and Reimbursement

The City agrees to provide the following compensation and reimbursements to the Interim Assistant City Manager during the term of this Employment Agreement:

2.1 Compensation. It is agreed that for the services to be rendered by Paschal pursuant to this Agreement, effective as of July 12, 2023, Paschal shall receive compensation in the amount of **$110.00 per hour,** for actual hours worked, which amount is in conformance with the requirements of California Government Code, Sections 7522.56(d) and 21221(h). Paschal shall not receive any benefits, incentives, compensation in lieu of benefits or any other forms of compensation in addition to the hourly rate of **$110.00.**

2.2 Reimbursable Expenses. Paschal shall not be entitled to reimbursement for any costs or expenses incurred in the performance of Paschal' duties under this Agreement, unless said costs and expenses have received prior approval of the City Council and are supported by written documentation in accordance with established policies and customary practices of the City.

2.3 Reimbursement for Legal Actions. Paschal shall be fully compensated and reimbursed pursuant to Section 2.1, above, for time spent and costs incurred while representing the City in any legal action during or after the term of this Agreement.

2.4 Provision of Benefits Prohibited. Paschal is a retiree of CalPERS and shall not be enrolled in CalPERS or have any CalPERS retirement contributions reduced from his salary or made on his behalf by the City. Paschal hereby waives all benefits

provided to City employees, including retirement contributions, health and medical insurance, dental insurance, visual insurance, life and disability insurance, sick leave, vacation and all similar benefits. Paschal recognizes that California Government Code, Section 21221(h) provides that a retired person appointed to a vacant position pursuant to that section shall not receive any benefits, incentives, compensation in lieu of benefits or any other forms of compensation in addition to the hourly rate.

Section 3. Termination or Separation

3.1 Termination. The Council may terminate Paschal' services with or without cause, *and without right of advance notice, hearing or appeal*, by motion of the Council adopted by at least three affirmative votes pursuant to section 703 of the Compton City Charter, at any time during the term of this Employment Agreement. Paschal understands and agrees that his employment by the City is of a definite period of time for the performance of specialized services in accordance with California Government Code, Section 21221(h). Paschal expressly agrees that he shall not be entitled to any severance pay as a result of the termination of this Agreement for any reason whatsoever.

3.2 Voluntary Separation. Paschal may terminate this Agreement at any time with or without cause, provided however, that he shall reasonably provide the City Council with at least two (2) weeks advance written notice prior to the effective date of the termination, if practicable, unless a shorter period is acceptable to the City Council.

3.3 Transfer of Responsibilities. After Notice of Voluntary Separation or Termination, Paschal shall cooperate with the City, as requested by the City, to effect a transition of City Manager responsibilities and duties and ensure that the City is aware of all matters being handled by Paschal.

3.4 No Reappointment. In accordance with state law and the requirements of the California Public Employees Retirement Law, Paschal may not be reappointed to the position of Assistant City Manager following the expiration of this Agreement, nor may this Agreement be modified to extend the term of the Agreement.

Section 4. Retired Annuitant Provisions (AB 1344)

4.1 Assembly Bill 1344 Provisions.

a. The Parties agree to fully comply with the California Government Code sections that are part of AB 1344 (Government Code Section 53243), made effective January 1, 2012, and to fully comply with other applicable law as it exists as of the date of execution of this Agreement and as it may be amended from time to time thereafter.

b. AB 1344 generally provides limits on local agency employee reimbursement requirements. These provisions are included in the following California Government Code sections, which are hereby incorporated into the terms of this Agreement:

(1) Section 53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

(2) Section 53243.1. Reimbursement of legal criminal defense upon conviction of crime office or position.

(3) Section 53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

(4) Section 53243.3. Reimbursement of non-contractual payments upon conviction of involving office or position.

(5) Section 53243.4. Abuse of office or position defined.

Paschal has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Paschal, including that Paschal agrees that any cash settlement related to the termination that Paschal may receive from the City shall be fully reimbursed to the City if Paschal is convicted of a crime involving an abuse of his office or position.

c. AB 1344 also includes California Government Code Section 3511.2. Notwithstanding any other provisions of this Agreement, it shall be prohibited for the City or through the Agreement or any amendment thereto to provide an automatic renewal hereof that provides for an automatic compensation increase in excess of a cost-of-living adjustment or a maximum cash settlement in excess of certain limits established by Section 3511.2. Government Code, Section 3511.2 is hereby incorporated into the terms of this Agreement.

4.2 No Unemployment Benefits Received by Paschal. Paschal expressly certified and warrants to the City that he has not received any unemployment insurance payments for retired annuitant work for any public employer within the twelve (12) months prior to his appointment date.

4.3 Compliance with 960 Hours Per Fiscal Year Limit. Retired annuitants appointed to an interim position without reinstatement are limited to a combined total of Nine Hundred Sixty (960) hours for all employers each fiscal year, including concurrent appointments pursuant to California Government Code, Sections 21221, 21224 and 21229. Paschal expressly certified and warrants to the City that his anticipated work schedule will not cause him to exceed the 960 hours per fiscal year limit pursuant to California Government Code, Section 21221(h), including work for this or any other CalPERS employer during the current fiscal year.

Section 5. General Provisions

5.1 Amendments. In accordance with state law and the requirements of the California Public Employees Retirement System, this Employment Agreement may not be amended to extend the term of this Agreement.

5.2 Conflict of Interest.

a. The Interim Assistant City Manager shall not engage in any business or

transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal or political associations.

b. The Interim Assistant City Manager shall also comply with the conflict of interest provisions of the California Government Code and any Conflict of Interest Code applicable to the Interim Assistant City Manager's City employment.

c. The Interim Assistant City Manager is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment and at the time of separation from the position.

5.3 Indemnification.

a. In accordance with and to the extent provided by California's Tort Claims Act (Government Code Section 825 et seq.) and Government Code Sections 995-996.5, the City shall defend and indemnify Paschal against and for all losses sustained by Paschal in direct consequences of the discharge of the Interim Assistant City Manager's duties on the City's behalf for the period of the Interim Assistant City Manager's employment. This section shall not apply and the City shall not be obligated to indemnify or represent Paschal in any legal matters if the City Council determines that the defense of the action or proceeding by the City would create a conflict of interest between the City and Paschal; or for acts or failure to act because of fraud, corruption or actual malice without entering into a reimbursement agreement with the City approved by the City Council in a form approved by the City Attorney. If the City Council or court of competent jurisdiction determines that Paschal committed actual fraud, corruption or actual malice, then the City shall not provide for the defense of such legal action and Paschal shall reimburse the City all costs plus interest of the City in providing such defense. This section shall also apply to any intentional tort or crime committed by Paschal, to any action outside the course and scope of the services provided by Paschal under this Agreement, or any other intentional or malicious conduct or gross negligence of Paschal.

5.4 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

5.5 Entire Agreement. The terms and conditions of this Agreement represent the entire understanding between the City and Paschal regarding Paschal' employment as the Interim Assistant City Manager, and all preliminary negotiations and agreements are deemed a part hereof. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement.

5.6 Independence of Parties. Each party hereto has had the opportunity to

receive independent legal advice with respect to the contents and advisability of making this Employment Agreement and executes this Agreement after having the opportunity to consult with legal counsel.

No provision of this Employment Agreement shall be interpreted for or against any party because that party or his/its legal representative drafted the provisions. This Agreement shall be deemed to have been drafted by all parties hereto. Each party hereto expressly covenants that the terms of this Employment Agreement are fair and have been freely negotiated by and between each of the parties.

5.7 Arbitration of Salary Dispute. Should a dispute arise between the parties hereto specifically concerning the amount of salary or period for which salary is to be paid, the parties agree that the dispute shall be submitted to binding arbitration. Such arbitration shall be conducted by a mutually agreed arbitrator. Each party hereto shall

bear one-half of the costs of the arbitration, except each party shall bear their own costs for legal representation and witness fees. The parties agree that any disputes resolved by arbitration shall be final and binding. Any other disputes arising out of Paschal' employment as Interim Assistant City Manager, not specifically referenced herein, shall not be subject to the provisions of this section.

5.8 Severability. If any provision, or any portion thereof, contained in this Employment Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Employment Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

5.9 Jurisdiction and Venue. This Employment Agreement shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in Los Angeles County, California.

5.10 Effect of Agreement on Paschal' CalPERS Retirement Benefits. The City makes no representation on the impact, if any; this Agreement shall or may have upon Paschal' CalPERS retirement benefits, status, duties and/or obligations. Paschal acknowledges that in entering into this Agreement he has not relied upon any representations in assessing the CalPERS-related impact of his employment. Paschal releases the City, its officials, officers, employees, agents and volunteers from any and all CalPERS-related claims or liabilities that may arise in connection with his employment pursuant to this Agreement.

5.9 Notice. Any notice, amendments or additions to this Employment Agreement, including change of address during the term of this Agreement, which the Interim Assistant City Manager or the City shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first-class mail or hand-delivered to the respective Parties as follows:

If to the City:

City Clerk
City of Compton
205 South Willowbrook Avenue
Compton, California 90220

With copy to:

City Attorney

City of Compton
205 South Willowbrook Avenue
Compton, California 90220

If to the Interim Assistant City Manager:

City Manager
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
[or other address provided in writing to the City Clerk and City Attorney]

6.0 Effective Date. This Employment Agreement shall become effective, retroactively to July 12, 2023, on approval of the City Council and signed by a majority of the City Council members, Paschal, the City Clerk and the City Attorney.

IN WITNESS WHEREOF, the Parties have executed this Employment Agreement.

David A. Paschal

David A. Paschal

Dated: 7/31/2023

City of Compton
A Municipal Corporation

Dated: 7/31/23

Jerry Groomes, City Manager

Approved as to form:

By for

Eric J. Perrodin, City Attorney

Dated: 7/31/23

ATTEST:

Dated: 8/1/2023

By

Vernell McDaniel, City Clerk

CITY OF COMPTON INCORPORATED MAY A. D. 1888 CALIFORNIA

SEPTEMBER 5, 2023

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING A MOVEMENT TO CLEAN AND BEAUTIFY THE CITY OF COMPTON**

SUMMARY

The City Council will consider adoption of the attached resolution that will allow Mayor and Council of the City of Compton to create a movement whereby a clean and beautiful Compton becomes an everyday reality. This will be achieved by setting achievable goals and objectives that will be turned into action.

BACKGROUND

Beautification is the process of making visual improvements that can increase property value, attract businesses, promotes a sense of community pride and boost the morale of residents, visitors and other contributing members of the community.

City departments are united in the movement to beautify Compton. Staff has been assigned to target illegal dumping and graffiti hotspots, and enforce municipal code violations for residence, businesses and vacant land owners who are out of compliance with property maintenance.

Every community member of Compton can help in the movement of beautifying Compton by putting their trash in the trash containers, report any graffiti and illegal dumping, by utilizing your free bulky item pick-up services offered by your sanitation provider, participate in Dump Day events held throughout the year. Working together to beautify Compton will benefit, the residents, business owners and everyone who travels through the City of Compton.

Mayor and Council invites everyone to unite with Compton residents, the Compton Initiative Project, and anyone that is interested by volunteering every 3rd Saturday of the month.

STATEMENT OF THE ISSUE

There is no anticipated issue.

FISCAL IMPACT

There is no anticipated fiscal Impact.

RECOMMENDATION

Staff makes no recommendation concerning this request. The decision is at the discretion of the Compton City Council.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING A MOVEMENT TO CLEAN AND BEAUTIFY THE CITY OF COMPTON

WHEREAS, Mayor and Council of the City of Compton seeks to create a movement to clean and beautify the City of Compton whereby a clean and beautiful Compton becomes an everyday reality. This will be achieved by setting achievable goals and objectives that will be turned into action; and

WHEREAS, beautification is the process of making visual improvements that can increase property value, attract businesses, promotes a sense of community and boost the morale of residents, visitors, and other contributing members of the community; and

WHEREAS, city departments are united in the movement to beautify Compton. Staff has been assigned to target illegal dumping and graffiti hotspots, and enforce municipal code violations for residence, businesses and vacant land owners who are out of compliance with property maintenance; and

WHEREAS, every community member of Compton can help in the movement of beautifying Compton by putting their trash in the trash containers, report any graffiti and illegal dumping, by utilizing your free bulky item pick-up services offered by your sanitation provider, participate in Dump Day events held throughout the year; and

WHEREAS, working together to beautify Compton will benefit, the residents, business owners and everyone who travels through the City of Compton.

WHEREAS, Mayor and Council invites everyone to unite with Compton residents, the Compton Initiative Project and anyone that is interested by volunteering every 3rd Saturday of the month.

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

SECTION 1. That the City Council of the City of Compton does hereby adopt this Resolution and declare a movement to clean and beautify the City of Compton.

SECTION 2. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, and City Clerk.

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

ADOPTED this _____ day of _____, 2023.

_____

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, Vernell McDaniel, 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 _____, 2023.

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

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

September 5, 2023

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

FROM: **JEROME GROOMES, CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENAME THE ONE HUNDRED BLOCK OF AUTO DRIVE SOUTH TO EAZY STREET**

SUMMARY

Approval of the attached resolution will authorize the City Manager to rename the One Hundred Block of Auto Drive South to Eazy Street in honor of the renowned entertainer Eric Lynn Wright professionally known as Eazy-E, whose legacy posthumously has contributed to the hip-hop music industry around the world.

BACKGROUND

The late entertainer Eazy-E, was born and raised in the City of Compton and rose to fame for what is known as West Coast rap and Gangsta rap as part of the group N.W.A. which formed in Compton California.

The group launched the careers of hip-hop icons, such as Eazy-E, Ice Cube, Dr. Dre, MC Ren and many others. In 1988, N.W.A. released the colossal hit song “Straight Outta Compton”.

Eric Lynn Wright otherwise known as Eazy-E, has been called the “Godfather of Gangsta rap”, a rap pioneer and a legend. The renaming of the One Hundred Block of Auto Drive South to Eazy Street will keep this hip-hop icon’s name engraved in the history of Compton

The proposed selected street location in the City of Compton is currently named Auto Drive South. Honoring Eazy-E in the One Hundred Block of this location will be a lasting tribute to the art of hip-hop music that continues to be appreciated by his family and fans worldwide.

STATEMENT OF THE ISSUE

The City of Compton Facilities Naming Policy, adopted June 20, 2014 provides a process and guidelines for naming facilities in a manner that will provide an easy and recognizable reference to the City’s residents and visitors.

Section 2 (B) of the City’s Policy defines support facilities: City-owned facilities that support field operations, support facilities include, without limitation the City corporate yard, pump stations, roads, bridges and any new or future facilities.

Posthumous recognition of this celebrity who brought global notoriety to the City of Compton can extend appreciation to the life of noted music artist Eric Lynn Wright, otherwise known as, Eazy-E.

FISCAL IMPACT

There is no anticipated fiscal impact.

RECOMMENDATION

Staff makes no recommendation concerning this request. The decision is at the discretion of the Compton City Council.

JERRY GROOMES
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENAME THE ONE HUNDRED BLOCK OF AUTO DRIVE SOUTH TO EAZY STREET

WHEREAS, the late entertainer Eazy-E, was born and raised in the City of Compton and rose to fame for what is known as West Coast rap and Gangsta rap as part of the group N.W.A. which formed in Compton California; and

WHEREAS, the group launched the careers of hip-hop icons, such as Eazy-E, Ice Cube, Dr. Dre, MC Ren and many others. In 1988, N.W.A. released the colossal hit song "Straight Outta Compton".

WHEREAS, Eric Lynn Wright otherwise known as Easy-E, has been called the "Godfather of Gangsta rap", a rap pioneer and a legend. The renaming of the One Hundred Block of Auto Drive South to Eazy Street will keep this hip-hop icon's name engraved in the history of Compton

WHEREAS, the proposed selected street location in the City of Compton is currently named Auto Drive South. Honoring Eazy-E in the One Hundred Block of this location will be a lasting tribute to the art of hip-hop music that continues to be appreciated by his family and fans worldwide; and

WHEREAS, the City of Compton Facilities Naming Policy, adopted June 20, 2014 provides a process and guidelines for naming facilities in a manner that will provide an easy and recognizable reference to the City's residents and visitors

WHEREAS, Section 2 (B) of the City's Policy defines support facilities: City-owned facilities that support field operations, support facilities include, without limitation the City corporate yard, pump stations, roads, bridges and any new or future facilities; and

WHEREAS, posthumous recognition of this celebrity who brought global notoriety to the City of Compton can extend appreciation to the life of noted music artist Eric Lynn Wright, otherwise known as, Eazy-E

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

Section 1. That the City Council of the City of Compton does hereby approve the renaming of the One Hundred Block of Auto Drive South to Eazy Street in honor of the renowned entertainer Eric Lynn Wright, otherwise known as Eazy-E.

Section 2. That the City Manager is directed to initiate procedures to rename the One Hundred Block of Auto Drive South Street to Eazy Street in adherence to City of Compton's Policy Governing the Naming of City-Owned Facilities and Land through Resolution Number 23958 (attached).

Section 3. That a certified copy of this Resolution shall be forwarded to the City Attorney, City Clerk, City Manager's Office, and the City Controller's Office.

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

ADOPTED this _____ day of _____, 2023

_____

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, Vernell McDaniel, 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 _____, 2023.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. 23,958

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING A POLICY GOVERNING THE NAMING OF CITY OWNED FACILITIES AND LAND.

WHEREAS, it is important that the City of Compton create a City-wide policy for the naming of City-owned facilities and land; and

WHEREAS, it shall be the policy of the City of Compton to name facilities and land in a manner that will provide an easy and recognizable reference to the City's residents and visitors; and

WHEREAS, the City of Compton Policy Governing the Naming of City Owned Facilities and Land, "Attachment A" of this Resolution, outlines all the necessary elements and steps of the policy and determines that the City Council shall authorize naming of City-owned facilities and land within its jurisdiction by a majority vote; and

WHEREAS, the purpose of the attached policy is to establish a formal and uniform policy regarding the naming of City owned facilities and land.

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

Section 1. That the City Council does hereby adopt a policy governing the naming of City-owned facilities and land, which is attached hereto and incorporated herein as "Attachment A."

Section 2. That a certified copy of this Resolution shall be filed in the offices of the City Clerk and every City department and agency.

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

ADOPTED this 10th day of June, 2014.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the regular meeting thereof held on the 10th day of June, 2014.

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

AYES:	COUNCIL MEMBERS -	Zurita, Galvan, Arceneaux, Jones, Brown
NOES:	COUNCIL MEMBERS -	None
ABSTAIN:	COUNCIL MEMBERS -	None
ABSENT:	COUNCIL MEMBERS –	None

CITY CLERK OF THE CITY OF COMPTON

ATTACHMENT "A"

CITY OF COMPTON'S POLICY GOVERNING THE NAMING OF CITY OWNED FACILITIES AND LAND

Section 1. Purpose of Policy.

The policy of the City of Compton is to name facilities in a manner that will provide an easy and recognizable reference to the City's residents and visitors. This policy is intended for the purpose of establishing a formal and uniform process governing the naming of City-owned facilities and land.

Section 2. Definitions.

Unless otherwise provided herein, facilities and land referred to and included in this policy are as follows:

A. "Buildings": City-owned buildings or structures ("facilities") used for City administration or other City-related business or services provided to City residents. Such facilities include, but shall not be limited to City Hall, community centers and any new or future buildings.

B. "Support Facilities": City-owned facilities that support field operations. Support facilities include, but shall not be limited to the City corporate yard, pump stations, roads, bridges and any new of future facilities.

C. "Land": City-owned land that supports services or functions of the City. Land includes, but shall not be limited to open-spaces, creeks and channels, trails, parks and any new or future lands.

Section 3. Guidelines.

In determining the names given to City-owned facilities and land, the City Council shall give particular consideration to the following policy guidelines:

A. Names will provide an easy and recognizable reference for City residents, corporate citizens and other visitors.

B. Names shall represent broad community principles, which enhance the value and heritage of the City of Compton and will be compatible with community interest.

C. Names shall have timeless qualities and shall make a statement of significance to future generations.

D. Names shall recognize geographic, topographic or historical attributes of the City of Compton.

E. Names shall incorporate the words "City of Compton" where deemed important for civic or other reasons for a facility or land to be identified with the City.

F. Facilities and land may be named in honor of persons who have served the nation, the State of California and/or the City of Compton in an exceptional and distinguished manner and where such action is warranted by a contribution of service which is deemed to be of major significance.

G. Facilities and land will not be named after living persons unless it is deemed appropriate to take such action on the basis of a significant contribution, monetary or otherwise, which warrants a deviation from these policy guidelines.

H. The naming of facilities and land in honor of deceased persons shall not take place until two years after their deaths. This particular policy guideline is not intended in any way to reflect on the merits of any deceased individual who may have been a prominent civic leader. However, it is felt appropriate to establish such a waiting period to ensure that an individual's accomplishments or contributions will stand the test of time and that decisions shall not be made on an emotional basis immediately following a person's death.

I. Facilities and land may be named after individuals, families, businesses or agencies who have donated the land, building, facility or funds for a significant capital project, particularly if such naming is set forth as a condition of the donation.

J. All names shall be specific so they are not confused with similarly named individuals. Generally, a name shall not be considered if it is already popularly in use and assigned to facilities or land within the City or elsewhere.

K. Naming, renaming, and removing of names shall be the responsibility of the City Council. However, places within City-owned facilities such as a room or area, which does not require formal dedication by the City Council, may be named by the City Manager or his/her designee.

Section 4. Procedure and City Council Action.

Names will be considered whether submitted by Council Offices, City Boards, Commissions or Committees, staff, civic organizations and/or the general public. The selection process may include, where deemed appropriate, a contest or competition, if it is felt that such an alternative would promote greater community-wide interest and participation.

All proposed names will be forwarded to the appropriate project manager or to the City Manager's Office. The City Manager shall submit proposed names to the City Council for consideration and decision as to whether the proposed naming of a facility or land is desirable and appropriate. The City is under no obligation to name a City-owned facility or land even when names are submitted.

The Council may, at its discretion, request creation of a Council Ad-Hoc Facilities/Land Naming Committee. The Ad Hoc Committee, if created, may bring forth screened, evaluated and prioritized selections to the full City Council for consideration.

The City Council shall authorize the naming of City facilities and/or land within its jurisdiction by a majority vote.

Section 5. Selection of Name.

Subsequent to majority approval by the City Council, the new name for the City-owned facility or land shall be conveyed to the Department of Public Works for incorporation in official City maps and plans and to the Department of General Services for appropriate signing of the facility or land.

Section 6. Removal.

Existing place names are deemed to have historic recognition. It is City policy not to change the name of any existing facility or land, particularly one whose name has City or regional significance, unless there are compelling reasons to do so. Furthermore, the City will consider renaming to commemorate a person or persons only when the person or persons have made major, overriding contributions to the City and whose distinctions are as yet unrecognized.

Section 7. Monetary Contributions/Donations.

Where a facility or land is to be named in consideration of a financial contribution, the money or other property shall be transferred to the City, or its future transfer shall be legally assured, before a naming action shall be taken. All monetary contributions or donations will be earmarked for applicable facility or land purchase, improvements, repairs and/or maintenance at the direction of the City Manager.

Section 8. Government Partnerships.

If the City is working in partnership with another government agency on a particular facility or land, the Council, at its discretion, may partner in the naming of said facility or land.

Unless supported by compelling reasons, the final facility or land name shall comply with all guidelines established in this policy.

September 5, 2023

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE PURPOSE OF PAYING THE FEES TO PARTICIPATE IN THE I-710 CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT (EIR/EIS), THE 91/605/405 MAJOR CORRIDOR STUDY AND THE ATLANTIC AVENUE/BOULEVARD CORRIDOR STUDY FOR FISCAL YEAR 2023-2024 IN AN AMOUNT NOT TO EXCEED FIFTY ONE THOUSAND FIVE HUNDRED FIFTY ONE DOLLARS AND SEVENTY NINE CENTS ($51,551.79).**

SUMMARY

This resolution authorizes the City Manager to issue a purchase order to Gateway Cities Council of Governments (GCCOG) for the purpose of paying fees for participation in the I-710 Corridor Environmental Impact Report/Environmental Impact Statement (EIR/EIS), the 91/605/405 Major Corridor Study and Atlantic Avenue/Boulevard Corridor Study for Fiscal Year 2023-2024.

BACKGROUND

I-710 Corridor Environmental Impact Report/Environmental Impact Statement

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

In April 2008, GCCOG entered into a Memorandum of Understanding (MOU) with Caltrans, LACMTA and SCAG to establish a multi-jurisdictional structure to fund and govern the implementation of the Environmental Impact Report/Environmental Impact Statement (EIR/EIS) to study the locally preferred strategy developed by the Major Corridor Study and alternative improvements to the I-710. The MOU establishes an I-710 EIR/EIS Project Committee and an I-710 Executive Committee, each of which provides for and depends upon the participation of local elected and appointed officers.

91/605/405 Major Corridor Study

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

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

Atlantic Avenue/Boulevard Corridor Study

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

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

STATEMENT OF THE ISSUE

In order for the City Manager to issue a purchase order to Gateway Cities Council of Governments (GCCOG) for the purpose of paying fees for participation in the I-710 Corridor Environmental Impact Report/Environmental Impact Statement (EIR/EIS), the 91/605/405 Major Corridor Study and Atlantic Avenue/Boulevard Corridor Study for Fiscal Year 2023-2024, City Council's authorization is necessary

FISCAL IMPACT

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

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

Funds to pay for participation fees for the above invoices in an amount not to exceed Fifty One Thousand Five Hundred Fifty-One Dollars and Seventy-Nine Cents **($51,551.79)** are available in Public Works Department's 2023-2024 Fiscal Year budget in Account No. 1900-710-000-4262.

ALTERNATIVES

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

RECOMMENDATION

It is recommended that the City Council approve the attached resolution authorizing the City Manager to issue a purchase order to Gateway Cities Council of Governments in the amount of $51,551.79.

JOHN D. STRICKLAND, JR.
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

APPROVED AS TO FORWARDING:

THOMAS THOMAS
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE PURPOSE OF PAYING THE FEES TO PARTICIPATE IN DISCUSSIONS FOR THE I-710 CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT (EIR/EIS), THE 91/605/405 MAJOR CORRIDOR STUDY, AND THE ATLANTIC AVENUE/BOULEVARD CORRIDORS STUDY FOR FISCAL YEAR 2023-2024 IN AN AMOUNT NOT TO EXCEED FIFTY ONE THOUSAND FIVE HUNDRED FIFTY ONE DOLLARS AND SEVENTY NINE CENTS ($51,551.79).

WHEREAS, this resolution authorizes the City Manager to issue a purchase order to Gateway Cities Council of Governments (GCCOG) for the purpose of paying fees for participation in the I-710 Corridor Environmental Impact Report/Environmental Impact Statement (EIR/EIS), the 91/605/405 Major Corridor Study and Atlantic Avenue/Boulevard Corridor Study for Fiscal Year 2023-2024; and

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the amount of fees are listed below and will be received annually until the projects are completed.

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

and

WHEREAS, funds to pay for participation fees are in an amount not to exceed Fifty One Thousand Five Hundred Fifty One Dollars and Seventy Nine Cents **($51,551.79)** are available in Public Works Department's 2023-2024 Fiscal Year budget in Account No. 1900-710-000-4262; and

WHEREAS, in order for the City Manager to issue a purchase order to Gateway Cities Council of Governments (GCCOG) for the purpose of paying fees for participation in the I-710 Corridor Environmental Impact Report/Environmental Impact Statement (EIR/EIS), the 91/605/405 Major Corridor Study and Atlantic Avenue/Boulevard Corridor Study for Fiscal Year 2023-2024, City Council's authorization is necessary

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

SECTION 1. That the City Manager is authorized to issue a purchase order to GCCOG in the amount of Fifty One Thousand Five Hundred Fifty One Dollars and Seventy Nine Cents ($51,551.79) from Account Number 1900-710-000-4262.

SECTION 2. That the funds to pay for membership and participation fees are available in Public Works Department's 2023-2024 Fiscal Year budget in Account Number 1900-710-000-4262.

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

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

ADOPTED this _____ day of _____, 2023.

_____
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, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____ 2023.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

September 5, 2023

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

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FISCAL YEAR 2023-2024 BUDGET APPROPRIATING FUNDS FROM FUND BALANCE AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER TO NEW WEST LANDSCAPING FOR PROPERTY MAINTENANCE AND LANDSCAPING SERVICES ON HOUSING SUCCESSOR AGENCY-OWNED PARCELS IN THE CITY OF COMPTON $14,400.**

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a Property Maintenance Service Agreement with New West Landscaping ("New West") for the remainder of Fiscal Year 2023-2024; with authority to exercise a two-year renewal option; to provide routine monitoring, maintenance and landscaping services for all properties owned by the Successor Agency to the Community Redevelopment Agency of the City of Compton ("Successor Agency"), and establish a purchase order in the amount of Fourteen Thousand Four Hundred Dollars ($14,400.00) for services rendered.

BACKGROUND

As part of the winding down of the former Community Redevelopment Agency's ("CRA") activities, the Housing Successor is required to provide property maintenance and landscaping services activities on Housing Agency-owned parcels slated for disposition and development pursuant to AB 26 and 1484 (collectively known as the "Dissolution Act"). The intent is to prepare the subject sites for future development while ensuring public safety, discourage vandalism and illegal dumping on the Housing Successor-owned parcels.

STATEMENT OF THE ISSUE

The Housing Successor has four (4) parcels held for resale in its inventory. These parcels continuously require property maintenance, landscaping services, illegal dumping removal, graffiti removal, weed abatement, board-up services, tree trimming and regular inspections to alleviate visual blight. In order to accomplish such objectives, the Housing Successor needs to employ the services of a contractor to perform maintenance of the Housing Successor-owned parcels.

On June 28, 2023, staff issued a Request for Proposal ("RFP") for Maintenance and Landscaping Services for each of the properties owned by the Successor Agency and the Housing Successor Agency, which was published in the Compton Bulletin. Staff also sent e-mails of the RFP to various vendors, six (6) proposals were received as follows:

Contractor	**Successor Agency**	**Housing Successor Agency**	**Total Annual Cost**
New West Landscaping	$47,400.00	$14,400.00	$61,800.00
JAS Landscape	Not Broken Down by Agency	Not Broken Down by Agency	$40,960/monthly
Mariposa Landscapes Inc.	$91,867.08	$52,589.16	$144,456.24
Swayzer Landscapes	$88,060	$40,200	$128,260.00
Green Garden Inc.	Not Broken Down by Agency	Not Broken Down by agency	$17,928.50/monthly
Four Seasons landscaping	Not Broken Down by Agency	Not Broken Down by Agency	$222,900.00

The Staff Evaluation Committee reviewed the proposals based on the following criteria:

I.
(a) Company's contact information.
(b) Years of experience in and description of similar work in lawn care, park (recreational space) improvement, and lot clearing.
(c) Staff qualifications, training, and expertise.
(d) Amount and types of equipment that the contractor currently has on hand for completion of similar work. (photographs encouraged)
(e) Provide a fee schedule for project, including the hourly-rate and total number of anticipated staff hours. Please separate the properties by Successor Agency and Housing Successor Agency properties as set forth in the previous charts.
(f) List contact names and telephone numbers of three (3) professional references that can verify your experience.

(g) Provide proof of insurance coverage and licensure:

1. Valid Contractor's License issued by the California State License Board (CCSB)-please provide copy- detailed verification printout (can be accessed at the State of California Department of Consumer Affairs Contractors State License Board)
2. Valid City of Compton Business License
3. Worker's Compensation Insurance

II. Provide other relevant documentation for consideration of the contract.

The committee found that the proposal from New West Landscaping was the lowest cost and most responsive bidder based on the criteria above and is recommending that New West be awarded a contract to provide regularly scheduled landscape and maintenance services for Housing Successor-owned properties.

FISCAL IMPACT

Funds for this expenditure are available in the Housing Successor Agency Fund Balance for Fiscal Year 2023 – 2024 Budget and will need to be amended as follows:

Increase Expenditure	**Account Description**	**Amount**
1205-920-000-4269	Housing Successor Agency Other Contract Services	$14,400

Should the option to renew each fiscal year after up to two fiscal years be exercised, the cost for services rendered during each fiscal year (i.e. FY 2024-2025 and FY 2025-2026) will be $14,400.00, which will be appropriated in future City budgets.

RECOMMENDATION

Staff respectfully recommends that the City Council adopt the attached Resolution.

JERRY GROOMES
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE FISCAL YEAR 2023-2024 BUDGET APPROPRIATING FUNDS FROM FUND BALANCE AND AUTHORIZE THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER TO NEW WEST LANDSCAPING FOR PROPERTY MAINTENANCE AND LANDSCAPING SERVICES ON HOUSING SUCCESSOR AGENCY- OWNED PARCELS IN THE CITY OF COMPTON $14,400

WHEREAS, as part of the winding down of the former Community Redevelopment Agency's ("CRA") activities, the Housing Successor Agency ("Housing Successor") is required to provide property maintenance and landscaping services activities on Housing Successor-owned parcels slated for disposition and development pursuant to AB 26 and 1484 (collectively known as the "Dissolution Act"); and

WHEREAS, the Housing Successor has four (4) parcels held for resale in its inventory which continuously require property maintenance, landscaping services, illegal dumping removal, graffiti removal, weed abatement, board-up services, tree trimming and regular inspections to alleviate visual blight; and

WHEREAS, in order to accomplish such objectives, the Housing Successor needs to employ the services of a contractor to perform maintenance of the Housing Successor-owned parcels; and

WHEREAS, on June 28, 2023, staff issued a Request for Proposal ("RFP") for Maintenance and Landscaping Services for each of the parcels owned by the Successor Agency and the Housing Successor Agency, which was published in the Compton Bulletin. Staff also sent e-mails of the RFP to various vendors, six (6) proposals were received as follows:

Contractor	**Successor Agency**	**Housing Successor Agency**	**Total Annual Cost**
New West Landscaping	$47,400.00	$14,400.00	$61,800.00
JAS Landscape	Not Broken Down by Agency	Not Broken Down by Agency	$40,960/monthly
Mariposa Landscapes Inc.	$91,867.08	$52,589.16	$144,456.24
Swayzer Landscapes	$88,060	$40,200	$128,260.00
Green Garden Inc.	Not Broken Down by Agency	Not Broken Down by agency	$17,928.50/monthly
Four Seasons landscaping	Not Broken Down by Agency	Not Broken Down by Agency	$222,900.00

WHEREAS, the Staff Evaluation Committee staff found that the proposal from New West Landscaping was the lowest cost and most responsive bidder based on the criteria identified within the RFP and is recommending that New West be awarded a contract to provide regularly scheduled landscape and maintenance services for Housing Successor-owned parcels; and

WHEREAS, funding for this expenditure are available in the Housing Successor Agency Fund Balance for Fiscal Year 2023 – 2024 Budget and will need to be amended as follows:

Increase Expenditure	**Account Description**	**Amount**
1205-920-000-4269	Other Contract Services	$14,400

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING AS THE HOUSING SUCCESSOR AGENCY OF THE CITY OF COMPTON HEREBY RESOLVES AS FOLLOWS:

Section 1. That the City Manager, upon the advice and approval of the City Attorney, is hereby authorized to enter into a Property Maintenance Service Agreement with New West Landscaping ("New West") for the amount of $14,400 for the remainder of Fiscal Year 2023-2024; with an option to renew each fiscal year after up to two fiscal years (i.e. FY 2024 – 2025 and FY 2025 – 2026) to provide routine monitoring, maintenance, and landscaping services for all Housing Successor Agency ("Housing Successor") owned properties.

Section 2. That the City Manager is hereby authorized to issue a purchase order to New West Landscaping in "an amount not to exceed" Fourteen Thousand Four Hundred dollars ($14,400). Funds for this expenditure are available in the Housing Successor Agency's Fund Balance for the Fiscal Year 2023-2024 budget in Account No. 1205-920-000-4269.

Section 3. Funds for this expenditure are available in the Housing Successor Agency's Fund Balance for the Fiscal Year 2023-2024 budget in Account No. 1205-920-000-4269.

Increase Expenditure	**Account Description**	**Amount**
1205-920-000-4269	Housing Successor Agency Other Contract Services	$14,400

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, Housing Successor Agency 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 _____, 2023.

_____
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, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the Council signed by the Mayor, and attested by the City Clerk to the Council at the regular meeting thereof held on the _____ day of _____, 2023.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

CITY OF COMPTON

And The

SUCCESSOR AGENCY

REQUEST FOR PROPOSAL

FOR

PROPERTY MAINTENANCE AND LANDSCAPING SERVICES

Issued by:
City of Compton
Successor Agency
205 South Willowbrook Avenue
Compton, CA 90220
Phone Number (310) 605-5585
Website: www.comptoncity.org

Date of Issue:
June 28, 2023

Submission:
City Clerk's Office
Re: RFP Landscape & Maintenance
205 South Willowbrook Avenue, 1st Floor
Compton, CA 90220

Proposal Due Date & Time
Thursday, July 13, 2023 by 5:00 p.m.

Proposals will not be accepted after
Thursday, July 13, 2023 by 5:00 p.m.
For questions regarding the submission of this proposal, please contact:
cfields@comptoncity.org

INTRODUCTION

The City of Compton Successor Agency (Agency) is soliciting proposals from qualified companies to perform Landscaping and Maintenance services on Successor Agency and Housing Successor Agency properties within the City. The Agency is requesting proposals to service the properties listed below:

Address	Size	Current Status
Successor Agency Properties		
250 North Central	107,208 sq. ft.	Vacant Land and Building
1113 – 1125 West Rosecrans Avenue	18,352 sq. ft.	Vacant Land
413 – 415 West Compton Boulevard	24,463 sq. ft.	Vacant Land
1425 East Compton Boulevard	13,392 sq. ft.	Vacant Land
110 – 114 North Bowen Avenue	11,505 sq. ft.	Vacant Land
409, 413 – 415 North Alameda Street	33,570 sq. ft.	Vacant Land
2901 West Alondra Boulevard	40,075 sq. ft.	Vacant Land
2815 – 2875 West Alondra Boulevard	779,724 sq. ft.	Vacant Land
412 West Alondra Boulevard	18,509 sq. ft.	Vacant Land
1434 West Compton Boulevard	62,262 sq. ft.	Vacant Land
1117 S. Long Beach Blvd.	56,509 sq. ft.	Vacant Land
501 – 545 East Compton Boulevard	42,801 sq. ft.	Vacant Land
107 North Santa Fe Avenue 601 East Compton Boulevard 607 East Compton Boulevard 625 East Compton Boulevard 112 North Willow Avenue	43,090 sq. ft.	Vacant Land
217 East Indigo Street	7,750 sq. ft.	Vacant Land
2000-2024 West Compton Boulevard	88,114 sq. ft.	Vacant Land
206 E. Elm Street	4,967 sq. ft.	Vacant Land
Housing Successor Agency Properties		
16208 South Atlantic Avenue	40,511 sq. ft.	Vacant Land
Small area adjacent to 16208 S. Atlantic Avenue	0.17 sq. ft.	Vacant Land
16216 South Atlantic Avenue	7,836 sq. ft.	Vacant Land
1716 E. Rosecrans Avenue	13, 257 sq. ft.	Vacant Land
1950 North Central Avenue	51,987 sq. ft.	Vacant Land
1434 W. Compton Blvd.	62,262 sq. ft.	Vacant Land

SCOPE OF SERVICES

This section describes the specifics regarding the actual work to be performed during the duration of the contract. These parcels require continuous and regular property landscape and maintenance services for the abatement of items such as: illegal dumping, trash and debris removal, graffiti removal, weed abatement, board-up services, and tree trimming.

Maintenance and Landscape Services:

- Grass to be mowed routinely. Staff reserves the right to notify the contractor of when to change the mowing height to accommodate the various growing patterns and weather conditions throughout the year. Damage to turf areas as evidenced by the use of dull blades could be considered grounds for cancellation of any contract agreement.
- Edging to be completed at each service will include all around curbs, sidewalks, streets, and flower beds.
- Clippings to be blown off drives and walkways and removed off the site.
- Contractor must only use state of California approved herbicides
- Trimming around all obstacles as needed.
- Litter to be removed from all areas prior to each mowing.
- Direction of mowing pattern to be altered on a regular basis to avoid worn spots.
- Perform weed abatement.
- Emptying of all trash containers.
- Inspect irrigation system and report any repairs required to City staff.
- Provide photo-documentation of all on a bi-weekly-basis, or as specified by city staff, proof of work performed and verifying any abnormal conditions as necessary.
- Submit a bi-weekly report describing work performed for all locations with Invoice.
- Perform work in a professional manner in accordance with City regulations and standards.
- Monitor property for illegal dumping and homeless encampments and clean-up dumping or encampments and notify staff of each occurrence.

SCHEDULE OF MAINTENANCE AND LANDSCAPING

City staff will determine the frequency of maintenance of service. In the event that frequency augmentations are required, standard per unit rates fees shall apply. Also, the total number of vacant lots serviced is subject to increase or decrease. (As a result, proposal should base costs/fees on a per unit basis or itemized list). The general schedule of maintenance of service will include:

General Schedule of Maintenance and Landscaping

Address	Size	Maintenance Required
SUCCESSOR AGENCY PROPERTY		
1113 – 1125 West Rosecrans Avenue	18,352 sq. ft.	Bi-Weekly
413 – 415 West Compton Boulevard	24,463 sq. ft.	Bi-Weekly
1425 East Compton Boulevard	13,392 sq. ft.	Bi-Weekly
110 – 114 North Bowen Avenue	11,505 sq. ft.	Bi-Weekly
413 – 415 North Alameda Street	11,030 sq. ft.	Bi-Weekly
2901 West Alondra Boulevard	40,075 sq. ft.	Bi-Weekly
2815 – 2875 West Alondra Boulevard	779,724 sq. ft.	Quarterly
1434 West Compton Boulevard	62,262 sq. ft.	Bi-Weekly
501 – 545 East Compton Boulevard	42,801 sq. ft.	Bi-Weekly
107 North Santa Fe Avenue 601 East Compton Boulevard 607 East Compton Boulevard 625 East Compton Boulevard 112 North Willow Avenue	43,090 sq. ft.	Bi-Weekly
217 East Indigo Street	7,750 sq. ft.	Bi-Weekly
1117 South Long Beach Boulevard	56,509 sq. ft.	Bi-Weekly
2000-2024 West Compton Boulevard	88,114 sq. ft.	Bi-Weekly
206 E. Elm Street	4,967 sq. ft.	Bi-Weekly
HOUSING SUCCESSOR AGENCY PROPERTY		
16208 South Atlantic Avenue Small area adjacent to 16208 S. Atlantic Avenue 16216 South Atlantic Avenue	40,511 sq. ft 0.17 sq. ft. 7,836 sq. ft.	Bi-Weekly
1716 E. Rosecrans Avenue	13, 257 sq. ft.	Bi-Weekly
1434 W. Compton Blvd.	62,262 sq. ft.	Bi-Weekly
930 W Compton Blvd.	107,020 sq. ft.	Bi-Weekly

RIGHT OF REVERSION

The City of Compton or the Successor Agency/Housing Successor Agency reserves the right to cancel or to postpone any scheduled service without cause by giving the contractor at least seven (7) business days' notice. The contractor will not be allowed to charge the City of Compton Successor Agency/ Housing Successor Agency for any cancellations.

RFP PACKAGE REQUIREMENTS AND ELEMENTS

When preparing your RFP proposal, please address all components listed below.

Please submit four (4) copies of your RFP by the due date. A failure to comply with these or any other requirement listed in this notice will invalidate your proposal. Proposals should include the following information:

I. Narrative describing the contractor's qualifications which include:
   a. Company's contact information.
   b. Years of experience in and description of similar work in lawn care, park (recreational space) improvement, and lot clearing.
   c. Staff qualifications, training, and expertise.
   d. Amount and types of equipment that the contractor currently has on hand for completion of similar work. (photographs encouraged)
   e. Provide a fee schedule for project, including the hourly-rate and total number of anticipated staff hours. Please separate the properties by Successor Agency and Housing Successor Agency properties as set forth in the previous charts.
   f. List contact names and telephone numbers of three (3) professional references that can verify your experience.
   g. Provide proof of insurance coverage and licensure:
      1. Valid Contractor's License issued by the California State License Board (CCSB)- please provide copy- detailed verification printout (can be accessed at the State of California Department of Consumer Affairs Contractors State License Board)
      2. Valid California Driver's License
      3. Valid Automobile Insurance
      4. Valid City of Compton Business License
      5. Worker's Compensation Insurance
      6. Errors and Omissions Insurance

II. Provide other relevant documentation for consideration of the contract.

III. Contract period is for FY 2023-24 with an option to renew each fiscal year after up to two fiscal years.

RFP SUBMISSION

Proposals must be received by
Thursday, July 13, 2023 by 5:00 p.m.

Your submission **must** be in a sealed envelope **and** addressed as follows:

City Clerk's Office
Re: RFP Landscape & Maintenance
205 South Willowbrook Avenue, 1st Floor
Compton, CA 90220

Attachment A

HOUSING SUCCESSOR AGENCY PROPERTY
MAINTENANCE AND LANDSCAPE SERVICES FY 23-24

	Housing Successor Properties		
1	16208 South Atlantic Avenue Small area adjacent to16208 S. Atlantic Ave. 16216 S. Atlantic Ave.	400.17 sq. ft 0.17 sq. ft. 7,836 sq. ft.	Vacant Land Vacant Land Vacant Land
2	1716 E. Rosecrans Avenue	13, 257 sq. ft.	Vacant Land
3	1434 W. Compton Blvd.	62,262 sq. ft.	Vacant Land
4	930 W. Compton Blvd.	107,020 sq. ft.	Vacant Land in Escrow

New West Landscaping

d.) **Fee Schedule:**

SUCCESSOR AGENCY PROPERTIES
MAINTENANCE AND LANDSCAPNG SERVICES FY 23/24 FEE

	Address	Size	Frequency	Fee
	Successor Agency Properties			
1	1113 — 1125 West Rosecrans Avenue	18,352 sq. ft.	Bi-Weekly	25.00
2	413 — 415 West Compton Boulevard	24,463 sq. ft	Bi-Weekly	100.00
3	110 — 114 North Bowen Avenue	11,505 sq. ft	Bi-Weekly	50.00
4	409, 413 — 415 North Alameda Street	33,570 sq. ft	Bi-Weekly	150.00
5	2901 West Alondra Boulevard	40,075 sq. ft	Bi-Weekly	100.00
6	2815 - 2875 West Alondra Boulevard	779,724 sq. ft.	Quarterly @ 4,500.00	18,000.00
7	1117 S. Long Beach Blvd.	56,509 sq. ft	Bi-Weekly	200.00
8	501 — 545 East Compton Boulevard	42,801 sq. ft	Bi-Weekly	100.00
9	107 North Santa Fe Avenue 601 East Compton Boulevard 607 East Compton Boulevard 625 East Compton Boulevard 112 North Willow Avenue	43,090 sq. ft	Bi-Weekly	100.00
10	217 East Indigo Street	7,750 sq. ft.	Bi-Weekly	75.00
11	2000-2024 West Compton Boulevard	88,114 sq. ft	Bi-Weekly	100.00
12	206 E. Elm Street	4,967 sq. ft	Bi-Weekly	50.00
13	Lot 14 (Additional Successor Property)		Bi-Weekly	100.00
14	1425 East Compton Blvd.	13,392 sq. ft	Bi-Weekly	75.00

Successor Agency Properties = 47,400.00
Rate= 36.00 Per Hour x 1,316 Staff Hours

Change order will apply if there is excessive illegal dumping of construction material ,green waste, installation of plants, re-landscaping or sprinkler repairs or upgrades.

New West Landscaping

d.) **Fee Schedule:**

SUCCESSOR AGENCY HOUSNG PROPERTIES
MANTENANCE AND LANDSCAPNG SERVICES FY 22/23 FEE SCI-EDULE.

	Housing Successor Properties			
1	16208 South Atlantic Avenue Small area adjacent tol 6208 S. Atlantic Ave- 16216 S. Ave.	400.17 sq. 0.17 sq. ft. 7,836 sq.	Bi-Weekly	250.00
2	1716 E. Rosecrans Avenue	13, 257 sq. ft.	Bi-Weekly	75.00
3	1434 W. Compton Blvd.	62262 sq. ft.	Bi-Weekly	75,00
4	930 W. Compton Blvd.	107,020 sq. ft.	Bi-Weekly	200.00

Successor Housing Properties = 14,400.00
Rate =36.00 Per Hour x 400 Staff Hours

Change order will apply if there is excessive illegal dumping of construction material, green waste, installation of plants ,re-landscaping or sprinkler repairs or upgrades.

CITY OF COMPTON AND THE SUCCESOR AGENCY

REQUEST FOR PROPOSAL FOR PROPERTYMAINTENANCE AND LANDSCAPING SERVICES

JAS LANDSCAPE LLC 2225 River Ridge Road Oxnard, CA 93036 (805) 432-1438

jas.llc.landscape@gamil.com

JAS Landscape, LLC., has over 30 years of experience in landscaping services in residential, commercial, homeowners' associations, and public works. We pride ourselves in providing exceptional service and never overlooking the smallest detail. As a family-owned business, we take great pride in providing our services within our community, servicing throughout Ventura and Santa Barbara counties and in the greater Los Angeles County.

P.O.C. – Jesus Lopez CEO (805) 207-1594

25 years of experience in landscaping and hardscape construction

Alejandro Lopez Manager (805) 432-1438

15 years of experience in landscaping and hardscape construction. 7 years of managing landscape projects and overseeing day to day.

Equipment on hand – Toro 36" stand on mower, Wright 36" stand on mower, Echo blower backpacks (if required, battery operated as well, Echo Hedge Trimmers, Echo Brushbutters, Echo String Trimmers, Rakes, Buckets, Plastic Poly Sheets, Ladders, Backpack Sprayers.

Fee Schedule

Hourly Rate Landscape Laborer 29.00/hour

Hourly Rate Supervisor/Foreman 35.00/hour $64 per hour

Anticipated Staff Hours Per Week – 6-8 person crew, 640 proposed hours per month. $40,960

Mariposa Landscapes Inc.

Fee Schedule and Hourly Rate

SUCCESSOR AGENCY PROPERTY	Monthly	Yearly
1113 – 1125 West Rosecrans Avenue	$ 368.33	$ 4,419.96
413 – 415 West Compton Boulevard	$ 112.95	$ 1,355.40
1425 East Compton Boulevard	$ 268.78	$ 3,225.36
110 – 114 North Bowen Avenue	$ 230.91	$ 2,770.92
413 – 415 North Alameda Street	$ 203.72	$ 2,444.64
2901 West Alondra Boulevard	$ 740.15	$ 8,881.80
2815 – 2875 West Alondra Boulevard	$ 208.56	$ 2,502.72
1434 West Compton Boulevard	$ 1,249.60	$ 14,995.20
501 – 545 East Compton Boulevard	$ 395.25	$ 4,743.00
107 North Santa Fe Avenue		
601 East Compton Boulevard		
607 East Compton Boulevard	$ 830.33	$ 9,963.96
625 East Compton Boulevard		
112 North Willow Avenue		
217 East Indigo Street	$ 143.14	$ 1,717.68
1117 South Long Beach Boulevard	$ 1,043.68	$ 12,524.16
2000-2024 West Compton Boulevard	$ 1,768.45	$ 21,221.40
206 E. Elm Street	$ 91.74	$ 1,100.88
SA	7,655.54	91,867.03
HOUSING SUCCESSOR AGENCY PROPERTY		
16208 South Atlantic Avenue	$ 748.21	$ 8,978.52
Small area adjacent to 16208 S. Atlantic Avenue	$ 18.47	$ 221.64
16216 South Atlantic Avenue	$ 144.72	$ 1,736.64
1716 E. Rosecrans Avenue	$ 244.85	$ 2,938.20
1434 W. Compton Blvd.	$ 1,249.60	$ 14,995.20
930 W Compton Blvd.	$ 1,976.58	$ 23,718.96
TOTAL	$ 12,038.02	$144,456.24
HSA	4,382.43	52,589.16

Extra Labor – Per Hour

$75 Irrigation Technician

$63 Forman

$45 Laborer

$70 Spray Technician

$85 Tree Trimming

Swayzer Landscapes

SCHEDULE OF MAINTENANCE AND LANDSCAPING

City staff will determine the frequency of maintenance of service. In the event that frequency augmentations are required, standard per unit rates fees shall apply. Also, the total number of vacant lots serviced is subject to increase or decrease. (As a result, proposal should base costs/fees on a per unit basis or itemized list). The general schedule of maintenance of service will include:

General Schedule of Maintenance and Landscaping

Address	Size	Maintenance Required	Total Bi-Weekly Cost	Yearly
SUCCESSOR AGENCY PROPERTY				
1113 – 1125 West Rosecrans Avenue	18,352 sq. ft.	Bi-Weekly	$150.00	3,600
413 – 415 West Compton Boulevard	24,463 sq. ft.	Bi-Weekly	$170.00	4,080
1425 East Compton Boulevard	13,392 sq. ft.	Bi-Weekly	$170.00	4,080
110 – 114 North Bowen Avenue	11,505 sq. ft.	Bi-Weekly	$305.00	7,320
413 – 415 North Alameda Street	11,030 sq. ft.	Bi-Weekly	$150.00	3,600
2901 West Alondra Boulevard	40,075 sq. ft.	Bi-Weekly	$305.00	7,320
* 2815 – 2875 West Alondra Boulevard	779,724 sq. ft.	* Quarterly Cost	$4,375.00	17,500
1434 West Compton Boulevard	62,262 sq. ft.	Bi-Weekly	$305.00	7,320
501 – 545 East Compton Boulevard	42,801 sq. ft.	Bi-Weekly	$150.00	3,600
107 North Santa Fe Avenue 601 East Compton Boulevard 607 East Compton Boulevard 625 East Compton Boulevard 112 North Willow Avenue	43,090 sq. ft.	Bi-Weekly	$305.00	7,320
217 East Indigo Street	7,750 sq. ft.	Bi-Weekly	$305.00	7,320
1117 South Long Beach Boulevard	56,509 sq. ft.	Bi-Weekly	$305.00	7,320
2000-2024 West Compton Boulevard	88,114 sq. ft.	Bi-Weekly	$150.00	3,600
206 E. Elm Street	4,967 sq. ft.	Bi-Weekly	$170.00	4,080
			SA Yearly	$88,060
HOUSING SUCCESSOR AGENCY PROPERTY				
16208 South Atlantic Avenue Small area adjacent to 16208 S. Atlantic Avenue 16216 South Atlantic Avenue	40,511 sq. ft 0.17 sq. ft. 7,836 sq. ft.	Bi-Weekly	$760.00	18,240
1716 E. Rosecrans Avenue	13, 257 sq. ft.	Bi-Weekly	$305.00	7,320
1434 W. Compton Blvd.	62,262 sq. ft.	Bi-Weekly	$305.00	7,320
930 W Compton Blvd.	107,020 sq. ft.	Bi-Weekly	$305.00	7,320
			HSA Yearly	$40,200

Yearly $128,260

Green Garden Inc.

Successor Agency Properties
21 properties total

Total amount per month $14,421.49 X 12 = 173,057.88

Housing Successor Agency Properties
6 properties total

Total amount per month $3,507.01 X 12 = 42,084.12

Total amount of contract per month is $17,928.50

$50.45/hr

Estimated 347 staff hours per month. May adjust if needed.

References (See attached)

Proof of Insurance (See Attached)

Pictures (See attached)

Four Seasons Landscaping

SGD ENTERPRISES dba Four Seasons Landscaping
Proposal for Property Maintenance and Landscape Maintenance Services for the City of Compton
6/20/2023

1. 2815 – 2875 West Alondra Boulevard- $100 per hour, expected 8 hours, $800 per visit

Total Hours per Visit for all properties above- 8 Hours Rate per Hour- $100

Price for 1 Visit of each property- $800 Price for 4 Visits—3,200

EXPECTED ANNUAL COST FOR ALL PROPERTIES: $222,900

PROPERTY MAINTENANCE SERVICES CONTRACT
BETWEEN
NEW WEST LANDSCAPING
AND
THE CITY OF COMPTON
(HOUSING SUCCESSOR AGENCY)

This **CONTRACT** is made by and between the **CITY OF COMPTON. acting as the Housing Successor Agency** (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **NEW WEST LANDSCAPING** (hereinafter referred to as **"CONTRACTOR")** located at 1019 West 133rd Street, Gardena, California 90247, pursuant to Resolution No. _____, adopted by the City Council on _____, 2023.

WITNESSETH:

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

1. Services to be Performed by Contractor:

Contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for providing monthly property maintenance and landscaping services on the Housing Successor owned parcels, identified within the attachment titled **"Housing Successor City Property Inventory",** which is incorporated herein. Services include, but are not limited to abatement of all dumped materials and debris, weed abatement, trash removal, shrub and tree trimming, and removal and disposal of all materials abated.

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**.** Contractor shall bear all costs associated with this work, including, but not limited to all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc., used by Contractor in connection with this work.

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

1.1 Key Personnel.

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

. b City's Representative. City hereby designates the City Manager or his/her designated representative as City's Representative for this Contract.

2. Compensation:

The method of payment for this Contract shall be based on lump sum fee amounts for each of the specified Housing Successor parcels, as identified in **Contractor's Fee Schedule** (incorporated herein) and as agreed to by the City. The agreed amount charged by the Contractor shall include compensation for all work and labor, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of

the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Contractor and the City.

Adjustment in the total compensation payable for each project to be completed will not be effective until authorized by written approval by the City. Adjustment to the compensation that exceeds the total compensation authorized by this Contract may require approval of the legislative body of the City.

Progress payments may be made in arrears for each project completed by the Contractor. If Contractor fails to complete the work according to schedule and as agreed, 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 invoice(s) for all services completed. Invoice(s) shall be submitted no later than 45 calendar days after the performance of work for which the Contractor is billing. Invoice(s) shall be delivered or mailed to the **City Manager** at the following address: **Housing Successor of the City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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

For the work agreed to be performed pursuant to this Contract, it is understood between the parties that the maximum compensation payable to the Contractor for any and all services rendered during Fiscal Year 2023-24 of this Contract is limited to a total not-to-exceed amount of **Fourteen Thousand Four Hundred Dollars ($14,400.00).**

In the event of termination, the Contractor shall be entitled to non-disputed compensation for the reasonable value of services performed to the effective date of 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 material associated with the performance of this Contract.

3. Commencement of Services:

The term of this Contract shall be effective as of execution of this Contract by the Parties, and shall expire on June 30, 2024, or when the above-specified total compensation has been exhausted, whichever occurs first, unless this Contract is terminated as provided herein.

The City Manager, at his/her discretion, is authorized to extend the term of this Contract for a period of two (2) years (i.e. FY 2024-2025 and FY 2025-2026), at the agreed compensation of $14,400.00.

4. Safety:

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

4.2 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 the locations where services are rendered ("Sites");

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

.c The assigned project Sites and all property located at the Sites, whether or not said property or structures are part of the project or involved in the work.

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

4.4 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.

4.5 If the City deems any part of the work or Site unsafe, the 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 adjustment in the Contract price or Contract time.

4.6 Contractor shall immediately notify the City of any illegal dumping of hazardous materials and other emergency public safety issues observed at the Sites were services are performed.

5. Indemnity:

Contractor shall indemnify and save harmless the City of Compton**,** its officials, officers, employees, agents and volunteers 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 do not extend to claims arising out of the sole negligence or willful misconduct of the City.

6. Insurance:

The Contractor shall not commence work under this Contract until it has provided evidence satisfactory to 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.

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor's indemnification of 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.

6.1 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:

. a Commercial General Liability. Contractor shall provide and maintain at its own expense during the term of this Contract a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars ($1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

. b Automobile Liability. A program of insurance with a limit of liability of not less than **Five Hundred Thousand Dollars ($500,000.00)** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

.c Workers' Compensation. Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance, with a limit of not less than $1,000,000 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.

6.2 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.

. a The policy of insurance required by Section 6.1.a (Commercial General Liability) shall be endorsed to provide the following:

(1) Additional Insured: The City of Compton, 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.

(2) 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.

. b The policy of insurance required by Section 6.1.b (Automobile Liability) shall be endorsed to provide the following:

(1) 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.

.c The policy or policies of insurance required by Section 6.1.c (Workers' Compensation) shall be endorsed to provide the following:

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

(2) 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.

6.3 Waiver of Subrogation. Required insurance coverages 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.

6.4 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.

6.5 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 to 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.

6.6 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.

6.7 Insurance for Subcontractors. All subcontractors shall be included as additional insured 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 of Compton as an ***"additional insured"*** to the subcontractor's policies.

7. <u>Nondiscriminatory Employment Practices:</u>

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

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

8. <u>Successor and Assigns</u>:

City and the Contractor each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, Contracts and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it in whole or part without the written consent of the other, nor shall the Contractor assign any monies due or to become due to it hereunder, without the previous written consent of the City. Any attempted assignment of this Contract without the written consent of both parties is void.

9. <u>Independent Contractor Status:</u>

Contractor, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the City. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Contract. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Contract that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers 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.

10. Subcontracting:

Except as may be agreed to by the City, Contractor will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Contractor subcontracts any of the services, Contractor will be fully responsible to City for the acts, errors and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Contract will create any Contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Contract applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

11. Other Contractors:

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

12. Permits and Licenses:

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

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

13. Termination:

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

13.1 If the Contractor becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Contract.

13.2 If the Contractor persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Contract.

13.3 If the Contractor fails to perform or breaches any material obligation under this Contract, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Contract.

If the City gives notice of termination, Contractor shall cease immediately all work in progress unless otherwise directed in writing by the City. Upon termination, Contractor shall furnish to the City a final invoice for work performed.

14. Force Majeure:

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

15. Waivers:

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

16. Amendments:

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

17. Notice:

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

To Contractor:	**New West Landscaping** **1019 West 133rd Street** **Gardena, California 90247** **Attn: Keith Dickerson, Owner** **(310) 617-9667** **(310) 769-6614 – fax.**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager** **(310) 605-5585** **(310) 761-1429 – fax.**

18. Contractor's Books and Records:

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

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

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

19. Examination and Audit:

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

20. Covenants Against Contingent Fees:

Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Contract, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee,

commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Contract. For breach or violation of this warranty, City will have the right to terminate this Contract for nonperformance, or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

21. Extent of Contract:

This Contract and any attachments hereto, constitute the entire understanding and Contract of the parties. This Contract integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous Contracts between the parties with respect to all and any part of the subject matter hereof. Neither party has been induced to make or enter into this Contract by reason of promise, Contract, representation, statement or warranty other than as herein contained. Nothing in this Contract shall create any Contractual relations between any subcontractor and the City.

22. Governing Law, Jurisdiction and Venue:

This Contract shall be governed by and construed under the laws of the State of California. In the event of litigation between the parties, venue shall lie exclusively in a court of competent jurisdiction in the County of Los Angeles, State of California, and the parties waive all provisions of law providing for a change of venue in these proceedings to any other county.

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.

23. 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 on each project, 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 on any assigned projects, 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.

24. Federal and State Withholding Taxes:

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

25. Miscellaneous:

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

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

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

NEW WEST LANDSCAPING
CONTRACTOR

By _____ **Dated:** _____
Keith Dickerson, Owner

THE CITY OF COMPTON

Approved By:

By _____ **Dated:** _____
Jerry Groomes, City Manager

Approved as to form:

By _____ **Dated:** _____
Eric Perrodin City Attorney

ATTEST:

By _____ **Dated:** _____
Vernell McDaniel, City Clerk

September 5, 2023

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

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

RE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR PROFESSIONAL SERVICES AGREEMENT AND ESTABLISH A PURCHASE ORDER FOR KELSEY WILHELM, M.D. FOR SERVICES AS MEDICAL DIRECTOR OF EMERGENCY MEDICAL SERVICES FOR THE CITY OF COMPTON FIRE DEPARTMENT ($120,000.00)**

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a three (3) year (July 1, 2023 through June 30, 2026) professional services agreement with Kelsey Wilhelm, M.D., to provide consultation services as Medical Director of Emergency Medical Services for the City of Compton Fire Department ("Department") and establish a purchase order in the amount not to exceed Forty Thousand Dollars ($40,000.00) for services rendered during the Fiscal Year 2023-2024.

BACKGROUND

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

STATEMENT OF ISSUE

The Department received one (1) proposal in response to the RFP that closed on 6/14/2023, to provide needed professional consultation services as the Department's Medical Director of Emergency Medical Services for the City of Compton Fire Department.

Dr. Kelsey Wilhelm is a qualified medical professional and she has demonstrated competence and professionalism. After evaluation of the proposal submitted, staff determined that the proposal and fee submitted by Dr. Wilhelm was deemed the most responsive medical professional to provide the needed oversight and consultation services to the Department which is required by the Los Angeles County Department of Health.

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

Staff is recommending that the City enter into a three (3) year (i.e. July 1, 2023 through June 30, 2026) professional services agreement with Kelsey Wilhelm, M.D. P.C.. Cost for the agreement is as follows:

First Year (FY 2019 – 2020)	= $40,000.00
Second Year (FY 2020 – 2021)	= $40,000.00
Third Year (FY 2021 – 2022)	= $40,000.00

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

FISCAL IMPACT

The estimated funds in the amount of Forty Thousand Dollars and Zero Cents ($40,000.00) for services to be rendered for Fiscal Year 2023-2024 (i.e. July 1, 2023 through June 30, 2024) are available in Account No. 1001-690-000-4269. Funding for the remaining years of the agreement shall be appropriated in future City budgets.
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RECOMMENDATION

Staff recommends that the Mayor and City Council adopt the attached Resolution.

RONERICK SIMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT

APPROVED FOR FORWARDING:

JERRY GROOMES
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE (3) YEAR PROFESSIONAL SERVICES AGREEMENT AND ESTABLISH A PURCHASE ORDER FOR KELSEY WILHELM, M.D. FOR SERVICES AS MEDICAL DIRECTOR OF EMERGENCY MEDICAL SERVICES FOR THE CITY OF COMPTON FIRE DEPARTMENT ($120,000.00)

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

WHEREAS, the Department does not have the qualified and experienced staff to perform these functions, thus the department must hire a qualified and experienced Medical Director for services; and

WHEREAS, the Fire Department solicited an RFP on June 5, 2023 for providing the needed consultation services as the Department's Medical Director of Emergency Medical Services. Only one proposal was received; and

WHEREAS, Dr. Kelsey Wilhelm has been selected because she was the most responsive medical practitioner for providing the needed professional consultation services as the Department's Medical Director of Emergency Medical Services. After evaluation of the proposal submitted, staff determined that the proposal and fee (i.e. $40,000.00 for Fiscal Year 2023-2024, $40,000.00 for Fiscal Year 2024-2025 and $40,000.00 for Fiscal Year 2025-2026) submitted by Dr. Wilhelm was deemed the most responsive medical professional to provide the needed oversight and consultation services to the Department; and

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

WHEREAS, adequate funds for this expenditure are allocated in Fire Departments 2023-2024 Fiscal Year budget.

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

SECTION 1. That the City Manager, upon approval of the City Attorney, is hereby authorized to enter into a three (3) year (i.e. July 1, 2023 through June 30, 2026) professional services agreement with Kelsey Wilhelm, M.D. for providing consultation services as the Medical Director of the Fire Department's Emergency Medical Services at a cost of $40,000 for Fiscal Year 2023-2024; $40,000 for Fiscal Year 2024-2025; and $40,000 for Fiscal year 2025-2026..

SECTION 2. That a purchase order in the amount of Forty Thousand Dollars and Zero Cents ($40,000.00) is authorized to be established for Kelsey Wilhelm, M.D. for services to be rendered during Fiscal Year 2023-2024 (i.e. July 1, 2023 through June 30, 2024).

SECTION 3. That funds in the amount of $40,000.00 are available in the Fire Department's 2023-2024 Fiscal Year budget using Account No. 1001-690-000-4269.

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

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

ADOPTED this ____ day of _____, 2023.

_____
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, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested to by the City Clerk, at a regular meeting thereof held on the _____ day of _____, 2023.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
KELSEY WILHELM, M.D.

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **Kelsey Wilhelm, M.D.** (hereinafter referred to as **"CONSULTANT" or "MEDICAL DIRECTOR"**), located at

RECITALS:

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

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

WHEREAS, by Resolution No._____ adopted on the _____, the City Council authorized the City Manager to enter into a three (3) year (July 1, 2023 through June 30, 2026) professional services agreement with Kelsey Wilhelm M.D. to provide the necessary services; and

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

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

AGREEMENT:

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

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, Consultant agrees to perform all the said work and furnish all the necessary materials at his own cost and expense (except as otherwise expressly agreed to be furnished by the City), necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by

members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City**.**

Consultant services hereunder shall be performed in good, workmanlike and professional manner. Consultant shall be responsible for correcting and completing all errors and omissions related to the services provided by the Consultant for this Agreement at no additional cost to the City**.** "Errors" and "Omissions" for purposes of this paragraph are defined to mean a failure by the Consultant to meet the standards of his profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons Consultant determines that are necessary, if any, to perform the services required by this Agreement. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give his personal attention to the fulfillment of the provisions of this Agreement by all of his employees and subconsultants, if any, and will keep the services under his control. On demand of City, if any employee or subconsultant of consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the services rendered pursuant to this Agreement.

Kelsey Wilhelm M.D., shall be primarily responsible for performing the services required by this Agreement.

2. **Duration of Contract.** The parties agree that this Agreement shall commence effective July 1, 2023 and be effective through June 30, 2026, unless terminated earlier.

3. **Compensation.** The method of payment for the services rendered will be based on a fee-for-services basis, billable at a rate of **One Hundred Fifty Dollars ($150.00)** per hour. It is understood and agreed between the parties that the maximum compensation payable for the services to be provided by the Consultant shall be limited not-to-exceed the amount of **One Hundred Twenty Thousand Dollars ($120,000.00)** during the period of July 1, 2023 through June 31, 2026.

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

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

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

Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered via email or mailed to the **Fire Chief of the Compton Fire Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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

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

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

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

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

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

Professional uniform and appropriate personal protective equipment (PPE) for field work will be provided and any quality improvement or communication software applications will also be supplied by the City.

6. Successors, Assignment and Delegation. City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

The expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement or the performance of any of Consultant's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of Consultant's rights, duties or obligations arising under this Agreement shall be null and void.

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

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

8. Subcontracting. Consultant's services are unique and personal. Except as may be agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of Fire Chief. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subconsultant and of the persons either directly or indirectly employed by the subconsultant, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this

Agreement will create any contractual relationship between any subconsultant of Consultant and City. Consultant will be responsible for payment of subconsultants. Consultant will bind every subconsultant and every subconsultant of a subconsultant by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

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

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

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

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

Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the below-designated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

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

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

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

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

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

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

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

15. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the

services with all applicable laws, ordinances and regulations, including, but not limited to strict compliance with the California Confidentiality of Medical Information Act and the Health Insurance Portability and Privacy Act and any regulations promulgated thereunder.

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

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

Either Party, upon tendering fifteen (15) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

17. Force Majeure. In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Consultant), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Agreement upon any event that renders performance impossible. In such case, City shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

18. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the

Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

19. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

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

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

22. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

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

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

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

26. Notices. Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

To Consultant:	**Kelsey Wilhelm M.D** **1124 E Pacific Coast Hwy #1063** **Long Beach, CA 90806-5102** **402-690-5344** **KWilhelm@dhs.lacounty.gov**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: Fire Chief, Compton Fire Department** **(310) 605-5670** **(310) 632-8414 – fax.**
Copy to:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager**

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

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

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

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

Kelsey Wilhelm M.D
CONSULTANT/COORDINATOR

Dated: _____ **By _____**
Kelsey Wilhelm M.D.

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Ronerick Simpson, Fire Chief

Approved by:

Dated: _____ **By _____**
Jerry Groomes, City Manager

Approved as to form:

By _____ **Dated: _____**
Eric Perrodin, City Attorney

ATTEST:

Dated: _____ **By _____**
Vernell McDaniel, City Clerk

"ATTACHMENT A"

Professional Services Agreement – Kelsey Wilhelm M.D. (Consultant)
Medical Director of Compton Fire
Compton Fire Department Emergency Medical Services

Scope of Services Provided by Consultant:

1. Consultant's services shall be provided subject to the approval of the Fire Chief of the Compton Fire Department ("Department").

2. Consultant is required to develop and maintain a positive and effective working relationship with the Compton Fire Department Emergency Medical Services ("EMS") Coordinator, Nurse Educator and Training Chief and shall monitor the medical training programs, including the content and program delivery and analyze and report upon its effectiveness in the community.

3. Consultant shall supervise and evaluate the implementation of an EMS Quality Improvement and Assurance Program for the Fire Department's EMT-P. EMT-B and EMT-D personnel and any specific pilot programs identified and designated by Los Angeles County Department of Health.

4. Consultant shall provide consultant liaison services between the Compton Fire Department and the emergency medical community, including, but limited to local hospitals, the Los Angeles County Department of Health and other EMS agencies and colleagues.

5. Consultant shall provide oversight services in the procurement of pharmacological agents and controlled substances/devices.

6. Consultant shall provide advisory services to the Fire Chief and/or his designee on matters of medical services, as required. Such services may include, but not be limited to advice on physical fitness programs for firefighters, reviewing injuries and accidents, safety orders and procedures.

7. Consultant shall provide such reports and records to the Fire Chief as will permit an effective and comparable evaluation of the programs and services describe herein.

September 5, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF COMPTON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES/AFSCME LOCAL 3947 TO AMEND ARTICLE 19 OF THE MEMORANDUM OF AGREEMENT

SUMMARY

Adoption of this resolution will ratify the Side Letter Agreement entered into between the City of Compton ("City") and the American Federation of State, County and Municipal Employee Union, designated as Local 3947 ("AFSCME Local 3947").

Ratification of the Side Letter Agreement will approve an amendment to Article 19 (Wages/Base Pay, Classification Title) of the Memorandum of Agreement (MOA) between the City and AFSCME Local 3947 and provides a Salary Increase/Extra Duty Pay for the Legal Technician in the City Attorney's Office.

BACKGROUND

Article 19 of the MOA entered into between the City and AFSCME Local 3947 identifies the Classification Titles and the Salary Ranges for Non-Supervisory positions. The duties and responsibilities of this classification represented by AFSCME Local 3947 were impacted by the staffing vacancies and employee attrition in the City Attorney's Office of the Legal Technician classification.

An adjustment in compensation is required for the performance of significant additional duties. The salary increase will remain in effect until a desk audit is completed of the duties performed by Ms. De Dios in the Legal Technician classification.

STATEMENT OF ISSUE

In an effort to minimize the impacts on staff and to improve the expediency and efficiency of service to the public, the City and AFSCME Local 3947 reached an agreement on August 2, 2023 as follows:

1. Salary Increase/Extra Duty Pay

The Side Letter Agreement provides a Salary Increase/Extra Duty Pay for the additional workload for the Legal Technician in the Office of the City Attorney:

	Effective November 16, 2015
Legal Technician	20% Salary Increase/Extra Duty Pay

The duration of this Salary Increase/Extra Duty Pay will remain in effect until a desk audit is completed of the duties performed by Ms. De Dios in the Legal Technician classification.

FISCAL IMPACT

The estimated fiscal impact of the 20% salary increase/extra duty pay is $90,443.30. Funds to cover the cost of the Salary Increase/Extra Duty Pay are available in the City Attorney's Department's 2023-2024 Fiscal Year budget.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

SHRISTIE NAIR TORRES
HUMAN RESOURCES DIRECTOR

APPROVED FOR FORWARDING:

JERRY GROOMES
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RATIFYING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF COMPTON AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES/AFSCME LOCAL 3947 TO AMEND ARTICLE 19 OF THE MEMORANDUM OF AGREEMENT

WHEREAS, the City of Compton ("City") and the American Federation of State, County and Municipal Employee Union, designated as Local 3947 ("AFSCME Local 3947"), are parties to a Memorandum of Agreement ("MOA"), with an effective term of July 1, 2016 through June 30, 2019; and

WHEREAS, AFSCME Local 3947 typically represents Non-Supervisory designated positions and classifications; and

WHEREAS, Article 19 of the MOA entered into between the City and the AFSCME Local 3947 identifies the Classification Titles and the Salary Ranges for Non-Supervisory Positions; and

WHEREAS, the duties and responsibilities of a classification represented by AFSCME Local 3947 were impacted by the staffing vacancies and employee attrition in the City Attorney's Office of the Legal Technician classification; and

WHEREAS, on August 2, 2023, the City and AFSCME Local 3947 finalized an agreement to provide an additional twenty percent (20%) Salary Increase/Extra Duty Pay for the Legal Technician position in the Office of the City Attorney in connection with the performance of significant additional duties; and

WHEREAS, the Legal Technician position in the Office of the City Attorney most current salary range will be increased from 104E to 124E on the salary schedule; and

WHEREAS, the estimated fiscal impact of the 20% salary increase/extra duty pay is $90,443.30; and

WHEREAS, the account codes shown below for Salaries (4101), Unemployment Insurance (4197), State Disability Insurance (4198), and Medicare (4199) will be used for the increase; and

Account	Amount
1001-420-000-4101	$86,240.96
1001-420-000-4197	$2,442.55
1001-420-000-4198	$718.32
1001-420-000-4199	$1,041.47

WHEREAS, funds to cover the cost of the Salary Increase/Extra Duty Pay are available in the City Attorney's Department's 2023-2024 Fiscal Year budget; and

WHEREAS, the negotiations culminated during a meeting of mutual concessions between the City and the employee bargaining unit, including AFSCME Local 3947's agreement to amend Article 19 of their MOA.

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

SECTION 1. That the recitals above stated are incorporated herein.

SECTION 2. That the attached Side Letter Agreement between the City of Compton and the American Federation of State, County and Municipal Employees, Local 3947 is hereby ratified.

SECTION 3. That pursuant to the provisions of the attached Side Letter Agreement, Article 19 of the Memorandum of Agreement between the City of Compton and the American Federation of State, County and Municipal Employees, AFSCME Local 3947 is hereby amended as follows:

1. Salary Increase/Extra Duty Pay

The Side Letter Agreement provides a Salary Increase/Extra Duty Pay for the additional workload for the Legal Technician in the Office of the City Attorney:

	Effective November 16, 2015
Legal Technician	20% Salary Increase/Extra Duty Pay

The duration of this Salary Increase/Extra Duty Pay will remain in effect until a desk audit is completed of the duties performed by Ms. De Dios in the Legal Technician classification.

SECTION 4. That the current salary range for the Legal Technician position in the Office of the City Attorney will be increased from the current range of 104 E to the new range of 124 E on the City's most current salary schedule; and

SECTION 5. That funds are available in the City Attorney's Office 2023-2024 Fiscal Year budget to pay the additional costs.

SECTION 6. That all other terms and conditions of the current Memorandum of Agreement shall remain in effect and unchanged.

SECTION 7. That a copy of this Resolution, including the attached Side Letter Agreement, shall be filed in the offices of the City Clerk, City Manager, City Attorney, Human Resources and President of the American Federation of State, County and Municipal Employees, AFSCME Local 3947.

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

ADOPTED this _____ day of _____, 2023.

_____
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, Vernell McDaniel, 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 _____, 2023.

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

MEET AND CONFER

CITY OF COMPTON
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
(AFSCME LOCAL 3947)

The City of Compton (City) and AFSCME Local 3947 (the Union) agreed to provide Sandra De Dios, Legal Technician, a 20% salary increase retroactive to November 16, 2015. The salary increase will remain in effect until a desk audit is completed of the duties performed by Ms. De Dios in the Legal Technician classification.

Salary Increase Summary:

Position	Time Frames	Current Range	Proposed Range	Change
Legal Technician	11/16/15 – 1/17/17	99 E	119 E	+20
Paralegal	1/18/17 – 6/18/17	140 A	160 A	+20
Legal Technician	6/19/17 – 6/30/17	99 E	119 E	+20
Legal Technician	7/1/17 – 6/30/18	102 E	122 E	+20
Legal Technician	7/1/18 – present	104 E	124 E	+20

The City and the Union hereby agree:

City:

Jerry Groomes
City Manager

Date: 8/2/23

Union:

Lupita Gomez-Duran
AFSCME 3947 President

Date: 7-31-2023

Jose Lozano
Vice President

Date: 7-31-2023

This agreement by the parties is subject to City Council's approval

September 5, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: STREET SUPERINTENDENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM SCREAMIN EAGLE SERVICES COMPANY FOR CITYWIDE ILLEGAL DUMPING CLEAN-UP, REMOVAL AND HAUL AWAY SERVICES, TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A THREE-YEAR SERVICE AGREEMENT WITH (2) ONE-YEAR EXTENSION OPTIONS AND TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED DOLLARS ANNUALLY ($421,500.00).

SUMMARY

A resolution of the City Council of the City of Compton accepting the proposal from Screamin Eagle Services company for citywide illegal dumping clean-up, removal and haul away services, to authorize the City Manager to enter into a three-year service agreement with (2) one-year extension options and to issue a purchase order to Screamin Eagle Services in an amount not to exceed Four Hundred Twenty-One Thousand Five Hundred Dollars ($421,500.00).

BACKGROUND

Illegal dumping is a major problem with significant social, health, environmental and economic impact. The City of Compton's is not unique in facing the tremendous burden caused by illegal dumping. The most common sites for illegal dumping are: vacant lots, alleyways, parkways and unlocked dumpsters. The most commonly dumped items are appliances, tires, household waste, furniture, electronic and hazardous waste and sometimes construction material. Illegal dump sites serve as a magnet for additional dumping. The City of Compton has begun several methods in which to address these issues;(1) hiring a private illegal dumping clean-up contractor, (2) assigning City crew to assist with illegal dumping clean-up, and (3) rapid reporting by the use of the City App.

STATEMENT OF THE ISSUE

The clean-up of illegally dumped waste falls exclusively to the City of Compton's Public Works Street Maintenance Department ("Department"). As a result, the Department advertised a Request for Proposal for Citywide Illegal Dumping Clean-up, Removal and Haul Away services on April 10, 2023 in the Bulletin newspaper and on the City's website.

As a result of the Request for Proposal, four (4) illegal dumping contractors submitted their bid for proposals by stipulated deadline on May 4, 2023.

Illegal Dumping Contractor Submitters

1. American Reclamation, Inc.
2. New West Landscaping
3. SG & Sons
4. Screamin Eagle Services

In accordance with the RFP, Contractors are required to perform the following illegal dumping abatement services along the following, but not limited to sites:

Alleys in all Districts	Alameda Corridors and Gazebos
Alondra Parkways	Atlantic Drive
Bullis Road Parkways	Central Avenue Medians
Compton Blvd. Parkways	El Segundo Blvd. Medians/Parkways
Greenleaf Blvd. Parkways	Long Beach Blvd. and Medians
Parmalee Parkways	Rosecrans Avenue Medians/Parkways
Sam Littleton Parkways	Santa Fe Avenue and Medians
Walnut Street and Medians	Industrial Areas
Willowbrook Avenue	Wilmington Parkways and Asphalt Medians

All four (4) illegal dumping contractors:

- Submitted their proposals on time
- Submitted their bid price sheets
- Met some or all of the minimum requirements for illegal dumping services

Schedule of Compensation Price Sheet:

American Reclamation, Inc	$501,600/annually
SG & Sons	$756,000/annually ($2100/load/day load=6,000 lb. or 20 cu yd)
New West Landscaping	$124,200/annually
Screamin Eagle Services	$421,500/annually

The Public Works Superintendent and staff evaluated each proposal and interviewed companies by telephone to evaluate staffing, equipment and services.

The award of illegal dumping clean-up is not awarded to the lowest bidder but the lowest most responsive bidder that meets the needs of the City. The lowest bidder, New West Landscaping, did not readily possess the equipment needed for removal of illegal dumping, nor did they possess the personnel necessary to meet the aggressive demands

of illegal dumping in the City of Compton. Therefore, the RFP Review Panel, selected Screamin Eagle Services as the next lowest responsive bidder. The company demonstrated the ability to manage the City of Compton Illegal Dumping Clean-up, Removal and Haul Away services, by specifying the equipment and personnel dedicated to this service.

In order to award a three-year service agreement effective July 1, 2023- June 30, 2026 with two (2) one-year options for extension to Screamin Eagle Services company and issue a purchase order in the amount of Four Hundred Twenty-One Thousand Five Hundred Dollars ($421,500) from Account No. 1004-720-000-4266 to provide citywide illegal dumping clean-up, removal and haul away services to the City of Compton, City Council's approval is necessary.

RECOMMENDATION

Staff recommends the City Council accepts the bid submitted by Screamin Eagle Services, authorize the City Manager to enter into a three-year service agreement with two one-year options for extension and to issue a purchase order in the amount of Four Hundred Twenty-One Thousand Five Hundred Dollars ($421,500) for citywide illegal dumping clean-up, removal and haul away services.

FISCAL IMPACT

The Public Works Street Maintenance Department has funds available in the 2023-2024 fiscal year budget in the amount of Four Hundred Twenty-One Thousand Five Hundred Dollars ($421,500) in Account No. 1004-720-000-4266 (Measure P). Additionally, funds will be budgeted in future fiscal year budgets for these services.

DAMION TIMMONS
STREET SUPERINTENDENT

APPROVED FOR FORWARDING

JEROME G. GROOMES
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM SCREAMIN EAGLE SERVICES COMPANY FOR CITYWIDE ILLEGAL DUMPING CLEAN-UP, REMOVAL AND HAUL AWAY SERVICES, TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A THREE-YEAR SERVICE AGREEMENT WITH (2) ONE-YEAR EXTENSION OPTIONS AND TO ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED TWENTY-ONE THOUSAND FIVE HUNDRED DOLLARS ANNUALLY ($421,500).

WHEREAS, the major problem of illegal dumping has significant social, health, environmental and economic impact; and

WHEREAS, the City of Compton is not unique in facing the tremendous burden caused by illegal dumping throughout California; and

WHEREAS, the most common sites for illegal dumping are: vacant lots, alleyways, parkways and unlocked dumpsters and serve as a magnet for additional dumping; and

WHEREAS, the City of Compton has initiated several methods in which to address illegal dumping issues; (1) hiring a private illegal dumping clean-up contractor, (2) assigning City crews to assist with illegal dumping clean-up and haul away and, (3) rapid reporting by use of the City App; and

WHEREAS, the Public Works Street Maintenance Department advertised a Request for Proposal for Citywide Illegal Dumping Clean-up, Removal and Haul Away services on April 10, 2023 in the Bulletin newspaper and on the City's website; and

WHEREAS, as a result of the Request for Proposal, four (4) illegal dumping contractors submitted their proposals by stipulated deadline on May 4, 2023.

Illegal Dumping Contractor Submitters

1.	American Reclamation, Inc.	$501,600/annually
2.	Screamin Eagle Services	$421,500/annually
3.	New West Landscaping	$124,200/annually
4.	SG & Sons	$756,000/annually

WHEREAS, *the award of illegal dumping clean-up is not awarded to the lowest bidder but the lowest most responsive bidder that meets the needs of the City*; and

WHEREAS, the lowest bidder, New West Landscaping, did not readily possess the equipment needed for removal of illegal dumping, nor did they possess the personnel necessary to meet the aggressive demands of illegal dumping in the City of Compton; and

WHEREAS, the RFP (Citywide Illegal Dumping Clean-up, Removal and Haul Away Services) Review Panel, selected Screamin Eagle Services as the next lowest responsive bidder, the company demonstrated the ability to manage the City of Compton Illegal Dumping Clean-up, Removal and Haul Away services, by specifying the equipment and personnel dedicated to this service; and

WHEREAS, staff recommends the City Council accepts the bid submitted by Screamin Eagle Services company, authorize the City Manager to enter into a three-year service agreement with two one-year options for extension and to issue a purchase order for citywide illegal dumping clean-up, removal and haul away services; and

WHEREAS, Screamin Eagle Services company has the ability to perform illegal dumping removal and clean-up services providing on its team: 1 Operations Supervisor, 5 General Laborers, 1 Lead Driver and 4 Drivers; and

WHEREAS, Screamin Eagle Services company will furnish at its own expense; Bobcats, dump trucks, and roll off containers for the collection and removal of illegally dumped items/debris; and

WHEREAS, funds for this expenditure is available in the 2023-2024 Fiscal Year budget in account 1004-720-000-4266.

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

Section 1. That the proposal from Screamin Eagle Services company is hereby accepted and all other proposals rejected.

Section 2. That the City Manager is hereby authorized to enter into a three-year service contract (i.e. July 1, 2023 – June 30, 2026) with two (2) one-year extension options for Screamin Eagle Services company for the management of the Citywide Illegal Dumping, Removal and Haul Away Services from Account No. 1004-720-000-4266.

Section 3. That a purchase order is authorized to be established for Screamin Eagle Services in the not-to-exceed amount of Four Hundred Twenty-One Thousand Five Hundred Dollars ($421,500).

Section 4. That funds for this expenditure is available in the approved 2023-2024 Fiscal Year budget in Account No. 1004-720-000-4266, additionally, funds will be budgeted in fiscal year budgets; 2024-2025 and 2025-2026.

Section 5. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, Public Works Street Maintenance Department and the City Controller.

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

ADOPTED this ____ day of _____, 2023.

_____
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, Vernell McDaniel, 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 _____, 2023.

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

SCREAMIN EAGLE SERVICES

MAY 2023

CITY OF COMPTON

ILLEGAL DUMPING CLEAN-UP, REMOVAL, AND HAUL AWAY SERVICES

PROPOSED BY
ANDREW W. THOMPSON

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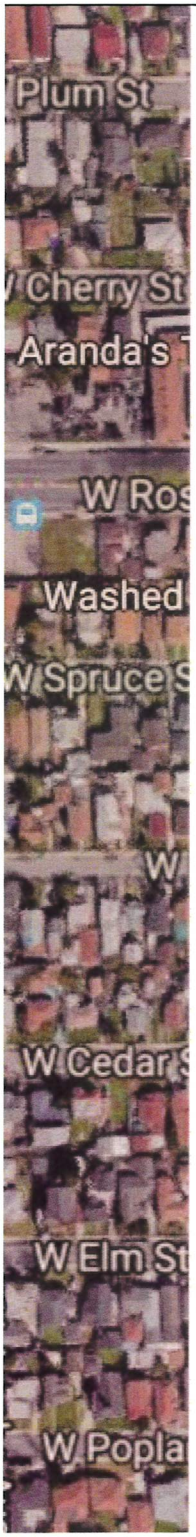

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OVERVIEW OF THE COMPANY

Certified by the LA County Department of Consumer and Business Affairs as a minority owned business, Screamin Eagle Services (SES) continues to operate with professionalism and accessibility throughout Southern California. We've developed relationships with reputable companies and municipalities due to completion of projects beyond a satisfactory level. We can operate with the ability and efficiency of a large corporation while still maintaining a small town integrity and values, and are dedicated to timely service, within budget. Emphasizing stewardship, we meet our clients needs with the appropriate solutions met with first class execution. This is all made possible due to a great team of maintenance technicians and drivers with excellent backgrounds and strategic training.

Good customer service isn't just a single skill to be cultivated, but a variety of equally important qualities that work in tandem with each other. Our maintenance techs are trained professionals with a vast skills set which includes:

- Effective listening and communication
- Safe multitasking
- Empathy
- Critical thinking
- Strong attention to detail and Organization

PROPOSED BY

ANDREW W. THOMPSON

THE PROJECT

Illegal dumping is a major contributor to urban blight, but the impact on local communities does not rest there. Illegal dumping creates serious public safety hazards, risks, and environmental damage. This is why SES is in full alignment with the City's goal to improve the quality of life for all who reside, work, visit and recreate in the City of Compton. SES remains dedicated to providing efficient and safe clean-up projects throughout our community.

To further beautify the City, SES technicians recently became RailWorks certified through the Alameda Corridor Transportation Authority to be able to assist with clean-up efforts on railroads.

Our organization continues to host free clean-up events throughout the city to increase awareness around cleaner and healthier communities.

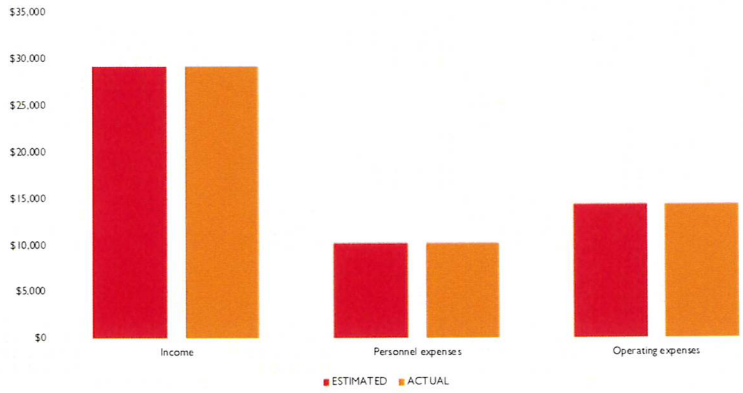
MONTHLY BUDGET

DATE 01/31/23

BUDGET TOTALS	ESTIMATED	ACTUAL	DIFFERENCE
Income	29,160.00	29,160.00	**0.00**
Personnel expenses	10,300.00	10,300.00	**0.00**
Operating expenses	14,400.00	14,400.00	**0.00**
Balance (income minus expenses)	4,460.00	4,460.00	0.00

ACTUAL EXPENSES	AMOUNT	% OF EXPENSES	15% REDUCTION
Dump Fees	7,000.00	48.6%	1,050.00
Tools and Supplies	1,500.00	10.4%	225.00
Company Vehicle	1,400.00	9.7%	210.00
Bobcat	1,300.00	9.0%	195.00
Bob cat maintenance	1,100.00	7.6%	165.00
Total	12,300.00	85.4%	1,845.00

BUDGET OVERVIEW



MONTHLY BUDGET

01/31/23

INCOME	ESTIMATED	ACTUAL	DIFFERENCE
Net sales	29,160.00	29,160.00	0.00
Total Income	29,160.00	29,160.00	0.00

MONTHLY BUDGET

01/31/23

PERSONNEL EXPENSES	ESTIMATED	ACTUAL	DIFFERENCE
Wages	10,000.00	10,000.00	0.00
Workers Comp Insurance	300.00	300.00	0.00
Total Personnel Expenses	10,300.00	10,300.00	0.00

Screamin Eagle Services

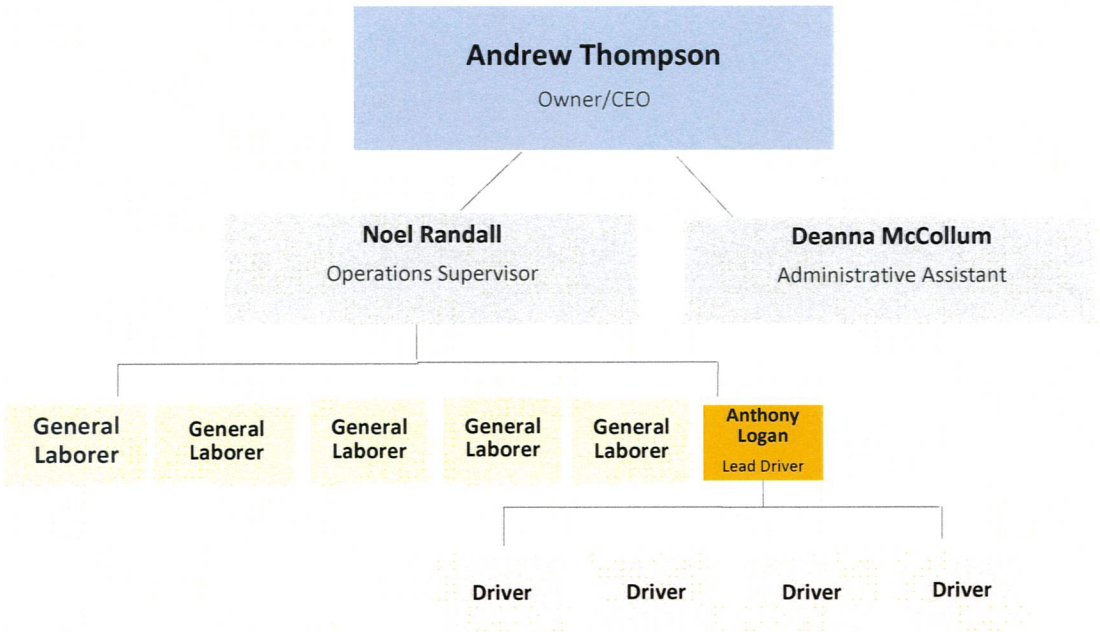
MONTHLY BUDGET

01/31/23

OPERATING EXPENSES	ESTIMATED	ACTUAL	DIFFERENCE
Bobcat	1,300.00	1,300.00	0.00
Bob cat maintenance	1,100.00	1,100.00	0.00
Bobcat fuel	800.00	800.00	0.00
Business insurance	700.00	700.00	0.00
Dump Fees	7,000.00	7,000.00	0.00
Uniforms	600.00	600.00	0.00
Tools and Supplies	1,500.00	1,500.00	0.00
Company Vehicle	1,400.00	1,400.00	0.00
Total Operating Expenses	14,400.00	14,400.00	0.00

Screamin Eagle Services

Organization Chart



Andrew Thompson, CEO

1506 W. 134th St.
Compton, CA 90222
Phone: 310-345-2950
Email: harleydrew57@gmail.com

Executive Summary

An organized, detailed-oriented business owner and conscientious self-starter, able to strategize and prioritize effectively to accomplish multiple tasks.

Qualifications & Skills

- Management
- Budget Management
- Purchasing
- LTL Knowledge
- Computer and Microsoft Office
- Supervision and training
- Complex problem solving
- Excellent time management
- Power tools, hand tools, Bobcat
- Heavy Equipment Operator

Professional Experience

Owner/CEO 07/01/2012 - Present
Screamin Eagle Services, Compton, CA
Manage OTR drivers, haulers, and office personnel. Maintain all regulatory records, insurance, and maintenance records. Establish long-term customer relationships through prompt and courteous service. Oversee all hiring and training of new employees.

Marketing Manager, 03/07/2012- 06/15/2015
Harley Davidson, Anaheim, CA
Formulate, direct and coordinate marketing activities to promote products and services. Coordinate or participate in promotional activities and trade shows, working with developers, advertisers, and production managers to market new services and products.

Diesel Mechanic, 04/01/2010-02/20/2012
JB Hunt, Los Angeles, CA
Perform service maintenance for diesel trucks, including engines, transmissions, hydraulic systems, and electrical and structural repairs. Utilize best practices for safe and proper application.

Educational Background

Gardena High School,
Gardena, CA *High School*
Diploma (2003)

Awards and Certification

City Of Compton Certification of Recognition 9/24/2022

Noel Randell

2114 N. Bahama
Los Angeles, CA 90059
Phone: 562-351-2470

Summary

An extremely reliable worker with a strong work ethic and a willingness to learn. I have expertise in junk removal, demolition, landscaping, moving, and machine operation.

Qualifications & Skills

- Dependable and reliable
- Effective at multi-tasking
- Motorcycle and auto mechanic
- Power tools, hand tools, Bobcat
- Equipment Operator
- Customer Service

Work Experience

Equipment Operator/Laborer
02/15/2019-Present Screamin Eagle Services, Los Angeles, CA
Perform junk removal, tree cutting, landscape services, and moved furniture. Load trucks and properly secure items to prevent damage during transportation/disposal. Establish and maintain excellent customer relationships. Inspect the truck and operating equipment for defects and safe operating conditions before and after trips.

Subcontractor 09/01/2016 – 01/08/2019 Edison, Los Angeles, CA
Install, maintain, and repair electrical distribution and transmission systems, including conduits, cables, wires, and related equipment. Adhere to safety practices and procedures. Climb poles or use truck- mounted buckets to access equipment.

Hauler/Laborer 05/11/2013-08/01/2016 B&D Logistics, Los Angeles, CA
Load and unload boxes and furniture. Operated heavy material handling equipment. Moved freight, stock, and other materials to and from storage and production areas.

Educational Background

Centennial High School, Compton, CA
High School Diploma

Terrel Mitchell

806 W. 138th St.
Compton, CA 90222
Phone: 714-905-2403

Professional Summary

A highly motivated manager in materials handling who possess strong analytical skills, strong communication skills, and a desire to learn more. I have outstanding leadership skills and am always willing to take on new challenges.

Qualifications & Skills

- Supervision and Training
- Customer Service
- Safety Oriented
- Strong Analytical Skill
- Power tools, hand tools, Bobcat
- Heavy Equipment Operator

Work Experience

Manager 01/03/2019-Present
Screamin Eagle Services,
Los Angeles, CA
Supervisor, coordinate, and schedule commercial and residential junk removal. Interact positively with various stakeholders, including clients and peers developing long-term relationships. Supervisor and train staff on operating equipment. Follow and ensure all safety protocols are met. Perform junk removal and demolition while operating heavy equipment. Care for establish lawns by mulching, aerating, and weeding.

Lead Materials Handler 08/12/2015-11/08/2018
Strategic Hauling Services,
Fullerton, CA
Led warehouse improvement initiatives to advance operation efficiencies. Proficient in all areas of daily operations including unloading, receiving, storage, order pulling, and loading. Attended regular labor standard meetings.

Educational Background

Compton High School, Compton, CA
High School Diploma (2005)

Business References

- Screamin Eagle Services

  2020-2023

Agenda

01 Introduction

02 Contracts

03 Project Photos and Details

Introduction

Screamin Eagle Services has served the community of Compton since June 2019. Focusing on the clean-up of the city we love, Screamin Eagle's contract with the City of Compton has provided the opportunity to remove illegal dumping at approximately 20 sites per week across Districts 1-4.

In addition to our contract with the City of Compton, Screamin Eagle has a contract with The Bakewell Company (2021-present) and Alameda Corridor Transportation Authority (2021-present).

Our services include the removal of trash, furniture, bulk items, and homeless encampment clean-up. Weed abatement and janitorial services.

Screamin Eagle Services

Contracts

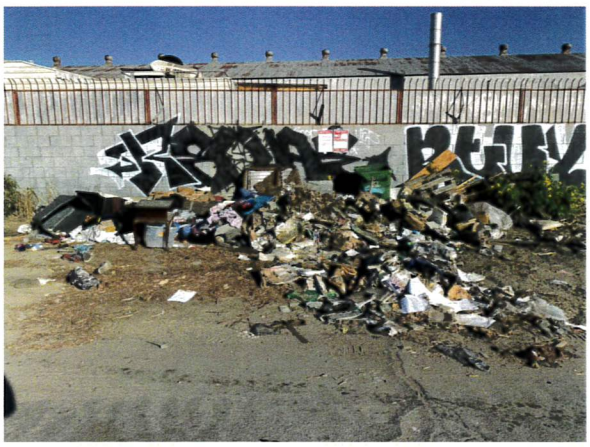
City of Compton Contract
2019-Present

The Bakewell Company Contract
2020- Present

Alameda Corridor Transportation Authority
2021-Present

02
Results

Project Before and After Photos



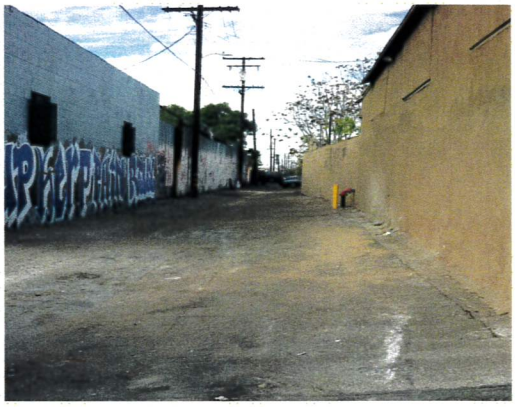
Compton District 2

Start Date: Dec 8, 2020

End Date: Dec 8, 2020

Equipment used:

- Manual Labor
- Bobcat
- Roll-Off Bin
- Dump Truck



Compton District 2

Start Date: November 10, 2021

End Date: November 10, 2021

Equipment used:

- Manual Labor
- Bobcat
- Roll-Off Bin
- Dump Truck

Alameda Corridor
Transportation Authority

Start Date: April 18, 2022

End Date: April 18, 2022

Equipment used:

- Manual Labor
- Bobcat
- Roll-Off Bin
- Dump Truck

SCOPE OF WORK

Provide illegal dumping abatement along the following, but not limited to, list of work sites:

- Alleys in all the City Districts
- Alondra Parkways
- Bullis Road Parkways
- Compton Blvd. Parkways
- Greenleaf Parkways
- Parmalee Parkways
- Sam Littleton Parkways
- Walnut Street & Medians
- Willowbrook Ave
- Alameda Corridor and Gazebos
- Atlantic Drive
- Central Avenue Medians and Parkways
- El Segundo Parkways & Medians
- Long Beach Blvd. and Medians
- Rosecrans Avenue Medians and Parkway
- Santa Fe Avenue and Medians
- Industrial Areas
- Wilmington Parkways and Asphalt Medians

DUTIES AND PROCEDURES

Provide measurement and verification of services with before and after pictures of designated work site(s).

1. In a professional manner, SES will provide and furnish all the labor, materials, necessary tools, expandable equipment and all utility and transportation services for providing clean-up, removal and haul away services, on an "as-needed" basis.
2. SES will continue to provide and perform the following services at/on designated public property as requested by city leadership:
    i. SES will respond to designation work locations for service within twenty-four (24) hours from the request for service.
    ii. SES will be available 7-days a week, including holidays
3. SES will produce digital images of the job site before and after the completion of a clean-up which clearly states the date and location. These images will be provided with invoices.
4. SES will coordinate with the City's Department of Public Works/Municipal Utilities Department regarding any necessary lane closures or traffic control, remaining in compliance with local, state, and federal regulations.

DUTIES AND PROCEDURES CONT.

5. Trash, debris, furniture, and other bulk item removal.
6. Weed abatement.
7. Roadside and right-of-way clean-up services
8. Provide other services as requested and approved by the City.
9. SES will perform all abatement services in such a manner that no City property is damaged, including regulatory signs in the right-of-ways.
10. SES will supply all protective clothing and gear, and equipment that is required or needed to perform the work to handle, remove, and dispose of the waste materials and leave a clean site.

HEAVY EQUIPMENT

The contractor shall furnish, at his own expense, all tools, equipment, labor, material and services necessary for the satisfactory performance of the work set forth in the project specifications.

Insured heavy equipment to be used:

- Bobcats
- Dump trucks
- Roll-off Containers

All equipment operators and drivers are thoroughly and strategically trained.

SES YOUTH LEADERSHIP DAY

2020 NAACP COMPTON CHAPTER HOLIDAY EVENT

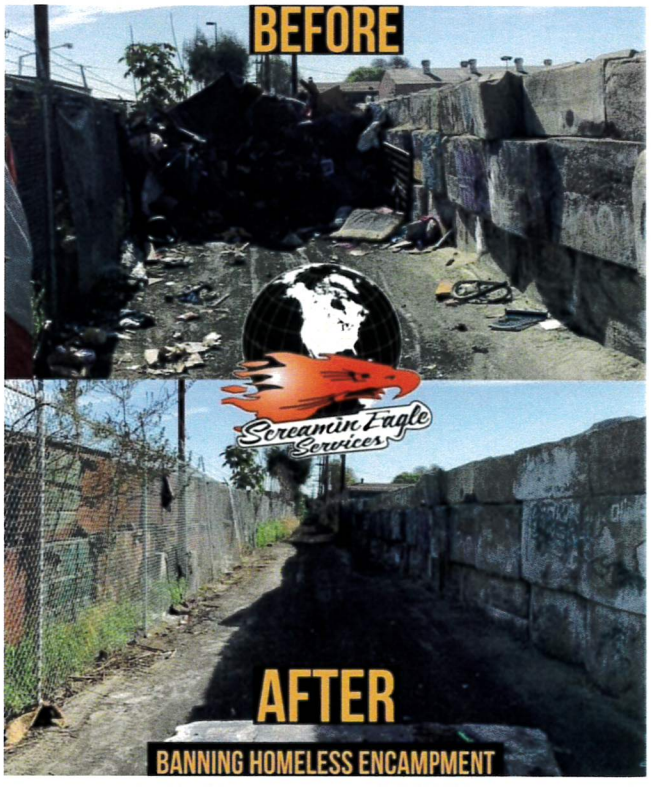
Understanding that 2020 had been an uncertain year for many families in our community, Screamin Eagles Services donated toys for young children during the holidays.

PROPOSED RATES

For all services which the contractor is obligated to perform under the terms of this proposal, the owner shall pay to the contractor the full amount within two weeks of receiving an invoice for previously performed work.

Multi Year Rate
Annual: $421,500.00*
Monthly: $35,125.00*
Bi-weekly: $17,562.50*

* Negotiable



REFERNECES

Michael Leue, CEO
Alameda Corridor Transportation Authority
mleue@acta.org

Community Relations Deputy Daryll Harkless
LA County Sheriff's Department
Compton Station
(323) 697-9482

Curren Price Jr.
LA City Councilman
City of Los Angeles, District 9
(213) 473-7009

”

Thank you to you and the Screamin' Eagles crew for your work on the extensive clean-up required under Long Beach Lead Railroad Bridge. Everyone present, including ACTA and the City of LA personnel, were thoroughly impressed with your efficiency and willingness to go above and beyond "just acceptable.". There was not one piece of trash or refuse left on the sites on either side of the bridge including all areas under the bridge and even on Dominguez Channel slopes. Congratulations on a job extremely well done and for making ACTA look good as well. We look forward to working with you again soon.

”

MICHAEL LEUE
CEO
ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY

March 10, 2022

TO: **ANDREW THOMPSON**
SCREAMIN EAGLE SERVICES

FROM: **CECIL CHAVERS**
ACTING DIRECTOR OF COMMUNITY IMPROVEMENT SERVICES

SUBJECT: **APPRECIATION OF BUSINESS**

Dear Mr. Thompson,

On behalf of the Community Improvement Services Department, I would like to express our sincerest appreciation for your service as one of our most reliable contractors.

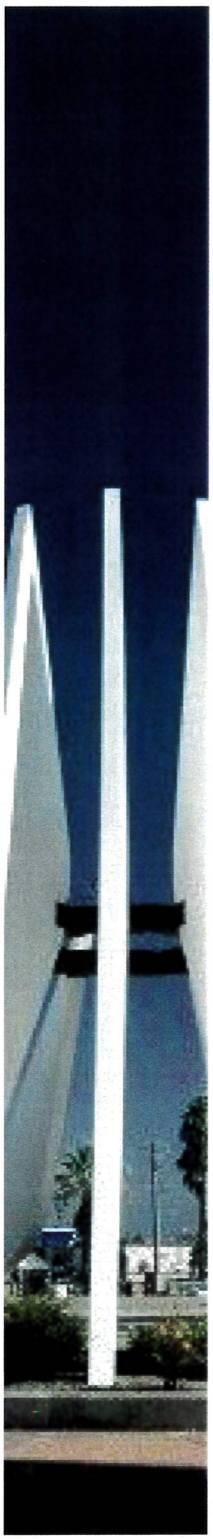
Your company has provided the highest level of beautification to all four (4) City districts by cleaning alleyways, abating homeless encampments and removing trash and debris from all major thoroughfares. Cleanup services are completed quickly, efficiently and with the highest level of customer service.

We look forward to working with you for years to come and hope you will continue to provide such excellent service to us. We could not conduct our business without you.

Thank you,

3/10/22

CECIL CHAVERS **DATE**
ACTING, DIRECTOR OF COMMUNITY IMPROVEMENT SERVICES



Dear City Leader,

At Screamin Eagle Services, not only do we hope to gain you as a client but to also develop a strong and long-term working relationship as we exceed the expectations of any service you may request. With Screamin Eagle Services, you can rest assured that we are committed to getting the job done, just as desired.

If there is any additional information you may need we can be reached anytime via email or by phone at the contact information below. Please understand that we are equipped and ready with trained technicians and equipment 24/7, and will respond quickly to any inquiry. Thank you for considering Screamin Eagle Services and we look forward to hearing from you in the very near future.

Thank you!

Andrew Thompson

Andrew W. Thompson
Owner

View our work: Screamineagleservices.com
Email: screamineagleservices@gmail.com
Phone: 310. 345. 2950
We're also on Instagram @screamineagleservices

ABATEMENT SERVICES AGREEMENT
BETWEEN
SCREAMIN EAGLE SERVICES
AND
CITY OF COMPTON

This **AGREEMENT** is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **SCREAMIN EAGLE SERVICES** (hereinafter referred to as "**CONTRACTOR")** located at 1119 S. Alameda Street, Compton, CA 90222.

AGREEMENT:

That the **CITY** and **CONTRACTOR**, for the consideration, terms and conditions herein described, mutually agree as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR:

CONTRACTOR shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for providing Citywide Clean-Up, Removal and Haul Away Services. More specifically, Contractor shall provide and perform the following services at/on all City owned alleyways and right-of-ways within the City and other locations 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 of Compton
- Respond to emergency calls within four (4) hours of contact
- Trash and debris removal services including tipping services
- Alley Clean-up
- Weed Abatement
- Roadside Clean-up
- Right-of-way Clean-up services
- Furniture and other bulk item removal
- Provide before and after digital photographs, within indication of date(s) taken and location of area(s) where services performed
- Completion of requested and approved services within time specified by the City of Compton, be available to provide and perform requested services seven (7) days a week, including during and after business hours, weekends and holidays, as needed
- Should abatement services performed by Contractor require any lane closures or traffic control requirements, Contractor shall coordinate directly with the City's Public Works Department prior to performing the effected services. Abatement services requiring traffic control shall occur only during off-peak traffic times.

- **Illegal Dumping Hotspots by District**

District 1 (addressed the 1st Week of the month)

1. North of Culver & Rosecrans
2. 1st alley West of Wilmington (between 137th to 132nd)
3. 1st alley West of Wilmington (between 137th to 132nd)

4. 1st alley West of Wilmington (between 137th to 132nd)
5. 1st alley West of Wilmington (between 137th to 132nd)
6. 1st alley West of Wilmington (between 137th to 132nd)

District 2 (addressed the 2nd Week of the month)

1. Dixon
2. Alley East of Alameda (btwn Banning and El Segundo - Homeless Encampment)
3. Alley North of Compton Blvd (btwn Harris and Locust)
4. Saunders Alley South of Rosecrans & Bradfield
5. 1st Alley east Bullis North of Orchard
6. Alley east of Locust (btwn Orchard and McMillan)
7. 1st Alley West of San Vicente & Gibson (North)
8. 1st Alley West of San Vicente & Gibson (South)
9. E. Lindsley & Gibson Ave
10. 1st Alley East of Oaks & Santa Fe (btwn Pine and Oaks)

District 3 (addressed the 3rd Week of the month)

1. Alley East of Acacia (btwn Cypress and Myrrh)
2. Alley South of Alondra (between Aprilia and CVC Alley)
3. Alley Behind CVS at Alondra and Central

District 4 (addressed the 4th Week of the month)

1. Reeve St Alameda
2. Washington & Greenleaf
3. Alley East of Long Beach (Between Caldwell and Greenleaf (Cuzco Alley)
4. Alley North of Pannes and Alondra
5. Alley South of Pannes and Alondra
6. 1st Alley South of Compton (btwn Rose and Alameda)
7. Alley North of Palmer (btwn Santa Fe and Poinsettia)
8. Alley South of Palmer (btwn Santa Fe and Poinsettia)

2. TRANSFER AND DISPOSAL

- No more than five (5) working days will be allowed for hauled illegal materials to remain at the staging area located at 1119 S. Alameda Street.

3. COMPENSATION:

The method of payment for the services rendered pursuant to this Agreement shall be based on a fee-for-services basis, billable at the unit price rates specified within the **CONTRACTOR's Proposal**. It is understood and agreed between the parties that the maximum compensation payable for the services to be provided by the **CONTRACTOR** during twelve (12) month period for each year of this Agreement shall not exceed Four Hundred Twenty-One Thousand Five Hundred Dollars ($421,500)**.**

The total sum paid to the **CONTRACTOR** will 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 Agreement, the **CITY** shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

CONTRACTOR shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the **CITY** of itemized 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 Street Superintendent, Public Works Street Maintenance Department at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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

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; provided, however, that the **CITY** may condition payment of such compensation upon the **CONTRACTOR's** delivery to the **CITY** of any and all **CITY** property, documents, reports, records, materials and work product associated with the performance of this Agreement.

4. <u>Safety</u>:

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

4.2 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 the location where services are rendered ("Site");

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

.c The assigned project Site and all property located at the Site, whether or not said property or structures are part of the project or involved in the work.

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

4.4 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.

4.5 If City deems any part of the work or Site 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 adjustment in the contract price or contract time.

4.6 Contractor shall immediately notify the City of any illegal dumping of hazardous materials and other emergency public safety issues observed at the Sites were services are performed.

5. TERM OF AGREEMENT:

The term of this Agreement shall be for citywide Illegal dumping clean-up removal and haul away services for a period of three (3) years beginning July 1, 2023 through June 30, 2026, with the option of two one-year extensions, unless terminated earlier as provided herein.

6. INDEPENDENT CONTRACTOR STATUS:

CONTRACTOR, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the **CITY**. Neither the **CITY** nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the **CONTRACTOR**, except as expressly set forth in this Agreement. **CONTRACTOR** expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that **CONTRACTOR** shall not at any time or in any manner, represent that **CONTRACTOR** is in any

manner officers, employees, agents or volunteers of the **CITY**. **CONTRACTOR** shall obtain no rights to retirement, health care or any other benefit that accrue to **CITY** officials, officers, or employees. **CONTRACTOR** expressly waives any claim to such rights.

7. SUCCESSORS, ASSIGNMENT AND DELEGATION:

CITY and the **CONTRACTOR** each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Contract or sublet it in whole or part without the written consent of the other, nor shall the **CONTRACTOR** assign any monies due or to become due to it hereunder, without the previous written consent of the **CITY**. Any attempted assignment of this Contract without the written consent of both parties is void.

8. NONDISCRIMINATORY EMPLOYMENT PRACTICES:

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

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

9. INDEMNIFICATION:

CONTRACTOR shall indemnify and save harmless the **CITY**, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the **CITY** and shall defend, indemnify and save the **CITY** from any and all liability and expense including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts

or omissions for **CONTRACTOR**, its officers, employees, subcontractors or agents on account of the performance or character of this work.

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

10. INSURANCE:

A. **CONTRACTOR**, by executing this Agreement, hereby certifies:

(1) "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with such provisions before commencing the performance of the work of this Contract."

(2) ***CONTRACTOR*** *further agrees to require all subcontractors to carry Worker's Compensation Insurance as required by the Labor Code of the State of California.*

B. Without limiting **CONTRACTOR's** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. Evidence of such insurance, which shall be provided by insurer(s) satisfactory to the **CITY's** Risk Manager, shall be delivered to the **CITY**. Such evidence shall express conditions that the **CITY** is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein, including at least ten (10) day notice of any non-payment of premium(s). ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the CITY may immediately terminate this Agreement.***

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

1. General Liability. **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars ($1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

2. Workers' Compensation Insurance. **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement a program of Workers' Compensation Insurance and Employer's Liability Insurance in an amount and form to meet all applicable requirements of the State Labor Code and which specifically covers all persons providing services by or on behalf of the **CONTRACTOR** and all risks to such persons under the Agreement.

3. Automotive Liability. A program of insurance with a limit of liability of not less than **One Million Dollars ($1,000,000.00)** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

4. Insurance Endorsements. The liability insurance policy(ies) shall be endorsed with the following language:

. a The City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers are to be named and covered as **"additional insureds"** with respect to liability arising out of the activities of the **CONTRACTOR**.

. b The insurer waives all rights of subrogation against the **CITY**.

.c Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the **CITY.**

. d Identity of the insured(s).

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 Agreement. The **CONTRACTOR** is advised that the **CITY does not** carry Contractor's Risk insurance, and the Contractor shall obtain its own coverage. **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. **CONTRACTOR** shall ensure any and all contracts with its Trade Contractors performing services under this Agreement meet the insurance requirements of this Agreement.

11. PERMITS AND LICENSES:

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

Upon execution of this Agreement, the **CONTRACTOR** shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

12. WARRANTIES:

CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the **CONTRACTOR**, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the **CONTRACTOR**, any fee, commission, percentage, brokerage fee, gift or contingent fee. For breach or violation of this warranty, the **CITY** has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

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 Agreement. **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.

14. COMPLIANCE WITH LAW:

All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal laws, including compliance with the Air Quality Management District (AQMD) standards and orders.

15. WAIVERS:

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

16. TERMINATION:

Notwithstanding any other provision of this Agreement, this Agreement may be terminated as follows:

A. The **CONTRACTOR** becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

B. The **CONTRACTOR** persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

C. The **CONTRACTOR** fails to perform or breaches any material obligation under this Agreement, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

D. The **CITY** may terminate this Agreement at any time by giving thirty (30) days written notice of termination to **CONTRACTOR**. If the **CITY** gives such notice of termination, **CONTRACTOR** shall cease immediately all work in progress, unless otherwise directed by the

CITY. Upon termination **CONTRACTOR** shall furnish to the **CITY** a final invoice for work performed.

17. AMENDMENTS:

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

18. GOVERNING LAW AND SEVERABILTIY:

This Agreement shall be governed by and construed under the laws of the State of California. Should any part of this Agreement 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 Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the un-excised portion, can be reasonably interpreted to give effect to the intentions of the parties.

19. CONTRACTOR's BOOKS AND RECORDS:

CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to work, services, expenditures and disbursements charges to the **CITY** for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

CONTRACTOR shall maintain all documents and records which demonstrate performance under this Agreement 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 Agreement 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** 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 Agreement.

20. EXAMINATION AND AUDIT:

This Contract shall be subject to examination and audit of the State Auditor of the State of California and 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 Agreement.

21. EXTENT OF AGREEMENT:

This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all and any part of the subject matter hereof. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the **CITY**.

Incorporated herein and made a part hereof are the **CITY's "Request for Proposal for Citywide Illegal Dumping, Clean-up, Removal and Haul Away Services for the City of Compton"** and the **CONTRACTOR's Proposal for "Citywide Illegal Dumping, Clean-up, Removal and Haul Away Services"** (dated May 4, 2023).

22. NOTICES:

Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective three (3) business days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

TO CONTRACTOR:

Screamin Eagle Services
1119 S. Alameda Street
(Pay Address: P.O. Box 504, Compton 90223)
Compton, CA 90222
Attn: Andrew Thompson, Owner
310-345-2950
(screamineagleservices@gmail.com)

TO CITY:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Public Works Street Superintendent
(310) 605-5691
(dtimmons@comptoncity.org)

NOTE: A copy of any notice provided to the Director of Public Works shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.

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.

23. CERTIFICATIONS:

CERTIFICATIONS OF CONTRACTOR

I, Andrew Thompson**, HEREBY CERTIFY** that I am the Owner, and duly authorized representative of the **CONTRACTOR** firm of **SCREAMIN EAGLE SERVICES**, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) 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 agreement; nor

(b) 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 agreement; nor

(c) 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 agreement.

DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

_____ _____

Andrew Thompson, Owner **(Date)**

24. MISCELLANEOUS:

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

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

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

SCREAMIN EAGLE SERVICES
CONTRACTOR

Dated: _____ **By_____**
Andrew Thompson, Owner

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Damion Timmons, Street Superintendent
Public Works Street Maintenance Department

Approved by:

Dated: _____ **By_____**
Jerry Groomes, City Manager

Approved as to form:

By _____ **Dated: _____**
Eric J. Perrodin, City Attorney

ATTEST:

Dated: _____ **By_____**
Vernell McDaniel, City Clerk

September 5, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR HARDY & HARPER, INC. FOR ROAD REPAIR SERVICES CITYWIDE ($2,066,900).

SUMMARY

Adoption of this resolution authorizing the City Manager to enter into a construction contract with Hardy & Harper, Inc. ("Hardy & Harper") for road repair services citywide, establish a purchase order in the amount of One Million Eight Hundred Seventy Nine Thousand Dollars ($1,879,000.00) and authorize a Project Contingency in the amount of One Hundred Eighty Seven Thousand Nine Hundred Dollars ($187,900.00).

BACKGROUND

In 2021, the City of Compton ("City") performed an update to the Pavement Management System, which identified approximately 144 miles of "Fair" to "Very Poor" condition categories of streets. These findings indicate that proper preventative maintenance is significantly overdue and presents safety and liability concerns to the City.

The Road Repair Services Project consist of providing road repair services citywide in accordance to the contract specifications and other contract documents. Specifically, the Project will consist of pavement repairs such as grind & overlay rehabilitation methods on distressed areas. Since 2019, the City has completed approximately 74 street segment citywide under this program.

On July 12, 2023, the Public Works Engineering Department solicited Notice of Inviting Bids to contractors for the road repair services citywide. The Project was advertised in the Compton Bulletin and the City's website on July 12th and July 19th, 2023. Bids were received and opened on July 26th, 2023. Two (2) bids were received from the following contractors:

Contractors	Amount
All American Asphalt	$2,394,280
Hardy & Harper, Inc.	$1,879,000

Based upon review of the submitted bid documents, it has been determined that Hardy & Harper submitted the lowest responsive bid.

STATEMENT OF THE ISSUE

The City reserves the right, after opening bids, to reject any or all bids, or to make award to the lowest responsive bidder and reject all other bids. After careful consideration, City staff deemed Hardy & Harper as the lowest responsive bidder.

Therefore, in order for the City Manager to enter into a construction contract with Hardy & Harper, Inc. ("Hardy & Harper") for road repair services citywide, establish a purchase order in the amount of One Million Eight Hundred Seventy Nine Thousand Dollars ($1,879,000.00) and authorize a Project Contingency in the amount of One Hundred Eighty Seven Thousand Nine Hundred Dollars ($187,900.00), City Council's authorization is necessary.

FISCAL IMPACT

Funds in the amount of $2,066,900 are available in the Public Works Engineering Department's 2023-2024 Fiscal Year's budget in Account No. 2810-710-000-4269.

ALTERNATIVE

Council can reject the bid and instruct staff to re-advertise, however, due to the desire of the City to move forward with this Project, no other alternative is being proposed at this time.

RECOMMENDATION

That the City Council adopt the attached Resolution.

JOHN D. STRICKLAND, JR.
DIRECTOR OF PUBLIC WORKS

APPROVED FOR FORWARDING:

JEROME GROMES
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR HARDY & HARPER, INC. FOR ROAD REPAIR SERVICES CITYWIDE ($2,066,900).

WHEREAS, adoption of this resolution authorizing the City Manager to enter into a construction contract with Hardy & Harper, Inc. ("Hardy & Harper") for road repair services citywide, establish a purchase order in the amount of One Million Eight Hundred Seventy Nine Thousand Dollars ($1,879,000.00) and authorize a Project Contingency in the amount of One Hundred Eighty Seven Thousand Nine Hundred Dollars ($187,900.00); and

WHEREAS, in 2021, the City of Compton ("City") performed an update to the Pavement Management System, which identified approximately 144 miles of "Fair" to "Very Poor" condition categories of streets and these findings indicate that proper preventative maintenance is significantly overdue and presents safety and liability concerns to the City; and

WHEREAS, the Road Repair Service Project consist of providing road repair services citywide in accordance to the contract specifications and other contract documents, specifically, the Project will consist of pavement repairs such as grind & overlay rehabilitation methods on distressed areas; and

WHEREAS, since 2019, the City has completed approximately 74 street segment citywide under this program; and

WHEREAS, on July 12, 2023, the Public Works Engineering Department solicited a Notice of Inviting Bids (NIB) to contractors for the road repair services citywide; and

WHEREAS, the Project was advertised in the Compton Bulletin and on the City's website on July 12th and July 19th , 2023 and bids were received and opened on July 26th , 2023; and

WHEREAS, two (2) bids were received from the following contractors:

Contractors	**Amount**
All American Asphalt	$2,394,280
Hardy & Harper, Inc.	$1,879,000; and

WHEREAS, based upon review of submitted bid documents, it has been determined that Hardy & Harper, Inc. submitted the lowest responsive bid; and

WHEREAS, staff recommends City Council award the construction contract to Hardy & Harper in the amount of $1,879,000; and

WHEREAS, staff recommends establishing a ten percent (10%) contingency in the amount of $187,900 for any unforeseen costs be authorized for this Project; and

WHEREAS, funds in the amount of $2,066,900 are available in the Public Works Engineering Department's 2023-2024 Fiscal Year's budget in Account No. 2810-710-000-4269; and

WHEREAS, in order for the City Manager to enter into a construction contract with Hardy & Harper, Inc. ("Hardy & Harper") for road repair services citywide, establish a purchase order in the amount of One Million Eight Hundred Seventy Nine Thousand Dollars ($1,879,000.00) and authorize a Project Contingency in the amount of One Hundred Eighty Seven Thousand Nine Hundred Dollars ($187,900.00), City Council's authorization is necessary.

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

SECTION 1. That the bid of Hardy & Harper, Inc. in the amount of One Million Eight Hundred Seventy Nine Thousand Dollars ($1,879,000) is hereby accepted and all other bids rejected.

SECTION 2. That the City Manager, upon the advice of the City Attorney, is hereby authorized to enter into a construction contract with Hardy & Harper, Inc. for services performed on the Road Repair Services Project.

SECTION 3. That funds in the amount of $2,066,900 are available in the Public Works Engineering Department's 2023-2024 Fiscal Year's budget in Account No. 2810-710-000-4269.

SECTION 4. That a purchase order in the amount of $1,879,000 for construction costs is established for Hardy & Harper, Inc from account 2810-710-000-4269.

SECTION 5. That a Project Contingency amount of One Hundred Eighty Seven Thousand Nine Hundred Dollars ($187,900) is hereby authorized.

SECTION 6. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Public Works 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 _____, 2023.

_____
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, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2023.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

City of Compton
Road Repair Service Project Phase VII
List of Potential Streets

No.	Street Name	Limits
1.	129th Street	Grandee Avenue - End of Cul-De-Sac
2.	131st Street	Central Avenue - Parmelee Avenue
3.	132nd Street	Central Avenue - Parmelee Avenue
4.	133rd Street	Central Avenue - Parmelee Avenue
5.	133rd Street	Parmelee Avenue - Kalsman Avenue
6.	Gibson Avenue	McMillan Street - Olanda Street
7.	Killen Place	Bradfield Avenue - Ward Avenue
8.	Killen Place	Bradfield Avenue - Locust Avenue
9.	Killen Court	Killen Place - End of Cul-De-Sac
10.	500 Albertson Avenue	Spruce Street - 145th Street
11.	154th Street	Central Avenue - Stanford Avenue
12.	Amantha Avenue	154th Street - 159th Street
13.	157th Street	Amantha Avenue – Keene Avenue
14.	158th Street	Amantha Avenue – Keene Avenue
15.	159th Street	Amantha Avenue – Keene Avenue
16.	Muriel Avenue	Elizabeth Street - Marcelle Street
17.	Rose Avenue	Compton Boulevard - Laurel Street
18.	Willow Avenue	Compton Boulevard - Cypress Street
19.	Gladys Street	Willow Avenue - End of Cul-De-Sac
20.	Cocoa Street	Sante Fe Avenue - End of Cul-De-Sac

CONSTRUCTION SERVICES CONTRACT
BETWEEN
CITY OF COMPTON
AND
HARDY & HARPER, INC.
[Road Repair Services – City-Wide Road Repair Services Project]

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 **HARDY & HARPER, INC.** (hereinafter referred to as "**CONTRACTOR"**) located at 32 Rancho Circle, Lake Forest, California 92630.

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 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 Hardy & Harper, Inc. (Contractor/License No. 215952) to perform that work required pursuant to the "Road Repair Services Project

D. ("Project")**.**

E. Authorization to enter into this Contract is pursuant to Resolution No. _____, adopted by the City Council on _____, 2023.

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 Construction Services, including but not limited to all of the labor, materials and equipment necessary to complete the Project in accordance with the Contract Documents.

1.1.2 **"Contract Documents"** consists of this Contract (including all exhibits and schedules), any amendments and clarifications issued thereto, any "Bid/Unit Price Proposal/Scope of Work" submitted by the Contractor, the plans, general conditions, special provisions, standard and technical specifications, schedules, exhibits, drawings, designation of subcontractors, all required bonds, insurance policies, endorsements, certificates, permits, notices and affidavits, notice to proceed, notice of completion, any Change Orders, the provisions of the Standard Specifications for Public Works Construction ("Greenbook"), latest Edition (except as modified), Standard Specifications of the State of California Department of Transportation (CalTrans), latest Edition (except as modified), Work Area Traffic Control Handbook (WATCH), latest Edition, CalTrans Standard Drawings, latest edition, California Manual on Uniform Traffic Control Devices (CAMUTCD), 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 Public Work of Improvement.

City and Contractor acknowledge that City is a political subdivision of the State of California and that construction of the Project is to be funded with public funds.

1.3 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.

1.4 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 Project are to be performed in accordance with a specific performance standard, the Work shall be performed so as to achieve such standard.

1.5 Compliance with Applicable Laws.

Contractor 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. 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.

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

1.5.1 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.

1.5.2 Clayton Act and Cartwright Act. In accordance with Section 7103 of the California Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the City all rights, and interest in and all causes of action it may have under Section 4 of the Clayton Act or under the Cartwright Act, arising from the purchases of goods, services or materials pursuant to this Contract.

1.5.3 Subletting and Subcontracting. Contractor acknowledges and agrees that it is the City's intent for the provisions of the Subletting and Subcontracting Fair Practices Act (commencing with Section 4100 of the California Public Contract Code) to apply to all phases of the Work.

1.5.4 State Prevailing Wage Requirements. The Contractor's duty to pay 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 of not more than **Two Hundred Dollars (200.00)** 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 Contract, 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 attorneys' 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.

1.5.5 Employment of Apprentices. Pursuant to California Labor Code Section 1777.5, Contractor shall file with the appropriate Joint Apprenticeship Training Committee ("JATC"), a DAS-140 form registering to train apprentices. Only those programs approved by the California Apprenticeship Council are applicable to accept DAS-140 registration forms. In addition, contractor is required to make appropriate training contributions as set forth in the prevailing wage determination to each appropriate JATC, or in the alternative, to the California Apprenticeship Council.

.a Contractor shall forfeit to the City**,** as penalty of not more than **One Hundred Dollars ($100.00)** for each calendar day and be subject to debarment from future public works projects with the City for a period not to exceed three (3) years for failure of Contractor to register to train apprentices or failure to pay the appropriate training contribution.

1.5.6 Certified Payrolls. Pursuant to California Labor Code Section 1776, Contractor shall keep weekly payroll records, which shall be certified under penalty of perjury to record the proper payment of prevailing wages for this Project. City shall accept computer printouts (which are then certified) in lieu of the standard form as long as the computer printout provides all of the same information as required on the certified payroll form. Failure of Contractor to provide the certified payrolls within ten (10) days of a written deficiency notice from the City shall result in a penalty of **Twenty Five Dollars ($25.00)** per day per worker for each day of violation. City maintains the right to withhold any and all funds due the Contractor and/or his/her subcontractors in the event that certified payrolls are not maintained and provided to the City upon request.

1.5.7 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 Contract, and shall not violate any such law at any time during the term of this Contract. 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 Contract 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. Should Contractor employ undocumented aliens for the performance of work covered by this Contract, 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.

1.6 Key Personnel.

1.6.1 Contractor's Representative. Contractor hereby designates **Michael Murray, Vice-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.

1.6.2 City's Representative. City hereby designates the Director of the Public Works Department, or his/her designee, as City's Representative for this Project.

1.7 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 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.

1.8 Permits/Licenses.

Contractor verifies that it possesses all required **"Class"** Contractor's License(s) adequate to perform the work herein described and that all subcontractors of Contractor have equivalent licenses for their specific trades. Contractor further verifies that it and its

subcontractors are registered with the California Department of Industrial Relations ("DIR") to perform public work under the Labor Code.

Contractor understands and assumes all risk and sole responsibility, without any adjustment to the Contract Price or Contract Time, for obtaining all permits, licenses and approvals that may be necessary for the Project to be completely constructed and ready for occupancy by City.

Prior to or at the time of execution of this Contract, the 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 construction services to be performed hereunder shall be performed pursuant to the fee schedule, scope of work, the City Engineer and/or Project Manager, and other requirements contained in the Contract Documents. Contractor agrees to provide and furnish all necessary professionals, managers, supervisors, staff, equipment, materials, laborers, necessary tools, expendable equipment, all utility and transportation services and other facilities required to complete the following Work:

CITY-WIDE ROAD REPAIR SERVICES

The City-Wide Road Repair Services Project is aimed to provide city-wide street pavement services in accordance to the contract specifications and other contract documents. The project will consist of pavement repairs such as slurry seal and grid & overlay remediation methods designated areas throughout the City. The Contract shall provide 40,000 square yards of street preparation, 10,000 tons of asphalt installation, and adjust 12 manholes. The City shall provide the Contractor with street segment(s) and/or location(s) where repairs and work are to be performed. Contractor shall provide staff with the time and costs to complete the work and schedule to perform the requested repairs. After review, the City shall authorize the Contractor to perform the requested repairs and work.

2.2 Management of Construction Work.

In addition to the Construction Work, Contractor shall cooperate with the City, City's

Engineer and/or any construction management firm it may utilize as concerns and is incidental to construction projects of the nature and scope of this Project. The services required are not intended in any manner to diminish the overall responsibility of Contractor for the full and final completion of the Construction Work within the time and cost constraints specified in this Contract.

Contractor shall bear all costs associated with this Work, including, but not limited to, all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc., used by Contractor in connection with this Work.

3.0 CONTRACT PRICE

3.1 Total Compensation.

As full and complete compensation for the faithful performance of all of the Work hereunder performed by Contractor in accordance with the Contract Documents, City shall pay, and Contractor agrees to accept, a not-to-exceed maximum sum of **One Million Eight Hundred Seventy Nine Thousand Dollars ($1,879,000)** ("Contract Price")**,** subject to adjustments for changes in the Work as may be agreed to in writing by the City and Contractor.

3.2 The Contract Price, unless changed by Change Order, represents the absolute limit

of obligation or liability that City may ever have insofar as the cost for full and final completion of the Work, and the total of all payments to Contractor are concerned. Should additional amounts be required to be expended, over and above the Contract Price, to achieve completion of the Work, including project construction, and payment to Contractor, in accordance with this Contract, liability for and payment of such additional amounts shall be the sole responsibility of Contractor and its Contract surety herein, and City shall not be liable for same. Should the final cost of the construction work and Contractor's compensation total less than the Contract Price, or any approved revision thereof, the difference shall inure to the benefit of City and no claim for all or any portion of said difference shall be valid against or payable by City.

3.3 Payments.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Contractor. If Contractor fails to submit the required deliverable items according to schedule, 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 in accordance with the provisions of *California Public Contract Code, Section 20104.50*, upon receipt by the City of itemized invoices for services completed. City will verify the accuracy of the request, correct the charges where appropriate and make payment to the Contractor in an amount equal to the amount of such invoice, as verified or corrected by City. 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 Public Works Director/City Engineer or his/her designee at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

3.4 Retention.

Contractor agrees to the withholding of a 5% retention fee by the City**.** Unless there is a dispute, within sixty (60) days after the date of completion of the Work, the retention fee shall be released. If there is a dispute, the City may withhold from the final payment an amount not to exceed 150% of the disputed amount. For purposes of this section, "completion" means any of the following:

- The occupation and use of the improvement by the City after cessation of labor on the Work; or
- The acceptance of the Work by the City; or
- Cessation of labor on the Work of improvement for continuous period of at least 100 days, due to factors beyond the control of the City; or
- Cessation of labor on the Work of improvement for continuous period of at least 30 days if the City files for record a notice of cessation or a notice of completion.

-Or-

Pursuant to *Section 22300 of the Public Contract Code*, this Contract permits the substitution of securities for any monies withheld by a public agency to ensure performance under this Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank as the escrow agent, who shall then pay such monies to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.

Securities eligible for investment under this section shall include those listed in *Government Code Section 16430* or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, Contractor may request the City to make payment of earned retentions directly to the escrow agent at the expense of Contractor. Also at Contractor's expense, Contractor may direct investment of the payments in securities, and Contractor shall receive interest earned on such investment upon the same conditions as provided for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest and payments received by escrow agent from the City pursuant to the terms of Section 22300. Contractor shall pay to each subcontractor, not later than 20 days after receipt of such payment, the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to insure performance of Contractor.

3.5 Contractor's Warranty of Contract Price.

Contractor warrants and represents that the Contract Price, includes without Limitation: (i) all overhead, general and administrative expenses, including without limitation, both on-site and off-site direct job expenses and home office overhead for the Project and all fees and assessments for building and other permits for which Contractor is responsible, licenses and inspections required for the Project, and (ii) includes and assumes that from time to time Contractor will encounter delays, difficult conditions arising from limited access to work areas or other interferences for which responsibility is not otherwise attributable to Contractor and unforeseen conditions at the Site not constituting differing site conditions. Except as otherwise provided in the Contract Documents, Contractor assumes full responsibility for its examination, investigation and understanding of such delays and difficulties which may be encountered, and shall be deemed to have included in its Contract Price a sum to cover the cost and expense associated therewith.

4.0 TIME

4.1 Time of Essence.

Time is of the essence with respect to all time limits set forth in the Contract Documents.

4.2 Term.

4.2.1 Construction Services. Contractor agrees to commence the Work provided for herein within **10 calendar days** after receipt of the **Notification to Proceed** or as otherwise agreed in writing with the Director of his/her designee, and continue in a diligent, professional and worker-like manner as directed by the City without interruption until the each of the requested segment(s) and/or location(s) identified by the City for repairs and work is completed or within a total of **One Hundred Eighty (180) working**

days (this period is inclusive of time to procure needed materials, mobilization, etc.), whichever occurs first, unless this Contract is extended, suspended or terminated as provided herein.

.a Notwithstanding any other provisions of this Contract, Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to issuance of a Notice to Proceed. The City's knowledge of work being performed prior to issuance of the Notice to Proceed shall not obligate the City to accept or pay for such work. Contractor shall provide all required contract bonds and evidences of insurance prior to commencing work pursuant to this Contract.

4.3 Extensions.

The Contract Time shall not be extended except by a Change Order issued in accordance with the Contract Documents.

4.4 Compensation for Delay.

4.4.1 Sole Remedy. Extensions of time adjusting the Contract Time shall be Contractor's sole and exclusive remedy for delay for reasons beyond its reasonable control.

4.5 Liquidated Damages.

IF CONTRACTOR FAILS TO ACHIEVE SUBSTANTIAL COMPLETION OF THE WORK WITHIN THE PERIODS OF TIME REFERRED TO IN PARAGRAPH 4.2.1 OF THIS CONTRACT (AS ADJUSTED BY CHANGE ORDER FOR EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS), CITY WILL INCUR DAMAGES, THE AMOUNT OF WHICH WILL BE DIFFICULT OR IMPOSSIBLE TO ESTABLISH WITH CERTAINTY, INCLUDING BUT NOT LIMITED TO INEFFICIENCY AND DISRUPTION OF CITY'S OPERATIONS. THE PARTIES THEREFORE AGREE THAT FOR EACH DAY PAST THE COMPLETION DATES REFERRED TO IN PARAGRAPH 4.2.1 (AS ADJUSTED BY CHANGE ORDER FOR THE EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS) THAT THE WORK IS NOT SUBSTANTIALLY COMPLETE, CONTRACTOR SHALL PAY CITY THE SUM OF ONE THOUSAND DOLLARS ($1,000) FOR EACH CALENDAR DAY DELAYED BEYOND THE TIME PRESCRIBED FOR FINISHING THE WORK AS LIQUIDATED DAMAGES. THIS SUM REPRESENTS A REASONABLE EFFORT TO ESTIMATE FAIR COMPENSATION FOR THE FORESEEABLE LOSSES CITY WILL INCUR ON ACCOUNT OF DELAYS IN SUBSTANTIAL COMPLETION OF THE WORK AND IS NOT A PENALTY. IF LIQUIDATED DAMAGES ARE NOT PAID, THE CITY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONEY DUE OR THAT MAY BECOME DUE TO THE

CONTRACTOR UNDER THIS CONTRACT IN ADDITION TO ANY OTHER REMEDY AVAILABLE TO THE CITY. CONTRACTOR SHALL NOT BE ASSESSED LIQUIDATED DAMAGES IF THE DELAY IS CAUSED BY ACTS OF GOD WHICH COULD NOT REASONABLY HAVE BEEN FORSEEN OR GUARDED AGAINST; STRIKES, BOYCOTTS OR LIKE OBSTRUCTIVE ACTIONS BY CONTRACTOR'S OR IT'S SUBCONTRACTOR'S EMPLOYEES WHICH ARE BEYOND CONTRACTOR'S CONTROL; FAILURE OF CITY TO PERFORM; OR FAILURE OF A PUBLIC UTILITY TO RELOCATE OR REMOVE AN EXISTING UTILITY REQUIRED FOR PERFORMANCE OF THIS CONTRACT. CITY AND CONTRACTOR HEREBY INDICATE THEIR CONTRACT TO THE FOREGOING LIQUIDATED DAMAGES PROVISION:

_____ _____

City of Compton – City Manager **Contractor – Hardy & Harper, Inc.**

4.6 Construction Schedule.

Contractor shall prepare and submit to City a detailed Construction Baseline Schedule (showing all milestones with critical activities on the Baseline Schedule) for each street segment(s) and/or location(s) identified and requested for repairs and Work prior to commencing construction. No Work shall be started until the Schedule has been approved in writing by the City. The Construction Schedule shall be prepared, utilizing a time-scaled bar chart showing continuous flow from left to right and major milestones which are critical to the completion of the construction of the project and a clearly highlighted critical path. Durations and specific calendar dates shall be clearly and legibly shown for the start and finish of each activity. Activities shall be in sufficient detail to demonstrate a practical plan to complete the construction within the Contract Time.

5.0 CONSTRUCTION PHASE

5.1 General.

5.1.1 Contractor shall completely perform, to City's satisfaction, all of the Work in accordance with this Contract and other Contract Documents.

5.1.2 Unless otherwise provided in the Contract Documents, Contractor shall furnish, or cause to be furnished, and shall pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and

services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.

5.1.3 Contractor shall attend meetings with City as frequently as is necessary to the

expeditious performance of the Work for the purpose of discussing construction issues which may arise during the Project.

5.2 Supervision of Work.

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

5.3 Permits, Approvals, Licenses and Notices.

Contractor shall obtain and pay for (i) all permits, approvals, licenses and easements; and (ii) government charges and inspection fees pertaining to the construction of the Project.

5.4 Safety.

5.4.1 Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work.

5.4.2 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 the Project sites/locations;

.b Materials and equipment stored on the Project sites/locations or off the

Project sites/locations at locations for use in performance of the Work; and

.c The Project and all property located at the Project sites/locations, whether or not said property or structures are part of the Project or involved in the Work.

5.4.3 Contractor shall designate an individual at the Project sites/locations in the employ

of Contractor who shall act as Contractor's designated safety representative with a duty to prevent accidents.

5.4.4 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.

5.4.5 If City deems any part of the Work or Project sites/locations 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 adjustment in the Contract Price or Contract Time.

5.4.6 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 Project sites/locations.

.b Subsurface or latent physical conditions at the Project sites/locations differing from those indicated by information about the Project sites/locations made available to bidders prior to deadline for submitting bids.

.c Unknown physical conditions at the Project sites/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.

5.4.7 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.

5.5 Substitutions.

There shall be no substitutions in the Work or procedures or methods specified by the
Contract Documents for performing the Work, unless Contractor first receives written approval for such substitution from City.

5.6 Trade Contractors.

5.6.1 If applicable, Contractor shall employ only Trade Contractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Each Trade Contractor, of every tier, shall be fully bound to the Contract Documents in the same manner as Contractor is bound to City for all the requirements of the Contract Documents to the extent applicable to the Trade Contractor's portion of the Work.

5.6.2 Contractor assumes responsibility for the proper performance of the Work of Trade
Contractors, of every tier, and any acts or omissions in connection with such performance. Contractor shall coordinate the activities of all Trade Contractors, of every tier.

5.7 Separate Contractors.

5.7.1 Contractor agrees to reasonably cooperate with, and coordinate its activities so as not to interfere with, those Separate Contractors performing work at the Project sites/locations, so that the Project can be completed in an orderly and coordinated manner without delay.

5.7.2 If any part of the Work depends upon other work performed by Separate
Contractors, Contractor shall, prior to proceeding with that part of the Work, inspect such other work and promptly notify the City of any circumstance or fact that would render such other work unacceptable for the proper performance of the Work. Contractor shall not proceed with such part of the Work without further direction from the City. Contractor shall be liable for losses incurred due to any defects in such other work not so reported by Contractor.

6.0 ACCOUNTING RECORDS

6.1 Access.

Contractor shall keep, and shall include in its contracts with its Trade Contractors,

provisions requiring its Trade Contractors to keep, full and detailed accounts in accordance with the requirements of the Contract Documents and exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar Projects and be satisfactory to City and shall include preservation of such records for a period of four (4) years after final completion of the Work, or for such longer period as may be required by law.

Contractor shall allow, and shall include in its contracts with its Trade Contractors,

provisions requiring its Trade Contractors to allow, City or its authorized representative(s) and accountants, within twenty-four (24) hours after requested by City, to inspect, audit or reproduce any and all records relating to the Project. Such records shall include all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project, including without limitation the following: Contracts; purchase orders; leases; contracts; commitments; arrangements; notes; schedules; daily diaries; superintendent reports; drawings; receipts; vouchers; memoranda; accounting records; job cost reports, job cost files (including documentation covering negotiated settlements); backcharge logs; general ledgers; documentation of cash and trade discounts earned, insurance rebates and dividends; any documents customarily maintained by contractors performing work on a cost plus a fee basis; other documents that City otherwise deems necessary to substantiate charges or claims related to the Project.

6.2 Enforcement.

Contractor hereby consents and agrees that any failure by Contractor to provide access to

records as provided in this Article 6.0 shall be specifically enforceable by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony, to compel Contractor to permit access, inspection, audit and/or reproduction of the records or to require delivery of the records to City for inspection, audit and/or reproduction.

7.0 INDEMNITY, BONDS

7.1 Indemnity.

7.1.1 General Indemnity. To the fullest extent allowed by law, Contractor hereby agrees to defend, indemnify, and hold harmless City, its City Council, boards and commissions, officials, officers, agents, employees, representatives, insurers and volunteers (hereinafter collectively referred to as "City") through legal counsel acceptable to City, from and against any and all Losses arising directly or indirectly from, or in any manner relating to, any of the following: (i) any act or omission (negligent or otherwise) of Contractor, or by its Trade Contractors, of any tier; (ii) performance or nonperformance by Contractor or its Trade Contractors, of any tier, of any of the obligations under this Contract or the other Contract Documents; (iii) the construction activities of Contractor, or its Trade Contractors, of any tier, either on the Site or on other properties; (iv) the payment or nonpayment of money by Contractor, or by any of its Trade Contractors, of any tier; or (v) any personal injury, property damage or economic loss to third persons or entities associated with the performance or nonperformance by Contractor, or any of its Trade Contractors, of any tier; provided, however, that nothing contained herein shall be construed as obligating Contractor to indemnify the City for losses resulting from the City's sole negligence, active negligence or willful misconduct. Contractor shall pay City for any costs incurred in enforcing the defense and/or indemnity obligations under this provision. Nothing in this Section 7.1 shall be construed to give rise to any implied right of indemnity in favor of Contractor against the City.

7.1.2 Survival. The provisions of Paragraph 7.1.1 shall survive complete performance or termination of this Contract.

7.1.3 Severability. The invalidity of any portion of Paragraph 7.1.1 shall not affect or render unenforceable any other portions thereof.

7.2 Bonds.

7.2.1 Bond Forms. Prior to commencing any construction of the Work, and concurrently with the execution of this Contract, Contractor shall file with City good and sufficient "Labor and Material Payment" and "Performance" bonds in the amount of one hundred percent (100%) of the Contract Price for each. Contractor shall take steps to assure that the penal sum of the bonds shall be increased by the amount of any additive adjustments to the Contract Price due to Change Orders. The bonds shall be on forms satisfactory to and approved by City, signed by both Contractor and surety and properly notarized. Should any bond required hereunder or any surety on such bond become or be determined by City to be insufficient, it shall be replaced within ten (10) days by a bond

that fully complies with the requirements of this Paragraph 7.2.1. No further payments to Contractor for work performed shall be made or become due until Contractor has fully complied with the requirements of this Section 7.2.

7.2.2 Duration. The payment bond shall remain in effect until sixty (60) days after final completion of the Work and all claims by Contractor and Trade Contractors, of every tier, have been satisfied. The performance bond provided by Contractor shall remain in effect for the duration of the period of all warranties required by the Contract Documents and shall assure faithful performance of all of Contractor's obligations under the Contract Documents, including, without limitation, all obligations that survive final completion or termination, such as but not limited to Contractor's obligations under its warranties, guarantees and to defend and indemnify City.

7.2.3 Premiums. The premiums for all bonds are included in the Contract Price and
shall be paid by Contractor.

7.2.4 Obligees. The performance and payment bonds shall name the City as obligee.

7.2.5 Changes. Change Orders, Field Orders, Modifications, Scope Changes and other
Changes in the Work and adjustments to the Contract Price or Contract Time shall in no way release or exonerate Contractor or its sureties from their obligations and notice thereof shall be waived by such sureties.

7.2.6 Communications. City shall have the right to communicate with Contractor's sureties with respect to matters that are related to Contractor's performance of its obligations under the Contract Documents. Such communications shall not create or be interpreted as creating any contractual relationship between City and any such surety.

8.0 INSURANCE

8.1 Insurance Requirements. The Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance 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. In the event that the Contractor's operations are suspended for failure to maintain required insurance coverage, the Contractor shall not be entitled to an extension of time for completion of the Work because of production lost during suspension.

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 11 88, 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. Products and completed operations coverage shall be maintained for a minimum of two years after completion of the Work.

.a The policy shall contain no endorsements or provisions limiting coverage for (1) explosion, collapse or underground hazard (XCU); (2) products and completed operations; (3) contractual liability; (4) third party action over claims; (5) cross liability exclusion for claims or suits by one insured against another; or (6) 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 06 92 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 (as specified in the following paragraph); 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.

9.0 CHANGE ORDERS

9.1 Changes. City has the right, in its sole discretion, to make whatever changes it deems necessary or desirable to the Work; no change ordered by City shall entitle Contractor to an adjustment of the Contract Price or Contract Time unless it constitutes a Scope Change.

9.2 Change Orders. A Change Order is a written order signed by City and Contractor, and issued after execution of this Contract, authorizing an adjustment in the Contract Price and/or Contract Time. The Contract Price and Contract Time can be adjusted only by Change Order. No action, conduct, omission, prior failure or course of dealing by City shall act to waive, modify, change or alter the requirement that Change Orders must be in writing signed by City and that such written Change Orders are the exclusive method for effecting any adjustment to the Contract Price and Contract Time.

10.0 CERTIFICATIONS

10.1 Certification of Contractor. I, **Michael Murray**, **HEREBY CERTIFY** that I am the Vice - President, and duly authorized representative of the Contractor firm of **Hardy & Harper, Inc.** 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.

10.2 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:

10.2.1 Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency; and

10.2.2 Has not been suspended, debarred, voluntarily excluded or

determined ineligible
by any Federal, State or local agency within the past 3 years; and

10.2.3 Does not have a proposed debarment pending; and

10.2.4 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

10.2.5 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

10.2.5 Have not had one or more public transactions (Federal, State or local) terminated
for cause or default within the past 3 years.

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

_____
_____

Michael Murray, Vice-President **(Date)**

11.0 DEFAULT AND TERMINATION

11.1 Default by Contractor.

11.1.1 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.

11.1.2 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) working days after receipt of such written notice.

11.2 City's Rights and Remedies Upon Default.

11.2.1 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 Perform and Withhold. City may, without terminating this Contract, engage others to perform the Work or portion of the Work that has not been performed by Contractor and withhold the cost thereof to City from future payments to Contractor, reserving to itself all rights to recover losses related thereto.

.c Suspend this Contract. City may, without terminating this Contract and reserving to itself all rights to recover losses related thereto, suspend all or any portion of this Contract for as long a period of time as City determines, in its sole discretion, appropriate, in which event City shall have no obligation to adjust the Contract

Price or Contract Time, and shall have no liability to Contractor for adjustment to the Contract Price, Contract Time, or for losses, if City directs Contractor to resume Work.

.d 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.

.e Invoke the Performance Bond. City may, with or without terminating this Contract and reserving to itself all rights to recover losses related thereto, exercise its rights under the Contractor's performance bond.

11.2.2 Rights Cumulative. All of City's rights and remedies under this Contract is 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.

11.2.3 Monies. In the event of a termination or suspension of all or a portion of the Work due to a default by Contractor, City shall have the right, without releasing Contractor or its sureties from liability for failure to fulfill this Contract, to withhold all or a portion of the monies owing or retained until final completion of the Work. Any cost over and above the Contract Price arising from the suspension of operations of this Contract and the completion of the Work shall be paid by Contractor's sureties. Contractor will be paid any surplus monies remaining after all contract disputes have been resolved and finally determined.

11.2.4 Delays by Sureties. Without limitation to any of City's other rights or remedies under the law or in equity, City has the right to suspend the performance by Contractor's sureties in the event of any of the following: (i) failure of the sureties to begin work within a reasonable time in such manner as to ensure full compliance with the Contract Documents within the Contract Time; (ii) abandonment of the Work; (iii) if at any time City is of the opinion the Work is unnecessarily or unreasonably delayed; (iv) willful violation of any terms of this Contract; (v) failure to perform according to this Contract or the other

Contract Documents; or (vi) failure to follow instructions of City for performance of the Work within the Contract Time. City will serve notice of such failure upon the sureties and in the event the sureties neglect or refuse to cure the breach within the time specified in such notice, City shall have the power to suspend the operation or any part thereof of Contractor's sureties.

11.2.5 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 11.4.1, below.

11.2.6 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 Deductions. If City suffers a loss due to Contractor's nonperformance, then such loss shall be deducted from the amounts withheld. Should the amount withheld exceed the amount deducted, the balance will be paid to Contractor or its designee upon completion of the Project. If the loss incurred by City exceeds the amount withheld, Contractor shall be liable to City for the difference and shall promptly remit same to City.

.c No Release. If, however, City elects to terminate this Contract for cause, all monies due Contractor or retained under the terms of the Contract Documents shall be forfeited to City. Such forfeiture shall not release Contractor or its sureties from liability for failure to fulfill this Contract. Contractor and its sureties will be credited with the amount of monies forfeited toward any greater sum they may be liable for in connection with Contractor's default.

11.3 Suspension by City for Convenience. City may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time, as City may determine, with such period of suspension to be computed from the date of the written order. Without limitation to the foregoing, Contractor acknowledges that issuance of a suspension order by City due to circumstances relating to City's compliance with the California Environmental Quality Act is foreseeable and that such suspension order, regardless of its duration, shall not be considered a breach by City of this Contract. Upon receipt of a suspension order, Contractor shall, at City's expense, comply with its terms and take all reasonable steps to minimize costs allocable

to the Work covered by the suspension order during the period of work stoppage. Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by Contractor and City, City shall either cancel the suspension order or it shall have the right, without incurring a liability to Contractor for lost profits or consequential damages, to delete the Work covered by such suspension order by issuing a Change Order.

11.3.1 Resumption. If a suspension order is canceled or expires, Contractor shall resume and continue with the Work. A Change Order will be issued adjusting the Contract Price and/or the Contract Time for additional costs of work and delay necessarily caused by such suspension.

11.3.2 Suspension Order Required. The provisions of this Section 11.3 shall not apply if a suspension order is not issued by City. A suspension order shall not be required to stop the Work as permitted or required under any other provision of the Contract Documents.

11.4 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 11.4 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.

11.4.1 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 Provide to City a description, in writing no later than two (2) business days

after receipt of the notice of termination, complete copies of all subcontracts, purchase orders and contracts that are outstanding, including any change orders, amendments and modifications thereto, status of payments and balance owing, the status of performance and claims by Trade Contractors, together with such other information as City may determine necessary in order to decide whether to accept assignment of, or request Contractor to terminate the subcontract, purchase order or contract;

.d Promptly assign to City those subcontracts, purchase orders or contracts,

or portions thereof, that City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that City does not elect to accept by assignment; and

.e 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 Site or in transit thereto.

11.4.2 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 11.4.2, 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;

.b Plus, reasonable costs of work of Contractor and Trade Contractors for

(i) demobilizing, and (ii) administering the close out of its participation in the Project (including, without limitation, all billing and accounting functions) for a period of no longer than thirty (30) days after receipt of the notice of termination;

11.4.3 Trade Contractors. Contractor shall include provisions in all of its subcontracts,

purchase orders and other contracts with its Trade Contractors permitting termination for convenience by Contractor on terms that are consistent with this Contract and that afford no greater rights of recovery against Contractor for termination than are afforded to Contractor.

11.5 Contractor's Rights and Remedies.

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

.a The work is stopped for one hundred sixty (160) consecutive days, through no act or fault of Contractor, any Trade Contractor, of any tier, or any employee or agent of any of them, due to issuance of an order of a court or other governmental authority other than City having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.

.b 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.

11.5.2 Continuous Performance. Provided that Contractor is paid undisputed sums due under this Contract, Contractor shall not stop, delay or interrupt continuous performance of the Work by reason of any dispute or disContract with City, including, without limitation, any disputes or disContracts over payments of funds that are disputed in good faith by City.

12.0 MISCELLANEOUS PROVISIONS

12.1 Warranties. Contractor warrants and guarantees all equipment, materials, supplies and work furnished on the Project against defective construction or workmanship for a period of one (1) year following completion of the Project, except when a longer guaranty is provided by the supplier or manufacturer of the equipment. The Contractor warrants to the City that all materials and equipment furnished under this Contract will be new unless specified and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor expressly agrees to act as co-guarantor of such equipment and materials and the Contractor shall supply City with all warranty and guaranty documents relative to equipment and materials incorporated in the Work and guaranteed by their suppliers or manufacturers.

If within one (1) year after the date of completion of the Project, any of the

Work is found to be defective or not in accordance with the Contract documents, Contractor shall correct it or cause it to be corrected promptly after receipt of a written notice from the City to do so, at the Contractor's expense. This obligation shall survive completion or termination of the Contract. The City shall give notice promptly after discovery of the condition.

12.2 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. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

12.3 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 on the Project, 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 Trade Contractors who provide work to the Project, 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.

12.4 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.

12.5 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.

12.6 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.

12.7 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.

12.8 Conflict of Interest. The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by Contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any Contract, subcontract or arrangement with the City. Upon execution of this Contract and during its term, as appropriate, the Contractor shall disclose in writing to the City, any other Contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the City interest and the interests of the third parties.

12.9 City's Quality Assurance Plan. The City shall evaluate Contractor's performance under this Contract. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the City determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the City. The report will include improvement/corrective action measures taken by the City and the Contractor. If improvement does not occur consistent with the corrective action measures, the City may terminate this Contract or seek other remedies as specified in this Contract.

12.10 Copyrights. No report, maps, or other documents produced in whole or in part under 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.

12.11 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.

12.12 Employees of Contractor. Worker's Compensation: Contractor understands and agrees that all persons furnishing services to the City pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of Contractor. Contractor shall bear sole responsibility

and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the City under this Contract.

Professional Conduct: 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 City will properly investigate all charges of harassment by residents, employees, agents or subcontractors.

12.13 Patent Rights. The City will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under this Contractor.

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

12.15 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.

12.16 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 Change Order. 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.

12.17 Water Pollution Control.

12.17.1 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.

12.18 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. The Contractor shall complete a W9 Form in the form provided by the City.

13.0 NOTICES

13.1 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 (b) on the fifth (5^{th}) day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided, or (c) one (1) business day after send by facsimile transmission.

13.2 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
(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:

Hardy & Harper, Inc.
32 Rancho Circle
Lake Forest, California 92630
Attn: Michael Murray
(714) 444-1851
(714) 444-2801 - Fax

13.3 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.

HARDY & HARPER, INC.
CONTRACTOR

Dated: _____ **By**
_____

Michael Murray, Vice - President

CITY OF COMPTON

Approved by:

Dated: _____ **By**

_____

Jerome Groomes, City Manager

Approved as to form:

By _____ **Dated:**

_____

Eric J. Perrodin, City Attorney

ATTEST:

Dated: _____ **By**

_____

Vernell McDaniel, City Clerk

September 5, 2023

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR WILLDAN ENGINEERING TO PREPARE AN ENGINEERING AND TRAFFIC SURVEY TO ESTABLISH SPEED LIMITS CITYWIDE ($28,700).

SUMMARY

Adoption of this resolution will accept the proposal of and authorize the City Manager to enter into a professional services agreement with Willdan Engineering to prepare an engineering and traffic survey to establish citywide speed limits and authorize the issuance of a purchase order in the amount not-to-exceed amount of $28,700.00.

BACKGROUND

In compliance with State laws and the governing California Vehicle Code, vehicle speed laws can only be enforced when speed limits of a roadway are determined by an engineering and traffic survey. The Engineering and Traffic Survey is an engineering study of the prevailing speeds and a review of the traffic conditions of the roadway which is completed every five years for streets greater than 40’ in width, regardless of the street’s classification.

The local streets have a prima facie speed limit of 25 mph unless a different speed limit is determined by an engineering study. Speed limits in California are governed by the California Vehicle Code (CVC), Section 627, 22348 through 22413 and 40802.

The City of Compton last performed a speed zone study in 2016. A list of streets with engineered speed controls are attached. The current study has expired. Thus a new study needs to be performed.

To comply with Vehicle Code requirements, the Public Works Engineering Department is requesting the services of a qualified and experienced engineering firm to perform a traffic survey to establish speed limits citywide.

On March 22, 2023, the Public Works Engineering Department advertised for Requested For Proposals (RFPs) from qualified firms to prepare an engineering and traffic survey to established speed limits citywide.

On April 20, 2023, the City received a total of six (6) proposals that were reviewed and ranked by City staff. The top three (3) firms were selected based on their responsiveness, qualifications, costs, work experience, and professional expertise. The top three firms were ranked as follows:

Rank	Firm	Location	Amount
1	KOA	Monterey Park, CA	$106,522.00
2	Willdan Engineering	Industry, CA	$ 28,700.00
3	Minager & Associates	Laguna Hills, CA	$ 33,946.00

After careful consideration, the review committee determined that the proposal submitted by Willdan Engineering was the lowest responsive bidder. Willdan Engineering staff serves as City Traffic Engineer for 42 Southern California cities and is well-versed in the practical and political implications of speed zoning. Both Willdan's professional and technical personnel are thoroughly familiar with the State Vehicle Code requirements for completion of Engineering and Traffic Surveys, including the most current California Manual on Uniform Traffic Control Devices and Assembly Bill 43 which went into effect in 2022. Willdan's radar operators are certified and regularly trained beyond industry standards. The project will take approximately 71 days.

The scope of services will include the following:

A. Obtain Documents: Obtain any necessary maps and other documents required to perform the work.

B. Field Inspection: Conduct a field inspection of all street segments to be included in the traffic survey to determine the street geometries and roadside conditions for justification of speed limits.

C. Traffic Volume Counts: Conduct a one-day machine directional traffic volume counts at specified locations. The count data shall be provided in no less than one-hour increments. The machine counts will be located approximately at the midpoint of the street segment and taken on a typical school weekday.

D. Manual Spot Speed Surveys: Conduct a spot speed survey in each direction using calibrated radar or laser equipment operated by a certified radar operator as required in the California Vehicle Code at all locations. Provide copy of radar certification for each radar operator conducting the speed surveys.

E. Collision History: Analyze traffic collision data from SWITRS for the last three years to determine the number of total and speed related traffic collisions for each street segment.

F. Traffic Survey: Observe, measure, and record speed and volume data for vehicular traffic on city streets with engineered speed controls.

G. Report: Perform data analysis and statistical calculations as necessary to perform the work, and prepare a report which includes: Cover letter sign by responsible traffic engineer, table of contents, introduction including a description of the elements of the traffic survey and applicable vehicle codes and state requirements, description of study methodology, summary of findings table including location, posted speed limit, critical speed, recommended speed limit, average daily traffic (ADT), accidents per million vehicle miles and comments, narrative explanation of segments with special conditions or a proposed change in posted speed limit, segment summary sheets, including but not limited to speed survey information, posted and recommended speed limit, collision data, AMVM calculation, traffic volume data, conditions not readily apparent to the driver, other roadway and land use factors, and signed certification statement, traffic volume and posted/recommended speed limit maps.

H. Meetings and Presentations: The consultant will meet with City staff to discuss the project at three stages of the project, at the direction of City staff. The meetings are presently contemplated to occur at the following stages of the project:

1. Prior to beginning work ("Kick-Off Meeting"),
2. At the completion of the work (in approximately 71 days), the Consultant will meet with City staff to submit the draft report, and
3. After the report has been reviewed by the City and all corrections have been made, the Consultant will meet with City staff to deliver the final report.

STATEMENT OF ISSUE

Therefore, in order to accept the proposal of Willdan Engineering and authorize the City Manager to enter into a professional services agreement with Willdan Engineering to prepare an engineering and traffic survey to establish citywide speed limits and authorize the issuance of a purchase order in the amount not-to-exceed $28,700.00, City Council's authorization is necessary.

FISCAL IMPACT

Funds in the amount of $28,700 are available in Public Works Engineering Department's Fiscal Year 2023-2024 budget in Account No.1900-710-000-4262

ALTERNATIVE

No alternative is recommended.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

JOHN D. STRICKLAND, JR.
DIRECTOR OF PUBLIC WORKS

APPROVED FOR FORWARDING:

JERRY GROOMES
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR WILLDAN ENGINEERING TO PREPARE AN ENGINEERING AND TRAFFIC SURVEY TO ESTABLISH SPEED LIMITS CITYWIDE ($28,700).

WHEREAS, adoption of this resolution will accept the proposal of and authorize the City Manager to enter into a professional services agreement with Willdan Engineering to prepare an engineering and traffic survey to establish citywide speed limits and authorize the issuance of a purchase order in the amount not-to-exceed amount of $28,700.00; and

WHEREAS, in compliance with State laws and the governing California Vehicle Code, vehicle speed laws can only be enforced when speed limits of a roadway are determined by an engineering and traffic survey; and

WHEREAS, the Engineering and Traffic Survey is an engineering study of the prevailing speeds and a review of the traffic conditions of the roadway which is completed every five years for streets greater than 40' in width, regardless of the street's classification; and

WHEREAS, the local streets have a prima facie speed limit of 25 mph unless a different speed limit is determined by an engineering study; and

WHEREAS, speed limits in California are governed by the California Vehicle Code (CVC), Section 627, 22348 through 22413 and 40802; and

WHEREAS, the City of Compton last performed a speed zone study in 2016 and a list of streets with engineered speed controls are attached; and

WHEREAS, the current study has expired and thus a new study needs to be performed; and

WHEREAS, to comply with Vehicle Code requirements, the Public Works Engineering Department is requesting the services of a qualified and experienced engineering firm to perform a traffic survey to establish speed limits citywide; and

WHEREAS, on March 22, 2023, the Public Works Engineering Department advertised for Requested For Proposals (RFPs) from qualified firms to prepare an engineering and traffic survey to established speed limits citywide; and

WHEREAS, on April 20, 2023, the City received a total of six (6) proposals that were reviewed and ranked by City staff and the top three (3) firms were selected based on their responsiveness, qualifications, costs, work experience, and professional expertise. The top three firms were ranked as follows:

Rank	Firm	Location	Amount
1	KOA	Monterey Park, CA	$106,522.00
2	Willdan	Industry, CA	$ 28,700.00
3	Minager	Laguna Hills, CA	$ 33,946.00; and

WHEREAS, after careful consideration, the review committee determined that the proposal submitted by Willdan Engineering was the lowest responsive bidder; and

WHEREAS, Willdan Engineering staff serves as City Traffic Engineer for 42 Southern California cities and is well-versed in the practical and political implications of speed zoning; and

WHEREAS, both Willdan's professional and technical personnel are thoroughly familiar with the State Vehicle Code requirements for completion of Engineering and Traffic Surveys, including the most current California Manual on Uniform Traffic Control Devices and Assembly Bill 43 which went into effect in 2022; and

WHEREAS, Willdan's radar operators are certified and regularly trained beyond industry standards; and

WHEREAS, the scope of services will include the following:

A. Obtain Documents: Obtain any necessary maps and other documents required to perform the work.

B. Field Inspection: Conduct a field inspection of all street segments to be included in the traffic survey to determine the street geometries and roadside conditions for justification of speed limits.

C. Traffic Volume Counts: Conduct a one-day machine directional traffic volume counts at specified locations. The count data shall be provided in no less than one-hour increments. The machine counts will be located approximately at the midpoint of the street segment and taken on a typical school weekday.

D. Manual Spot Speed Surveys: Conduct a spot speed survey in each direction using calibrated radar or laser equipment operated by a certified radar operator as required in the California Vehicle Code at all locations. Provide copy of radar certification for each radar operator conducting the speed surveys.

E. Collision History: Analyze traffic collision data from SWITRS for the last three years to determine the number of total and speed related traffic collisions for each street segment.

F. Traffic Survey: Observe, measure, and record speed and volume data for vehicular traffic on city streets with engineered speed controls.

G. Report: Perform data analysis and statistical calculations as necessary to perform the work, and prepare a report which includes: Cover letter sign by responsible traffic engineer, table of contents, introduction including a description of the elements of the traffic survey and applicable vehicle codes and state requirements, description of study methodology, summary of findings table including location, posted speed limit, critical speed, recommended speed limit, average daily traffic (ADT), accidents per million vehicle miles and comments, narrative explanation of segments with special conditions or a proposed change in posted speed limit, segment summary sheets, including but not limited to speed survey information, posted and recommended speed limit, collision data, AMVM calculation, traffic volume data, conditions not readily apparent to the driver, other roadway and land use factors, and signed certification statement, traffic volume and posted/recommended speed limit maps.

H. Meetings and Presentations: The consultant will meet with City staff to discuss the project at three stages of the project, at the direction of City staff. The meetings are presently contemplated to occur at the following stages of the project:

1. Prior to beginning work ("Kick-Off Meeting"),
2. At the completion of the work (approximately 71 days), the Consultant will meet with City staff to submit the draft report, and
3. After the report has been reviewed by the City and all corrections have been made, the Consultant will meet with City staff to deliver the final report; and

WHEREAS, funds in the amount of $28,700 are available in Public Works Engineering Department's Fiscal Year 2023-2024 budget in Account No.1900-710-000-4262; and

WHEREAS, in order to accept the proposal of Willdan Engineering and authorize the City Manager to enter into a professional services agreement with Willdan Engineering to prepare an engineering and traffic survey to establish citywide speed limits and authorize the issuance of a purchase order in the amount not-to-exceed $28,700.00, City Council's authorization is necessary.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney, is hereby authorized to enter into a professional services agreement with Willdan Engineering to prepare an engineering and traffic survey to establish citywide speed limits and authorize the issuance of a purchase order in the amount not-to-exceed $28,700.00

SECTION 2. That funds for this expenditure are available in the 2023-2024 Fiscal Year budget in Account No. 1900-710-000-4262

SECTION 3. That a purchase order is authorized to be issued in an amount of Twenty Eight Thousand Seven Hundred Dollars ($28,700.00).

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

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

ADOPTED this ___ day of _____, 2023.

_____
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, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2023.

That said Resolution was adopted by the following vote:

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

_____
CITY CLERK OF THE CITY OF COMPTON

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
WILLDAN ENGINEERING

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **WILLDAN ENGINEERING** (hereinafter referred to as **"CONSULTANT"**), located at 13191 Crossroads Parkway North, Suite 405 Industry, California. 91746-3443.

RECITALS:

WHEREAS, in compliance with State laws and the governing California Vehicle Code, vehicle speed laws can only be enforced when speed limits of a roadway are determined by an engineering and traffic survey; and

WHEREAS, the Engineering and Traffic Survey is an engineering study of the prevailing speeds and a review of the traffic conditions of the roadway which is completed every five years for streets greater than 40' in width, regardless of the street's classification; and

WHEREAS, the local streets have a prima facie speed limit of 25 mph unless a different speed limit is determined by an engineering study. Speed limits in California are governed by the California Vehicle Code (CVC), Section 627, 22348 through 22413 and 40802.

WHEREAS, the City of Compton last performed a speed zone study in 2016. A list of streets with engineered speed controls are attached. The current study has expired. Thus a new study needs to be performed.

WHEREAS, to comply with Vehicle Code requirements, the Public Works Engineering Department is requesting the services of a qualified and experienced engineering firm to perform a traffic survey to establish speed limits citywide.

WHEREAS, the City last performed a speed zone study in 2016, which is outdated, thus a new study needs to be performed; and

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced engineering firm to perform an engineering and traffic survey to establish speed limits citywide; and

WHEREAS, by Resolution No. _____, adopted on the __ of _____ 2023, the City Council authorized the City Manager to accept the proposal of the Consultant (Willdan Engineering) and enter into a contract to provide the necessary services; and

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

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

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

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and be responsible for preparing traffic engineering and traffic survey reporting for selected streets within the City in order to establish updated speed limits that can be enforced using radar. The scope of services to be provided includes, but may not be limited to completion of the following tasks and deliverables:

A. Obtain Documents: Obtain any necessary maps and other documents required to perform the work.

B. Field Inspection: Conduct a field inspection of all street segments to be included in the traffic survey to determine the street geometries and roadside conditions for justification of speed limits.

C. Traffic Volume Counts: Conduct a one-day machine directional traffic volume counts at specified locations. The count data shall be provided in no less than one-hour increments. The machine counts will be located approximately at the midpoint of the street segment and taken on a typical school weekday.

D. Manual Spot Speed Surveys: Conduct a spot speed survey in each direction using calibrated radar or laser equipment operated by a certified radar operator as required in the California Vehicle Code at all locations. Provide copy of radar certification for each radar operator conducting the speed surveys.

E. Collision History: Analyze traffic collision data from SWITRS for the last three years to determine the number of total and speed related traffic collisions for each street segment.

F. Traffic Survey: Observe, measure, and record speed and volume data for vehicular traffic on city streets with engineered speed controls.

G. Report: Perform data analysis and statistical calculations as necessary to perform the work, and prepare a report which includes: Cover letter sign by responsible traffic engineer, table of contents, introduction including a description of the elements of the traffic survey and applicable vehicle codes and state requirements, description of study methodology, summary of findings table including location, posted speed limit, critical speed, recommended speed limit, average daily traffic (ADT), accidents per million vehicle miles and comments, narrative explanation of segments with special conditions or a proposed change in posted speed limit, segment summary sheets, including but not limited to speed survey information, posted and recommended speed limit, collision data, AMVM calculation, traffic volume data, conditions not readily apparent to the driver, other roadway and land use factors, and signed certification statement, traffic volume and posted/recommended speed limit maps.

H. Meetings and Presentations: The consultant will meet with City staff to discuss the project at three stages of the project, at the direction of City staff. The meetings are presently contemplated to occur at the following stages of the project:

1. Prior to beginning work ("Kick-Off Meeting"),
2. At the completion of the work, the Consultant will meet with City staff to submit the draft report, and
3. After the report has been reviewed by the City and all corrections have been made, the Consultant will meet with City staff to deliver the final report.

Deliverables: Five (5) copies of the Draft Engineering and Traffic Survey Report; one (1) electronic copy of Draft Engineering and Traffic Survey Report; Five (5) copies of Final Report; one (1) electronic copy of the Final Engineering and Traffic Survey Report; Original field data sheets, including full-sized Speed Limits Maps attached to draft and final reports.

As more fully described in Consultant's **"Service Proposal – Technical Proposal for Citywide Engineering and Traffic Survey,"** dated April 20, 2023, which is attached hereto and incorporated by this reference herein.

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the Services, Consultant agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City**.**

Consultant services hereunder shall be performed in good, workmanlike and professional manner. Consultant shall be responsible for correcting and completing all errors and omissions related to the services provided by the Consultant for this Agreement at no additional cost to the City**.** "Errors" and "Omissions" for purposes of this paragraph are defined to mean a failure by the Consultant to meet the standards of its profession as set forth in the preceding paragraph. The acceptance of the services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control. On demand of City, if any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the services.

Vanessa Munez, PE, TE, President of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein within ten (10) days after Consultant has received written Notification to Proceed from the City and to continue in a diligent and professional manner until the project is complete, unless

terminated earlier. The parties anticipate that Consultant's services will be completed within 71 days after commencement.

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

Consultant acknowledges the importance to City of the project schedule and agrees to put forth its best professional efforts to perform the services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

3. Compensation. The method of payment for this Contract will be on a fee-for-services basis, which includes hours for work tasks, project management, radar survey, ADT counts, engineering, analysis and coordination services, as specified within Consultant's "Cost Proposal" included within Consultant's incorporated Proposal. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City**.**

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

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

As full and complete compensation for performance of all the services agreed to be performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **Twenty Eight Thousand Seven Dollars ($28,700.00).**

In the event of termination, the Consultant shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any noncancellable obligations incurred prior to termination; provided, however, that the City may condition payment of such compensation upon the Consultant's delivery to the City of any

and all City property, documents, reports, records, materials and work product associated with the performance of this Agreement.

4. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

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

The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

6. Successors, Assignment and Delegation. City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto

and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

The expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement or the performance of any of Consultant's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of Consultant's rights, duties or obligations arising under this Agreement shall be null and void.

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

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

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

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

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

employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

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

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

Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the below-designated insured's except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

11.1 Commercial General Liability Insurance. $1,000,000 combined single-limit per occurrence for bodily injury, personal injury, property damage and contractual liability. If the submitted policies contain aggregate limits, general aggregate limits shall apply separately to the work under this Agreement or the general aggregate shall be twice the required per occurrence limit. Claims-made coverage is not acceptable.

11.2 Commercial Automobile Liability. $1,000,000 combined single-limit per accident for bodily injury and property damage. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles and equipment, or coverage for "any auto".

11.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of $1,000,000 per accident for bodily injury and which specifically covers all persons providing services by or on behalf of the Consultant and all risks to such persons under the Agreement. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

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

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

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

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

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

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

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

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

ordinances, Consultant shall notify the City in writing and the parties agree to work cooperatively to resolve the conflict.

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

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

Either Party, upon tendering fifteen (15) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

18. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

19. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim

may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

_____ _____

Vanessa Munuz, PE, TE, President **(Date)**

21. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

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

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

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

25. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

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

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

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

29. Notices. Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

To Consultant:

WILLDAN ENGINEERING
13191 Crossroads Parkway North, Suite 405
Industry, CA 91746-3443
Attn: Vanessa Munoz, PE, TE, President
(562) 908-6200
(562) 695-2120 – fax.

To City:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Public Works Department
(310) 605-5505
(310) 605-6326 – fax.

Copy to:

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

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

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

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

WILLDAN ENGINEERING
CONSULTANT

Dated: _____ **By** _____
Vanessa Munoz, PE, TE, President

Approved by:

Dated: _____ **By** _____
Jerry Groomes, City Manager

Approved as to form:

By _____ **Dated: _____**
Eric J. Perrodin, City Attorney

ATTEST:

Dated: _____ **By _____**
Vernell McDaniel, City Clerk

ATTACHMENT

STREETS WITH ENGINEERED SPEED CONTROLS

The Compton City streets with engineered speed controls are:

NO.	STREET	FROM	TO	POSTED
1	EAST ALAMEDA ST	AUTO DRIVE	GREENLEAF BLVD	35
2	EAST ALAMEDA ST	GREENLEAF BLVD	COMPTON BLVD	35
3	EAST ALAMEDA ST	COMPTON BLVD	ROSECRANS AVE	35
4	EAST ALAMEDA ST	ROSECRANS AVE	NORTH CITY LIMIT	40
5	WEST ALAMEDA ST	SOUTH CITY LIMIT	GREENLEAF BLVD	40
6	WEST ALAMEDA ST	GREENLEAF BLVD	ALONDRA BLVD	40
7	WEST ALAMEDA ST	ALONDRA BLVD	COMPTON BLVD	40
8	WEST ALAMEDA ST	COMPTON BLVD	ROSECRANS AVE	40
9	WEST ALAMEDA ST	ROSECRANS AVE	NORTH CITY LIMIT	45
10	ALONDRA BLVD	WEST CITY LIMIT	WILMINGTON AVE	40
11	ALONDRA BLVD	WILMINGTON AVE	ALAMEDA ST	40
12	ALONDRA BLVD	ALAMEDA ST	LONG BEACH BLVD	40
13	ALONDRA BLVD	LONG BEACH BLVD	EAST CITY LIMIT	40
14	APRA ST	VICTORIA ST	ACACIA AVE	45
15	ARTESIA BLVD (EB)	CENTRAL AVE	ACACIA AVE	45
16	ARTESIA BLVD (WB)	CENTRAL AVE	ACACIA AVE	45
17	ARTESIA BLVD	ACACIA AVE	SANTA FE AVE	45
18	ARTESIA BLVD	SANTA FE AVE	SUSANA/ HARBOR	45
19	ATLANTIC AVE	ALONDRA BLVD	SOUTH CITY LIMIT	35
20	BRADFIELD AVE	ROSECRANS AVE	COMPTON BLVD	30
21	BULLIS RD	COMPTON BLVD	ROSECRANS AVE	30
22	BULLIS RD	ROSECRANS AVE	NORTH CITY LIMITS	30
23	CENTRAL AVE	SOUTH CITY LIMIT	GREENLEAF BLVD	40

NO.	STREET	FROM	TO	POSTED
24	CENTRAL AVE	GREENLEAF BLVD	COMPTON BLVD	40
25	CENTRAL AVE	COMPTON BLVD	ROSECRANS AVE	40
26	CENTRAL AVE	ROSECRANS AVE	NORTH CITY LIMIT	45
27	COMPTON AVE	SLATER AVE	EL SEGUNDO BLVD	35
28	COMPTON BLVD	WEST CITY LIMIT	WILMINGTON AVE	35
29	COMPTON BLVD	WILMINGTON AVE	ACACIA AVE	35
30	COMPTON BLVD	ACACIA AVE	SANTA FE AVE	35
31	COMPTON BLVD	SANTA FE AVE	BULLIS RD	40
32	COMPTON BLVD	BULLIS RD	EAST CITY LIMIT	40
33	EL SEGUNDO BLVD	CENTRAL AVE	WILMINGTON AVE	40
34	GREENLEAF BLVD	CENTRAL AVE	WILLOWBROOK AVE	40
35	GREENLEAF BLVD	WILLOWBROOK AVE	LONG BEACH BLVD	40
36	GREENLEAF BLVD	LONG BEACH BLVD	EAST CITY LIMIT	35
37	LONG BEACH BLVD	SOUTH CITY LIMIT	ALONDRA BLVD	40
38	LONG BEACH BLVD	ALONDRA BLVD	COMPTON BLVD	35
39	LONG BEACH BLVD	COMPTON BLVD	ROSECRANS AVE	35
40	LONG BEACH BLVD	ROSECRANS AVE	NORTH CITY LIMIT	35
41	MANVILLE ST	WEST CITY LIMIT	EAST CITY LIMIT	35
42	McMILLAN ST	THORSON AVE	EAST CITY LIMIT	25
43	PALMER ST	ALAMEDA ST	SANTA FE AVE	30
44	PALMER ST	SANTA FE AVE	LONG BEACH BLVD	30
45	PARMELEE AVE	138TH ST	EL SEGUNDO BLVD	30
46	ROSECRANS AVE	WEST CITY LIMIT	WILMINGTON AVE	40
47	ROSECRANS AVE	WILMINGTON AVE	ACACIA AVE	40
48	ROSECRANS AVE	ACACIA AVE	SANTA FE AVE	40
49	ROSECRANS AVE	SANTA FE AVE	BULLIS RD	40
50	ROSECRANS AVE	BULLIS RD	EAST CITY LIMIT	40

NO.	STREET	FROM	TO	POSTED
51	SANTA FE AVE	ARTESIA BLVD	GREENLEAF BLVD	40
52	SANTA FE AVE	GREENLEAF BLVD	ALONDRA BLVD	40
53	SANTA FE AVE	ALONDRA BLVD	COMPTON BLVD	40
54	SANTA FE AVE	COMPTON BLVD	ROSECRANS AVE	40
55	SANTA FE AVE	ROSECRANS AVE	NORTH CITY LIMIT	40
56	VICTORIA ST	WILMINGTON AVE	APRA ST	40
57	VICTORIA ST	APRA ST	SOUTH CITY LIMIT	45
58	WALNUT ST	WEST CITY LIMIT	WILMINGTON AVE	35
59	WALNUT ST	WILMINGTON AVE	ACACIA AVE	35
60	WILLOWBROOK AVE (EAST)	GREENLEAF BLVD	ALONDRA BLVD	30
61	WILLOWBROOK AVE (EAST)	ALONDRA BLVD	COMPTON BLVD	30
62	WILLOWBROOK AVE (EAST)	COMPTON BLVD	ROSECRANS AVE	30
63	WILLOWBROOK AVE (WEST)	GREENLEAF BLVD	ALONDRA BLVD	30
64	WILLOWBROOK AVE (WEST)	ALONDRA BLVD	COMPTON BLVD	35
65	WILLOWBROOK AVE (WEST)	COMPTON BLVD	ROSECRANS AVE	35
66	WILMINGTON AVE	SOUTH CITY LIMIT	GREENLEAF BLVD	35
67	WILMINGTON AVE	GREENLEAF BLVD	ALONDRA BLVD	35
68	WILMINGTON AVE	ALONDRA BLVD	COMPTON BLVD	40
69	WILMINGTON AVE	COMPTON BLVD	ROSECRANS AVE	35
70	WILMINGTON AVE	ROSECRANS AVE	NORTH CITY LIMIT	35

City of Compton

Proposal

Citywide Engineering and Traffic Survey

April 20, 2023

WILLDAN

April 20, 2023

Mr. John D. Strickland, Jr.
Project Manager
City of Compton
Public Works Engineering Department
205 South Willowbrook Avenue
Compton, CA 90220

Subject: Technical Proposal for Citywide Engineering and Traffic Survey

Dear Mr. Strickland:

Willdan Engineering (Willdan) is especially qualified to prepare a citywide engineering and traffic survey to establish speed limits and conducting 24-hour vehicle volume counts in the City of Compton.

Willdan Engineering offers a unique and efficient perspective to meet your expectations for this endeavor. Our professional staff serves as City Traffic Engineer for 42 Southern California cities and is well-versed in the practical and political implications of speed zoning. Both our professional and technical personnel are thoroughly familiar with the State Vehicle Code requirements for completion of Engineering and Traffic Surveys, including the most current California Manual on Uniform Traffic Control Devices (CA MUTCD) and Assembly Bill 43 which went into effect in 2022. Our radar operators are certified and regularly trained beyond industry standards. We have conducted Engineering and Traffic Surveys for numerous jurisdictions throughout Southern California, covering a wide range of traffic conditions on thousands of roadway miles, and building a wealth of related experience.

We use our own in-house professional engineers and supplement our technicians with City Traffic Counters, whom we regularly team with for the collection of radar survey and to ensure complete quality control of our work effort and of our ability to provide these services on time and within budget.

Firm Qualifications

Willdan Engineering (Willdan), a subsidiary of Willdan Group, Inc., has provided superior engineering and planning consulting services for more than 50 years. During that time, Willdan has earned an outstanding reputation as problem solvers by successfully delivering comprehensive, yet tailored, solutions to meet the specific needs of municipalities, counties, and special districts—as well as state and federal agencies—throughout California, the Southwest, and nationwide.

Combining an integrated approach with state-of-the-art technical resources, depth of staffing, and services that are both wide ranging and complementary, Willdan supports all phases of project development from concepts and financing through final design and construction. Throughout these phases our emphasis is on strong project management, cost effectiveness, timely performance, and consistent reciprocal communication—both with our clients and among our internal and external resources.

Highly Skilled Project Manager

Ms. Nicolle Spann, PE, TE, Willdan's proposed Project Manager, possesses over 8 years of traffic engineering, transportation planning, and grant funding application experience. Ms. Spann has performed Engineering and Traffic Surveys for over 1,000 street segments throughout California including the Cities of Covina, Inglewood, Arcadia, West Covina, Temecula, Downey, San Bernardino, Rancho Palos Verdes, and County of Napa. She is intimately familiar with setting speed limits utilizing the data collected and the California MUTCD and California Vehicle Code. Ms. Spann also has had some more recent experience and exposure to the changes set forth in AB-43.

Traffic Engineering

Willdan's Traffic and Transportation Group specializes in traffic engineering and transportation planning services to governmental agencies. The Group's experience and expertise covers nearly all facets of traffic and transportation engineering, from handling citizen complaints to managing multi-million dollar capital improvement projects. In addition to their independent projects, this division provides transportation services to support the office's public works design services, planning services, and contract administration services. Since its establishment in September 1982, the Traffic and Transportation Group has greatly expanded in size and service capabilities. Today, the division has a staff of 18 individuals, eight of whom are registered civil or traffic engineers in the State of California. These registered engineers are highly qualified professionals with combined traffic experience exceeding 150 years. This experience includes a significant amount of time in responsible charge of traffic functions for a variety of municipalities.

Ms. Vanessa Muñoz, PE, TE, President is authorized to negotiate on behalf of Willdan and commit to the contractual terms and conditions. Ms. Muñoz can be reached by mail at Willdan Engineering, 13191 Crossroads Parkway North, Suite 405, Industry, CA 91746; by desk phone at (562) 368-4848; by cell phone at (562) 447-6844; or by email at vmunoz@willdan.com.

We thank the City of Compton for the opportunity to submit our proposal for this very important project. Ms. Nicolle Spann, PE, TE, our proposed Project Manager, will respond to City questions and inquiries during the Request for Proposal evaluation. Ms. Spann can be reached by mail at Willdan Engineering, 13191 Crossroads Parkway North, Suite 405, Industry, CA 91746; by desk phone at (562) 368-4864; or by email at nspann@willdan.com.

Respectfully submitted,

WILLDAN ENGINEERING

Vanessa Muñoz, PE, TE
President

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Qualifications and Experience

Introduction of the Firm

Willdan Engineering (Willdan), a **California Corporation,** is part of Willdan Group, Inc. (WGI), a NASDAQ publicly traded Delaware Corporation and nationwide firm serving more than 800 public agencies and private sector clients. Founded in 1964 and headquartered in Anaheim, California, Willdan was originally established as a civil engineering firm, specializing in providing solutions for our public agency clients. Today, Willdan has over **1,500 employees** operating out of multiple offices located throughout the United States. We have supported implementation of community visions through engineering, construction management, inspection, planning, building safety, and staff augmentation services. Willdan has completed various types of projects for over 90 percent of the cities and counties in California, serving 53 of 58 counties and 429 of 482 cities.

Willdan California Office Locations

Traffic Engineering and Study Expertise

Willdan has prepared a variety of traffic safety, parking, neighborhood traffic management, traffic impact, school area, pedestrian/cyclist safety, traffic calming, suggested route to school, signal timing, and traffic circulation studies; engineering and traffic surveys; and project study reports throughout California for client cities, Caltrans, other agencies, and private developers. Willdan's staff is well experienced in presenting traffic studies at traffic commission, planning commission, City Council and other public hearings.

WILLDAN ADVANTAGES INCLUDE

- Extensive experience preparing Engineering and Traffic Surveys.
- Knowledgeable on the latest California Vehicle Code, California Manual of Uniform Traffic Control Devices, and AB-43 guidance on setting speed limits.

While serving as City Traffic Engineers, our staff have performed reviews of traffic studies as part of their daily routine. Most of these studies are development related and include traffic impact, parking demand, and traffic circulation. Reviews often include providing conditions of approval. Other traffic study reviews include project study reports, traffic management plans, traffic signal warrant analyses, and traffic signal timing and coordination analyses.

Summary Statement of Professional Qualifications

Willdan is independently and properly licensed to practice in California. Willdan's corporate-wide capabilities include a full range of civil and structural engineering, land planning, financial and economic consulting, geology and geotechnical engineering, environmental health and safety, and energy efficiency solutions consulting services. We provide professional services in all phases of Public Agency activities from project development, grant funding application

assistance and administration, site analysis, and conceptual development to final design, construction management, observation, and project close-out. Willdan has no scope conflict with regards to any other work performed for the City of Compton.

Willdan Staff of Experts	
▪ Construction Inspection and Support	▪ Landscape Architecture
▪ Assessment Engineering	▪ Program and Construction Management
▪ Building Safety Services	▪ Public Agency Engineering and Management
▪ Computer-Aided Analysis and Design	▪ Right of Way Engineering
▪ Drainage and Flood Control	▪ Structural Engineering
▪ Environmental Planning	▪ Traffic and Transportation
▪ Geographical Information System (GIS)	▪ Urban and Regional Planning
▪ Geotechnical/Geological Engineering	▪ Water and Wastewater
▪ Highway and Freeway Engineering	

Firm's Specific and Relevant Experience

Willdan has completed the recertification of over 1,000 segments for engineering and traffic survey projects in the past 4 years as defined by California Vehicle Code, Section 627.

In general, these projects included: 1) radar speed checks; 2) collision analyses; 3) field observations of roadway conditions; 4) recommendations for speed limits; and 5) the development of bound draft and final E&T report documenting study findings and procedures.

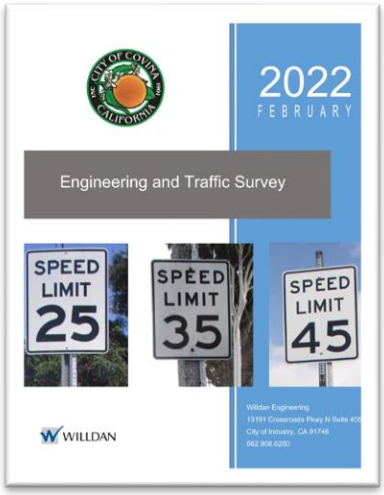
Willdan has prepared E&T Surveys for many jurisdictions. The following list is just a sampling of recent E&T Surveys Willdan has completed for various agencies throughout California:

Project	Segments	Client
2023, 2016 and 2006 Engineering and Traffic Survey	117	City of Norwalk
2022, 2021, 2019, 2017 Engineering and Traffic Survey	33, 55, 53, 40	City of Temecula
2022, 2016 Engineering and Traffic Survey	77, 77	City of Covina
2021 Engineering and Traffic Survey	36	City of Rancho Palos Verdes
2021 Engineering and Traffic Survey	24	City of Rolling Hills Estates
2021 Engineering and Traffic Survey	14	City of Los Alamitos
2022, 2020 Engineering and Traffic Survey	56, 45	County of Napa
2019 Engineering and Traffic Survey	22	City of Sierra Madre
2019 Engineering and Traffic Survey	46	City of La Canada Flintridge
2019 Engineering and Traffic Survey	48	City of Ridgecrest
2019 Engineering and Traffic Survey	53	City of Arcadia
2019 Engineering and Traffic Survey	34	City of Pico Rivera
2019 Engineering and Traffic Survey	37	City of Santa Paula
2018 Engineering and Traffic Survey	14	Bear Valley Community Services District
2018, 2017, 2014, 2011, 2009 and 2007 Engineering and Traffic Survey	2, 55, 17, 8, 19, and 56	City of La Quinta
2017 Engineering and Traffic Survey	75	City of Inglewood

Engineering and Traffic Survey

Client:	**City of Covina** *125 East College Street, Covina, CA 91723*
Contact:	Rafael M. Fajardo, City Engineer, 626.384.5489
Dates:	2021-2022

Willdan prepared an Engineering and Traffic (E&T) survey to recertify 77-segments in the City of Covina. The E&T report included radar survey study, 24-hour counts, accident data analysis, review of existing and not readily apparent conditions and report documenting speed limit recommendations and data collected. The E&T complied with current California Manual on Uniform Traffic Control Devices (CA MUTCD) Section 2B.13 Guidelines and as required by the California Vehicle Code Section 627 and 40802. Willdan discussed with City Staff the application of AB-43 to be used on some problem segments to lower the recommended speed limit past the 85th percentile speed to match the existing posted speed limit based on the newly published CVC law.

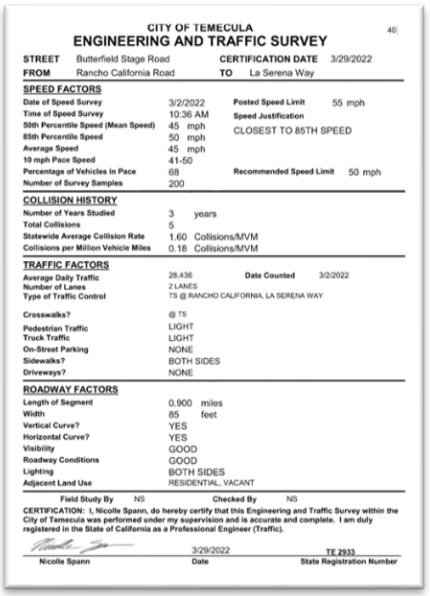


Engineering and Traffic Survey

Client:	**City of Temecula** *41000 Main Street, Temecula, CA 92590*
Contact:	Nick Minicilli, Senior Traffic Engineer, Temecula, 951.693.3917
Dates:	2021-2022

Annually, Willdan prepares an Engineering and Traffic (E&T) survey to recertify a portion of the segments in the City of Temecula. In 2021, Willdan recertified 55-segments and in 2022, Willdan recertified 33-segments in the City of Temecula. The E&T report included radar survey study, 24-hour counts, accident data analysis, review of existing and not readily apparent conditions and report documenting 85th and 50th percentile speeds and average speeds, as well as 10 mile per hour pace. The E&T complied with current California Manual on Uniform Traffic Control Devices (CA MUTCD) Section 2B.13 Guidelines and as required by the California Vehicle Code Section 627 and 40802.

Sample segment sheet for an E&T segment using the Willdan segment sheet format.



CITY OF TEMECULA
ENGINEERING AND TRAFFIC SURVEY

STREET Butterfield Stage Road — CERTIFICATION DATE 3/29/2022
FROM Rancho California Road — TO La Serena Way

SPEED FACTORS

Date of Speed Survey	3/2/2022	Posted Speed Limit	55 mph
Time of Speed Survey	10:36 AM	Speed Justification	CLOSEST TO 85TH SPEED
50th Percentile Speed (Mean Speed)	45 mph		
85th Percentile Speed	50 mph		
Average Speed	45 mph		
10 mph Pace Speed	41-50		
Percentage of Vehicles in Pace	68	Recommended Speed Limit	50 mph
Number of Survey Samples	200		

COLLISION HISTORY

Number of Years Studied	3 years
Total Collisions	5
Statewide Average Collision Rate	1.60 Collisions/MVM
Collisions per Million Vehicle Miles	0.18 Collisions/MVM

TRAFFIC FACTORS

Average Daily Traffic	28,436	Date Counted	3/2/2022
Number of Lanes	2 LANES		
Type of Traffic Control	TS @ RANCHO CALIFORNIA, LA SERENA WAY		
Crosswalks?	@ TS		
Pedestrian Traffic	LIGHT		
Truck Traffic	LIGHT		
On-Street Parking	NONE		
Sidewalks?	BOTH SIDES		
Driveways?	NONE		

ROADWAY FACTORS

Length of Segment	0.900 miles
Width	85 feet
Vertical Curve?	YES
Horizontal Curve?	YES
Visibility	GOOD
Roadway Conditions	GOOD
Lighting	BOTH SIDES
Adjacent Land Use	RESIDENTIAL, VACANT

Field Study By NS — Checked By NS

CERTIFICATION: I, Nicolle Spann, do hereby certify that this Engineering and Traffic Survey within the City of Temecula was performed under my supervision and is accurate and complete. I am duly registered in the State of California as a Professional Engineer (Traffic).

Nicolle Spann — 3/29/2022 (Date) — TE 2933 (State Registration Number)

Engineering and Traffic Survey

Client:	**City of Arcadia** *240 W Huntington Dr, Arcadia, CA 91007*
Contact:	Kevin Merrill, *City Engineer,* 626.574.5481
Dates:	2019

Willdan prepared an Engineering and Traffic (E&T) survey to recertify 53-segments in the City of Arcadia. The E&T report included radar survey study, 24-hour counts, accident data analysis, review of existing and not readily apparent conditions and report documenting data collected and recommended speed limits. The E&T complied with current California Manual on Uniform Traffic Control Devices (CA MUTCD) Section 2B.13 Guidelines and as required by the California Vehicle Code Section 627 and 40802. Willdan also attended the council meeting to present the recommendations and ensure the report was adopted.

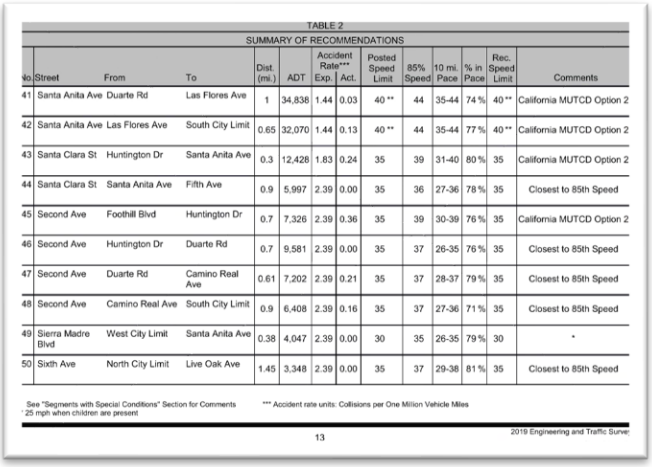


TABLE 2
SUMMARY OF RECOMMENDATIONS

No.	Street	From	To	Dist. (mi.)	ADT	Accident Rate*** Exp.	Accident Rate*** Act.	Posted Speed Limit	85% Speed	10 mi. Pace	% in Pace	Rec. Speed Limit	Comments
41	Santa Anita Ave	Duarte Rd	Las Flores Ave	1	34,838	1.44	0.03	40 **	44	35-44	74 %	40 **	California MUTCD Option 2
42	Santa Anita Ave	Las Flores Ave	South City Limit	0.65	32,070	1.44	0.13	40 **	44	35-44	77 %	40 **	California MUTCD Option 2
43	Santa Clara St	Huntington Dr	Santa Anita Ave	0.3	12,428	1.83	0.24	35	39	31-40	80 %	35	California MUTCD Option 2
44	Santa Clara St	Santa Anita Ave	Fifth Ave	0.9	5,997	2.39	0.00	35	36	27-36	78 %	35	Closest to 85th Speed
45	Second Ave	Foothill Blvd	Huntington Dr	0.7	7,326	2.39	0.36	35	39	30-39	76 %	35	California MUTCD Option 2
46	Second Ave	Huntington Dr	Duarte Rd	0.7	9,581	2.39	0.00	35	37	26-35	76 %	35	Closest to 85th Speed
47	Second Ave	Duarte Rd	Camino Real Ave	0.61	7,202	2.39	0.21	35	37	28-37	79 %	35	Closest to 85th Speed
48	Second Ave	Camino Real Ave	South City Limit	0.9	6,408	2.39	0.16	35	37	27-36	71 %	35	Closest to 85th Speed
49	Sierra Madre Blvd	West City Limit	Santa Anita Ave	0.38	4,047	2.39	0.00	30	35	26-35	79 %	30	*
50	Sixth Ave	North City Limit	Live Oak Ave	1.45	3,348	2.39	0.00	35	37	29-38	81 %	35	Closest to 85th Speed

See "Segments with Special Conditions" Section for Comments
25 mph when children are present

*** Accident rate units: Collisions per One Million Vehicle Miles

13

2019 Engineering and Traffic Surve

Engineering and Traffic Survey

Client:	**City of La Canada Flintridge** *One Civic Center Drive, La Canada Flintridge, CA 91011*
Contact:	Patrick DeChellis, *Director of Public Works*, 818.790.8882
Dates:	2019

Willdan prepared an Engineering and Traffic (E&T) survey to recertify 46-segments in the City of La Canada Flintridge. The E&T report included radar survey study, 24-hour counts, accident data analysis, review of existing and not readily apparent conditions and speed limit recommendations. The E&T complied with current California Manual on Uniform Traffic Control Devices (CA MUTCD) Section 2B.13 Guidelines and as required by the California Vehicle Code Section 627 and 40802. Willdan also attended the council meeting to present the recommendations and ensure the report was adopted.

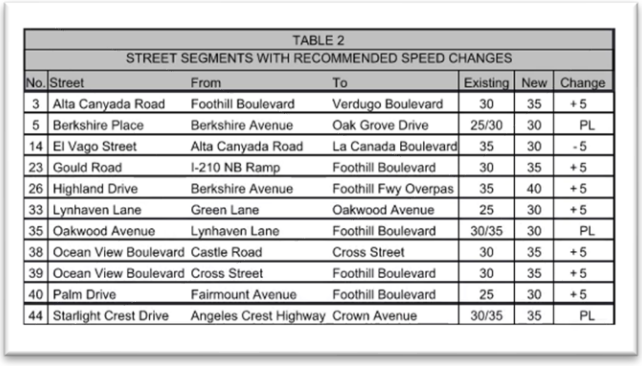


TABLE 2
STREET SEGMENTS WITH RECOMMENDED SPEED CHANGES

No.	Street	From	To	Existing	New	Change
3	Alta Canyada Road	Foothill Boulevard	Verdugo Boulevard	30	35	+5
5	Berkshire Place	Berkshire Avenue	Oak Grove Drive	25/30	30	PL
14	El Vago Street	Alta Canyada Road	La Canada Boulevard	35	30	-5
23	Gould Road	I-210 NB Ramp	Foothill Boulevard	30	35	+5
26	Highland Drive	Berkshire Avenue	Foothill Fwy Overpas	35	40	+5
33	Lynhaven Lane	Green Lane	Oakwood Avenue	25	30	+5
35	Oakwood Avenue	Lynhaven Lane	Foothill Boulevard	30/35	30	PL
38	Ocean View Boulevard	Castle Road	Cross Street	30	35	+5
39	Ocean View Boulevard	Cross Street	Foothill Boulevard	30	35	+5
40	Palm Drive	Fairmount Avenue	Foothill Boulevard	25	30	+5
44	Starlight Crest Drive	Angeles Crest Highway	Crown Avenue	30/35	35	PL

References

Client references have been provided for a representative sampling of Willdan's municipal clients for whom comparable services have been performed within the last five years. We encourage the City to contact the listed agencies to verify Willdan's commitment to excellence, project schedules, and project budgets.

Client:	**City of Arcadia** *240 W Huntington Dr, Arcadia, CA 91007*
Contact:	**Kevin Merrill, City Engineer, 626.574.5481**
	Willdan has provided traffic engineering services to the City of Arcadia since 2006. We have recently completed an Engineering and Traffic (E&T) Survey for 53 segments.
Client:	**City of Inglewood** *One W. Manchester Boulevard, Inglewood, CA 90301*
Contact:	**Eloy Castillo, Principal Civil Engineer, 310.412.8716**
	Willdan has provided civil engineering and traffic engineering services to the City of Inglewood since 2014. We have recently completed an Engineering and Traffic (E&T) Survey for 75 segments.
Client:	**City of La Canada Flintridge** *One Civic Center Drive, La Canada Flintridge, CA 91011*
Contact:	**Patrick DeChellis, Director of Public Works, 818.790.8882**
	Willdan has provided civil engineering and traffic engineering services to the City of La Canada Flintridge since 2001. We have recently completed an Engineering & Traffic (E&T) Survey for 46 segments.
Client:	**City of Temecula** *41000 Main Street, Temecula, CA 92590*
Contact:	**Nick Minicilli, Senior Traffic Engineer, Temecula, 951.693.3917**
	Willdan has provided civil engineering and traffic engineering services to the City of Temecula since 2009. We have recently completed two Engineering & Traffic (E&T) Surveys in 2022 for 33 and 54 segments.
Client:	**City of Covina** *125 East College Street, Covina, CA 91723*
Contact:	**Rafael M. Fajardo, City Engineer, 626.384.5489**
	Willdan has provided civil engineering and traffic engineering services to the City of Covina since 1999. We have recently completed an Engineering & Traffic (E&T) Survey for 77 segments.

Key Personnel

Project Manager and Key Staff Qualifications

A key element of our project team is that it is an efficient, effective, and experienced unit. Our team members possess necessary licenses and certifications to perform the requested services. They will commit the time and effort required to successfully complete on schedule and in a cost-effective manner. Both our professional and technical personnel are thoroughly familiar with the California Vehicle Code and Manual of Uniform Traffic Control Devices requirements for completion of E&T Surveys and have successfully completed in the past two years the recertification of approximately 1,000 segments throughout Southern California. Full resumes for team members are presented in the Appendix.

PROJECT MANAGER

Nicolle Spann, PE, TE

Senior Engineer

Civil Engineer No. 91787
Traffic Engineer No. 2933

Willdan Engineering
13191 Crossroads Parkway North, Suite 405
City of Industry, CA 91746
Phone 562.368.4864
Fax 562.695.2120

PRINCIPAL-IN-CHARGE

Jeffrey Lau, PE, TE

Deputy Director of Engineering

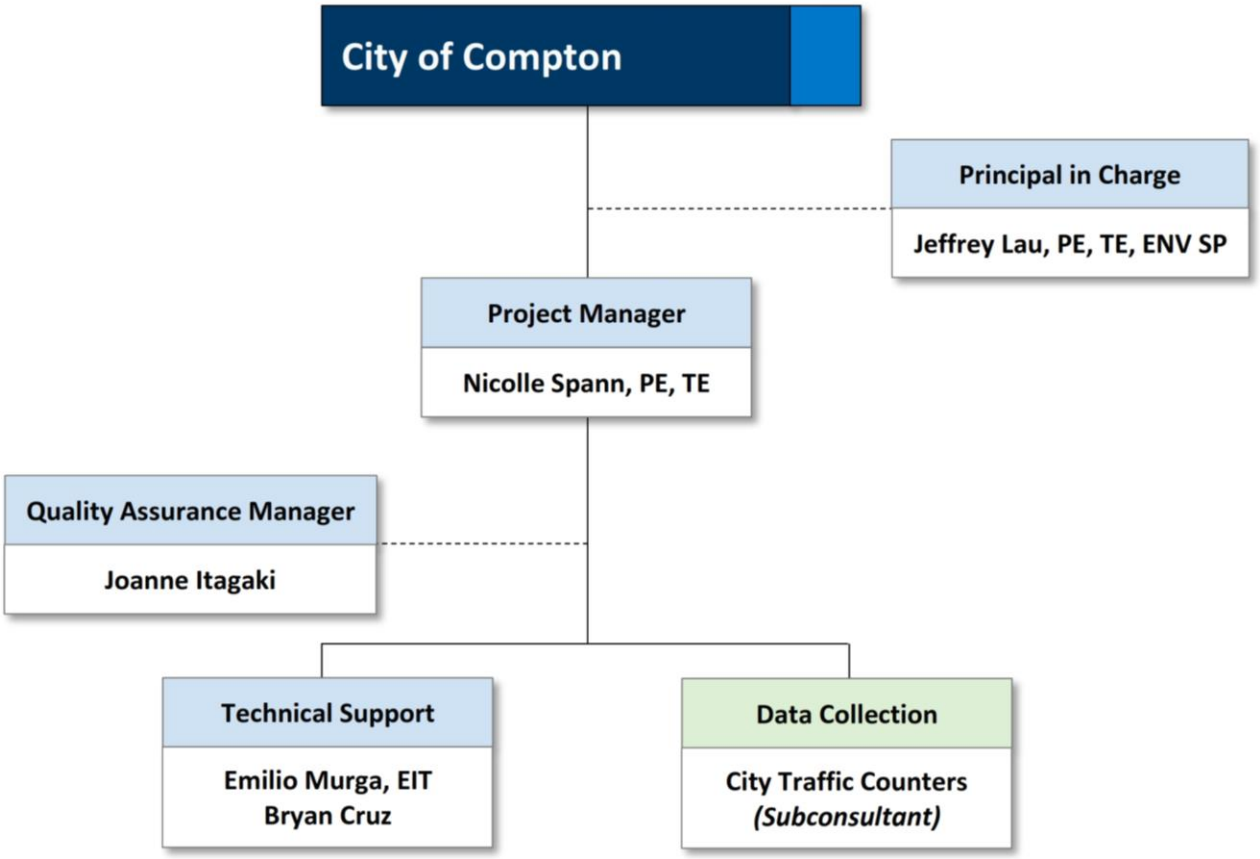
Willdan Engineering
13191 Crossroads Parkway North, Suite 405
City of Industry, CA 91746
Phone 562.364.8526

Ms. Nicolle Spann, PE, TE, will serve as **Project Manager** for the City's Engineering and Traffic Survey. In this role, she will be responsible for overall project management, scheduling, resource allocation, preparation of the report, and maintaining quality control, as well as reviewing survey sheets and maps prior to submittal to the City. Ms. Spann provides 9 years' experience in traffic and transportation, including serving as project manager, senior engineer, task lead, and design engineer for numerous E&T surveys throughout Southern California.

Mr. Jeffrey Lau, PE, TE, ENV SP will serve as **Principal-in-Charge** for the City's Engineering and Traffic Survey project. Mr. Lau brings over 19 years of traffic and transportation experience, including overseeing as project manager, numerous E&T surveys throughout Southern California. Mr. Lau oversees transportation design for Willdan's traffic engineering group and manages design projects for a variety of cities and counties throughout California. He is responsible for the analysis, coordination, and design of various projects, including the preparation of plans, specifications and estimates (PS&E) for traffic design projects such as traffic signals, signing and striping, street lighting, and construction traffic control. He has also assisted with traffic impact studies and analyses, plan reviews, and engineering and traffic survey updates. Mr. Lau has supervised the completion of multi-discipline and multi-agency traffic and transportation projects.

Organization Chart

Our project organization chart provides an overview of the lines of communication for our team members, including our subconsultant, to effectively deliver the Citywide Engineering and Traffic Survey to the City of Compton.



Subcontractors

City Traffic Counters

City Traffic Counters (CTC) will be tasked with field data collection of radar speed surveys and 24-hour directional volume counts for each roadway segment to be included in the City of Compton's Engineering and Traffic Survey.

CTC has extensive experience and familiarity with traffic counting in all areas of Southern California. Since its foundation in 1998, CTC has provided numerous traffic counting services to our clients in both the private and public sectors. Our data presentation format can be customized to satisfy specific requirements of any private and public agency.

CTC's traffic collection data services consist of manual traffic movement counts, 24-hour machine counts, radar speed surveys, parking occupancy and demand surveys, and neighborhood speed studies.

Personnel Qualifications

Team Member	Role	Credentials
Nicolle Spann, PE, TE ***9 Years of Experience***	Project Manager	▪ BS, Civil Engineering, California State Polytechnic University, Pomona ▪ Civil Engineer, California No. 91787 ▪ Traffic Engineer, California No. 2933
Jeffrey Lau PE, TE, ENV SP ***19 Years of Experience***	Principal-in-Charge	▪ BS, Civil Engineering, California State Polytechnic University, Pomona ▪ Civil Engineer, California No. 83887 ▪ Traffic Engineer, California No. 2835 ▪ ENV SP, Institute for Sustainable Infrastructure No. 45376 ▪ Doppler Traffic Operator
Joanne Itagaki ***39 Years of Experience***	Quality Assurance Manager	▪ BS, Civil Engineering, California Polytechnic State University, Pomona ▪ Doppler Traffic Radar Operator
Emilio J. Murga, EIT ***5 Years of Experience***	Technical Support	▪ BS, Civil Engineering, California State University, Fullerton ▪ Engineer-in-Training No. 162881
Bryan Cruz ***2 Years of Experience***	Technical Support	▪ BS, Civil Engineering, California Polytechnic State University, Pomona
Carlos Alduenda (City Traffic Counters) ***21 Years of Experience***	Data Collection	▪ BS, Business Administration, California Polytechnic State University, Pomona ▪ Certified Laser Speed Gun Operator

Nicolle S. Spann, PE, TE

Senior Engineer

Role: Project Manager

Education:	▪ BS, Civil Engineering, California Polytechnic State University, Pomona
Credentials:	▪ Civil Engineer, California No. 91787 ▪ Traffic Engineer, California No. 2933
Experience:	9 Years

Ms. Nicolle Spann specializes in traffic engineering investigations and transportation planning. She is knowledgeable in highway engineering processes and their application to operating systems. Ms. Spann has 9 years of traffic engineering experience in traffic impact analyses, roadway safety studies, engineering and traffic surveys, traffic calming analysis, signing and striping design, and traffic signal design. She uses this experience to conduct and manage Engineering and Traffic Survey reports to make speed limit recommendations that align with the City's desires, within the restrictions of the California MUTCD and the California Vehicle Code. Ms. Spann has experience with managing and conducting Engineering Traffic Surveys using AB-43 since its passing last year.

Relevant Experience

Engineering and Traffic Surveys

Willdan has prepared Engineering and Traffic (E&T) Surveys for various municipal agencies throughout California. The E&T reports contained radar speed survey studies, average daily traffic counts, collision data analysis, and field reviews of existing and not readily apparent conditions. The speed surveys documented the 85th percentile speeds, 50th percentile speeds, and average speeds as well as 10 mile per hour pace. The E&T Surveys complied with the current California Manual of Uniform Traffic Control Devices (CA MUTCD) Section 2B.13 guidelines and as required by the California Vehicle Code Sections 627 and 40802. The final documents included existing and proposed speed recommendations. Ms. Spann has performed Engineering and Traffic Surveys for the following municipalities:

- ✓ City of Temecula – 33, 54, 53, 42, 43, 59, 40, 22, 44 segments
- ✓ City of Downey – 9, 28 segments
- ✓ City of Covina – 77 segments
- ✓ City of Rolling Hills Estates – 24 segments
- ✓ City of Arcadia – 53 segments
- ✓ City of Brea – 62 segments
- ✓ City of Inglewood – 76 segments
- ✓ City of La Canada Flintridge – 46 Segments
- ✓ City of La Quinta – 53, 2, 16, 8, 56 segments
- ✓ City of Paramount – 39 segments
- ✓ City of Rancho Palos Verdes – 27, 36 segments
- ✓ City of Ridgecrest – 48 segments
- ✓ City of Rolling Hills – 8 segments
- ✓ City of San Bernardino – 103 segments
- ✓ City of Santa Paula – 37 segments
- ✓ City of Sierra Madre – 22 segments
- ✓ City of Tustin – 138, 7 segments
- ✓ City of West Covina – 195 segments
- ✓ City of Norwalk – 117 segments
- ✓ County of Napa – 45, 56 segments

Jeffrey Lau, PE, TE

Deputy Director of Engineering
Role: Principal-in-Charge

Education:	▪ BS, Civil Engineering, California Polytechnic State University, Pomona
Credentials:	▪ Civil Engineer, California No. 83887 ▪ Traffic Engineer, California No. 2835 ▪ ENV SP, Institute for Sustainable Infrastructure No. 45376 ▪ Doppler Radar Operator
Experience:	19 Years

Mr. Jeffrey Lau offers 19 years of traffic design and transportation planning experience. Mr. Lau provides transportation design for Willdan's traffic engineering group and manages design projects for a variety of cities and counties throughout California. He is responsible for analysis, coordination, and design of various projects, including preparation of plans, specifications and estimates (PS&E) for traffic design projects such as traffic signals, signing and striping, and street lighting. He has also assisted with traffic impact studies and analyses, plan reviews, and engineering and traffic survey updates. Mr. Lau is an accomplished engineer for multi-discipline and multi-agency traffic and transportation projects and has supervised the completion of a variety of large- to small-scale projects. He is highly successful in preparing and submitting applications for funding through Active Transportation Program and Highway Safety Improvement Program grants and routinely manages projects funded through these and other Federal and State programs.

Relevant Experience

Engineering and Traffic Surveys

Willdan has prepared Engineering and Traffic (E&T) Surveys for various municipal agencies throughout California. The E&T reports contained radar speed survey studies, average daily traffic counts, collision data analysis, and field reviews of existing and not readily apparent conditions. The speed surveys documented the 85th percentile speeds, 50th percentile speeds, and average speeds as well as 10 mile per hour pace. The E&T Surveys complied with the current California Manual of Uniform Traffic Control Devices (CA MUTCD) Section 2B.13 guidelines and as required by the California Vehicle Code Sections 627 and 40802. The final documents included existing and proposed speed recommendations. Mr. Lau has performed Engineering and Traffic Surveys for the following municipalities:

- ✓ City of Arcadia – 53 segments
- ✓ City of Brea – 62 segments
- ✓ City of Compton – 70 segments
- ✓ City of Covina – 77 segments
- ✓ City of Inglewood – 76 segments
- ✓ City of La Canada Flintridge – 46 Segments
- ✓ City of La Quinta – 53, 2, 16, 8, 56 segments
- ✓ City of Norwalk – 117 segments
- ✓ City of Paramount – 39 segments
- ✓ City of Placentia – 70 segments
- ✓ City of Rancho Palos Verdes – 27 segments
- ✓ City of Ridgecrest – 48 segments
- ✓ City of San Bernardino – 103 segments
- ✓ City of Temecula – 53, 42, 43, 59 segments
- ✓ City of Tustin – 138, 7 segments
- ✓ City of West Covina – 195 segments
- ✓ City of La Puente – 44 segments

Joanne Itagaki

Senior Design Manager
Role: Quality Assurance Manager

Education:	▪ BS, Civil Engineering, California Polytechnic State University, Pomona
Credentials:	▪ Doppler Radar Operator
Experience:	36 Years

Ms. Joanne Itagaki is a Project Manager at Willdan with more than 35 years of experience in traffic and transportation engineering. She serves as the Traffic Engineering Deputy for the Cities of Norwalk and Rolling Hills Estates. She handles all general traffic engineering concerns within the City including responding to citizen concerns/requests, reviewing community development projects, preparing work orders for various traffic engineering devices, plan checking traffic control plans for various projects, and preparing and presenting reports to Commissions/Committees and City Councils. She is responsible for analysis, coordination, and design of a variety of projects, including preparation of traffic impact studies, engineering and traffic surveys, and design projects.

Relevant Experience

Engineering and Traffic Surveys

Ms. Itagaki has managed and provided Quality Assurance on several Engineering and Traffic (E&T) Surveys. As the Quality Assurance Manager, she has ensured a quality E&T Survey is produced that satisfies the expectations of each agency and meets the requirements of the California Manual on Uniform Traffic Control Devices. Ms. Itagaki has contributed to the completion of Engineering and Traffic Surveys for the following municipalities:

- ✓ City of Norwalk – 117 segments
- ✓ City of Rolling Hills Estates – 24 segments
- ✓ City of Paramount – 39 segments
- ✓ City of Rancho Palos Verdes – 27 segments
- ✓ City of Norwalk – 117 segments
- ✓ City of Rolling Hills – 8 segments
- ✓ City of Temecula – 53, 42, 43, 59, 40, 22, 44 segments
- ✓ City of West Covina – 195 segments
- ✓ De Luz Community Services District – 12 segments

Traffic Engineering Services

Traffic Engineering Services, City of Norwalk, California. Traffic Engineering Deputy. Responsible for providing professional traffic engineering services to the City of Norwalk on a routine basis. This assignment includes assistance with residents' and business concerns; review of development projects including conditions of approval; provide the scope of work and review traffic impact and parking demand studies; review traffic control plans; preparation of work orders; and review of traffic signal, signing and striping plans. This assignment also requires contact and coordination with other departments in the City including Planning, Public Services, and Public Safety. Attendance at City Council, Planning Commission and Public Safety Commission meetings occur as needed to support City staff.

Emilio Murga, EIT

Assistant Engineer III
Role: Technical Support

Education:	▪ BS, Civil Engineering, California State University, Fullerton
Credentials:	▪ Engineering-in-Training #162881
Experience:	5 Years

Mr. Emilio Murga is a Willdan Engineering assistant engineer with 5 years of experience. Mr. Murga is experienced in preparation of traffic study analyses, including trip generation, parking generation, traffic signal warrants, stop warrants, engineering and traffic surveys, traffic calming, and the development of Local Roadway Safety Plans (LRSP). He has contributed to all aspects of engineering and traffic studies for numerous Southern California cities including analysis of radar speed data, collision data, and average daily traffic to effectively update citywide speed limits. He is experienced in preparing environmental and construction documentation.

Relevant Experience

Engineering and Traffic Surveys

Willdan has prepared Engineering and Traffic (E&T) Surveys for various municipal agencies throughout California. The E&T reports contained radar speed survey studies, average daily traffic counts, collision data analysis, and field reviews of existing and not readily apparent conditions. The speed surveys documented the 85th percentile speeds, 50th percentile speeds, and average speeds as well as 10 mile per hour pace. The E&T Surveys complied with the current California Manual of Uniform Traffic Control Devices (CA MUTCD) Section 2B.13 guidelines and as required by the California Vehicle Code Sections 627 and 40802. The final documents included existing and proposed speed recommendations. Mr. Murga has assisted or performed Engineering and Traffic Surveys for the following municipalities:

- ✓ City of La Quinta – 53, 2, 16, 8, 56 segments
- ✓ City of Covina – 27 segments
- ✓ City of Downey – 36 Segments
- ✓ City of Los Alamitos – 14 Segments
- ✓ City of Cerritos – 60 segments
- ✓ City of Torrance – 147 segments
- ✓ City of San Dimas – 81 segments
- ✓ City of Buena Park – 70 segments
- ✓ City of Santa Clarita – 200 segments
- ✓ City of Chino – 190 segments
- ✓ City of Rolling Hills – 8 segments
- ✓ City of Tustin – 138, 7 segments
- ✓ De Luz Community Services District – 12 segments
- ✓ City of Rolling Hills Estates – 24 segments
- ✓ City of Brea – 4 segments
- ✓ City of Whittier – 18 segments
- ✓ City of Montclair – 50 segments
- ✓ City of Westminster – 60 segments
- ✓ City of Cypress – 40 segments
- ✓ City of Lake Forest – 123 segments

Bryan Cruz

Assistant Engineer II
Role: Technical Support

Education:	▪ BS, Civil Engineering, California Polytechnic State University, Pomona
Experience:	2 Years

Mr. Bryan Cruz assists our engineering staff in the preparation of project documents for the planning, design, and construction of multi-modal transportation and related projects. He has participated in traffic engineering studies by conducting field surveys, counts, and delay studies; calculated cost and quantity estimates for projects; and has reviewed and modified plans using AutoCAD. In the field, Mr. Cruz has taken site photos, verified quantities, measured dimensions, identified discrepancies, and responded to inquiries. Mr. Cruz has provided grant funding support services for state and federal programs such as HSIP, ATP, and LRSP.

Relevant Experience

Engineering and Traffic Surveys

Willdan has prepared Engineering and Traffic (E&T) Surveys for various municipal agencies throughout California. The E&T reports contained radar speed survey studies, average daily traffic counts, collision data analysis, and field reviews of existing and not readily apparent conditions. The speed surveys documented the 85th percentile speeds, 50th percentile speeds, and average speeds as well as 10 mile per hour pace. The E&T Surveys complied with the current California Manual of Uniform Traffic Control Devices (CA MUTCD) Section 2B.13 guidelines and as required by the California Vehicle Code Sections 627 and 40802. The final documents included existing and proposed speed recommendations. Mr. Cruz has assisted or performed Engineering and Traffic Surveys for the following municipalities:

- ✓ City of Covina – 77 Segments
- ✓ City of Downey – 36 Segments
- ✓ City of Inglewood – 76 segments
- ✓ City of Rancho Palos Verdes – 27 segments
- ✓ City of Rolling Hills – 8 segments
- ✓ City of Rolling Hills Estates – 24 segments
- ✓ City of Temecula – 53, 42, 43, 59, 40, 22, 44 segments

Highway Safety Improvement Program (HSIP) Applications, Multiple Agencies throughout California. Assistant Engineer who prepared grant applications for HSIP funding. Tasks included taking photos of the existing conditions of intersections and identifying any modifications that were needed. Researched reported collisions using SWITRS and TIMS. Created exhibits showing the proposed improvements that will help reduce the number of future collisions. Created a cost estimate to implement the proposed improvements.

Street Rehabilitation Project, City of El Monte, CA. Assistant Engineer who assisted in the preparation of signing and striping plans, specifications, and estimate. Tasks included a field review to evaluate existing conditions and ensuring the existing signage is up to standard. Inventoried quantities of all the existing loops that needed to be replaced due to the street rehabilitation project. Assisted with the design of a new proposed bike lane which consisted of adding all the necessary signing, striping, and pavement markings.

Project Approach

Understanding of the Intent of the Project and City's Expectations

Willdan understands that the City of Compton is commissioning an Engineering and Traffic (E&T) Survey to re-certify posted speed limits on street segments throughout the City. It is our understanding that Compton requests the re-certification of the speed limits to be conducted in compliance with the provisions of the California Vehicle Code (CVC), which require that such surveys be updated every 5, 7 or 14 years (depending on specific conditions being met) to enable law enforcement agencies to perform radar speed enforcement.

Willdan's approach to this project begins with the kick-off meeting. At that meeting, we will discuss the project objectives, tasks, schedule, and information required from City staff such as past engineering and traffic surveys, collision history and records, and Average Daily Traffic (ADT) data. After the kick-off meeting, Willdan will immediately call an internal team meeting, allocate needed resources, and begin the data collection process. Data collection will be performed:

- On a Tuesday, Wednesday, or Thursday for traffic volume counts.
- On a non-holiday day.
- In good weather.
- While schools are still in session.

The data includes radar survey data collections; ADT's, reviewing existing segment conditions in addition to review of each segment's collision history. An analysis will be performed and completed in conjunction with the radar survey collection process. At a minimum, we anticipate completing 30 radar surveys counts per week.

The preliminary recommendations will present the information in table format and will clearly document the recommended speed limit and demonstrate the likelihood of the existing speed limit either changing or remaining unchanged. Once the preliminary recommendations have been submitted, Willdan will wait to receive approval from City staff before continuing to Task No. 8 for the segments and begin preparing the draft E&T report. As part of the preliminary review, Willdan will receive input from both City staff and Police and will discuss street segments whose proposed recommendations may be controversial for the community. Discussions will be had regarding the likelihood of recommendations changing should additional radar survey be collected for those segments.

Upon agreement on the preliminary recommendations by City staff and Willdan, we will proceed and submit the draft Engineering and Traffic survey to the City.

Once comments for the draft Engineering and Traffic Survey have been received from City staff, Willdan's team will proceed with completion of the final Engineering and Traffic Survey to be presented to City Council.

Detailed Scope of Work

Task 1 – Obtain Documents

Prior to starting the following tasks, Willdan will request data from the City including:

- Copy of the latest and previous Engineering and Traffic Surveys.
- CAD File of City's Speed Limit Map prepared for the latest Engineering and Traffic Survey.
- Access to Statewide Integrated Traffic Records System (SWITRS) Reports or the City's traffic record system, for the last 3 years, in electronic format.
- Citywide map electronic file.

Task 1 Deliverables

- ✓ Samples of Speed Survey Sheets, Data Summary Sheets and Summary of Recommendations Chart

Willdan will provide samples of the Speed Survey Sheets, various Data Summary Sheets, and Summary of Recommendations Chart for pre-approval.

Task 2 – Field Inspection

Using the existing survey data for reference, an in-person field inspection and assessment of each street segment will be conducted to determine traffic and roadway conditions that are not readily apparent to motorists.

Task 2 Deliverables

- ✓ Street Segment Data Sheets for each segment

Any changes in roadway conditions since the last survey was conducted will be identified and noted on the survey data sheets. Willdan Engineering will work with the City to evaluate unusual conditions on roadway segments. All field inspections will be made on weekdays when school is in session.

Task 3 – Traffic Volume Counts

Twenty-four (24) hour directional machine traffic volume counts will be conducted by our subconsultant, City Traffic Counters, for the 70 street locations. The traffic volume counts will not be conducted on weekends, school or civic holidays, during construction days, or inclement weather conditions. Traffic volume data will be collected in hourly increments. The machines will be located approximately at the midpoint of each street segment.

NOTE: Due to the upcoming summer break, Willdan will work closely with City staff to determine when data collection will be conducted.

Task 3 Deliverables

- ✓ One (1) Electronic Copy of Traffic Count Data Sheets organized by street segments.
- ✓ Two (2) bound hard copies of the traffic volume counts will be prepared for the City's records.

Task 4 – Manual Spot Speed Surveys

Radar speed data will be gathered for the 70 street segments using a calibrated radar operated by a certified radar operator as required in the CVC. The surveys shall not be conducted on weekends, school or civic holidays, during congested peak traffic hours, around construction zones or inclement weather conditions. The data collected will consist of an optimum of 200 samples with 100 samples in each direction but not less than 100 samples or more than 2 hours of measurement for each segment. The information will be recorded on field tally sheets and will include date, time, field conditions, weather and engineering calculations of the average speed, 85th percentile speed, 10 mph pace speed, and percent-in-pace.

Task 4 Deliverables

- ✓ Radar Speed Survey Field Tally Sheets
- ✓ Radar Certification for Each Radar Operator
- ✓ Radar Calibration Certificate

Task 5 – Collision History

For each street segment, collision records for the most recent 3-year period using the City's SWITRS or other automated collision reporting system will be reviewed and summarized. Collision rates will be calculated and compared with the State of California average collision rates for similar roadways and street segments.

Task 5 Deliverables

- ✓ Survey Data Sheets Containing Collision History Data Collected

Task 6 – Traffic Survey

After collection of all data above, the results will be summarized on survey data sheets and in tabular form. Each survey data sheet will contain all of the information necessary to determine the recommended speed limit based on the latest State requirements. The previous reasons given in the past E&T Survey for reducing speed limits will be considered when determining the recommended speed limits. The recommended speed limits will be provided on the survey data sheets and summarized in tabular form in the Report.

Task 7 Deliverables

- ✓ Survey Data Sheets for each street segment
- ✓ Summary Table of Speed Limit Recommendations

Before proceeding to the next task, Willdan will send a summary table of speed limit recommendations to the City to review and comment on the speed limit recommendations.

Task 7 – Report

All of the tasks in this project will be documented to form the basis of the Final E&T Report. The Report will include the following:

- Cover letter signed by a responsible traffic engineer
- Table of Contents
- Introduction including a written description of study methodology and explanation of "Realistic Speed Zoning" and the requirements for conducting speed zone surveys.
- Summary of segments with recommended speed limit changes table
- Summary of findings table including the locations, posted speed limit, critical speed, recommended speed limit, Average Daily Traffic (ADT), Accidents per million vehicle miles (AMVM), and Comments.
- Narrative explanation of segments with special conditions or a proposed change in posted speed limit
- Excerpts from the California Vehicle Code that pertain to the establishment of speed limits
- Segment Summary Sheets including the speed survey information, posted and recommended speed limit, collision data, AMVM calculation, ADT, conditions not readily apparent to the driver, other roadway and land use factors, and signed certification statement
- Traffic Volume Maps
- Posted/ Recommended Speed Limit Maps
- Copies of Radar Operator Certificates and Radar Calibration Certificates

Five (5) copies of the Draft E&T Report will be prepared and delivered to the City for review by City staff. The Draft Report will include the recommended speed limits and a list of recommended speed limit increases and

Task 7 Deliverables

- ✓ Five (5) copies of the Draft E&T Report
- ✓ One (1) electronic copy of the Draft E&T Report
- ✓ Five (5) copies of the Final E&T Report
- ✓ One (1) electronic copy of the Final E&T Report
- ✓ Original field Data Sheets

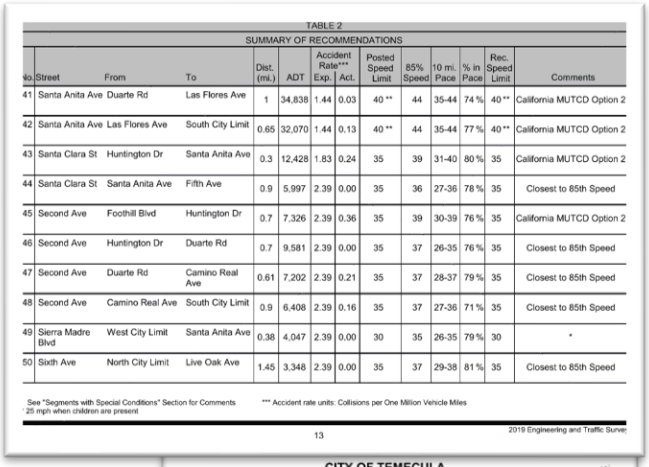
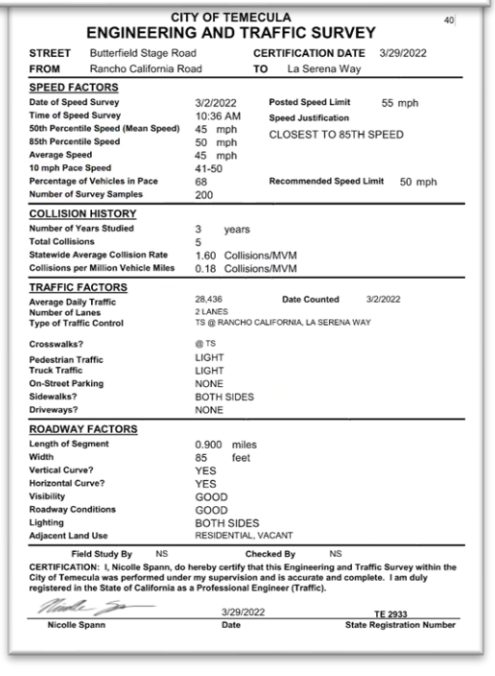


TABLE 2
SUMMARY OF RECOMMENDATIONS

No.	Street	From	To	Dist. (mi.)	ADT	Accident Rate*** Exp.	Accident Rate*** Act.	Posted Speed Limit	85% Speed	10 mi. Pace	% in Pace	Rec. Speed Limit	Comments
41	Santa Anita Ave	Duarte Rd	Las Flores Ave	1	34,838	1.44	0.03	40 **	44	35-44	74 %	40 **	California MUTCD Option 2
42	Santa Anita Ave	Las Flores Ave	South City Limit	0.65	32,070	1.44	0.13	40 **	44	35-44	77 %	40 **	California MUTCD Option 2
43	Santa Clara St	Huntington Dr	Santa Anita Ave	0.3	12,428	1.83	0.24	35	39	31-40	80 %	35	California MUTCD Option 2
44	Santa Clara St	Santa Anita Ave	Fifth Ave	0.9	5,997	2.39	0.00	35	36	27-36	78 %	35	Closest to 85th Speed
45	Second Ave	Foothill Blvd	Huntington Dr	0.7	7,326	2.39	0.36	35	39	30-39	76 %	35	California MUTCD Option 2
46	Second Ave	Huntington Dr	Duarte Rd	0.7	9,581	2.39	0.00	35	37	26-35	76 %	35	Closest to 85th Speed
47	Second Ave	Duarte Rd	Camino Real Ave	0.61	7,202	2.39	0.21	35	37	28-37	79 %	35	Closest to 85th Speed
48	Second Ave	Camino Real Ave	South City Limit	0.9	6,408	2.39	0.16	35	37	27-36	71 %	35	Closest to 85th Speed
49	Sierra Madre Blvd	West City Limit	Santa Anita Ave	0.38	4,047	2.39	0.00	30	35	26-35	79 %	30	*
50	Sixth Ave	North City Limit	Live Oak Ave	1.45	3,348	2.39	0.00	35	37	29-38	81 %	35	Closest to 85th Speed

See "Segments with Special Conditions" Section for Comments
* 25 mph when children are present
*** Accident rate units: Collisions per One Million Vehicle Miles

13
2019 Engineering and Traffic Surve



CITY OF TEMECULA
ENGINEERING AND TRAFFIC SURVEY

STREET Butterfield Stage Road — CERTIFICATION DATE 3/29/2022
FROM Rancho California Road — TO La Serena Way

SPEED FACTORS
Date of Speed Survey 3/2/2022
Time of Speed Survey 10:36 AM
50th Percentile Speed (Mean Speed) 45 mph
85th Percentile Speed 50 mph
Average Speed 45 mph
10 mph Pace Speed 41-50
Percentage of Vehicles in Pace 68
Number of Survey Samples 200
Posted Speed Limit 55 mph
Speed Justification CLOSEST TO 85TH SPEED
Recommended Speed Limit 50 mph

COLLISION HISTORY
Number of Years Studied 3 years
Total Collisions 5
Statewide Average Collision Rate 1.60 Collisions/MVM
Collisions per Million Vehicle Miles 0.18 Collisions/MVM

TRAFFIC FACTORS
Average Daily Traffic 28,436
Number of Lanes 2 LANES
Type of Traffic Control TS @ RANCHO CALIFORNIA, LA SERENA WAY
Date Counted 3/2/2022
Crosswalks? @ TS
Pedestrian Traffic LIGHT
Truck Traffic LIGHT
On-Street Parking NONE
Sidewalks? BOTH SIDES
Driveways? NONE

ROADWAY FACTORS
Length of Segment 0.900 miles
Width 85 feet
Vertical Curve? YES
Horizontal Curve? YES
Visibility GOOD
Roadway Conditions GOOD
Lighting BOTH SIDES
Adjacent Land Use RESIDENTIAL, VACANT

Field Study By NS — Checked By NS

CERTIFICATION: I, Nicolle Spann, do hereby certify that this Engineering and Traffic Survey within the City of Temecula was performed under my supervision and is accurate and complete. I am duly registered in the State of California as a Professional Engineer (Traffic).

Nicolle Spann — 3/29/2022 — TE 2933
Date — State Registration Number

decreases as well as a color map of the recommended speed limits.

Following review and approval by City staff, five (5) bound copies of the Final E&T Report will be delivered to the City for approval by the City Council. Each Final E&T Report will bear the original professional registration stamp and signature of the engineer in charge of the work.

Task 8 – Meetings and Presentations

The consultant will meet with City staff to discuss the project at three stages of the project, at the direction of City staff. The meetings are presently contemplated to occur at the following stages of the project:

Task 8 Deliverables

- ✓ Meeting Agenda
- ✓ Meeting Minutes
- ✓ City Council Presentation

1. Kick-Off Meeting
2. At the completion of the work, to discuss the summary to speed limit recommendations and deliver the draft report.
3. After the report has been reviewed by City staff and all corrections have been made, Willdan will meet with City staff to deliver the final report.

After the final report is approved by the Public Works Director or his designee, Willdan will present the report and results of the E&T Survey to City Council.

The City reserves the right to revise the meeting times or stages of completion as desired.

Quality Assurance/Quality Control Procedures

Project Controls

Willdan's project control system is designed to provide a coordinated effort between all task facets of a project in the framework of the pre-established master schedule, budget controls, and reporting system. The work breakdown structure subdivides the work into manageable segments and is the basis for our project managers' project control plan. The work breakdown structure is tailored to specific project needs, but generally has typical elements, including codes to identify work segments and engineering disciplines, weekly reports, and project resources schedule.

Cost Control

The budget control system is prepared in accordance with the work breakdown structure. The budget becomes the control against which performance is measured. The budget is time phased by combining project master scheduling data with budget data. Actual costs are compared with budgeted costs and variances analyzed. Deviations between planned and actual cost can then be evaluated to forecast and control future work.

Schedule Control

A critical path method master schedule will be prepared following the notice to proceed. The schedule will identify major items of work and will be the vehicle for monitoring, controlling, and tracking progress. The schedule will be updated monthly to reflect actual and forecasted completions. This allows our project managers to anticipate and forecast potential issues and develop an advanced strategy to proactively mitigate problems before they impact the schedule.

Progress Reporting

The submittal requirements and format for consistent monthly reporting of project costs and status will be confirmed with the City during the project start-up period. The status report will contain a project performance summary, action items, outstanding items to be resolved, an updated schedule, and a comparison and narrative of budgeted costs versus actual costs.

Quality Assurance and Control

Quality assurance and control procedures are critical to ensuring sound engineering practices and quality deliverables are produced for our clients. Willdan operates daily under a company-wide Quality Assurance/Quality Control (QA/QC) Program. In accordance with Willdan's QA/QC Manual, a QA/QC officer is assigned to every contract. As part of her daily responsibilities, Ms. Joanne Itagaki will provide quality assurance oversight. Project-specific QA/QC activities will be planned at the beginning of each project. Typical QA/QC activities include assigning the appropriate technical staff to the project, selecting the proper project technical approach, establishing a project schedule that meets internal Willdan and City deadlines, and determining the proper level of QA/QC review. There are four levels of QA/QC review for project deliverables:

The two major components of the QC review are technical and communication reviews. A Level 3 QC review will be performed on the engineering design plans, specifications, and cost estimate to ensure the design is sound and appropriate and confirm deliverables meet the scope of work requirements. Project documents, including letters and correspondence, are subject to a Level 2 QC review to ensure deliverables are reasonably organized, text and presentation are

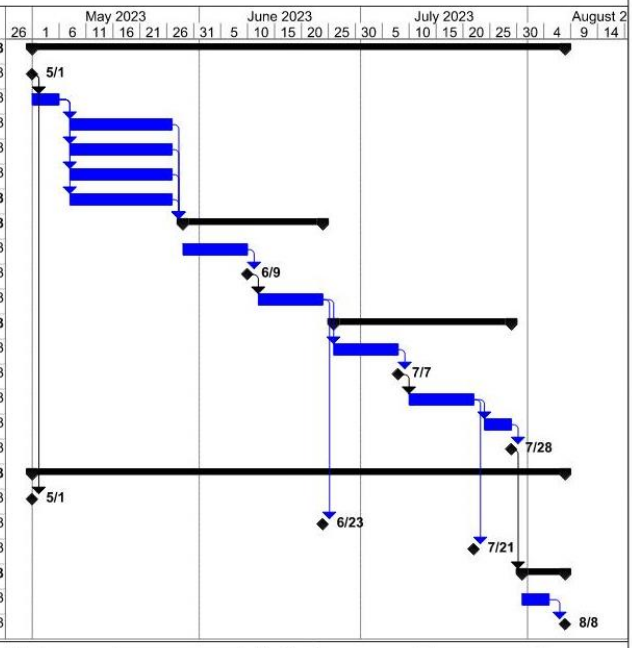
understandable and easy to follow, any required formats are followed, and there are no grammatical or spelling errors.

Project Schedule

Willdan's commitment to customer service is why we can respond timely to the City's requests. Frequent communication is a key element. We understand today's sensitivity to meeting your schedule despite changing conditions, therefore, our project manager, Ms. Nicolle Spann, will strive to keep the City's staff informed and work to resolve issues early. Since our Project Manager has recertified over 230 segments of E&Ts for numerous cities in the past two years, she understands the needs of the City and can bring to bear the resources required to successfully deliver the E&T Survey on time and within budget. Willdan will ensure that data is collected under clear weather conditions, on non-holiday weeks, and while schools are in session. We understand that Compton Unified School district begins summer break on June 9, 2023. Our proposed schedule will have data collection completed before schools are on summer break. The following shows Willdan's proposed project schedule by weeks for the duration of the project.

CITY OF COMPTON
ENGINEERING AND TRAFFIC SURVEY - CITYWIDE
PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**Engineering and Traffic Survey**	**71 days**	**Mon 5/1/23**	**Tue 8/8/23**
2	**Notice to Proceed**	0 days	Mon 5/1/23	Mon 5/1/23
3	**Task 1 - Obtain Documents**	5 days	Mon 5/1/23	Fri 5/5/23
4	**Task 2 - Field Inspection**	15 days	Mon 5/8/23	Fri 5/26/23
5	**Task 3 - Traffic Volume Counts**	15 days	Mon 5/8/23	Fri 5/26/23
6	**Task 4 - Manual Spot Speed Surveys**	15 days	Mon 5/8/23	Fri 5/26/23
7	**Task 5 - Collision History**	**15 days**	**Mon 5/8/23**	**Fri 5/26/23**
8	**Task 6 - Traffic Survey**	**20 days**	**Mon 5/29/23**	**Fri 6/23/23**
9	Traffic Survey Recommendations	10 days	Mon 5/29/23	Fri 6/9/23
10	Submit Segment Summary Table	0 days	Fri 6/9/23	Fri 6/9/23
11	City Review	10 days	Mon 6/12/23	Fri 6/23/23
12	**Task 7 - Report**	**25 days**	**Mon 6/26/23**	**Fri 7/28/23**
13	Prepare Draft E&TS Report	10 days	Mon 6/26/23	Fri 7/7/23
14	Submit Draft E&TS Report	0 days	Fri 7/7/23	Fri 7/7/23
15	City Review	10 days	Mon 7/10/23	Fri 7/21/23
16	Revise E&TS Report	5 days	Mon 7/24/23	Fri 7/28/23
17	Submit Final E&TS Report	0 days	Fri 7/28/23	Fri 7/28/23
18	**Task 8 - Meetings and Presentations**	**71 days**	**Mon 5/1/23**	**Tue 8/8/23**
19	Kick Off Meeting	0 days	Mon 5/1/23	Mon 5/1/23
20	Speed Recommendation Meeting	0 days	Fri 6/23/23	Fri 6/23/23
21	After Report Review Meeting	0 days	Fri 7/21/23	Fri 7/21/23
22	**City Council Meeting**	**6 days**	**Mon 7/31/23**	**Tue 8/8/23**
23	City Council Presentation Preparation	5 days	Mon 7/31/23	Fri 8/4/23
24	City Council Meeting Presentation	0 days	Tue 8/8/23	Tue 8/8/23



Project: Project Schedule
Date: Mon 4/17/23

Task	Inactive Milestone	Finish-only	
Split	Inactive Summary	External Tasks	
Milestone	Manual Task	External Milestone	
Summary	Duration-only	Progress	
Project Summary	Manual Summary Rollup	Deadline	
External Tasks	Manual Summary		
External Milestone	Start-only		

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Fee Proposal

Willdan's costs to provide the services described in the City's RFP have been submitted in a separately sealed envelope in accordance with the RFP requirements.

WILLDAN

13191 Crossroads Parkway North, Suite 405
Industry, CA 91746-3443
562.908.6200 | 800.499.4484 | Fax: 562.695.2120

www.willdan.com

CITY OF COMPTON

2023 CITYWIDE ENGINEERING AND TRAFFIC SURVEY

COST PROPOSAL

Thursday, April 20, 2023

SUMMARY TASK	WILLDAN						Estimated Hours	Expenses	Subconsultant (CTC)	Estimated Cost
	Deputy Director of Engineering	Project Manager II	Senior Engineer I	Assistant Engineer III	Assistant Engineer II	Technical Aide				
	$220	$187	$184	$157	$148	$74				
Task 1 - Obtain Documents										
Document Review			2.0				2.0	$ -	$ -	$ 368.00
Subtotal	0.0	0.0	2.0	0.0	0.0	0.0	2.0	$ -		$ 368.00
Task 2 - Field Inspection										
Field Inspection			1.0	8.0	4.0	4.0	17.0	$ 179.00	$ -	$ 2,507.00
Subtotal	0.0	0.0	1.0	8.0	4.0	4.0	17.0	$ 179.00	$ -	$ 2,507.00
Task 3 - Traffic Volume Counts										
Traffic Volume Collection			1.0			3.0	4.0	$ -	$ 6,040.00	$ 6,446.00
Subtotal	0.0	0.0	1.0	0.0	0.0	3.0	4.0	$ -	$ 6,040.00	$ 6,446.00
Task 4 - Manual Spot Speed Surveys										
Radar Speed Survey Data Collection			1.0			3.0	4.0	$ -	$ 5,240.00	$ 5,646.00
Subtotal	0.0	0.0	1.0	0.0	0.0	3.0	4.0	$ -	$ 5,240.00	$ 5,646.00
Task 5 - Collision History										
Collision History			1.0		8.0	8.0	17.0	$ -	$ -	$ 1,960.00
Subtotal	0.0	0.0	1.0	0.0	8.0	8.0	17.0	$ -		$ 1,960.00
Task 6 - Traffic Survey										
Traffic Survey Recommendations	1.0		8.0	4.0			13.0	$ -	$ -	$ 2,320.00
Subtotal	1.0	0.0	8.0	4.0	0.0	0.0	13.0	$ -	$ -	$ 2,320.00
Task 7 - Report										
Draft E&T Report		4.0	3.0	8.0	4.0	4.0	23.0	$ -	$ -	$ 3,444.00
Final E&T Report		3.0	8.0	4.0	2.0	2.0	19.0	$ -	$ -	$ 3,105.00
Subtotal	0.0	7.0	11.0	12.0	6.0	6.0	42.0	$ -	$ -	$ 6,549.00
Task 8 - Meetings and Presentations										
Kick-off Meeting	1.0		2.0				3.0	$ -	$ -	$ 588.00
Speed Recommendation Meeting	1.0		2.0				3.0	$ -	$ -	$ 588.00
After Report Review Meeting	1.0		2.0				3.0	$ -	$ -	$ 588.00
City Council Presentation	1.0	1.0	5.0				7.0	$ -	$ -	$ 1,140.00
Subtotal	4.0	1.0	11.0	0.0	0.0	0.0	16.0	$ -	$ -	$ 2,904.00
TOTAL (TASKS 1 TO 8)	**5.0**	**8.0**	**36.0**	**24.0**	**18.0**	**24.0**	**115.0**	**$ 179.00**	**$ 11,280.00**	**$ 28,700.00**

September 5, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: COMPTON FIRE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO ONE OR MORE VENDORS (SOUTH COAST EMERGENCY VEHICLE SERVICE (PIERCE), WILLIAM KALVIKOV DBA FIRE APPARATUS SOLUTIONS AND PERFORMANCE TRUCK REPAIR INC)) FOR MAINTENANCE AND REPAIRS OF EMERGENCY FIRE APPARATUS FOR THE CITY OF COMPTON FIRE DEPARTMENT ($150,000.00)

SUMMARY

This resolution will authorize the City Manager to issue purchase orders to one or more vendors (South Coast Emergency Vehicle Service, William Kalvikov DBA Fire Apparatus Solutions and Performance Truck Repair Inc.) for the maintenance and repair services of the Compton Fire Department's emergency apparatus in the amount not to exceed One Hundred Fifty Thousand Dollars ($150,000.00).

BACKGROUND

The City of Compton's ("City") fire engines were purchased in 2005 and one engine recently purchased in 2019 and due to the high volume of emergency responses as well as the conditions of the City streets, the cost of repairs are increasing.

Annual apparatus maintenance and repair for the Compton Fire Department's ("Department") emergency vehicles are essential for the safe and efficient emergency response and operation. The Department performs routine apparatus and equipment inspections on all apparatus daily to ensure that preventive maintenance guidelines are adhered to and that there are no defects with reference to fire engine operations. Furthermore, all vehicles are required to meet the Department of Transportation and California Highway Patrol regulatory statutes concerning emergency vehicles.

STATEMENT OF ISSUE

Staff has requested quotes from the following vendors:

DESCRIPTION	FIRE APPARATUS SOLUTIONS	SOUTH COAST EMERGENCY VEHICLE	PERFORMANCE TRUCK REPAIR INC.
Preventive Maintenance	$98.00 per hr.	$145.00 per hr.	N/A

	Service		
Repair Service	$108.00 per hr.	$145.00 per hr.	$125.00 per hr.

Staff is requesting the ability to use one or more vendors (South Coast Emergency Vehicle Service, William Kalvikov DBA Fire Apparatus Solutions and Performance Truck Repair Inc.) for its maintenance and repair of emergency fire apparatus. This will allow the Department flexibility to submit our emergency fire apparatus to the company whom is not as inundated with work, thus creating a faster turnaround time. The City has no vendor in the City boundaries that provide maintenance and repairs for emergency fire apparatus.

City Council approval is needed because the expenditure is in excess of $25,000.00 Dollars.

FISCAL IMPACT

The estimated cost for maintenance and repair to the Department's emergency apparatus for Fiscal Year 2023-2024 is One Hundred Fifty Thousand Dollars ($150,000.00).

Funds for this expenditure will be available in the 2023-2024 Fiscal Year budget in Account No. 6000-690-000-4229.

RECOMMENDATION

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

RONERICK D. SIMPSON
FIRE CHIEF

APPROVED FOR FORWARDING:

JERRY GROOMES
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO ONE OR MORE VENDORS (SOUTH COAST EMERGENCY VEHICLE SERVICE (PIERCE), WILLIAM KALVIKOV DBA FIRE APPARATUS SOLUTIONS AND PERFORMANCE TRUCK REPAIR INC.)) FOR MAINTENANCE AND REPAIRS OF EMERGENCY FIRE APPARATUS FOR THE CITY OF COMPTON FIRE DEPARTMENT ($150,000.00)

WHEREAS, this resolution will authorize the City Manager to establish purchase orders to one or more vendors (South Coast Emergency Vehicle Service (Pierce), William Kalvikov DBA Fire Apparatus Solutions and Performance Truck Repair Inc.)) for the maintenance and repairs of emergency fire apparatus' vehicles for the City of Compton's Fire Department; and

WHEREAS, the annual apparatus maintenance and repairs for the Compton Fire Department's ("Department") emergency vehicles are essential for safe and efficient emergency response and operation; furthermore, all vehicles are required to meet the Department of Transportation and California Highway Patrol regulatory statutes concerning emergency vehicles; and

WHEREAS, the City's fire engines and trucks are experiencing a higher level of repairs and maintenance due to the high volume of emergency responses and the City Streets in need of repair, the overall repair costs are increasing; and

WHEREAS, three (3) formal bids were sought with the following results:

DESCRIPTION	**FIRE APPARATUS SOLUTIONS**	**SOUTH COAST EMERGENCY VEHICLE**	**PERFORMANCE TRUCK REPAIR INC.**
Preventive Maintenance Service	$98.00 per hr.	$145.00 per hr.	N/A
Repair Service	$108.00 per hr.	$145.00 per hr.	$125.00

WHEREAS, Staff is requesting the authority to use one or more vendors (South Coast Emergency Vehicles, William Kalvikov DBA Fire Apparatus Solutions and Performance Truck Repair Inc.) for its maintenance and repair of emergency fire apparatus. This will allow the Department to have a quicker turnaround time for the emergency fire apparatus from being out of service. The City has no vendor in the City boundaries that provide maintenance and repairs for emergency fire apparatus; and

WHEREAS, the estimated cost for maintenance and repairs to the Department's emergency fire apparatus for the Fiscal Year 2023-2024 is not to exceed One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00); and

WHEREAS, funds in the amount of One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00) will be available for this expenditure in the Account no. 6000-690-000-4229.

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

Section 1. That the City Manager is hereby authorized to issue purchase orders to one or more vendors (South Coast Emergency Vehicle Service (Pierce), William Kalvikov DBA Fire Apparatus Solutions and Performance Truck Repair Inc.)) in an amount not to exceed One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00).

Section 2. That funding for this expenditure has been allocated in the Fire Department's 2023-2024 Fiscal Year budget in Account No. 6000-690-000-4229.

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

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

ADOPTED this ___ day of _____, 2023

_____
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, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2023.

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

AYES: COUNCIL MEMBER –
NOES: COUNCIL MEMBER –
ABSTAIN: COUNCIL MEMBER –
ABSENT: COUNCIL MEMBER –

_____
CITY CLERK OF THE CITY OF COMPTON

quote #1

FAS SUPPORT STAFF

PRESIDENT / DIRECTOR		
WILLIAM KALMIKOV *GENERAL MANAGER* 714-357-9706 FASFIRE@GMAIL.COM		
APPARATUS SALES AND SUPPORT		
SCOTT BECK *SALES MANAGER* 402-719-1242 SCOTTFASFIRE@GMAIL.COM	ROY COBB *APPARATUS SALES REP* 916-677-9837 ROYFASFIRE@GMAIL.COM	
APPARATUS WARRANTY SUPPORT		
CUAH BELTRAN *SERVICE MANAGER* 626-419-6550 CUAHFASFIRE@GMAIL.COM	SALINA LINARES *OFFICE ASSISTANT* 909-253-5838 SALINAFASFIRE@GMAIL.COM	
APPARATUS SERVICE MAINTENANCE AND REPAIRS SUPPORT		
WILLIAM KALMIKOV *GENERAL MANAGER* 714-357-9706 FASFIRE@GMAIL.COM	CUAH BELTRAN *SERVICE MANAGER* 626-419-6550 CUAHFASFIRE@GMAIL.COM	
APPARATUS PARTS AND ACCESSORIES SUPPORT		
RYAN BRADBERRY *PARTS SALSMAN* 951-264-4166 RYANFASFIRE@GMAIL.COM	ANDY HWANG *PARTS/SERVICE WRITER* 909-879-7354 ANDYFASFIRE@GMAIL.COM	SALINA LINARES *OFFICE ASSISTANT* 909-253-5838 SALINAFASFIRE@GMAIL.COM
BILLING / ACCOUNTING SUPPORT		
JENNIFER RODRIGUEZ *OFFICE MANAGER* 909-879-7354 JENNFASFIRE@GMAIL.COM		
EQUIPMENT SALES AND SUPPORT		
JENNIFER RODRIGUEZ *OFFICE MANAGER/ SALES CORDINATOR* 909-301-3983 DIAMONDBACKFIRECA@GMAIL.COM	JOSH CARTEE *EQUIPMENT SALES REP* 818-355-7373 JOSHFASFIRE@GMAIL.COM	
EQUIPMENT SERVICE AND MAINTENANCE SUPPORT		
JOSH ZIMMERMAN *EQUIPMENT SERVICE MANAGER* 951-852-5682 DIAMONDBACKFIRESERVICE@GMAIL.COM		

Pricing

City of Compton Base Bid:

Fire Apparatus & Ambulances Preventative Maintenance Program

$ $98.00	Preventative Maintenance Hourly Labor Rate
$ $108.00	Repair Hourly Labor Rate (other than scheduled P.M. Services)
$ $125.00	Emergency Hourly Labor Rate (Non-Business Hours)
$ $108.00	Roadside Service Labor Rate
$ $125.00	Holiday Labor Rate (Non-Business Hours)

Estimate Service for City of Compton

Bi-Annually

(8) ENGINES

UNIT #	PARTS	LABOR	TOTAL
E41R	$360	$664	$1,024
E42	$360	$664	$1,024
E43	$360	$664	$1,024
E44	$360	$664	$1,024
E421	$360	$664	$1,024
E424	$343	$664	$1,008
E422	$309	$664	$973
E423	$344	$664	$1,008
E41	$362	$664	$1,027

(2) AERIALS

UNIT #	PARTS	LABOR	TOTAL
T411	$360	$693	$1,053
T412	$358	$693	$1,051

(1) AIR LIGHT UNIT

UNIT #	PARTS	LABOR	TOTAL
E428	$310	$549	$859

(1) GMC/TRAILER COMBO

UNIT #	PARTS	LABOR	TOTAL
T461	$256	$572	$828

(5) AMBULANCE

UNIT #	PARTS	LABOR	TOTAL
2010 SQ442	$297	$491	$788
2008 SQ443	$297	$491	$788
2010 R444	$297	$491	$788
2005 R446	$297	$491	$788
2005 R447	$297	$491	$788

Pump Test	$515.00

Aerial Test	$1,595.00

Annually

(8) ENGINES

UNIT #	PARTS	LABOR	TOTAL
E41R	$963	$867	$1,829
E42	$963	$867	$1,829
E43	$963	$867	$1,829
E44	$963	$867	$1,829
E421	$963	$867	$1,829
E424	$915	$867	$1,781
E422	$778	$867	$1,645
E423	$891	$867	$1,758
E41	$968	$867	$1,835

(2) AERIALS

UNIT #	PARTS	LABOR	TOTAL
T411	$963	$924	$1,887
T412	$394	$924	$1,318

(1) AIR LIGHT UNIT

UNIT #	PARTS	LABOR	TOTAL
E428	$736	$693	$1,429

(1) GMC/TRAILER COMBO

UNIT #	PARTS	LABOR	TOTAL
T461	$642	$682	$1,324

(5) AMBULANCE

UNIT #	PARTS	LABOR	TOTAL
2010 SQ442	$588	$682	$1,270
2008 SQ443	$588	$682	$1,270
2010 R444	$588	$682	$1,270
2005 R446	$588	$682	$1,270
2005 R447	$588	$682	$1,270

**INCLUDES TRSANS FLUID / TRANS FILTER*

Quote #2

SOUTH COAST
EMERGENCY VEHICLE SERVICE

SERVICE AGREEMENT

Proposed Services:

- 90-day inspections with PM service
- Electrical diagnosis and repairs
- Engine diagnosis and repairs
- Parts Procurement
- Collision repair and paint
- Brakes and general repairs
- A/C repairs
- Seat upholstery
- Graphics, striping, reflective tape

CONTRACT PRICING

HOURLY RATES		INSPECTIONS	
PM Service	$145 / hour	90 Day BIT inspection	$85 / unit
Body/Paint	$145 / hour	Annual Pump Testing	$485
Mechanical	$145 / hour	Aerial Certification w/NDT	$2890
Electrical	$145 / hour	Aerial Certification w/o NDT	$2272

- This contract is effective upon agreement by both parties and will remain in effect until 6/30/2024. Any requested changes to this document shall be reviewed by both parties, and a new contract will be issued once agreement is reached.
- SCEVS will provide estimates for all work outside the scope of this document. Work will not commence prior to receiving approval.
- SCEVS will direct-bill for fuel consumed, road service fee, fleet maintenance, inspections, parts, supplies, and labor at the agreed rate. Invoices will be submitted at the completion of each repair order.

The next page contains pricing examples for units that SCEVS has recently serviced. Additional pricing for service of other units is available upon request.

///SIGNED///
Matthew Szafranek, General Manager, SCEVS
6/26/2023

2005 PIERCE ARROW XT		
44	15w40 Oil @ $7.33/qt	$322.52
2	Oil Filters @ $28.52/ea	$57.04
1	Fuel Filter BF5810	$20.68
1	Fuel Filter BF5813	$29.92
1	Air Filter	$278.26
1	Dessicant Dryer	$156.80
18	Differential Fluid @ $10.59/qt	$190.62
1	Coolant Filter	$88.67
28	Trans Fluid @ $3.61/qt	$101.08
1	Transmission Filter	$118.54
1	Power Steering Filter	$24.93
1	Pierce Valve Kit	$44.47
1	HazMat disposal fee	$25
1	Tax @ 10.25%	$146.94
14	Labor @ $145/hr	$2030.00
	TOTAL PM COST/UNIT	**$3,635.47**

2019 PIERCE ARROW XT		
44	15w40 Oil @ $7.33/qt	$322.52
2	Oil Filters @ $28.52/ea	$57.04
1	Fuel Filter BF5810	$20.68
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1	Coolant Filter	$88.67
28	Trans Fluid @ $3.61/qt	$101.08
1	Transmission Filter	$118.54
1	Power Steering Filter	$24.93
1	Pierce Valve Kit	$44.47
1	HazMat disposal fee	$25
1	Tax @ 10.25%	$146.94
14	Labor @ $145/hr	$2030.00
	TOTAL PM COST/UNIT	**$3,635.47**

2005 International 4400 (A/L 428)		
38	15w40 Oil @ $7.33/qt	$278.54
1	Oil Filter	$50.43
1	Fuel Filter 3719	$17.61
1	Hydraulic filter	$28.89
1	Air Filter	$120.00
1	Cabin air filter	$23.61
1	Trans Filter Kit	$95.70
1	Purge Valve Kit	$192.04
1	AD-IP cartridge	$147.04
29	Trans Fluid @ $3.61/qt	$104.69
1	HazMat disposal fee	$25
	Subtotal	$1,084
1	Tax @ 10.25%	$108.50
8	Labor @ $145/hr	$1,160.00
	TOTAL PM COST/UNIT	**$2,352.05**

E422 1998 AMERICAN LaFRANCE		
42	15w40 Oil @ $7.33/qt	$307.86
2	Oil Filter @ 48.57/filter	$97.14
1	Fuel Filter BF5810	$20.68
1	Fuel Filter BF5813	$29.92
1	Air Filter	$167.00
40	Trans Fluid @ $3.61/qt	$144.40
1	Trans Filter Kit	$95.70
1	Purge Valve Kit	$192.04
40	Differential Fluid @ $10.59/qt	$423.60
13	Coolant @$13.46/gal	$174.98
1	HazMat disposal fee	$25
1	Tax @ 10.25%	$169.47
14	Labor @ $145/hr	$2030.00
	TOTAL PM COST/UNIT	**$3,877.79**

Quote #3

- Performance Truck Repair

PRICING PROPOSAL

FLEET MANAGEMENT SERVICES PRICING LIST

Cost proposal rate for all items listed in this Request for Proposal to be inclusive with all labor, shop fees, management fees, and environmental fees as described in the Scope of Work of the Standards Specifications, and all other items as listed as listed in the specifications. Cost proposal for directed work items such as maintenance, mechanical repairs, component replacement and reconditioning as described above.

Tier I- Standard Hourly Rate	$ 125.00
Tier II-Overtime Hourly Rate	$ 155.00
Tier III- Emergency Call Hourly Rate	$155.00

September 5, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: COMPTON FIRE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER FOR THE CITY OF DOWNEY FOR FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICES ($800,000.00)

SUMMARY

Adoption of this resolution by the City Council will authorize the City Manager to establish a purchase order in the amount of Eight Hundred Thousand Dollars ($800,000.00) for the City of Downey to provide Fire and Emergency Medical Services dispatching services for the Compton Fire Department during Fiscal Year 2023-2024. The purchase order will provide funds to cover anticipated invoices for Fire and Emergency dispatching services that are generated quarterly for the Fiscal Year 2023-2024.

BACKGROUND

The Compton Fire Department ("Department") has been a member of the Joint Powers Association ("JPA") for a number of years. Through the JPA, each member entity (i.e. the cities of Downey, Santa Fe Springs and Compton) contract to share in the costs of the infrastructural and operational services required to provide emergency communication and dispatch services. On January 17, 2017, the City Council authorized Compton's continued participation in this cooperative by adoption of Resolution No. 24,509, which approved a three (3) year (i.e. July 1, 2016 through June 30, 2019) agreement with the City of Downey, which provides, through its Communication Center, communication and dispatch services for emergency fire and medical response to the member cities. Pursuant to the terms of the agreement the term is automatically renewed for consecutive one (1) year terms until terminated by one of the JPA parties by providing six (6) months advance written notice of termination. Agreeing to this provision assures that these vital and lifesaving services are not interrupted or discontinued due to inadvertent failure to timely renew the agreement.

STATEMENT OF ISSUE

911 Fire and Emergency Medical Services dispatching services are required to properly manage and direct responding units to an emergency and while on the scene of an emergency. This service is best delivered to the citizens of Compton through the JPA where all the needed aspects of a communications center are best done through shared processes.

The current year of the agreement began July 1, 2023. In accordance with the terms of the agreement, the City will be billed for its share of the costs quarterly, forty-five (45) days after each of the following intervals: September 31st, December 31st, March 31st and June 30th. Since the fourth (4th) quarter payment is not submitted to the City until 45 days after June 30th, the authorized purchase order should be held at least 60 days past the end of Fiscal Year 2023-2024 to assure that funds are available to pay the invoice.

ALTERNATIVE

The alternative is to find a new dispatching center and purchase the hardware and software that is required for their system. This alternative will cost the City a greater impact on the budget.

FISCAL IMPACT

The cost for services provided is based on a charge of Sixty Three Dollars ($63.00) per call. Over the last several years, Compton has responded to more than 12,000 – 911 calls per year. Compton's cost for services to be rendered during Fiscal Year 2023-2024 is anticipated to be approximately $800,000.00.

Funds for this expenditure are available in the Fire Department's 2023-2024 Fiscal Year budget in Account No. 1001-690-000-4269.

RECOMMENDATION

Staff recommends that Council approve the attached Resolution.

RONERICK D. SIMPSON
FIRE CHIEF

APPROVED FOR FORWARDING:

JERRY GROOMES
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ESTABLISHMENT OF A PURCHASE ORDER FOR THE CITY OF DOWNEY FOR FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICES ($800,000.00)

WHEREAS, 911 Fire and Emergency Medical Services dispatching services are required to properly manage and direct responding units to an emergency and while on the scene of an emergency; and

WHEREAS, the Compton Fire Department ("Department") has been a member of the Joint Powers Association ("JPA") for a number of years, which provides each member entity (i.e. the cities of Downey, Santa Fe Springs and Compton) with the ability to share in the costs of the infrastructural and operational services required to provide emergency communication and dispatch services; and

WHEREAS, on January 17, 2017, the City Council authorized Compton's continued participation in this cooperative by adoption of Resolution No. 24,509, which approved a three (3) year (i.e. July 1, 2016 through June 30, 2019) agreement with the City of Downey, which provides, through its Downey Communication Center, communication and dispatch services for emergency fire and medical response to the JPA member cities; and

WHEREAS, pursuant to the terms of the agreement the term is automatically renewed for consecutive one (1) terms until terminated by one of the JPA parties by providing six (6) months advance written notice of termination; and

WHEREAS, the current year of the agreement began July 1, 2022 and in accordance with the terms of the agreement, the City will be billed for its share of the costs quarterly, forty-five (45) days after each of the following intervals: September 31st, December 31st, March 31st and June 30th; however, since the fourth (4th) quarter payment is not submitted to the City until 45 days after June 30th, the authorized purchase order should be held at least 60 days past the end of Fiscal Year 2023-2024 to assure that funds are available to pay the invoice; and

WHEREAS, over the last several years, Compton has responded to more than an approximate 12,000 – 911 calls per year and the cost for services provided is based on a charge of Sixty Three Dollars ($63.00) per call; thus, staff estimates that the cost for services to be rendered during Fiscal Year 2023-2024 to be approximately $800,000.00; and

WHEREAS, funds for this expenditure are available in the Fire Department's 2023-2024 Fiscal Year budget.

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

Section 1. That the City Manager is hereby authorized to establish a purchase order in the amount of Eight Hundred Thousand Dollars ($800,000.00), from account 1001-690-000-4269, which shall be held at least 60 days past the end of Fiscal Year 2023-2024, for the City of Downey for provision of Fire and Emergency Medical Services communication and dispatching services during the 2023-2024 Fiscal Year.

Section 2. That funds for this expenditure are available in the Fire Department's 2023-2024 Fiscal Year budget in Account No. 1001-690-000-4269.

Section 3. That a certified copy of this Resolution shall be provided to the City Clerk, City Manager, City Controller and the Fire Department.

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

ADOPTED this _____ day of _____, 2023.

_____
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, Vernell McDaniel, City Clerk of the City of Compton, do hereby certify that the forgoing Resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on _____ day of _____, 2023.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

ORIGINAL

AGREEMENT BETWEEN THE CITY OF DOWNEY AND THE CITY OF COMPTON FOR COMMUNICATION AND DISPATCH SERVICES

This Agreement ("Agreement") is made on this 1st, day of March, 2017 ~~2016~~ by and between the CITY OF DOWNEY ("DOWNEY") a California municipal corporation and charter city, and the CITY OF COMPTON ("CITY") , a California municipal corporation and collectively referred to herein as the "Parties".

WHEREAS, DOWNEY, to minimize the effect of fire and disaster and to provide the basis for effective mobilization and dispatch of all available firefighting and emergency medical resources, DOWNEY provides fire communication and dispatch services ("DOWNEY SYSTEM") to CITY;

WHEREAS, CITY desires to contract with DOWNEY to provide communication and dispatch services for emergency fire and medical response pursuant to the terms and conditions of this Agreement; and

WHEREAS, the Parties acknowledge that DOWNEY has substantial operational experience providing communication and dispatch services to local fire agencies and wishes to provide the services as described herein.

NOW, THEREFORE, the Parties agree as follows:

A. RESPONSIBILITIES OF DOWNEY. It shall be the responsibility of DOWNEY to operate the DOWNEY SYSTEM and to do all of the following:

1. Receive 911 and wireless emergency calls;
2. Transfer 911 and wireless emergency calls to other agencies as appropriate;
3. Receive 7-digit emergency and direct connect (ring-down,) calls on numbers/circuits maintained by Downey (if applicable);
4. Provide Teletypewriter Device (TTY) and foreign language translation;
5. Provide Emergency Medical Dispatch pre-arrival and life-saving protocols as established by the Priority Dispatch Corporation;
6. Enter incident information into computer aided dispatch system (CAD), including verified incident address/location, specific location information, informant's location, informant's telephone number, source code for call, basic EMD information, appropriate text and incident type codes;
7. Time stamp receipt of 911 calls, enter information into CAD, dispatch, and track status changes from mobile units. Electronically document all incident and pertinent non-incident information;
8. Review CAD recommended quantity and type of equipment and alert fire stations by electronic transmission;
9. Provide incident information via a hard copy printout (Rip-Run Printer), over mobile data system, over the voice system inside of the fire station, and broadcast vocal dispatch on designated frequency(ies);
10. Provide routine and emergency voice communications;
11. Track and record equipment status, location and availability;

12. Coordinate Area, Regional and specific agency Mutual Aid, Initial Action and Automatic Aid agreements for dispatch purposes only;
13. Formulate, dispatch and track Strike Team responses;
14. Provide CAD database, Records Management System (RMS), storage and standard reports;
15. Provide access to CAD information;
16. Provide access to unit histories;
17. Request and coordinate incident resources;
18. Coordinate station move-ups in accordance with Automatic and Mutual Aid agreements.
19. Provide staff notification by alarm level and/or incident type via wireless device;
20. Coordinate with other city departments and outside agencies as required;
21. Provide recording and retention of radio and telephone transmissions consistent with California law;
22. Provide management and supervision of the Downey Dispatch staff and system in the performance of this Agreement;
23. Provide an Annual Report of operations;
24. Provide access to the ReddiNet hospital status system;
25. Provide one Rip Run Printer at each fire station;
26. Provide privileges to the Area "E" web site;
27. Provide a cost per incident estimate for the following fiscal year to CITY by March 31st of each calendar year, including any Annual Contract Increase, if applicable.

B. RESPONSIBILITIES OF CITY. It shall be the responsibility of CITY to do all of the following:

1. Provide equipment and software which interface with the DOWNEY SYSTEM, (unless otherwise agreed to by all Parties), which include but are not limited to:
   (a) Telephone numbers and routing coordination with features consistent with the DOWNEY SYSTEM (9-1-1 and seven digit lines). Voice radio system comprised of a sufficient number of channels which adequately covers area of operation, using reliable equipment and sites.
   (b) Voice radio system comprised of a sufficient number of channels which adequately covers area of operation, using reliable equipment and sites.
   (c) Dispatching resources in all fire stations which receive and transmit voice and data signals with features consistent with the DOWNEY SYSTEM.
   (d) Reliable voice and data mobile radios and terminals in all fire apparatus, with capabilities and features consistent with the DOWNEY SYSTEM.
   (e) Reliable voice portable radios for all personnel, with the capabilities and features consistent with the DOWNEY SYSTEM.
   (f) Geographic file information suitable for entry into DOWNEY SYSTEM CAD, including street location data, including plot, city maps and other landmark/common place addresses, high value or brush areas, freeway information, and target hazards.
   (g) CITY may install special or extra telephone and/or electronic equipment in addition to the standard equipment required by this Agreement. CITY shall

be responsible for obtaining prior approval from DOWNEY for such installations. CITY shall pay for all installations in their entirety.

2. Provide listing of all apparatus, including radio designations, cross-staffed manned units and special response vehicles.
3. Provide dispatch tables, algorithms, file protocols, dispatch recommendations, and move-ups to formulate dispatch recommendations.
4. Provide Fire Department personnel list including titles, radio call signs, office and home phone numbers, and cellular telephone numbers.
5. Provide a list of key City personnel and telephone directory.
6. Provide a list of receiving hospitals and access method for paramedics.
7. Provide copies of mutual aid, automatic aid, initial action or other inter-agency agreements.
8. Provide initial and ongoing DOWNEY SYSTEM training to all radio users.
9. Provide copies of FCC licenses, if applicable.
10. Comply with DOWNEY SYSTEM Policies.
11. Use DOWNEY SYSTEM incident type codes, priorities and categories.

C. INFORMATION TECHNOLOGY SUPPORT

RESPONSIBILITIES OF DOWNEY. It shall be the responsibility of DOWNEY to do all of the following:

1. Provide technical assistance to CITY with connectivity to the DOWNEY Maintain and secure all critical hardware and software providing services to the DOWNEY SYSTEM. This includes, but is not limited to, regularly scheduled maintenance of routers, switches, servers, and firewalls. CITY will be given prior notice of all scheduled maintenance via email or phone.
2. Provide I.T. assistance by phone, remote assistance, or onsite if needed. All I.T. related service request(s) shall be submitted to: ITSupport@areaefire.org. Urgent or emergency requests can be initiated by calling (562) 904-7266 during regular business hours, M-F 7:30am - 5:30pm. After hours support or emergency I.T requests can be arranged if work cannot be completed during regular business hours.
3. Provide Terminal Services access to FDM software.
4. Provide VPN access from Mobile Data Computer (MDC) to Mobile-CAD and Mobile-RMS.
5. Provide Rip and Run printer network connectivity.
6. Provide network connectivity to Pre-Alert System.

RESPONSIBILITIES OF CITY. It shall be the responsibility of CITY to do all of the following:

1. CITY shall maintain and secure its computer equipment that provides connection to the DOWNEY SYSTEM with industry standard levels of security. This includes but is not limited to: anti-virus software which is maintained and updated regularly, regular updating of security patches and

"hotfixes" to agency computer and operating systems such as: Adobe, Flash, Java, Silverlight, Office suite, Internet browser, and any application used on the device to connect to the DOWNEY SYSTEM. CITY staff shall be responsible for proper operation of all connected computer equipment to the DOWNEY SYSTEM. Equipment and devices shall be checked for errors and Internet connectivity prior to contacting DOWNEY for support. Such equipment includes Mobile Devices, Laptops, Desktop workstations and/or any equipment connecting to the DOWNEY SYSTEM.

2. Approved mobile devices requiring access to the DOWNEY SYSTEM (Mobile Data Computer, laptops, tablets) shall be assigned a static IP address. Failure to comply will result in denial of access to the DOWNEY SYSTEM.

3. Notify DOWNEY of any changes to Mobile device IP address assignments or ISP carrier change(s) prior to implementation. Submit all information to ITSupport@areaefire.org

4. Provide VLAN and IP subnet(s) including topology drawings of your Agencies network(s) in order to meet and comply with the DOWNEY SYSTEMS' security standards and protocols.

5. CITY shall allow the DOWNEY SYSTEM access to the following systems: RipRun printers, Pre-Alert System, Fire Station computer workstations for Terminal Services (FDM) access, network printers and network share folders.

6. Maintain consumable supplies (paper, ink, toners, etc.) and provide regular maintenance of assigned RipRun Printers at each Fire station.

7. Notify DOWNEY regarding any disruption of services or scheduled maintenance of communications equipment or software upgrades.

D. TERM

This Agreement shall become effective on July 1, 2016, or on the date that the dispatching begins, whichever is earlier, ("EFFECTIVE DATE"). The Agreement shall remain operative and effective for three (3) years from the EFFECTIVE DATE, ("INITIAL TERM") or until terminated in accordance with the termination provisions herein, whichever occurs earlier. Unless terminated earlier, after the expiration of the INITIAL TERM, this Agreement shall thereafter be automatically renewed for consecutive one year terms for an indefinite period of time, without further action by the Parties hereto, until or unless terminated in accordance with the termination provisions herein.

E. TERMINATION

1. DOWNEY, acting by majority vote, may terminate this Agreement with CITY by giving written notice of such intent to CITY at least six (6) months prior to the effective date of such termination.

2. CITY may terminate this Agreement by giving written notice of such intent to DOWNEY at least six (6) months prior to the effective date of such termination.

F. COSTS AND BILLING STRUCTURE

1. **Per Incident Charge.** Beginning with the EFFECTIVE DATE and until July 1, 2019, CITY shall be charged on a per incident cost formula. Per Incident Costs for Fiscal Year (FY) 2016-17 is $63.00. Cost per Incident includes all dispatched incidents within the CITY and any mutual and automatic aid responses outside of the DOWNEY SYSTEM.

2. **Annual Contract Increase Calculation**. Each year the Cost per Incident fee may be increased by an amount not to exceed 5%. DOWNEY will include any annual contract increase in its proposed budget for the following fiscal year.

3. **Billing Cycle.** CITY shall be billed by written invoice for the services provided in this Agreement on a quarterly basis no later than forty five (45) days after the end of each fiscal quarter. All invoices shall be payable within thirty (30) days after receipt. The billing schedule is as follows:

4. **Fiscal Year Billing Quarters**

FY 1st Quarter (July 1 – September 31)
- Billed 45 days after end of quarter

FY 2nd Quarter (October 1 – December 31)
- Billed 45 days after end of quarter

FY 3st Quarter (January 1 – March 31)
- Billed 45 days after end of quarter

FY 4st Quarter (April 1 – June 30)
- Billed 45 days after end of quarter

5. **No Cost to DOWNEY.** Nothing in this Agreement shall be construed to require DOWNEY to incur any non-reimbursable cost and/or expense for the purpose of implementing this Agreement, or any of its provisions, or to require the DOWNEY SYSTEM to modify, alter, add to, remove or transform any of its existing equipment, system or facilities to implement any of the provisions of this Agreement. It is the intent of this Agreement, and the Parties acknowledge and agree, that any such changes, modifications or alterations shall be at the sole cost of CITY.

6. **Annual Budget Projection.** By March 31st of each calendar year, DOWNEY will provide CITY with a cost per incident estimate for the following fiscal year to CITY, including the Annual Contract Increase, if applicable.

G. INDEMNITY

1. **Assumption of Risk.** Each Party to this Agreement assumes full and sole responsibility for all risks of injury and damages, including damage to all operating equipment, arising from its own operation and use of, and its own

repairs and maintenance performed on the equipment and each shall be solely responsible for all claims, liability, loss, suits, damages, costs, and expenses (including attorneys, fees and costs of litigation) and personal injuries (including death at any time) resulting directly or indirectly from, or arising out of, its own operation and use of, and its own repairs and maintenance performed on the equipment and accessories. Each Party shall bear the full legal and financial responsibility for its own conduct, actions and omissions carried out in the performance of that Party's obligations and responsibilities under this Agreement.

2. Worker's Compensation. Worker's Compensation claims shall be paid by the employer of any injured worker, and subrogation rights against all Parties are expressly waived.

3. Liability for Mutual/Automatic Aid. Notwithstanding any other provisions of this Agreement and with respect to Section A.12, above, CITY shall indemnify, defend and hold harmless DOWNEY, and its officers, officials, employees, volunteers and any other public service provider, from and against any claims, damages, losses, expenses or liability, including death, injury or property damage, and including the costs of defense, arising out of the making of any calls, initiating any contract, or other actions or omissions relating to Area, Regional and/or specific agency mutual aid and/or automatic aid whenever such aid is contacted or otherwise summoned to respond from outside of the jurisdiction of CITY. The Parties acknowledge and agree that whenever such mutual aid and/or automatic aid is contacted or otherwise summoned by DOWNEY, such contact is made as a courtesy in order to facilitate the implementation of such mutual aid and/or automatic aid and is not intended to create any liability on the part of DOWNEY or any public service provider which provides such mutual air or automatic aid.

H. INSURANCE.

a. CITY's Insurance.

(1) Minimum Scope of Coverage.

CITY shall procure and maintain for the duration of the Agreement insurance or comparable coverage through a Joint Powers Authority (JPA) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement and the results of that work by CITY, its officials, officers, employees, agents and volunteers.

Coverage shall be at least as broad as:

- **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$5,000,000** per occurrence.
- **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$5,000,000** per accident for bodily injury and property damage.

- **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
- **Professional Liability (Errors and Omissions):** Insurance appropriates to the Contractor's profession, with limit no less than **$1,000,000** per occurrence or claim, **$2,000,000** aggregate.

If CITY maintains broader coverage and/or higher limits than the minimums shown above, DOWNEY shall be entitled to the broader coverage and/or higher limits maintained by CITY.

(2) Other Insurance Provisions.

The coverages provided are to contain, or be endorsed to contain, the following provisions:

i. ***Additional Insured/ Additional Covered Party Status***

DOWNEY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds/covered parties on the CGL policy or Liability Memorandum of Coverage with respect to liability arising out of work or operations performed in accordance with this Agreement, including materials, parts or equipment furnished in connection with such work or operations. This coverage can be provided in the form of an endorsement to the CITY coverage (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms, if later revisions used).

ii. ***Primary Coverage***

For any claims related to this Agreement, CITY's coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects to DOWNEY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by DOWNEY, its officers, officials, employees, agents or volunteers shall be excess of CITY's coverage and shall not contribute with it.

(3) Notice of Cancellation

Coverage shall not be canceled, except with notice to DOWNEY.

(4) Waiver of Subrogation

CITY hereby grants to DOWNEY a waiver of any right to subrogation which any insurer or JPA providing liability coverage to DOWNEY which said CITY may acquire against DOWNEY by virtue of the payment of any loss under such insurance or liability coverage. CITY agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not DOWNEY has received a waiver of subrogation endorsement from CITY or the insurer/ coverage provider.

(5) Self-Insured Retentions

Self-insured retentions must be declared.

(6) Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to DOWNEY. Coverage placed through a JPA must be with a JPA that has been accredited with excellence by the California Association of Joint Powers Authorities (CAJPA) or equivalent.

(7) Verification of Coverage

CITY shall furnish DOWNEY with original certificates and amendatory endorsements or copies of the applicable coverage language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by DOWNEY before performance of this Agreement commences. However, failure to obtain the required documents prior to the work beginning shall not waive CITY's obligation to provide them. DOWNEY reserves the right to require complete, certified copies of all required insurance policies, or JPA coverage memoranda including endorsements required by these specifications, at any time.

(8) Special Risks or Circumstances

DOWNEY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, coverage, or other special circumstances.

b. DOWNEY's Insurance.

(1) Minimum Scope of Coverage.

DOWNEY shall procure and maintain for the duration of the Agreement insurance or comparable coverage through a Joint Powers Authority (JPA) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement and the results of that work by DOWNEY, its officials, officers, employees, agents and volunteers.

Coverage shall be at least as broad as:

- **Commercial General Liability** (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **$5,000,000** per occurrence.
- **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$5,000,000** per accident for bodily injury and property damage.
- **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **$1,000,000** per accident for bodily injury or disease.
- **Professional Liability (Errors and Omissions):** Insurance appropriates to the Contractor's profession, with limit no less than **$1,000,000** per occurrence or claim, **$2,000,000** aggregate.

If DOWNEY maintains broader coverage and/or higher limits than the minimums shown above, CITY shall be entitled to the broader coverage and/or higher limits maintained by DOWNEY.

(2) Other Insurance Provisions.

The coverages provided are to contain, or be endorsed to contain, the following provisions:

i. ***Additional Insured/ Additional Covered Party Status***

CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds/covered parties on the CGL policy or Liability Memorandum of Coverage with respect to liability arising out of work or operations performed in accordance with this Agreement, including

materials, parts or equipment furnished in connection with such work or operations. This coverage can be provided in the form of an endorsement to the DOWNEY coverage (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms, if later revisions used).

ii. ***Primary Coverage***

For any claims related to this Agreement, DOWNEY's coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects to CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CITY, its officers, officials, employees, agents or volunteers shall be excess of DOWNEY's coverage and shall not contribute with it.

(3) Notice of Cancellation

Coverage shall not be canceled, except with notice to CITY.

(4) Waiver of Subrogation

DOWNEY hereby grants to CITY a waiver of any right to subrogation which any insurer or JPA providing liability coverage to DOWNEY which said DOWNEY may acquire against CITY by virtue of the payment of any loss under such insurance or liability coverage. DOWNEY agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not CITY has received a waiver of subrogation endorsement from DOWNEY or the insurer/ coverage provider.

(5) Self-Insured Retentions

Self-insured retentions must be declared.

(6) Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to CITY. Coverage placed through a JPA must be with a JPA that has been accredited with excellence by the California Association of Joint Powers Authorities (CAJPA) or equivalent.

(7) Verification of Coverage

DOWNEY shall furnish CITY with original certificates and amendatory endorsements or copies of the applicable coverage language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by CITY before performance of this Agreement commences. However, failure to obtain the required documents prior to the work beginning shall not waive DOWNEY's obligation to provide them. CITY reserves the right to require complete, certified copies of all required insurance policies, or JPA coverage memoranda including endorsements required by these specifications, at any time.

(8) Special Risks or Circumstances

CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, coverage, or other special circumstances.

I. EQUIPMENT

1. Purchase and Maintenance of Equipment. CITY shall purchase, install, test and maintain the following equipment and hardware: Fire Alerting System; Mobile Data Computers (MDC), Mobile Radios, Portable Radios, Personnel Alerting, and any

other Downey approved systems. In addition to the equipment, CITY shall be solely responsible for the cost of any additional or related equipment or hardware needed to implement this Agreement. This includes, but is not limited to, installation, testing, light/audio relays, shipping, insurance, taxes, antennas, coax, public address systems, speakers, power supplies or any other Downey approved equipment.

2. Radio Backbone Ownership. Title and ownership of the radio backbone including, but not limited to, base stations, repeaters, microwave and related equipment shall belong to DOWNEY.

J. GENERAL PROVISIONS

1. Entire Agreement. This Agreement supersedes any and all other Agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments.

2. Interpretation. This Agreement is the product of negotiation and compromise on each Party's part. Every provision in this Agreement shall be interpreted as though the Parties equally participated in its drafting. Therefore, notwithstanding the provisions in California *Civil Code* Section 1654 to the contrary, if this Agreement's language is uncertain, the Agreement shall not be construed against the Party causing the uncertainty to exist.

3. Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of California.

4. Severability. Should any part, term or provision of this Agreement or any document required herein to bet executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

5. Attorneys' Fees. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which he/she/it may be entitled. "Prevailing party" means a party who dismisses the action or proceeding in exchange for payment of a sum(s) allegedly due; performance of the term(s) or covenant(s) allegedly breached or violated; or consideration substantially equal to the relief sought in the action.

6. Waiver of Breach. The waiver of either Party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision.

7. **Assignment.** Nothing under this Agreement shall be construed to give any rights or benefits to any party other than DOWNEY and CITY. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of DOWNEY and CITY, and not for the benefit of any other party. CITY shall not assign any right or interest in this Agreement, and shall not delegate any duty owed, without DOWNEY's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material beach upon which DOWNEY may immediately terminate or suspend this Agreement. In the event DOWNEY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform and be bound by this Agreement's covenants, conditions, obligations and provisions.

8. **Successors and Assigns.** Subject to the provisions regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective parties.

9. **Time is of the Essence.** Whenever a task is to be performed by CITY herein, the same shall be performed consistent with any time constraints set forth hereunder, including exhibits, time being considered of essence of this Agreement. Unless otherwise specified in this Agreement, all references to "days" refer to calendar days.

10. **Force Majeure.** None of the Parties shall be considered in default in the performance of their obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such Party which include but are not limited to acts of God, labor disputes or civil unrest. Any delays beyond the control of the Parties shall automatically extend the time schedule as set forth in this Agreement by the period of any such delay.

11. **Notices.** Notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date either personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. Postal mailbox or at any U.S. Post Office; or when sent via facsimile to a Party at the facsimile number set forth below or to such other or further facsimile number provided in the notice sent under the terms of this paragraph, on the date of transmission of that facsimile. Should any of the Parties have a change of address, they shall immediately notify the other Parties in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests shall be given to the following addresses:

City of Downey:
11111 Brookshire Avenue
Downey, CA 90241
ATTN: Fire Chief
(562) 299-5400

City of Compton:
201 S. Acacia
Compton, CA, 90221
ATTN: Chief Bryan Batiste
(310)605-6500

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the Parties shall sign a sufficient number of counterparts, so that each Party will receive a fully executed original of this Agreement.

13. **Prior Agreements**. This Agreement supersedes all prior agreements between DOWNEY AND CITY for Dispatch Services.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year opposite each of their respective signatures.

CITY OF DOWNEY

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF COMPTON

2/9/17
City Manager

ATTEST:

2-9-17
City Clerk

APPROVED AS TO FORM:

1/31/17
City Attorney

September 5, 2023

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **STREET SUPERINTENDENT**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM UNITED PACIFIC SERVICES INC., TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A THREE-YEAR SERVICE AGREEMENT WITH THE OPTION OF TWO (2) ONE-YEAR EXTENSIONS AND TO ISSUE A PURCHASE ORDER TO UNITED PACIFIC SERVICES, INC. FOR CITYWIDE TREE MAINTENANCE SERVICES FOR FISCAL YEAR 2023-2024 IN AN AMOUNT NOT TO EXCEED FOUR-HUNDRED-THOUSAND DOLLARS ($400,000)**

SUMMARY

A resolution of the City Council of the City of Compton accepting the proposal from United Pacific Services Inc., to authorize the City Manager to enter into a three-year service agreement and to issue a purchase order for Citywide tree trimming services in the amount of Four-Hundred Thousand Dollars ($400,000).

BACKGROUND

The City of Compton's Urban Forest Program is committed to managing and enhancing the street trees in the City to ensure that all the residences of Compton enjoy the optimum benefits that can be obtained from this precious resource known as the urban forest.

The Urban Forestry Program oversees more than 12,000 trees and is responsible for administering proper tree care; planting new trees; removing dead and hazardous trees; conducting reforestation projects in the parks, municipal grounds, open spaces, medians and streets, and maintaining a street database with maintenance information about trees throughout the City.

The Urban Forestry helps define the character of the City, supports Compton's public health, provides habitat for wildlife, creates spaces for enjoyment, cleans our air and water and reduces the quantity of stormwater runoff.

STATEMENT OF THE ISSUE

The management of public trees falls exclusively to the City of Compton's Public Works Street Maintenance Department (Department). As a result, the Department advertised for a Request for Proposal for Tree Maintenance Services on April 10, 2023 in the Bulletin newspaper, placed on the City's website and emailed to local municipal tree vendors.

As a result of the Request for Proposal, the City received six (6) proposals for the City's tree maintenance program by the stipulated deadline of May 4, 2023.

Tree Contractor Submitters

1 Golden West Arborists .
2 Mariposa Tree Service
3 North Star Tree Service
4 Tiger Tree Service
5 United Pacific Services, Inc
6 West Coast Arborists

In accordance with the RFP, Contractors are required to perform the following tree maintenance activities at various sites throughout the City:

1. Tree trimming plus schedule
2. Tree removal plus schedule
3. Tree planting plus schedule
4. Clean up and disposal and/or recycling of generated green waste
5. Root pruning and root barrier installation
6. Tree inventory by species and management when directed
7. Small tree care
8. Emergency on-call services

All six (6) tree contractors:

- Submitted their proposals on time
- Submitted their bid price sheets
- Met the minimum requirements/certification for tree trimming maintenance services

Partial **Schedule of Compensation** Price Sheet:

Contractor	Price/ Grid Trim	Price/Aesthetic (19-24 dbh)	Price/Palm (Coco)	Price/Planting (36 in box)	Price/Emergency (3-man crew)
GOLDREN WEST	$110	$1320	$95	$1200	$480
MARIPOSA	$70	$200	$100	$1100	$345
NORTH STAR	$75	$175	$75	$725	$264
TIGER TREE	$58	$225	$60	$800	$225
UNITED PACIFIC	$80	$245	$55	$850	$270
WEST COAST	$90	$250	$69	$1250	$300

*Please note that Contractors were provided a **Schedule of Compensation** sheet requesting the pricing for over 30 individual tree maintenance services. The prices for these tree services were dependent upon tree size, tree type and tree service.*

The Public Works Superintendent and staff evaluated each proposal and interviewed by telephone accessing their equipment, availability to respond to requests, staff resources and overall experience in tree maintenance services for other municipalities.

The award of citywide tree maintenance services was not awarded to the lowest bidder, it was awarded to the lowest most responsive bidder in the opinion of the Public Works Street Maintenance staff.

*The decision to select United Pacific Services over the other vendors solicited, was that the "Tree Inventory" software and GPS Inventory services were included in their bid package. The other vendors would charge a cost per tree of $38,277-$255,180 for Tree Inventory Software package and $15,948.75-$191,385 for the GPS software and inventory. There are approximately 12,759 trees in the City.

Tree Inventory & GPS Software Packages

Contractor	Tree Inventory and Software package	GPS Inventory	GPS Software Package
GOLDREN WEST	$20.00/tree	$15.00/tree	$2,250.00
MARIPOSA	$0.00 included in bid	$5.00/tree	$0.00 included in bid
NORTH STAR	$3.00/tree	$3.00/tree	$1800.00
TIGER TREE	$3.00/tree	$1.25/tree	$1.00
*UNITED PACIFIC	$0.00/included in bid	$0.00/included in bi	$0.00/included in bid
WEST COAST	$4.00/tree	$4.00/tree	$0.00

The Tree Inventory and GPS services are both very important to the City because it provides a record of the location and characteristics of individual trees, and the characteristics of their environs within defined geographic areas. Tree Inventories include street trees, trees in the parks and tree at other City owned properties locations. The Tree Inventory allows the City to develop a comprehensive urban forest management program; which looks at the condition of the City's trees and provides recommendations where needed for improvement.

United Pacific Services provides the City with a software program called "TreeKeeper" that is a versatile tool that can manage data such as; 1. Tree inventories, 2. Manage order request calls, 3. Manage work, 4. Create reports and 5. Provide an Integrated Mapping component of trees throughout the City.

United Pacific Services is currently the City's contractor for tree maintenance and has been for the last four years. Public Works staff is satisfied with the services provided by the company. The company was deemed the best qualified firm to continue the management of the tree maintenance services program to meet the needs of the City of Compton.

United Pacific Services, Inc. has provided tree maintenance work with over 20 municipalities in Southern California and the company employs certified Arborists and Pest Control Advisers. The firm has a 2-acre shop and office facility located in the City of South Gate and can respond to emergency tree requests within thirty (30) minutes.

In order to accept the proposal from United Pacific Services, award a three-year service agreement for Tree Maintenance Services effective July 1, 2023- June 30, 2026 with two (2) one-year extensions, and to establish a purchase order for $400,000, City Council approval is necessary.

RECOMMENDATION

The Public Works Street Maintenance Department asks the City Council to accept the bid submitted by United Pacific Services, Inc. for the City of Compton Tree Maintenance Services, authorize the City Manager to enter into a three-year service agreement with two (2) one-year extension options, and to issue a purchase order in the amount of Four Hundred Thousand Dollars ($400,000) in for fiscal year 2023-2024 in account 2810-720-000-4266 (American Rescue Plan Act).

FISCAL IMPACT

The Public Works Street Maintenance Department has funding available in the 2023-2024 fiscal year budget in the amount of Four Hundred Thousand Dollars ($400,000) in Account No. 2810-720-000-4266 (American Rescue Plan Act). Additionally, funds in the amount of Four Hundred Thousand Dollars ($400,000) will be budgeted in fiscal year budgets; 2024-2025 and 2025-2026.

DAMION TIMMONS
STREET SUPERINTENDENT

APPROVED FOR FORWARDING

JERRY G. GROOMES
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM UNITED PACIFIC SERVICES INC., TO AUTHORIZE THE CITY MANAGER TO ENTER INTO A THREE-YEAR SERVICE AGREEMENT WITH THE OPTION OF TWO (2) ONE-YEAR EXTENSIONS AND TO ISSUE A PURCHASE ORDER TO UNITED PACIFIC SERVICES, INC. FOR CITYWIDE TREE MAINTENANCE SERVICES FOR FISCAL YEAR 2023-2024 IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THOUSAND DOLLARS ($400,000)

WHEREAS, the City of Compton's Urban Forestry Program oversees approximately
12,000 trees throughout the City; and

WHEREAS, the Urban Forestry Program is responsible for administering proper tree care including; planting new trees; removing dead and hazardous trees; conducting reforestation projects in the parks, municipal grounds, open spaces, medians and streets; and

WHEREAS, the Urban Forestry Program maintains a tree database with maintenance information about the trees throughout the City; and

WHEREAS, the City's Urban Forestry helps to define the character of the City, supports public health, provides habitat for wildlife, creates spaces for enjoyment, cleans our air and water and reduces the quantity of stormwater runoff; and

WHEREAS, the management of the public trees is the responsibility of the City's Public Works Street Maintenance Department; and

WHEREAS, in April 10, 2023, the Public Works Street Department advertised a Request for Proposal for Tree Maintenance Services in the Bulletin newspaper, placed on the City's website and emailed to local municipal tree vendors; and

WHEREAS, as a result of the advertisement**,** on May 4, 2023, a total of six (6) proposals were received (Golden West Arborists, Mariposa Tree Service, North Star Tree Service, Tiger Tree Service, United Pacific Services, Inc. and West Coast Arborists); and

WHEREAS, the Public Works Superintendent and staff evaluated each proposal and interviewed by telephone accessing their equipment, availability to respond to requests, staff resources and overall experience in tree maintenance services for other municipalities; and

WHEREAS, below is a partial **Schedule of Compensation** Price Sheet provided by each vendor for common tree services:

Contractor	Price/ Grid Trim	Price/Aesthetic (19-24 dbh)	Price/Palm (Coco)	Price/Planting (36 in box)	Price/Emergency (3-man crew)
GOLDREN WEST	$110	$1320	$95	$1200	$480
MARIPOSA	$70	$200	$100	$1100	$345
NORTH STAR	$75	$175	$75	$725	$264
TIGER TREE	$58	$225	$60	$800	$225
UNITED PACIFIC	$80	$245	$55	$850	$270
WEST COAST	$90	$250	$69	$1250	$300

*Please note that Contractors were provided a **Schedule of Compensation** sheet requesting the pricing for over 30 individual tree maintenance services. The prices for these tree services were dependent upon tree size, tree type and tree service.*

WHEREAS, t*he award of citywide tree maintenance services was not awarded to the lowest bidder but it was awarded to the lowest most responsive bidder in the opinion of the Public Works Street Maintenance staff*.

WHEREAS, *the decision to select United Pacific Services over the other vendors solicited, was that the "Tree Inventory" software and GPS Inventory services were included in their bid package; and

Tree Inventory & GPS Software Packages

Contractor	Tree Inventory and Software package	GPS Inventory	GPS Software Package
GOLDREN WEST	$20.00/tree	$15.00/tree	$2,250.00
MARIPOSA	$0.00 included in bid	$5.00/tree	$0.00 included in bid
NORTH STAR	$3.00/tree	$3.00/tree	$1800.00
TIGER TREE	$3.00/tree	$1.25/tree	$1.00
*UNITED PACIFIC	$0.00/included in bid	$0.00/included in bid	$0.00/included in bid
WEST COAST	$4.00/tree	$4.00/tree	$0.00

WHEREAS, if the City selects one of the other vendors, a cost per tree of $38,277-$255,180 for Tree Inventory Software package and $15,948.75-$191,385 for the GPS software and inventory; and

WHEREAS, the decision to select United Pacific Services was based upon the current relationship the City and the plans with the contractor to meet the overall tree maintenance needs of the City; and

WHEREAS, United Pacific Services, Inc**.** is a professional tree maintenance company with urban forest management solutions that is green eco-friendly, and focuses on establishing and maintaining relationships with the community at large; and

WHEREAS, United Pacific Services, Inc. has worked with over 20 municipalities in Southern California and employs certified Arborists and Pest Control advisers; and

WHEREAS, City staff has developed a relationship with this vendor and plans have been communicated on how to best meet the City's overall tree maintenance needs of the City.

WHEREAS, the Public Works Street Maintenance staff recommends the City Council accept the proposal submitted by United Pacific Services, Inc. to provide annual tree maintenance services for a three-year service agreement period with the option for two (2) one-year extensions; and

WHEREAS, funding in the amount of Four Hundred Thousand Dollars ($400,000) is available in the Public Works Street Maintenance fiscal year 2023-2024 budget in Account 2810-720-000-4266 (American Rescue Plan Act) Additionally, funds in the amount of Four Hundred Thousand Dollars ($400,000.00) will be budgeted in fiscal year budgets; 2024-2025, 2025-2026 fiscal year budgets.

WHEREAS, the City Council hereby accepts the proposal submitted by United Pacific Services, Inc., to authorize the City Manager to enter into a three year service agreement with two one year extension options and to issue a purchase order for $400,000.00 for FY 2023-2024; and

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

SECTION 1. That the City Manager accepts the proposal submitted by the United Pacific Services company.

SECTION 2. That the City Manager is hereby authorized to enter into a three-year agreement with the option of two (2) one-year extensions with United Pacific Services, Inc.

SECTION 3. That the City Manager is hereby authorized to issue a purchase order to United Pacific Services, Inc. for fiscal year 2023-2024 in the amount of Four Hundred Thousand Dollars to provide annual maintenance of trees as part of the City's Urban Forestry Program from Account No. 2810-720-000-4266.

SECTION 4. That funds in the amount of $400,000 will be available in the Public Works Street Maintenance Department 2023-2024 fiscal year budget in account number 2810-720-000-4266 (American Rescue Plan Act) to pay for tree maintenance services.

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

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

ADOPTED this _____ day of _____, 2023.

_____
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, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing resolution was passed and adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk, at a regular meeting thereof, held on the _____ day of _____, 2023, by the following vote:

AYES: COUNCILMEMBERS –
NOES: COUNCILMEMBERS –
ABSTAIN: COUNCILMEMBERS –
ABSENT: COUNCILMEMBERS –

_____
CITY CLERK OF THE CITY OF COMPTON

SERVICES AGREEMENT BETWEEN
THE CITY OF COMPTON
AND
UNITED PACIFIC SERVICES, INC.

This **AGREEMENT** is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **UNITED PACIFIC SERVICES, INC**. (hereinafter referred to as "**CONTRACTOR")** located at 120 E. La Habra Boulevard, La Habra, California 90631-2310, pursuant to Resolution No. _____, adopted _____, 2023.

AGREEMENT:

That the **CITY** and **CONTRACTOR**, for the consideration, terms and conditions herein described, mutually agree as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR:

CONTRACTOR shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for the provision of providing annual tree maintenance services, which shall include, but not be limited to: tree trimming, tree removal, recommended schedule planting, clean-up/disposal, root pruning/root barrier, tree inventory by species, tree care, and emergency on-call services citywide.

- **Annual maintenance of trees**
- **Tree trimming**
- **Tree removal**
- **Tree planting**
- **Clean-up and disposal**
- **Root pruning/root barrier**
- **Tree inventory by species**
- **Small tree care**
- **Emergency call-out services**

Except as otherwise agreed, **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 competent and substantial manner and to the satisfaction of the **CITY,** the work herein set forth. **CONTRACTOR** shall bear all costs associated with this work, including, but not limited to, all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc., used by **CONTRACTOR** in connection with this work.

2. COMPENSATION:

The method of payment for the services rendered pursuant to this Agreement shall be based on a fee-for-services basis, billable at the unit price rates specified within the **CONTRACTOR's Proposal**. It is understood and agreed between the parties that the maximum compensation payable for the services to be provided by the **CONTRACTOR** during fiscal year 2023-2024 of this Agreement and shall be limited to a not-to-exceed amount of **Four Hundred Thousand Dollars ($400,000).**

The total sum paid the **CONTRACTOR** will 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 Agreement, the **CITY** shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

CONTRACTOR shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the **CITY** of itemized 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 **Public Works Department - Street Superintendent** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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

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; provided, however, that the **CITY** may condition payment of such compensation upon the **CONTRACTOR's** delivery to the **CITY** of any and all **CITY** property, documents, reports, records, materials and work product associated with the performance of this Agreement.

3. TERM OF AGREEMENT:

The term of this Agreement shall be for citywide tree maintenance services for a period of three years, beginning July 1, 2023 through June 30, 2026, with the option of providing two (2) one-year extensions, unless terminated earlier as provided herein.

4. INDEPENDENT CONTRACTOR STATUS:

CONTRACTOR, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the **CITY**. Neither the **CITY** nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the **CONTRACTOR**, except as expressly set forth in this Agreement. **CONTRACTOR** expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that **CONTRACTOR** shall not at any time or in any manner, represent that **CONTRACTOR** is in any manner officers, employees, agents or volunteers of the **CITY**. **CONTRACTOR** shall obtain no rights to retirement, health care or any other benefit that accrue to **CITY** officials, officers, or employees. **CONTRACTOR** expressly waives any claim to such rights.

5. SUCCESSORS, ASSIGNMENT AND DELEGATION:

CITY and the **CONTRACTOR** each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Contract or sublet it in whole or part without the written consent of the other, nor shall the **CONTRACTOR** assign any monies due or to become due to it hereunder, without the previous written consent of the **CITY**. Any attempted assignment of this Contract without the written consent of both parties is void.

6. NONDISCRIMINATORY EMPLOYMENT PRACTICES:

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

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

7. INDEMNIFICATION:

CONTRACTOR shall indemnify and save harmless the **CITY**, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the **CITY** and shall defend, indemnify and save the **CITY** from any and all liability and expense including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions for **CONTRACTOR**, its officers, employees, subcontractors or agents on account of the performance or character of this work.

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

8. INSURANCE:

A. **CONTRACTOR**, by executing this Agreement, hereby certifies:

(1) "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with such provisions before commencing the performance of the work of this Contract."

(2) ***CONTRACTOR*** *further agrees to require all subcontractors to carry Worker's Compensation Insurance as required by the Labor Code of the State of California.*

B. Without limiting **CONTRACTOR's** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. Evidence of such insurance, which shall be provided by insurer(s) satisfactory to the **CITY's** Risk Manager, shall be delivered to the **CITY**. Such evidence shall express conditions that the **CITY** is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein, including at least ten (10) day notice of any non-payment of premium(s). ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the CITY may immediately terminate this Agreement.***

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

1. General Liability. **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars ($1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

2. Workers' Compensation Insurance. **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement a program of Workers' Compensation Insurance and Employer's Liability Insurance in an amount and form to meet all applicable requirements of the State Labor Code and which specifically covers all persons providing services by or on behalf of the **CONTRACTOR** and all risks to such persons under the Agreement.

3. Automotive Liability. A program of insurance with a limit of liability of not less than **One Million Dollars ($1,000,000.00)** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

4. Insurance Endorsements. The liability insurance policy(ies) shall be endorsed with the following language:

.a The City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers are to be named and covered as **"additional insureds"** with respect to liability arising out of the activities of the **CONTRACTOR**.

.b The insurer waives all rights of subrogation against the **CITY**.

.c Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the **CITY**.

.d Identity of the insured(s).

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 Agreement. The **CONTRACTOR** is advised that the **CITY does not** carry Contractor's Risk insurance, and the Contractor shall obtain its own coverage. **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. **CONTRACTOR** shall ensure any and all contracts with its Trade Contractors performing services under this Agreement meet the insurance requirements of this Agreement.

9. PERMITS AND LICENSES:

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

Upon execution of this Agreement, the **CONTRACTOR** shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

10. WARRANTIES:

CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the **CONTRACTOR**, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the **CONTRACTOR**, any fee, commission, percentage, brokerage fee, gift or contingent fee. For breach or violation of this warranty, the **CITY** has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. 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 Agreement. **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.

12. COMPLIANCE WITH LAW:

All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal laws, including compliance with the Air Quality Management District (AQMD) standards and orders.

13. WAIVERS:

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

14. TERMINATION:

Notwithstanding any other provision of this Agreement, this Agreement may be terminated as follows:

A. The **CONTRACTOR** becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

B. The **CONTRACTOR** persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

C. The **CONTRACTOR** fails to perform or breaches any material obligation under this Agreement, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

D. The **CITY** may terminate this Agreement at any time by giving thirty (30) days written notice of termination to **CONTRACTOR**. If the **CITY** gives such notice of termination, **CONTRACTOR** shall cease immediately all work in progress, unless otherwise directed by the **CITY**. Upon termination **CONTRACTOR** shall furnish to the **CITY** a final invoice for work performed.

14. AMENDMENTS:

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

15. GOVERNING LAW AND SEVERABILTIY:

This Agreement shall be governed by and construed under the laws of the State of California. Should any part of this Agreement 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 Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the un-excised portion, can be reasonably interpreted to give effect to the intentions of the parties.

16. CONTRACTOR's BOOKS AND RECORDS:

CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to work,

services, expenditures and disbursements charges to the **CITY** for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

CONTRACTOR shall maintain all documents and records which demonstrate performance under this Agreement 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 Agreement 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** 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 Agreement.

17. EXAMINATION AND AUDIT:

This Contract shall be subject to examination and audit of the State Auditor of the State of California and 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 Agreement.

18. EXTENT OF AGREEMENT:

This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all and any part of the subject matter hereof. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the **CITY**.

Incorporated herein and made a part hereof are the **CITY's "Request for Proposal for Tree Maintenance Services for the City of Compton"** and the **CONTRACTOR's Proposal for "Tree Maintenance Services"** (dated May 4, 2023).

19. NOTICES:

Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective three (3) business days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

TO CONTRACTOR:

UNITED PACIFIC SERVICES, INC.
120 LA HABRA BOULEVARD
La Habra, California 90631-2310
(562) 691-4600 x225
(562) 691-8839 – fax.
Attn: Gus Franklin, President

TO CITY: **CITY OF COMPTON**
205 South Willowbrook Avenue
Compton, California 90220
Attn: PW Department – Street Superintendent
(310) 605-5691 – tel.
(310) 609-1753 – fax.

NOTE: A copy of any notice provided to the PW Street Superintendent shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.

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.

20. CERTIFICATIONS:

CERTIFICATIONS OF CONTRACTOR

I, **Gus K. Franklin, HEREBY CERTIFY** that I am the Chief Executive Officer, and duly authorized representative of the **CONTRACTOR** firm of **UNITED PACIFIC SERVICES, INC.**, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) 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 agreement; nor

(b) 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 agreement; nor

(c) 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 agreement.

DEBARMENT AND SUSPENSION CERTIFICATION

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against he/she/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or

destruction of records, making false statements, or receiving stolen property within the past 3 years; and

- are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in the preceding paragraph; and
- have not had one or more public transactions (Federal, State or local) terminated for cause or default within the past 3 years.

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

_____ _____

GUS K. FRANKLIN, President **(Date)**

21. MISCELLANEOUS:

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

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

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

UNITED PACIFIC SERVICES, INC.
CONTRACTOR

Dated: _____ **By_____**
Gus K. Franklin, President

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Damion D. Timmons
Public Works Street Superintendent

Approved by:

Dated: _____ **By_____**
Thomas Thomas, City Manager

Approved as to form:

By _____ **Dated: _____**
Eric J. Perrodin, City Attorney

ATTEST:

Dated: _____ **By_____**
Vernell McDaniel, City Clerk

COPY 3

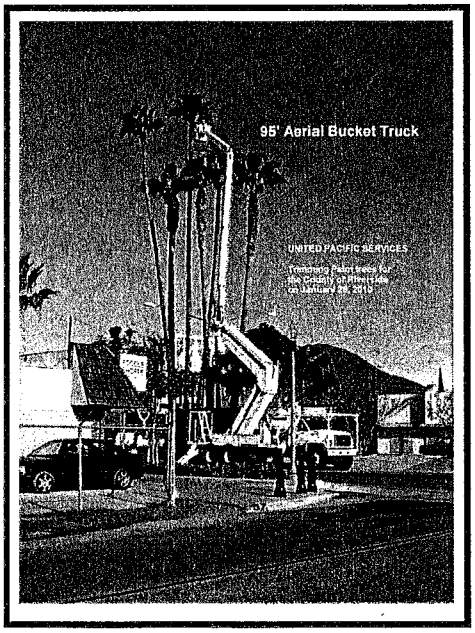
CITY OF COMPTON

PUBLIC WORKS STREET MAINTENANCE DEPARTMENT
REQUEST FOR PROPOSAL
for
CITYWIDE TREE MAINTENANCE SERVICES

Proposal Due By:

No later than 5:00 p.m., Thursday, May 4, 2023
CITY OF COMPTON
Office of the City Clerk
205 South Willowbrook Avenue
Compton, CA 90220

UNITED PACIFIC SERVICES, INC.



Submitted by: UNITED PACIFIC SERVICES, INC.

LOS ANGELES COUNTY OFFICE:
Eric Franklin, Executive Vice President
5529 Leeds Street
South Gate, CA 90280
(562) 691-4600 office, (562) 691-8839 fax
Eric@Unitedpac.com - email

LOS ANGELES COUNTY OFFICE
Jack Mooring, Vice President
5529 Leeds Street
South Gate, CA 90280
(562) 691-4600 office, (562) 691-8839 fax
Jack@Unitedpac.com - email

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"This proposal is in compliance with the Request for Proposal and the City's Standard Maintenance Services Agreement" and no exceptions to either are proposed: AGREED TO BY:

Authorized Signature: _____ Date: 05/02/2023

Eric Franklin, Executive Vice President

UNITED PACIFIC SERVICES, INC.

5529 Leeds Street
South Gate, CA 90280
OFFICE 1-562-691-4600
Fax 1-562-691-8839

May 4, 2023

COVER LETTER /INTRODUCTION

Mr. Damion Timmons
Street Superintendant
Public Works Department
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

RE: INVITATION FOR BID – TREE MAINTENTANCE SERVICES
Bid Due Date: By no later than 5:00 p.m. on Thursday, May 4th,2023

Dear Mr. Damion Timmons,

United Pacific Services, Inc. (UPS) has completed numerous contracts for many Municipalities, Counties and State agencies. During the past forty-five years we have supervised the completion of over $145,000,000 in contacts for 130 California municipalities. During this same period of time we supervised and completed numerous contracts for the counties of San Bernardino, Riverside, Ventura, Orange and San Diego and Los Angeles. All contracts were completed on time and to specifications. We have never been assessed liquidated damages for failure to complete a contract on time or to specifications, nor have we ever had a complaint filed with the Contractors State Licensing Board against the company or the owners. In addition to our current annual contracts, just last year we were awarded annual contracts with the cities of South Gate (4 years) and Santa Monica (5 years) worth a total value of $12,774,000 including the option years. We were also awarded annual contracts last year with the Counties of Los Angeles and Orange valued at 2,100,000 anually. These contracts include tree trimming, tree planting, tree removal, tree watering, landscape maintenance and

tree inventory using Treekeeper software. If selected by the City of Compton we will continue to provide the city with crews that have equipment that has been certified and meets all state safety and air quality requirements to complete the tree maintenance work in a timely and professional manner like we have for the past 3 years of service to the city of Compton. Our crews will be supervised by an ISA Certified Arborist and tree trimming will be done by Certified ISA tree trimmers. Also if selected we will continue to use the Treekeeper inventory which will be provided at no extra cost to the city. UPS is a state licensed contractor and holds both the C27 (Landscape) and C61 D49 (Tree) state contractors licenses. Both licenses are in good standing with the State of California and bonds have been posted with the State. We have also included in our proposal our QAL license, State of California Pest Control License, Agricultural Pest Control Registation number and our Pest Control Advisor License.

In our proposal I have included Thirty-four Government Endorsement Signatures, Ten Government Endorsement Signaturesin 2012, Ten Government Endorsement Signatures rating our company's performance as Excellent in 2004 and Fourteen City Endorsement Signatures in 1981. Please review our list of Fifty-six letters of Recommendation from 1977 to 2016 and seven letters of Recommendation from various Municipalities and County agencies from 2004 to 2016. We have also included a list of 76 letters of recommendation from various government agencies for your review. We look forward to continue working with the City of Compton and believe that our proven track record of accomplishments and experience in the performance of current and past contracts will provide the City with a level of confidence in our ability to successfully pursue this contract with the skills and experience you require and expect. If you have any questions or need additional information, upon review of our bid submittal, please do not hesitate to call me(562) 254- 1196.

**Note*

United Pacific Services has 6 employees who live in Compton and have worked for the company from 5 to 20 years and are highly experienced in doing tree maintenance contracts.

Sincerely,

Jack D. Mooring
Vice President
Municipal Arborist #905

United Pacific Services, Inc.
5529 Leeds Street
South Gate, CA 90280
(562) 691-4600 office, (562) 691-8839 fax
ERIC@UNITEDPAC.COM - Cell (562) 254-0746

Title Page

United Pacific Services, Inc. has reviewed "Notice of Invitation for Bid,

FOR

CITY OF COMPTON

REQUEST FOR PROPOSAL

For

"CITYWIDE TREE MAINTENANCE SERVICES"

Responses to be received until

Final submittal Date:

No Later than 5:00 p.m., on Thursday
May 4, 2023

Proposal addressed to:

City of Compton
City Clerk's Office
205 South Willowbrook Avenue,
Compton, CA 90220

Authorized Signature:

Corporate seal

Eric L. Franklin
Executive Vice President
Signature Binds the Corporation

This bid shall remain valid for a period of not less than 90 days from the date of submittal

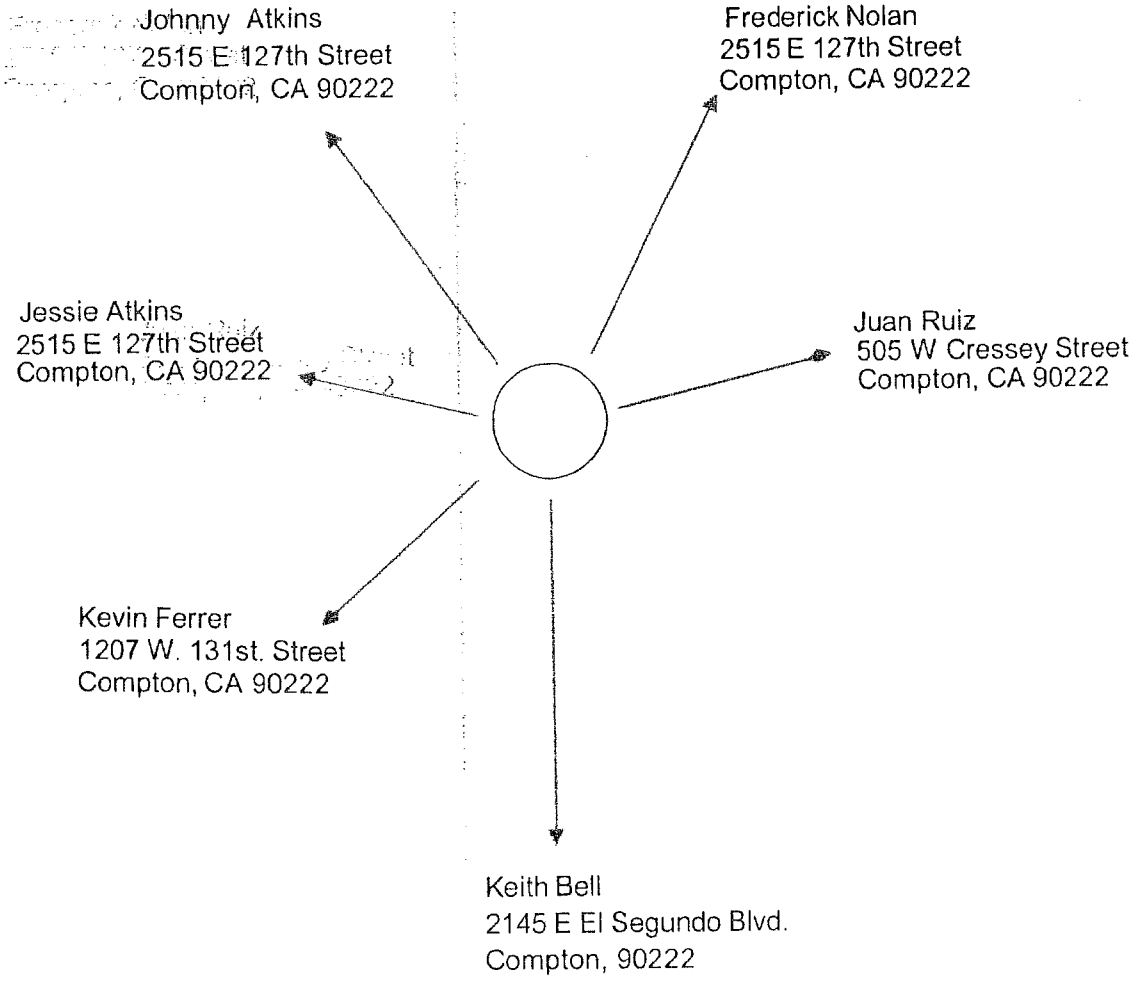
Date: 5/02/2023

UNITED PACIFIC SERVICES

LOCAL EMPLOYEES WHO LIVE IN COMPTON

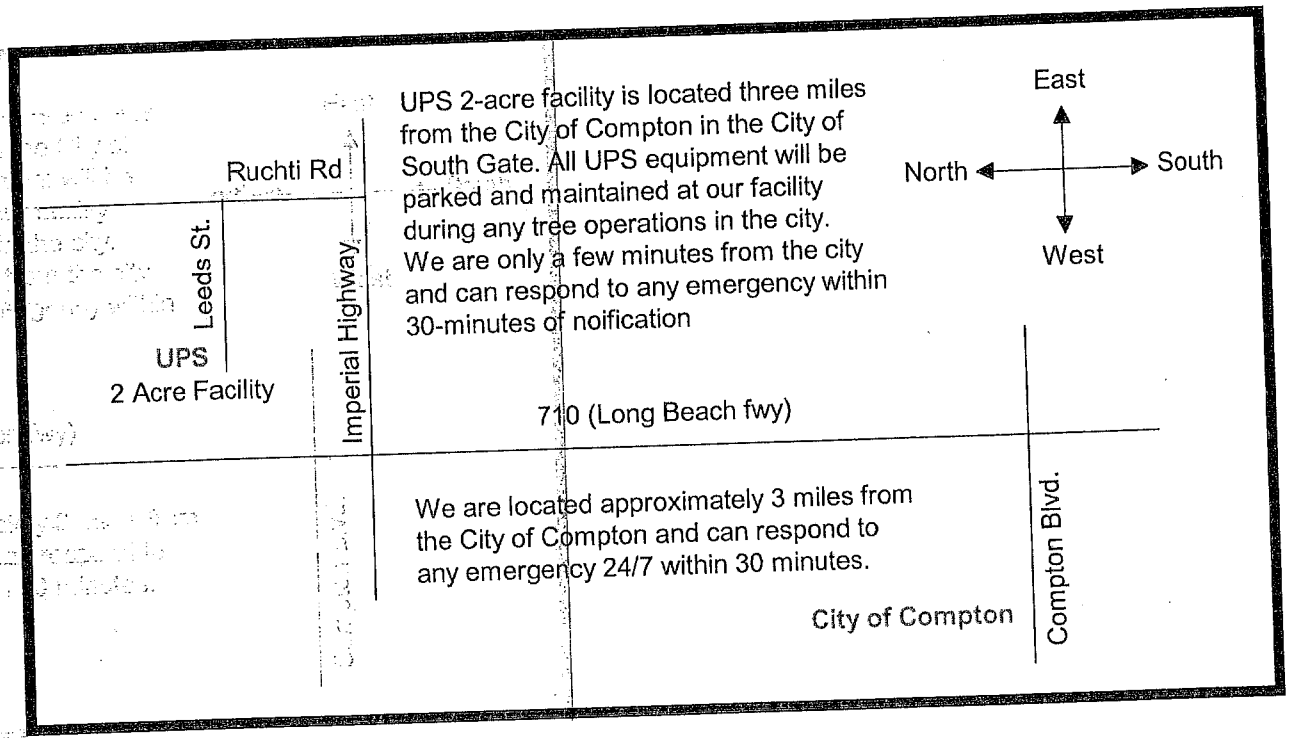
United Pacific Services, Inc. (UPS) currently has Six (6) employees who live in the City of Compton. These employees have worked for UPS for many years and they are very experienced in doing city and county tree and landscape maintenance contracts for the County of Los Angeles exceeding 20 million since 2000. The City of Compton will have a crew who lives in Compton that can respond to any emergency situation from fallen limbs and branches to an entire tree falling in the street and the illegal dumping of debris/trash throughout the City.

SIX EMPLOYEES WHO LIVE IN COMPTON



UNITED PACIFIC SERVICES

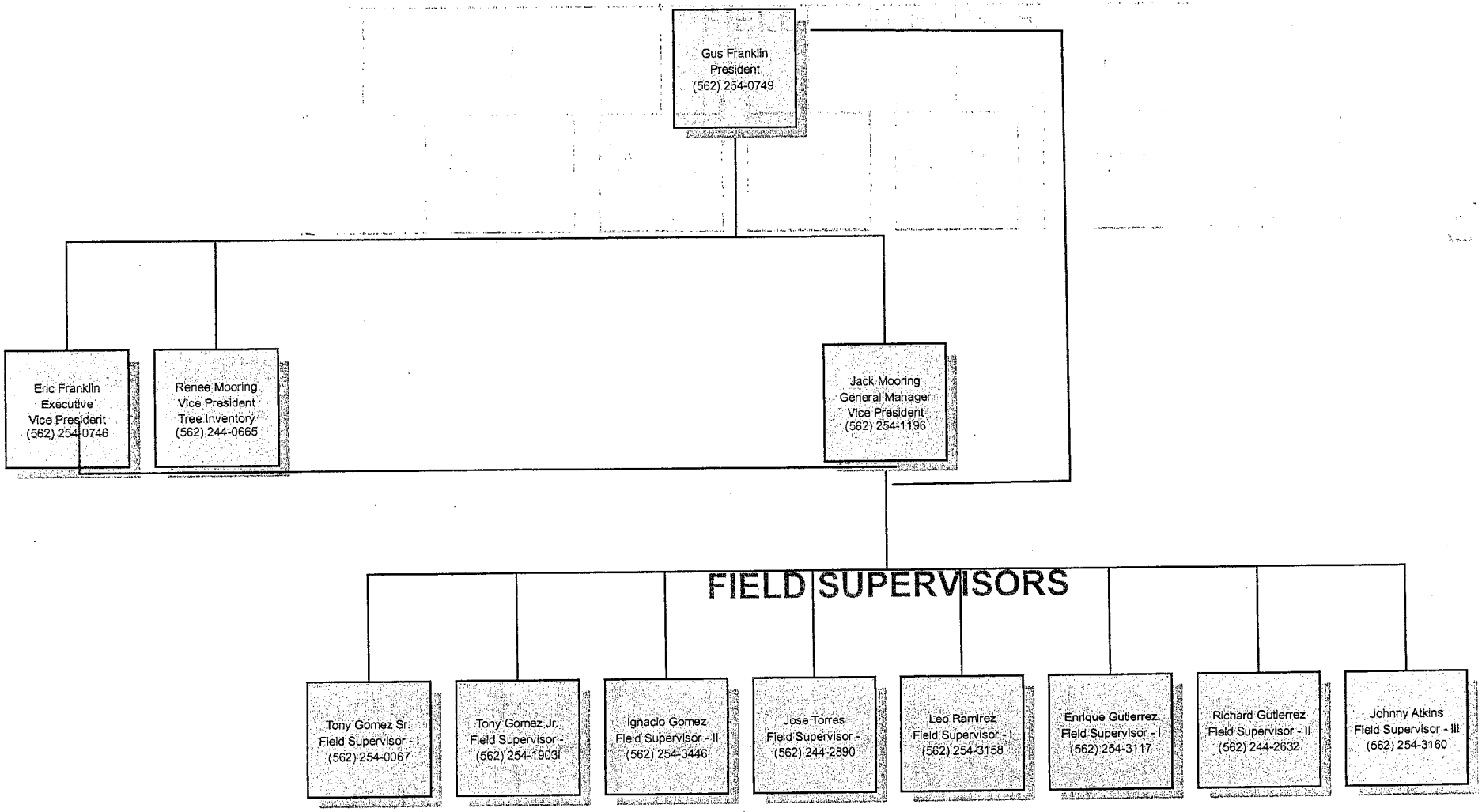
OFFICE FACILITY & EQUIPMENT YARD
5529 Leeds Street
South Gate, CA 90280
Office (562) 691-4600, Fax (562) 691-8839



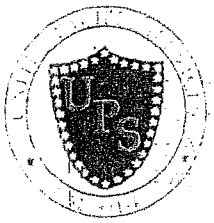
United Pacific Services, Inc.

Organizational Chart

City of Compton



City of Compton
Organizational Chart
Assigned Crew



General Manager
Jack Mooring
Certified Arborist
ISA # WE-0905

Vice President
Eric Franklin
Certified Arborist
ISA # WE-2158

Field Supervisor
Jose Torres
ISA Tree Worker
ISA # WE-1070

Tree Inventory
Renee Mooring
Certified Arborist
ISA # WE-10452

Luis Padilla
ISA Tree Worker
Tree trimmer
ISA # WE-11045

Atanacio Hernandez
ISA Tree Worker
Tree trimmer
ISA # WE-11099

Antonio Gomez Jr.
ISA Tree Worker
Tree trimmer
ISA # WE-11181

Ignacio Gomez
ISA Tree Worker
Tree trimmer
ISA # WE-11179

Filemone Chavez
Truck Driver
Groundman

Angel Lopez
Truck Driver
Groundman

Antonio Cornel
Truck Driver
Groundman

EMPLOYEE QUALIFICATIONS / EXPERIENCE

UNITED PACIFIC SERVICES, INC.

City of Compton - Assigned Crew, Citywide Tree Maintenance

NAME OF CONTRACT: Request for Proposals (RFP) for Tree Maintenance Services for the City of Compton

	NAME OF EMPLOYEE	TITLE	YEARS OF EXPERIENCE	NAME OF CONTRACT	AMOUNT OF CONTRACT	TYPE OF WORK	YEAR
1.	**Eric L. Franklin** Cell # 562-254-0746 I.S.A.WE-2158AU - Utility Specialist I.S.A.WE-2158A - Certified Arborist I.S.A. Tree Risk Assessment - TRAQ ACRT. #03268 - Electrical	Executive Vice Presider	26	1. City of Long Beach Queensway Bay 2. County of Los Angeles - As- Needed Tree Maintenance 3. Orange County Sanitation District 4. City of Simi Valley 6. San Diego Port District Tree Maintenance County of Riverside	475,000 per year for three (3) years total 1,425,000 377,000 for 2009 Emergency Tree Work 200,000 per year total 1,000,000 400,000 per year total 3 million 225,000 per year total 1,350,000	Landscape & Tree maintenance Tree maintenance Landscape & Tree maintenance Tree maintenance Tree maintenance	2002 to 2010 (7 years) 2002 to 2022 (20 years) 2004 to 2009 (5 years) 2010 to 2018 (8 years) 2005 to 2010 (5 years0
2.	**Jack Mooring** Cell # 562-254-1196 ACRT #03266 - Electrical I.S.A.WE-0905A - Certified Arborist I.S.A. #403 - Certified Tree Worker I.S.A. Tree Risk Assessment - TRAQ I.S.A. Municipal Arborists	Vice President / General Manager	39	1. County of Riverside - Tree Maintenance 2. Port of San Diego Tree Maintenance 3. City of Simi Valley Tree Maintenance 4. City of Santa Clarita Tree Maintenance	375,000 per year for 11 years total 4,125,000 225,000 per year for six (6) years total 1,350,000 400,000 per year Total 4,000,000 550,000 per year for three (3) years total 1,650,000	Tree maintenance Tree maintenance Tree maintenance Tree maintenance	2005 to 2022 (17 years) 2004 to 2010 (6 years) 2008 to 2018 (10 years) 2007 to 2010 (3 years)
3.	**Luis Padilla** I.S.A. WE-11045 Certified Tree Worker CPR 06-04-2022 First Aid 06-04-2022	Crew Foreman I Certified Trimmer	28	1. City of Los Angeles Tree Maintenance 2. City of Simi Valley Tree Maintenance 3. L.A. River/Compton Creek/ Rio Hondo - County L.A. L.A. River/Rio Hondo County of Los Angeles	1,200,000 per year for three (3) years total 3.6 million 633,542 per year For eight (8) years Total 5,068,000 353,175 per year for three (3) years total 1,059,525	Tree maintenance Tree maintenance Tree maintenance	2015 to 2018 (3 years) 2010 to 2018 (8 years) 2001 to 2004 (3 years)
4.	**Antonio Gomez** I.S.A. WE-11181 Certified Tree Worker CPR 06-04-2022 First Aid 06-04-2022	Crew Foreman II Certified Trimmer	32	1. County of Los Angeles As-needed Tree maintenance 2. City of Simi Valley Tree maintenance 3. City of Santa Clarita Tree maintenance 4. County Riverside Tree maintenance	377,000 for 2009 Emergency Tree work 400,000 per year total 800,000 550,000 per year total 1,650,000 375,000 per year	Tree maintenance Tree maintenance Tree maintenance Tree maintenance	2002 to 2022 (20 years) 2008 to 2020 (12 years) 2007 to 2010 (3 years) 2005 to 2010 (5 years)
5.	**Ruben Serrano** I.S.A. WE-1289 Certified Tree Worker CPR 06-04-2022 First Aid 06-04-2022	Certified Trimmer	18	1. City Rancho Cucamonga As-needed Tree maintenance 2. City of Simi Valley Tree maintenance 3. City of Santa Clarita Tree maintenance 4. County Riverside Tree maintenance	1,000,000 per year Emergency Tree work 400,000 per year total 2,400,000 550,000 per year total 1,100,000 375,000 per year	Tree maintenance Tree maintenance Tree maintenance Tree maintenance	2015 to 2018 (10 years) 2008 to 2014 (6 years) 2006 to 2008 (2 years) 2005 to 2022 (17 years)
6.	**Jose Torres** I.S.A. WE-11070 Certified Tree Worker CPR 06-04-2022 First Aid 06-04-2022	Certified Trimmer	34	1. City Rancho Cucamonga As-needed Tree maintenance 2. City of Simi Valley Tree maintenance 3. City of Santa Clarita Tree maintenanc	1,000,000 per year Emergency Tree work 400,000 per year total 1,600,000 550,000 per year total 1,650,000	Tree maintenance Tree maintenance Tree maintenance	2008 to 2018 (10 years) 2004 to 2008 (4 years) 2002 to 2004 (2 years)

UNITED PACIFIC SERVICES, INC.

KEY PERSONNEL - CERTIFICATIONS for CITY OF COMPTON

NO.	EMPLOYEE	MUNICIPAL - COUNTY - STATE YEARS OF EXPERIENCE	CERTIFICATIONS	POSITION
1.	ERIC FRANKLIN	26	I.S.A. CERTIFIED ARBORIST LICENSE NO. # WE-2158AU I.S.A. CERTIFIED UTILITY SPECIALIST LICENSE NO. # WE-2158AU ACRT,LINE CLEARING - CERTIFICATION NO. # 03208 QAL LICENSE NO. # 101277 STATE CONTRACTORS LICENSE QUALIFIER # C27	Executive Vice President Field Supervisor
2.	JACK MOORING	39	I.S.A. CERTIFIED ARBORIST LICENSE NO. #WE-0905AM I.S.A. CERTIFIED TREE WORKER LICENSE NO. #WE-0403 I.S.A CERTIFIED MUNICIPAL ARBORIST LICENSE NO. #WE-0905AM	Vice President General Manager
3.	GUS FRANKLIN	48	STATE CONTRACTOR LICENSE QUALIFIER # C61-D49 ACRT, LINE CLEARING - CERTIFICATION # 03263	President
4	RENEE MOORING	18	I.S.A. CERTIFIED ARBORIST LICENSE NO. #WE-10452AM	AREA SUPERVISOR
5	ROBERT PILZ	23	I.S.A. CERTIFIED ARBORIST LICENSE NO. #WE-9676A	ISA - TRAINING / INSTRUCTOR
6	JOSE TORRES	34	I.S.A. CERTIFIED TREE WORKER LICENSE NO. #WE-11070	Crew foreman - Tree trimmer
7	EVAN WHITMARSH	15	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 2021L	Tree trimmer
8	JULIAN JIMENEZ	25	I.S.A. CERTIFIED TREE WORKER LICENSE NO. 446	Tree trimmer
9	RUBEN SERRANO	18	I.S.A. CERTIFIED TREE WORKER LICENSE NO. # WE-1289	Tree trimmer
10	ATANACIO HERNANDEZ	15	I.S.A. CERTIFIED TREE WORKER LICENSE NO. #WE-11099	Tree trimmer
11	TONY GOMEZ	32	I.S.A. CERTIFIED TREE WORKER LICENSE NO. #WE-1118	Crew foreman - Tree trimmer
12	LUIS PADILLA	28	I.S.A. CERTIFIED TREE WORKER LICENSE NO. #WE-11045	Tree trimmer
13	IGNACIO GOMEZ	28	I.S.A. CERTIFIED TREE WORKER LICENSE NO. #WE-11179	Crew foreman - Tree trimmer
14	ANTONIO GOMEZ	38	ACRT, LINE CLEARING - CERTIFICATION NO. 03031 AMERICAN RED CROSS CERTIFICATION CPR 04-10-2004 AMERICAN RED CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Crew foreman - Tree trimmer
15	JORGE TORRES	18	ACRT, LINE CLEARING - CERTIFICATION NO. 03031 AMERICAN RED CROSS CERTIFICATION CPR 04-10-2004 AMERICAN RED CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Crew foreman - Tree trimmer
16	ENRIQUE GUTIERREZ	31	ACRT, LINE CLEARING - CERTIFICATION NO. 03033 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Tree trimmer/crew foreman/gardene
17	JOHNNY ATKINS	25	IRRIGATION/TURF SPECIALIST CERTIFICATION NO. 4519	Turf and Irrigation repair/maintenanc
18	LEO RAMIREZ	31	ACRT, LINE CLEARING - CERTIFICATION NO. 03034 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Truck driver/crew foreman/gardene
19	FILEMON CHAVEZ	32	ACRT, LINE CLEARING - CERTIFICATION NO. 03037 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Root pruner operator/loader operato
20.	ESTABAN COHETZALTITLA	31	ACRT, LINE CLEARING - CERTIFICATION NO. 03036 AMERICAN CROSS CERTIFICATION CPR 04-10-2004 AMERICAN CROSS CERTIFICATION FIRST AID 04-10-2004 CONFINED SPACE CERTIFICATION 07-15-03	Tree trimmer/truck driver

UNITED PACIFIC SERVICES, INC.

RESUME OF KEY STAFF

A.) NAME OF EMPLOYEE: Jack Mooring

*** Certifications:**

1.) I.S.A. Certified Arborist # WE-0905A and I.S.A. Municipal Arborist
2.) I.S.A. Certified Tree Worker # 403
3.) Certified Line Clearing Aborist

*** Work supervised:**

1.) City of Long Beach from 2001 to 2014 ($175,000 per year - 14 years)
2.) City of Simi Valley from 2008 to 2018 ($650,000 per year - 8 years)
3.) City of Fountain Valley from 2009 to 2018 ($245,000 per year - 9 years)
4.) County of Riverside from 2011 to 2018 ($500,000 per year - 7 years)
5.) City of Los Angeles from 2013 to 2018 ($875,000 per year - 5 year)
6.) City of Los Angeles current work 2015 to 2018 ($1,200,000 per year - 3 year)

Over thirty-five years of experience of supervising contracts for thirty-two municipalities and four counties in Southern California. In addition supervised United Pacific contracts with the City of Long Beach for the Parks, Recreation and Marine including the Queensway Bay and Tidelands for thirteen years from 2001 to 2014.

B.) NAME OF EMPLOYEE: Eric Franklin

*** Certifications:**

1.) I.S.A. Certified Arborist # WE-2158AU
2.) I.S.A. Certified Utility Specialist # WE-2158AU
3.) QAL Qualified Applicatior License # 101277
4.) C27 State Contractors License Qualifier

*** Work supervised:**

1.) County of Los Angeles from 2006 to 2011, emergency work ($500,000 per year - 5 years)
2.) City of Santa Clarita from 2006 to 2009 ($400,000 per year - 3 years)
3.) County of Los Angeles from 2008 to 2018, landscape / tree maintenance work ($800,000 per year)

*** Tree Inventory Software supervised:**

1.) City of Fountain Valley
2.) City of Simi Valley

Over twenty-five years of experience of supervising municipal and county contracts for various cities and counties throughout Southern California. In addition supervised tree inventories for various cities

C.) NAME OF EMPLOYEE: Renee Mooring

*** Certifications:**

1.) I.S.A. Certified Arborist # WE-10452A and I.S.A. Municipal Arborist

*** Tree Inventory Software supervised:**

1.) City of Simi Valley
2.) City of Fountain Valley
3.) City of Vernon
4.) City of Goleta
5.) City of Downey
6.) City of Highland

Over seven years of experience of doing tree inventories / software for various cities throughout Southern California.

D.) NAME OF EMPLOYEE: Jose Torres

*** Certifications:**

1.) I.S.A. Certified Tree Worker # 1601
2.) Line Clearance Arborist - Electrical Hazard Awareness
3.) Line Clearance Arborist - Emergency Response and Aerial Rescue Training

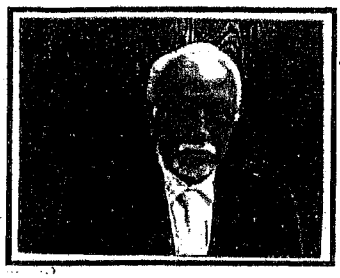
*** Work supervised:**

1.) City of Highland
2.) City of Rancho Cucamonga
3.) City of Goleta
4.) City of Downey
5.) County of Riverside
6.) County of Los Angeles
7.) City of Los Angeles
8.) City of Santa Clarita

Over twenty years of experience of supervising various tree maintenance contracts for cities and counties in Southern California. In addition does emergency tree work for various cities throughout southern California. Supervised our contract for the City of Rancho Cucamonga for ten years since October of 2008 to September of 2018.

UNITED PACIFIC SERVICES - EXPERIENCE

Gus K. Franklin
President / CEO - Cell Phone # (562) 254-0749



C61- D49 State of California Contractors License # 790590 (Qualifier)
President / CEO of Allied Tree Company 1969 to 1982 (11 years)
Completed over 15 million in government contracts
Vice President of United Pacific Corporation 1982 to 1990 (8 years)
Completed over 25 million in government contracts
President / CEO of TransPacific Environmental 1991 to 1999 (8 years)
Completed over 18 million in government contracts
President / CEO of United Pacific Services 1999 to 2021 (22 years)
Completed over 77 million in government contracts

Eric L. Franklin
Executive Vice President - Cell Phone # (562) 254-0746

C27 State of California Contractors License # 790590 (Qualifier)
I.S.A. Certified Utility Specialist # WE-2158AU
I.S.A. Certified Arborist # WE-2158AU
Qal Qualified Applicator License # 101277
Supervised County of Los Angeles Contracts from 2005 to 2021
Supervised City of Santa Clarita from 2006 to 2009
Supervised Tree Inventory for City of Fountain Valley (six years)
Supervised Tree Inventory for City of Simi Valley (10 years)

Jack Mooring
Vice President / General Manager - Cell Phone # (562) 254-1196

I.S.A. Certified Arborist #WE-0905A
I.S.A. Certified Municipal Arborist #WE-0905A
Certified Line Clearing Arborist
Supervised County of Los Angeles contract for 1.5 million 2021
Supervised City of Pasadena conract for over 2 million from 2019 to 2021
Supervised County of Riverside contract for over 2.3 million from 2011 to 2021
Supervised City of Simi Valley contract for over 4 million from 2008 to 2018
Supervised City of Los Angeles contracts for over 5 million from 2013 to 2021

Renee L. Mooring
Vice President / Special Projects - Cell Phone # (562) 244-0665

I.S.A. Certified Arborist #WE-10452A
I.S.A. Certified Municipal Arborist #WE-10452A
CTSP Certified Treecare Safety Professional # 03316
Wildlife Protector Certificate / Diploma - TLC Wildlife Certification
ISA Tree Identification & Selection - Master Arborist Certification
ISA Tree Risk Assessment Certification
First Aid CPR/AED INSTRUCTOR - Completion date 08/24/2020 - 2 years
Master Tree Inventory Specialist (MTIS) - ArborPro and TreeKeeper Inventory software

Stephen Franklin, Controller - Cell Phone # (714) 905-4130

Stephen Franklin has over 10 years experience as an accountant and has a AA Degree in Bussiness Management from a Community College. He was also trained by Amy Black & Associates, CPA in doing accounting using QuickBooks. His main job function is doing Accounting including payroll and paying our accounts payables and montoring payments made by our various government contracts. Mr.Franklin is a third Generation of the Franklin Family providing tree maintenance for city, county and state contracts primarily in Southern California since 1975

UNITED PACIFIC SERVICES - EMPLOYEES EXPERIENCE
I.S.A - CERTIFICATIONS

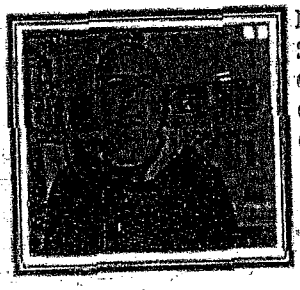
Ignacio Gomez - (UPS) Tree Supervisor Employee for 19 years

I.S.A. Certified Tree Arborist / Tree Worker Specialist Certificate # WE-11179L
City of Pasadena - from 2019 to 2024 completed over $1,200,000
City of Los Angeles - from 05/07/2014 to 12/31/2018 completed over $3,581,303
County of Riverside - from 2011 to Present completed over $1,500,000
County of Los Angeles - from 2000 to Present completed over $6,320,248
City of Long Beach - from 2002 to 2010 completed over $2,000,000
City of Fountain Valley - from 2010 to 2020 completed over $1,250,000
City of Del Mar - from 2006 to 2011 completed over $75,000

Jose Torres - (UPS) Tree Supervisor Employee for 17 years

I.S.A Certified Tree Arborist / Tree Worker Specialist Certificate # WE-11070T
City of Downey from 2015 to 2021 completed over $1,500,000
City of Lomita - from 2021 to Present completed over $60,000 of a $240,000 contract
City of Rancho Cucamonga - from 2008 to 2018 completed over $5,500,000
City of Los Angeles - from 05/07/2014 to 12/31/2018 completed over $2,000,000
City of Fountain Valley - from 2010 to 2020 completed 1,000,000
City of Long Beach - from 2004 to 2009 completed over $500,000
City of Hawthorne - from 2010 to 2013 completed over $330,000

Tony Gomez Jr. - (UPS) Tree Supervisor Employee for 22 years



I.S.A. Certified Tree Arborist / Tree Worker Specialist Certificate # WE-11181T
State of California - Caltrans - from 2018 to 2023 completed over $2,700,000 of $4,667,200
City of Los Angeles - from 05/07/2014 to 12/31/2017 completed over $1,000,000
City of Santa Clarita - from 2007 to 2010 completed over $1,650,000
City of Downey - from 2018 to 2020 completed over $1,000,000
City of Highland - from 2002 to 2019 completed over $850,000
City of Rancho Cucamonga - from 2009 to 2018 completed over $2,000,000
Orange County Sanitation District from 2004 to 2009 completed over $1,000,000
County of Los Angeles - from 2001 to 2012 completed $2,278,000

Luis Padella - (UPS) Tree Supervisor Employee for 17 years

I.S.A. Certified Tree Arborist / Tree Worker Specialist Certificate # WE-11045T
City of Pasadena - from 2019 to 2024 completed over $600,000
County of Los Angeles - from 2000 to Present completed over $8,320,248
County of Riverside - from 2011 to Present completed over $500,000
City of Los Angeles - from 05/07/2014 to 12/31/2018 completed over $3,581,303
City of Fountain Valley - from 2010 to 2020 completed over $2,250,000
City of Long Beach - from 2004 to 2008 completed over $400,000
City of Bakersfield - from 2006 to 2008 completed over $600,000

Tony Gomez, Sr. - (UPS) Tree Supervisor Employee for 21 years

T.S.A. Certified Line Clearing Arborist / Electrical Hazard Certificate # UPS-2718A
County of Los Angeles - from 2000 to Present completed $2,000,000
City of Compton - from 2020 to 2023 completed $500,000 of $1,200,000
City of Highland - from 2015 to 2020 completed $325,000
City of Simi Valley - from 2008 to 2016 completed $2,400,000
City of Long Beach - from 2002 to 2010 completed $2,650,000
City of San Diego - Port District - from 2004 to 2010 completed $1,350,000
City of Goleta - from 2010 to 2015 completed $875,000

Jack Mooring

Vice President / General Manager

Resume

ISA Certified Arborist in charge of "City" Tree Maintenance Contracts

QUALIFICATIONS:

1.)	ISA Certified Arborist #WE-0905AM	Expiration date: June 30, 2022
2.)	ISA Certified Arborist Municipal Specialist	Expiration date: June 30, 2022
3.)	ISA Tree Risk Assessment Qualified	Experiation date: June 6, 2023
4.)	E-Hap Power Line Certification	Experiation date: June 15, 2021

CONTRACTS IN CHARGE OF FROM 2002 TO 2020 - 18 years:

	Name of Contract	Dates	Years	$ Dollar Amount
1.)	City of Simi Valley	2005 to 2020	15	6,000,000
2.)	County of Los Angeles	2002 to 2021	18	8,000,000
3.)	City of Pasadena	2018 to 2021	2	1,070,000
4.)	County of Riverside	2005 to 2021	15	2,000,000
5.)	City of Highland	2003 to 2021	7	350,000
6.)	City of Downey	2014 to 2021	6	2,500,000
7.)	City of Los Angeles	2015 to 2021	4	3,600,000
8.)	City of Fountain Valley	2005 to 2020	5	1,470,000
9.)	City of Rancho Cucamonga	2009 to 2019	10	7,400,000
			Total	32,390,000

EMPLOYMENT HISTORY - 34 years:

1.)	United Pacific Services, Inc.	2002 to 2021	Vice President / General Manager
2.)	TransPacific Environmental	1993 to 2000	General Manager
3.)	Trimming Land Company	1990 to 1993	Field Supervisor
4.)	Valley Crest Company	1986 to 1990	Field Supervisor

Gus K. Franklin, President

LETTERS OF RECOMMENDATION

(Fifty-six (56) letters from 1977 to 2016)

	AGENCY	RECOMMENDATION BY:	YEAR
1.	City of Fountain Valley	Tom Eynon, Tree Supervisor	05-26-2016
2.	City of Rancho Cucamonga	Antony Albano, Tree Maintenance Coordinator	08-13-2009
3.	City of Highland	Jim Richardson, Public Works Manager	09-14-2016
4.	City of Santa Clarita	Ken Pulskamp, City Mananger	05-13-2010
5.	City of Santa Cwita	Robert Sartain, Urban Forestry Supervisor	07-08-2008
6.	Alliant Driver Group	Jay P. Freeman, CPCU - Vice President	01-12-2008
7.	City of Santa Clarita	Robert Sartain, Urban Forestry Supervisor	06-28-2007
8.	Alliant Driver Group	Jay P. Freeman, CPCU - Vice President	01-12-2008
9.	Orange County District	James D. Ruth, Interim General Manager	11-07-2006
10.	County of Los Angeles	Raymond Low, Internal Audit Group	10-25-2006
11.	City of Highland	Sam Racadio, City Manager	01-17-2005
12.	Department of Transportation	Jeff Morales, Director	01-23-2004
13.	City of Long Beach	Oscar De Leon, Contract Monitor	01-12-2004
14.	County of San Bernardino	David Brackin, Abatement Supervisor	01-12-2004
15.	City of Los Angeles	Gary Striker, Park Maint. Supervisor	01-12-2004
16.	City of Pico Rivera	Steven Castellanos, Asst. Deputy Director of P.W.	05-13-1998
17.	City of Highland	Larry Williams, Public Works Manager	01-09-2004
18.	Averbeck Company	Jay P. Freeman, Account Executive	06-23-1998
19.	Caltrans - State of California	Jeff C. Morgan, Superintendent II	10-01-1998
20.	City of Norco	Christopher L. Sorensen, Mayor	10-12-1998
21.	Kellogg Supply, Inc.	H. Clay Kellogg IV, President	04-14-1998
22.	City of Highland	Larry M. Williams, Public Works Manager	05-27-1998
23.	City of Norco	Joseph S. Schenk, Director of Public Works	03-22-1996
24.	City of Arcadia	Robert A. Lang, Parks & Grounds Superintendent	06-03-1996
25.	City of Simi Valley	Agenda Summary, City Council Meeting	11-18-1996
26.	City of Santa Fe Springs	Luis F. Collazo, Planning and Development	11-29-1995
27.	Union Bank	Kelly J. Cooke, Assistant Vice President	12-08-1994
28.	Insurance Bond Division	Pat Dolan, Branch Manager	09-27-1994
29.	City of Santa Fe Springs	Ronald S. Kernes, Mayor	02-11-1993
30.	Congress of the United States	Esteban E. Torres, Member of Congress	03-17-1991
31.	City of Garden Grove	Walt E. Donovan, Mayor	11-12-1990
32.	UltraPower Malaga	R.C. Rodenbach, Fuel Procurement Manager	02-09-1990
33.	Sequoia Forest Industries	El Kessler, Fuel Procurement	02-12-1990
34.	City of West Hollywood	John Heilman, Mayor	10-14-1985
35.	S.O.S. Coral Trees	James A. Thomas, President	09-26-1985
36.	Peridian Group	Vincent Ric Takeuchi, Project Manager	06-22-1984
37.	L.A. Olympic Committee	Tak Fujii, Associate Vice President	08-12-1984
38.	Veterans Administration	Juanita D. Walker, Director	10-25-1983
39.	Judge US District Court	Terry J. Hatter, Jr. - Judge US District Court	10-04-1983
40.	City of Newport Beach	Jack Brooks, Park Superintendent	01-22-1982
41.	City of Beverly Hills	Don Boynton, Public Works Inspector	10-02-1981
42.	City of Yorba Linda	Louie Gomez, Street Superintendent	09-08-1981
43.	City of Carson	Howard B. Homan, Director of Department	09-02-1981
44.	City of La Habra	Manuel Torres, Tree Maintenance Foreman	09-01-1981
45.	City of Buena Park	Gordon Smith, Supervisor Stree Trees	09-03-1981
46.	Surety Insurance of California	Madelaine Gentry, Manager - Bond Department	05-05-1981
47.	City of Garden Grove	Lou Herz, Parks Superintendent	06-08-1981
48.	City of Fountain Valley	David L. Christensen, Field Supervisor Maintenance	09-04-1981
49.	City of Whittier	Emmett A. May, Tree Maintenance Supervisor	09-02-1981
50.	City of Fullerton	Kathy A. Greco, Community Services Coordinator	09-08-1981
51.	City of San Fernando	Fred L. Morgan, P.E. Director	04-16-1980
52.	City of Lynwood	Don V. Snavely, Director of Recreation & Parks	06-10-1980
53.	City of Lynwood	Don V. Snavely, Director of Recreation & Parks	11-21-1978
54.	City of Santa Ana	Robert E. Gresham, Director	04-10-1978
55.	City of Los Angeles	Joseph L. Lauthan, Superintendent	12-06-1977
56.	City of La Habra	Manual Torres, Tree Maintenance Foreman	12-05-1977

United Pacific Services - Current References 2022

	Name of Contract	Name and Address of Governmental Agency	Contact Persons Name Telephone Numbers Email Addresses	Description of Work	Total Amount of Contract
1.	LMD - Annual contract from 2011 to 2020 includes option years (8-years)	City of Simi Valley 500 W. Los Angeles Avenue Simi Valley, CA 93065	Emilio Blanco (805) 583-6437 EBlanco@simivalley.org	Tree trimming and removal Tree planting and watering Emergency work	3,200,000 (eight years)
2.	Street - Annual contract from 2008 to 2020 includes option years (12-years)	City of Simi Valley 500 W. Los Angeles Avenue Simi Valley, CA 93065	Emilio Blanco (805) 583-6437 EBlanco@simivalley.org	Tree trimming and removal Tree planting and watering Emergency work	2,800,000 (eight years)
3.	Annual Contract from 2018 to 2023 includes option years (5-years)	County of Riverside 4080 Lemon Street, 8th floor Riverside, CA 92501	Mark Hughes (951) 830-6860 MARHUGHE@RIVCO.ORG	Tree trimming and removal Tree planting and watering Emergency work	1,250,000 (five years)
4.	Annual Contract from 2022 to 2032 includes options years	City of Santa Monica 1685 Main Street Santa Monica, CA 90401	Matthew Wells (310) 458-2201 Matthew.Wells@santamonica.gov	Tree trimming and removal Tree planting Emergency work	18,532,000 (ten years)
5.	Annual Contract from 2015 to 2020 includes option years (5-years)	County of Los Angeles 5525 East Imperial Highway South Gate, CA 90280	Del Ortega (562) 861-0316 DOrtega@dpw.lacounty.gov	Tree trimming and removal Landscape maintenance Emergency work	4,000,000 (five years)
6.	2- Three Year Contracts 2016 to 2018	City of Los Angeles 200 N. Spring Street, Rm 355 Los Angeles, CA 90012	Hector Banuelos (213) 847-3110 hector.banuelos@lacity.org	Tree trimming city-wide	3,600,000 (2 - option years)
7.	Annual Contract 2015 to 2020 five year contract	City of Highland 27215 Base Line Highland, CA 92346	Jim Richardson (909) 863-0284 Jrichardson@cityofhighland.org	Tree trimming and removal Emergency work Tree planting	325,000 (five years)
8.	Annual Contract 2009 to 2018 ten years	City of Rancho Cucamonga 8794 Lion Street Rancho Cucamonga, CA 91730	Lucas Mitchell (909) 589-4403 lucas.mitchell@cityofrc.us	Tree trimming and removal Emergency work Tree planting	7,400,000 (10 years)
9.	Annual Contract 2019 to 2024 five years	City of Pasadena 100 North Garfield Avenue, Rm S228 Pasadena, CA 91109	Kenneth Graham (626) 484-8536 kgraham@cityofpasadena.net	Tree trimming city-wide	2,906,750 (five years)
10.	Annual Contract 2022 to 2026 four years	City of Downey 11111 Brookshire Avenue Downey, CA 90241	Giovanni Amador (562) 417-6902 gamador@downeyca.org	Tree trimming and removal Emergency / planting work	3,120,000 (four years)
				TOTAL	**$47,133,750**

dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **790590** Entity CORP

Business Name UNITED PACIFIC SERVICES INC

Classification(s) C27 C61/D49

Expiration Date 01/31/2025 www.cslb.ca.gov

DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QAL

QUALIFIED APPLICATOR LICENSE

LICENSE #: 101277 **EXPIRES: 12/31/2024**
Categories: BC Issued: 1/1/2023

ERIC L FRANKLIN
9906 TROWER CT
FOUNTAIN VALLEY, CA 92708

This License must be shown to any representative of the Director or Commissioner upon request.

County of Los Angeles

No. 230000297

AGRICULTURAL PEST CONTROL REGISTRATION

For Calendar Year Ending December 31, 2023

United Pacific Services, Inc.
5529 Leeds St, South Gate, CA 90280
(562)691-4600 x226

THIS CERTIFIES that the above-named individual or firm has been duly registered in accordance with Section 11732 of the California Food and Agricultural Code, and is entitled to engage for hire in the County of Los Angeles in the business of pest control of the types listed below:

B-LANDSCAPE MAINTENANCE

C-RIGHT OF WAY

16

Agent: Eric L Franklin
State Business License No.: 32512
Date: January 1, 2023
Revised PUEa-05 (12-19)

By: Christine Belden
Christine Belden, Deputy Agricultural Commissioner/Sealer

For: **Kurt E. Floren**
Agricultural Commissioner/
Director of Weights and Measures
County of Los Angeles

CALIFORNIA STATE TRANSPORTATION AGENCY

DEPARTMENT OF MOTOR VEHICLES
Registration Operations Division MS H875
P.O. BOX 932370 Sacramento, CA. 94232-3700
(916) 657-8153

03/01/2023

UNITED PACIFIC SERVICES INC
251 EAST IMPERIAL HIGHWAY
STE 450
FULLERTON, CA 92835

STATE OF CALIFORNIA DMV DEPARTMENT OF MOTOR VEHICLES
A Public Service Agency

MOTOR CARRIER PERMIT

DEPARTMENT OF MOTOR VEHICLES
Registration Operations Division
P.O. BOX 932370 Sacramento, CA. 94232-3700

UNITED PACIFIC SERVICES INC
251 EAST IMPERIAL HIGHWAY
STE 450
FULLERTON, CA 92835

Valid From:	03/01/2023	Valid Through:	02/29/2024
CA#:	0197287		

The carrier named on this permit, having made written application to the Department of Motor Vehicles for a permit to operate as a motor carrier of property as defined in vehicle code section 34601, and having met the requirements and paid the appropriate fees, is granted a permit of the following classification:

Private
Full Year
Corporation

Pmt Date:	02/27/2023	Office #:	154
Account #:	400897	Tech ID:	R1
Sequence #:	0141	Amt Paid:	$1,391.00

!!!IMPORTANT REMINDERS!!!

1. Your permit will expire at midnight on the 'Valid Through' date. If you do not receive a renewal notice 30 days prior to the expiration date, please submit an original application and check the "Renewal" box.
2. Your insurance must remain valid through the term of your permit or a suspension action could occur.
3. Changes to your fleet are not required to be reported until your renewal.
4. Changes to your business entity may require a new CA# and application for another Motor Carrier Permit.
5. If you decide to no longer operate as a motor carrier of property, you must submit a 'Voluntary Withdrawal' form.
6. For changes to the address, business name, officers, or authorized representative's name, please complete the 'Notice of Change' form. Changes during your renewal period may be submitted on your renewal application.
7. You may download forms from the Internet at www.dmv.ca.gov or receive further information by calling: (916) 657-8153.

California Relay Telephone Service for the Deaf or Hard of Hearing from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

A Public Service Agency

MC 2100 M (REV. 01/2011)

CALIFORNIA
AIR RESOURCES BOARD

Certificate of Reported Compliance
Truck and Bus Regulation

Issued to:

United Pacific Services Inc

CA-197287

42 Vehicles Reported

This certificate confirms that the fleet owner has attested under penalty of perjury that the statements and information they provided to the California Air Resources Board (CARB) are true, accurate, and complete regarding all relevant vehicles in the fleet required to show compliance. CARB hereby finds that the fleet listed above has reported compliance with title 13, California Code of Regulations, section 2025 (Truck and Bus Regulation). If CARB subsequently finds that the statements and information that have been provided are not true, accurate, and complete, this certificate shall be effectively revoked and the fleet subject to noncompliance penalties.

This certificate is valid until **December 31, 2023**

Printed on 2023-04-05

TRUCRS Fleet Identification
20333

S Vergis

Sydney Vergis
Division Chief, Mobile Source Control Division
California Air Resources Board

To verify the authenticity of this certificate, visit
www.arb.ca.gov/msprog/onrdiesel/tbbookup.htm

Printed on: 5/1/2023 6:24:31 PM

To verify most current certification status go to: https://www.caleprocure.ca.gov

DGS
GENERAL SERVICES

Office of Small Business & DVBE Services

Certification ID: 33376

Legal Business Name:
United Pacific Services inc

Doing Business As (DBA) Name 1:
United Pacific Services Inc

Doing Business As (DBA) Name 2:
United Pacific Services Inc

Address:
5529 Leeds Street
CA
South Gate
CA 90280

Email Address:
eric@unitedpac.com

Business Web Page:

Business Phone Number:
562/691-4600

Business Fax Number:
562/691-8839

Business Types:
Construction , Service

Certification Type	Status	From	To
SB	Approved	12/29/2022	12/31/2024
SB-PW	Incomplete		

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!
-LOG IN at CaleProcure.CA.GOV

Questions?
Email: OSDSHELP@DGS.CA.GOV
Call OSDS Main Number: 916-375-4940
707 3rd Street, 1-400, West Sacramento, CA 95605

Contractor Information

Legal Entity Name
UNITED PACIFIC SERVICES, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000010147
Registration effective date
07/01/20
Registration expiration date
06/30/23
Mailing Address
251 IMPERIAL HWY., STE 450 FULLERTON 92835 CA United States of America
Physical Address
5529 LEEDS STREET SOUTH GATE 90280 CA United States of America
Email Address
eric@unitedpac.com
Trade Name/DBA
License Number (s)
CSLB:790590
CSLB:790590

Registration History

Effective Date	Expiration Date
06/13/18	06/30/19
06/15/17	06/30/18
06/16/16	06/30/17
06/24/15	06/30/16
02/17/15	06/30/15
07/01/19	06/30/20
07/01/20	06/30/23

Legal Entity Information

Corporation Entity Number: C2101106
Federal Employment Identification Number: 330841901
President Name: GUS K FRANKLIN
Vice President Name:
Treasurer Name: SUSAN K FRANKLIN
Secretary Name: SUSAN K FRANKLIN
CEO Name:

Agency for Service:
Agent of Service Name: GUS K FRANKLIN
Agent of Service Mailing Address: 251 IMPERIAL HWY., STE 450 FULLERTON 92835 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No
Please provide your current worker's compensation insurance information below:

	PEO	PEO	PEO
PEO Information	Name	Phone	Email

Insured by Carrier
Policy Holder Name: UNITED PACIFIC SERVICES, INC.
Insurance Carrier: CYPRESS INSURANCE COMPANY
Policy Number: UNWC003915
Inception date: 07/01/19
Expiration Date: 07/01/20

The International Society of Arboriculture

Hereby Announces That

Eric Franklin

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

14 May 1998	30 June 2025	WE-2158AU
Issue Date	Expiration Date	Certification Number

ANAB
ANSI National Accreditation Board
ACCREDITED
ISO/IEC 17024
PERSONNEL CERTIFICATION BODY
#0847
ISA Certified Arborist

The International Society of Arboriculture

Hereby Announces That

Eric Franklin

Has Earned the Credential

ISA Certified Arborist Utility Specialist®

By successfully meeting ISA Certified Arborist Utility Specialist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

18 September 1999	30 June 2025	WE-2158AU
Issue Date	Expiration Date	Certification Number

The International Society of Arboriculture

Hereby Announces That

Renee Lucille Mooring

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

26 June 2014	30 June 2023	WE-10452AM
Issue Date	Expiration Date	Certification Number

ANAB
ANSI National Accreditation Board
ACCREDITED
ISO/IEC 17024
PERSONNEL CERTIFICATION BODY
#0847
ISA Certified Arborist

The International Society of Arboriculture

Hereby Announces That

Renee Lucille Mooring

Has Earned the Credential

ISA Certified Arborist Municipal Specialist®

By successfully meeting ISA Certified Arborist Municipal Specialist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

15 August 2016	30 June 2023	WE-10452AM
Issue Date	Expiration Date	Certification Number

The International Society of Arboriculture

Hereby Announces That

Ignacio Gomez

Has Earned the Credential

ISA Certified Tree Worker Aerial Lift Specialist®

By successfully meeting ISA Certified Tree Worker Aerial Lift Specialist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

15 November 2008	31 December 2023	WE-11179L
Issue Date	Expiration Date	Certification Number

The International Society of Arboriculture

Hereby Announces That

Luis H. Padilla

Has Earned the Credential

ISA Certified Tree Worker Climber Specialist®

By successfully meeting ISA Certified Tree Worker Climber Specialist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Caitlyn Pollihan
CEO & Executive Director

15 January 2005	30 June 2023	WE-11045T
Issue Date	Expiration Date	Certification Number

UNITED PACIFIC SERVICES

CERTIFICATIONS

ANSI ACCREDITED

	Name of Employee	Certifications	ISA #	Exp. Date
1.	Eric Franklin	ISA Certified Arborist	WE-2158AU	Jun 30, 2025
2.	Eric Franklin	ISA Utility Specialist	WE-2158AU	Jun 30, 2025
3.	Jack Mooring	ISA Certified Arborist	WE-0905AM	Jun 30, 2025
4.	Jack Mooring	ISA Municipal Arborist	WE-0905AM	Jun 30, 2025
5.	Renee Mooring	ISA Certified Arborist	WE-10452AM	Jun 30, 2023
6.	Renee Mooring	ISA Municipal Arborist	WE-10452AM	Jun 30, 2023
7.	Jorge Pavia	ISA Certified Arborist	WE-11236A	Jun 30, 2025
8.	Antonio Gomez	ISA Certified Tree Worker	WE-11181T	Jun 30, 2023
9.	Jose Torres	ISA Certified Tree Worker	WE-11070T	Dec 31, 2025
10.	Ignacio Gomez	ISA Certified Tree Worker	WE-11179L	Dec 31, 2023
11.	Atanacio Hernandez	ISA Certified Tree Worker	WE-11099T	Dec 31, 2024
12.	Evan Whitmarsh	ISA Certified Tree Worker	WE-2021L	Dec 31, 2024
13.	Luis Padilla	ISA Certified Tree Worker	WE-1607L	Dec 31, 2023
14.	Santos Rivera	ISA Certified Tree Worker	WE-0645L	Dec 31, 2020
15.	Julian Jimenez	ISA Certified Tree Worker	WE-0446L	Dec 31, 2020

AMERICAN RED CROSS - INSTRUCTORS

American Red Cross
Training Services

1.	Holly Monahan	First Aid/ CPR/AED INSTRUCTOR	Date completed: 08/24/2020 - 2 years
2.	Renee Mooring	First Aid/CPR/AED INSTRUCTOR	Date completed 08/24/2020 - 2 years

LINE CLEARANCE ARBORIST / EMERGENCY AERIAL RESCUE - CERTIFICATIONS

North America TRAINING SOLUTIONS

1.	Wilfredo Guevara	7.	Estaban Cohetzaltitla
2.	Juan Ruiz	8.	Leo Ramirez
3.	Jack Mooring	9.	Ignacio Gomez
4.	Enrique Munoz	10.	Juan Manzo
5.	Salvadore Padilla	11.	Luis Gaona
6.	Antonio Gomez	12.	Jorge Gaona

TREE CARE INDUSTRY ASSOCIATION
Tree Care ACADEMY

LiUNA!
Laborers' International Union of North America

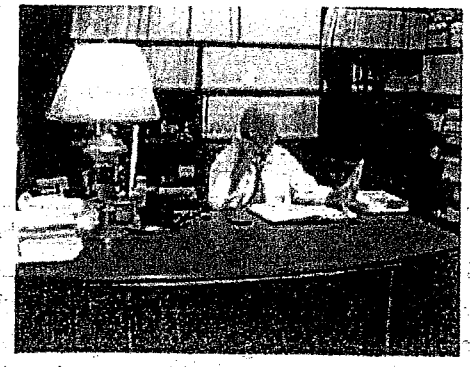
Aerial Rescue Training Program GRADUATE

ADDITIONAL CERTIFICATIONS

1.	Renee L. Mooring	Wildlife Protector Certification	
2.	Renee L. Mooring	Diploma - TLC Wildlife Certification	
3.	Renee L. Mooring	ISA Tree Identification & Selection - Master Arborist Certification	
4.	Renee L. Mooring	ISA Tree Risk Assessment WE-10452AM	Jun 30, 2023
5.	Atanacio Hernandez	TCIA Tree Care Academy - Aerial Rescue Certification	
6.	Renee Mooring	CTSP Safety Professional CN 03316	Apr 29, 2024

UNITED PACIFIC SERVICES, INC.

Gus K. Franklin, President.



I have been contracting with various cities and counties for tree maintenance work since 1971. For over forty years I have successfully supervised the completion of contracts for 85 municipalities and county agencies at a value exceeding $92,000,000 dollars. During this time period all contracts were completed on time and to specifications. I have never been charged liquidated damages nor have any claims been filed against my General Liability Insurance. We look forward to adding new clients to our list of satisfied government agencies. Please review the following partial list of our municipal and county clients for 2012 below. I have also received 10 Government Endorsement Signatures rating United Pacific as excellent in 2004 and 14 City Endorsement Signatures in 1981 (see historical information).

GOVERNMENT RECOMMENDATIONS - *Year 2012*

The following Government Employees certify that United Pacific Services, Inc. (UPS) has completed all contracts on time and to specifications. They recommend our company as a qualified and knowledgeable firm in the execution of GOVERNMENT tree trimming and removal contracts. We have all the necessary equipment to complete the work in a timely manner and meet contract deadlines. For additional information please contact the listed phone numbers below.

Municipalities and County Agencies

1.) City of Long Beach
(562) 577-8490
Theresa Maceyka, Park Maint. Supervisor

2.) City of Rancho Cucamonga
(909) 477-2730 ext. 4137
Dean P. Rodia, Parks & Landscape Maint. Superintendent

3.) City of Hawthorne
(310) 349-1662
Corrine Strege, Park Maintenance Supervisor

4.) County of Riverside
(951) 955-6899
Matt Sayre, Contract Supervisor

5.) City of Fountain Valley
(714) 593-4605
Dale A. Schuck, General Services Manager

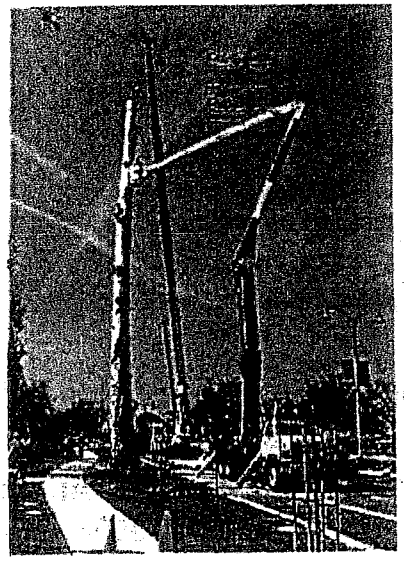
6.) County of Riverside
(951) 830-6860
Mark Hughes, Landscape Maint. District (LMD) Supervisor

7.) City of Long Beach
(562) 577-8437
Oscar Delean, Contract Monitor

8.) County of Los Angeles
(562) 861-0316
Del Ortega, Contract Supervisor

9.) City of Jurupa Valley
(951) 332-6464
Richard Bagley, Street Superintendent

10.) City of Goleta
(805) 968-6848
Millar, Public Works Manager



UNITED PACIFIC SERVICES, INC.

EVALUATION REPORT

The following Government agencies were asked to evaluate United Pacific Services overall performance. This evaluation is based on past and current contracts either completed or in progress. It is based on the following:

Poor - Fair - Satisfactory - Good - Excellent

Ten Government Endorsement Signatures

January of 2004

Signed Signatures:		2 Poor	4 Fair	6 Satisfactory	8 Good	10 Excellent
1.) Oscar De Leon, (562) 570-4886	City of Long Beach	☐	☐	☐	☐	☑
2.) Rene Sanchez, (562) 861-0316	County of Los Angeles	☐	☐	☐	☐	☑
3.) Gary Striker, (310) 732-3890	City of Los Angeles	☐	☐	☐	☐	☒
4.) Larry Williams, (909) 864-8732	City of Highland	☐	☐	☐	☐	☑
5.) Tony Tajalli, (626) 695-7292	County of Los Angeles	☐	☐	☐	☐	☑
6.) Dave Brackin, (909) 387-4043	County of San Bernardino	☐	☐	☐	☐	☑
7.) Del Ortega, (626) 445-7630	County of Los Angeles	☐	☐	☐	☐	☑
8.) John Osollo, (310) 732-3946	City of Los Angeles	☐	☐	☐	☐	☑
9.) Saeed Samie, (805) 857-7072	State of California	☐	☐	☐	☐	☑
10.) Jose Ontiveros, (626) 458-3122	County of Los Angele	☐	☐	☐	☐	☒

City Endorsement Signatures

Gus K. Franklin

1981

To Whom it May Concern:

During the past twenty-five years I supervised the completion of over $50,000,000 in contracts for more than 70 southern California municipalities. All contracts were completed on time and to specifications. There has never been a claim on our Liability Insurance, nor has any complaint been filed against our State Contractors License. During this same period of time I supervised and completed numerous contracts for the counties of San Bernardino, Riverside, Ventura, Orange, Kern, San Diego and Los Angeles. I am recognized in California as one of the foremost contractors in the performance and completion of Governmental maintenance Contracts. Upon my request the following city officials recognized by accomplishments and Outstanding performance in the Organization, Direction, Supervision, Safety Programs and Completion of their contracts by their signed endorsements below.

Respectively:

1. CITY OF GARDEN GROVE — Lou Herz, *Park Supervisor*
2. CITY OF YORBA LINDA — Louie Gomez, *Street Superintendant*
3. CITY OF CARSON — Howard Homan, *Park Director*
4. CITY OF SANTA ANA — Clint Jones, *Tree Supervisor*
5. CITY OF LYNWOOD — Don Snavely, *Park Director*
6. CITY OF FOUNTAIN VALLEY — Dave Christenson, *Tree Supervisor*
7. CITY OF LA HABRA — Manuel Torrez, *Tree Supervisor*
8. CITY OF LOS ANGELES — Neil Denering, *Street Tree Superintendant*
9. CITY OF FULLERTON — Kathy Greco, *Park Co-ordinator*
10. CITY OF WHITTIER — Emmitt May, *Tree Supervisor*
11. CITY OF PARAMOUNT — Roger Kretzer, *Tree Supervisor*
12. CITY OF SAN FERNANDO — Dave Salabar, *Street Superintendent*
13. CITY OF SO. EL MONTE — Ike Ito, *Park Supervisor*
14. CITY OF BUENA PARK — Gordon Smith, *Tree Supervisor*

Experience and References

Seventy-four Letters of Recommendation

From

1977 to 2016

Gus K. Franklin, President

Supervised the completion of $125,000,000 in contracts for 135 cities, 7 Counties and Caltrans in the State of California

CURRENT CONTRACTS: 2019

1. City of Rancho Cucamonga	4. City of Pasadena	7. County of Los Angeles	10. City of Simi Valley
2. City of Downey	5. City of Fountain Valley	8. County of Riverside	11. Water & Power
3. City of Highland	6. City of Los Angeles	9. Caltrans	12. County of L.A. - Trees

LETTERS OF RECOMMENDATION FROM 1977 to 2016:

1. City of Fountain Valley - May 26, 2016
2. City of Rancho Cucamonga - August 13, 2009
3. City of Highland - September 14, 2016
4. City of Santa Clarita - May 2010
5. City of Long Beach - Year 2012
6. City of Rancho Cucamonga - Year 2012
7. City of Hawthorne - Year 2012
8. County of Riverside - Year 2012
9. City of Fountain Valley - Year 2012
10. County Riverside - Year 2012
11. City of Long Beach - Year 2012
12. County of Los Angeles - Year 2012
13. City of Jurupa Valley - Year 2012
14. City of Goleta - Year 2012
15. City of Santa Clarita - July 8, 2008
16. City of Santa Clarita - June 28, 2007
17. Orange County - November 7, 2006
18. County of Los Angeles - October 25, 2006
19. City of Highland - January 17, 2005
20. Department of Transportation - January 23, 2004
21. City of Long Beach - January 12, 2004
22. County of San Bernardino - January 12, 2004
23. City of Los Angeles - January 12, 2004
24. City of Highland - January 9, 2004
25. City of Long Beach - Year 2004
26. County of Los Angeles - Year 2004
27. City of Los Angeles - Year 2004
28. City of Highland - Year 2004
29. County of Los Angeles - Year 2004
30. County of San Bernardino - Year 2004
31. County of Los Angeles - Year 2004
32. City of Los Angeles - Year 2004
33. State of California - Year 2004
34. County of Los Angeles - Year 2004
35. City of Pico Rivera, May 13, 1998
74. City of La Habra - December 5, 1977
38. City of Norco - March 22, 1996
39. City of Arcadia - June 5, 1996
40. City of Simi Valley - Nov 18, 1996
41. City of Santa Fe Springs - Nov 29, 1995
42. City of Santa Fe Springs - Feb 14, 1995
43. City of Garden Grove - Nov 12, 1990
44. UltraPower - February 9, 1990
45. City of West Hollywood - October 14, 1998
46. City of Newport Beach - January 23, 1982
47. City of Beverly Hills - October 2, 1981
48. City of Yorba Linda - September 8, 1981
49. City of Carson - September 2, 1981
50. City of La Habra - September 1, 1981
51. City of Buena Park - September 3, 1981
52. City of Garden Grove - June 8, 1981
53. City of Fountain Valley -September 4, 1981
54. City of Whittier - September 2, 1981
55. City of Garden Grove - Year 1981
56. City of Yorba Linda - Year 1981
57. City of Carson - Year 1981
58. City of Santa Ana - Year 1981
59. City of Lynwood - Year 1981
60. City of Fountain Valley - Year 1981
61. City of La Habra - Year 1081
62. City of Los Angeles - Year 1981
63. City of Fullerton - Year 1981
64. City of Whittier - Year 1981
65. City of Paramount - Year 1981
66. City of San Fernando - Year 1981
67. City of South El Monte - Year 1981
68. City of Buena Park - Year 1981
69. City of San Fernando - April 16, 1980
70. City of Lynwood - June 16, 1980
71. City of Lynwood - November 21, 1978
72. City of Santa Ana - April 10, 1978
73. City of Los Angeles - December 6, 1977

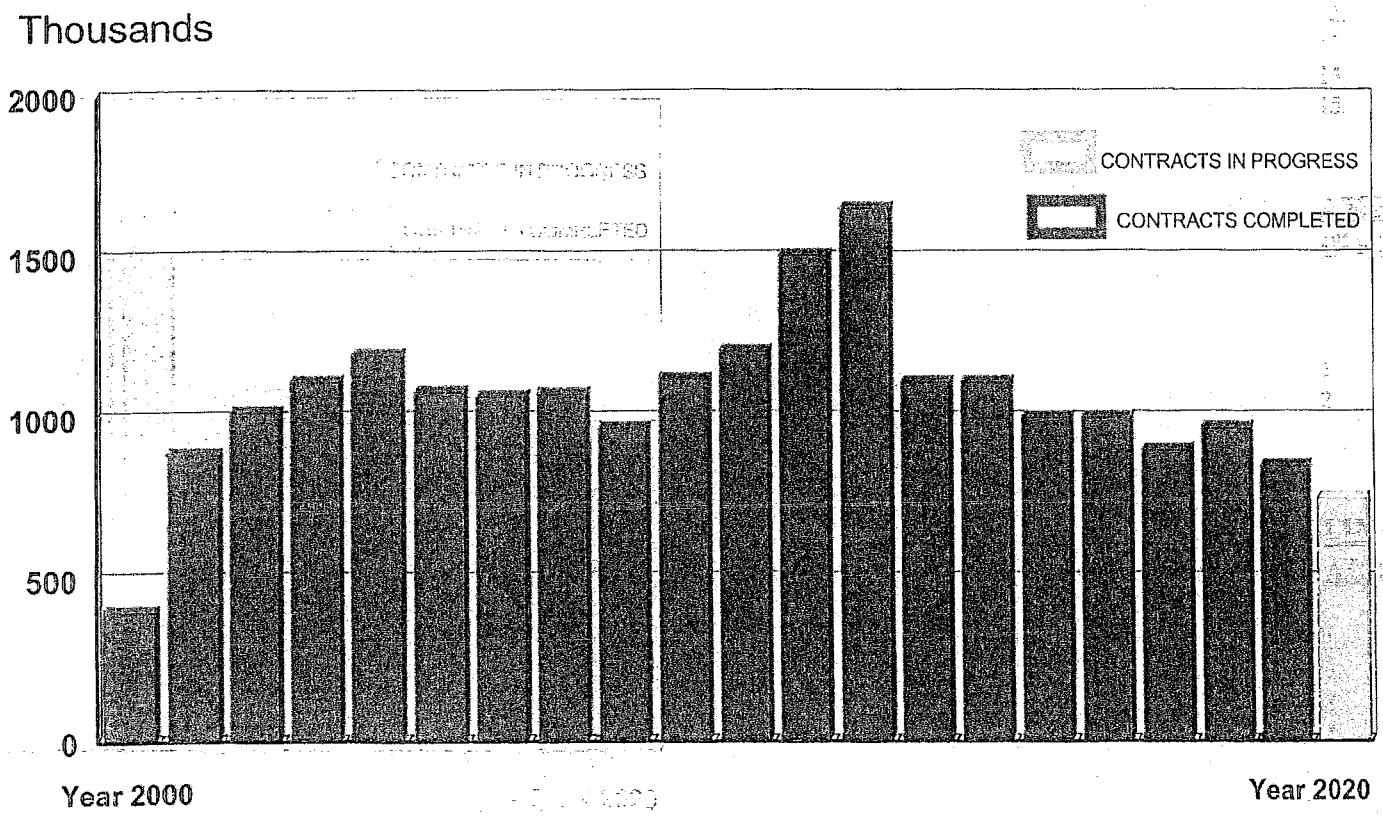
United Pacific Services, Inc.

County of Los Angeles

Contracts - Completed & Renewed & In Progress

ANNUAL GROSS SALES FROM - 2000 TO 2020

$22,770,248.00



ALL CONTRACTS WERE COMPLETED ON TIME AND TO COUNTY OF LOS ANGELES SPECIFICATIONS. UNITED PACIFIC HAS COMPLETED 97 CONTRACTS FOR THE COUNTY SINCE THE YEAR 2000 AND THREE CONTRACTS ARE CURRENTLY IN PROGRESS FOR 2019

COUNTY OF LOS ANGELES - CONTRACTS AWARDED / RENEWED - 99

UNITED PACIFIC SERVICES CONTRACTS AWARDED FROM 2000 TO 2020 = $21,659,184.00

	Contract Description and Location	Contract
1.	County of Los Angeles "East Area" / 2000 - Flood Channels	$381,740.00
2.	County of Los Angeles Housing Development / 2000 - Tree Service	$16,868.00
3.	County of Los Angeles "South Area" - 2001 / 2002 - Flood Channels	$221,049.00
4.	County of Los Angeles "East Area" / 2002 - Flood Channels	$435,239.00
5.	County of Los Angeles - San Gabriel - 2002 - River	$293,000.00
6.	County of Los Angeles - 2001 / 2002 - Tree Planting	$60,325.00
7.	County of Los Angeles - L.A. River/Comp. Creek - 2001/2002 - Flood Channels	$363,200.00
8.	County of Los Angeles - L.A. River/Comp. Creek - 2003 to 2005 - Flood Channels	$726,400.00
9.	County of Los Angeles - L.A. River/Rio Hondo - 2001/2002 - Flood Channels	$353,175.00
10.	County of Los Angeles - L.A. River/Rio Hondo - 2003 to 2005 - Flood Channels	$706,350.00
11.	County of Los Angeles - East area - 2003 - Catch Basin	$123,000.00
12.	County of Los Angeles - West area - 2003 - Catch Basin	$146,000.00
13.	County of Los Angeles - Trimming / 2003 - Palms Trees	$37,770.00
14.	County of Los Angeles - "Eastern Avenue" - 2003 - Trim Trees	$12,500.00
15.	County of Los Angeles - San Gabriel 2003 and 2005 - River	$631,000.00
16.	County of Los Angeles - Trim and Remove trees 2001 / 2003 - AsNeeded Emergency Tree Work	$175,884.00
17.	County of Los Angeles - "West Area" - 2003 - Flood Channels	$105,000.00
18.	County of Los Angeles - Sanitation Department / 2004 - Hydroseed Flood Channel	$29,501.00
19.	County of Los Angeles - "South Area" - 2004 - Flood Channels	$275,000.00
20.	County of Los Angeles - "Costal Spreading Grounds" - Flood Channels - 2005	$156,000.00
21.	County of Los Angeles - "Malibu" - 2004 - Landscape Maintenance	$50,000.00
22.	County of Los Angeles - "Malibu" - 2005 - Landscape Maintenance	$50,000.00
23.	County of L.A. - Tree Trim and Removal - 2004 - Tree Maintenance	$152,000.00
24.	County of L.A. - Tree Trim and Removal - RMD 4146010 - 2006	$107,095.00
25.	County of L.A. - Coastal Spreading Grounds, Rio Hondo & San Gabriel - 2006	$156,000.00
26.	County of L.A. - Malibu year 2006	$50,000.00
27.	County of Los Angeles - Landscape Maint., L.A. River - South Area - 2005 / 2006	$772,000.00
28.	County of Los Angeles - Malibu - year 2006	$50,000.00
29.	County of Los Angeles - RMD 3346005 - Topanga Canyon - Tree Trim & Removal	$343,934.00
30.	County of Los Angeles - RMD 4446006 - Whittier Area - Tree Trim & Removal	$196,480.00
31.	County of Los Angeles - Coastal Spreading Grounds, Rio Hondo & San Gabriel - 2007	$45,000.00
32.	County of Los Angeles - San Gabriel River - 2006 - Weed Abatement	$295,000.00
33.	County of Los Angeles, Malibu - year 2007 to 2008	$50,000.00
34.	County of Los Angeles - Landscape Maint. Montellano Slope - 2007 to 2008	$29,000.00
35.	County of Los Angeles - L.A. River - South Area - 2006 - 2007	$772,000.00
36.	County of Los Angeles - RMD 1546036 - E.L.A. Area - Tree Trim & Removal	$102,000.00
37.	County of Los Angeles - Landscape Maint., L.A. River - South Area - 2008 / 2009	$772,000.00
38.	County of Los Angeles - Landscape Maint., Malibu - year 2008 to 2009	$50,000.00
39.	County of Los Angeles - AsNeeded Emergency Tree Service - year 2008 to 2009	$394,562.00
40.	County of Los Angeles - Landscape Maint., Montellano Slope - 2008 to 2009	$29,000.00
41.	County of Los Angeles - Landscape Maint., Montellano Slope - 2009 to 2010	$29,000.00
42.	County of Los Angeles - Landscape Maint., L.A. River - South Area - 2009 to 2010	$736,000.00
43.	County of Los Angeles - Landscape Maint., L.A. River - East Area 2009 to 2010	$60,000.00
44.	County of Los Angeles - Landscape Maint., Dominguez Gap 2010 to 2011	$256,000.00
45.	County of Los Angeles - Landscape Maint., Malibu - 2009 to 2010	$75,000.00
46.	County of Los Angeles - As-Needed Emergency Tree Service - 2009 to 2010	$25,000.00
47.	County of Los Angeles - Landscape Maint., Montellano Slope - 2010 to 2011	$29,000.00
48.	County of Los Angeles - Landscape Maint., L.A. River - South Area - 2010 to 2011	$736,000.00
49.	County of Los Angeles - Landscape Maint., L.A. East Area 2010 to 2011	$60,000.00
50.	County of Los Angeles - Landscape Maint., Dominguez Gap 2011 to 2012	$256,000.00
51.	County of Los Angeles - Landscape Maint., Malibu - 2010 to 2011	$75,000.00
52.	County of Los Angeles - As Needed Emergency Tree Service - 2010 to 2011	$50,000.00
53.	County of Los Angeles - North Area tree maintenance - 2011 to 2012	$900,000.00
54.	County of Los Angeles - Landscape Maint., Montellano Slope - 2011 to 2012	$29,000.00
55.	County of Los Angeles - Landscape Maint., L.A. River - South Area - 2011 to 2012	$736,000.00
56.	County of Los Angeles - Landscape Maint., L.A. East Area 2011 to 2012	$60,000.00
57.	County of Los Angeles - Landscape Maint., Dominguez Gap 2011 to 2012	$256,000.00
58.	County of Los Angeles - Landscape Maint., Malibu - 2011 to 2012	$75,000.00
59.	County of Los Angeles - As Needed Emergency Tree Service - 2011 to 2012	$50,000.00
60.	County of Los Angeles - Landscape Maint., Montellano Slope - 2012 to 2013	$25,000.00
61.	County of Los Angeles - Landscape Maint., L.A. River - South Area - 2012 to 2013	$625,000.00
62.	County of Los Angeles - Landscape Maint., L.A. East Area 2012 to 2013	$70,000.00
63.	County of Los Angeles - Landscape Maint., Dominguez Gap 2012 to 2013	$256,000.00
64.	County of Los Angeles - Landscape Maint. Malibu - 2012 to 2013	$75,000.00
65.	County of Los Angeles - Landscape Maint., Montellano Slope - 2013 to 2014	$25,000.00
66.	County of Los Angeles - Landscape Maint., L.A. River - South Area - 2013 to 2014	$625,000.00
67.	County of Los Angeles - Landscape Maint., L.A. East Area 2013 to 2014	$70,000.00
68.	County of Los Angeles - Landscape Maint., Dominguez Gap 2013 to 2014	$256,000.00
69.	County of Los Angeles - Landscape Maint., Malibu - 2013 to 2014	$75,000.00
70.	Contracts awarded from 2014 to 2017 for South Area, Malibu, East Area, Dominguez Gap	$3,153,000.00
	TOTAL	$19,463,072.00

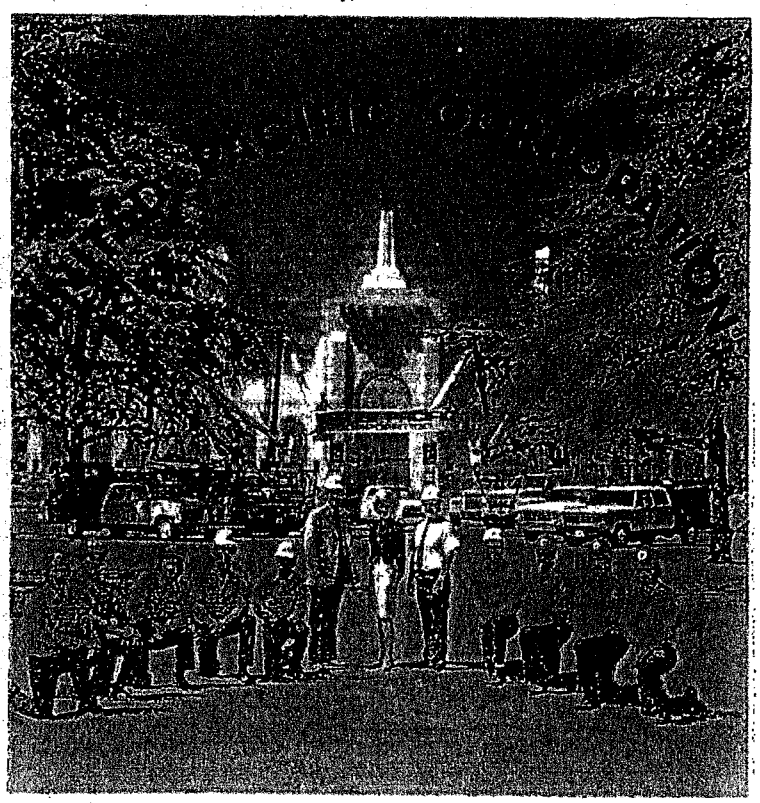
County of Los Angeles contracts in progress for the years 2017 to 2020

	CURRENT CONTRACTS	AMOUNT
1.	County of Los Angeles - Landscape Maint., Montellano Slope - 2017 to 2020	$86,328.00
2.	County of Los Angeles - Landscape Maint., L.A. River - South Area - 2017 to 2020	$1,658,000.00
3.	County of Los Angeles - Landscape Maint., L.A. East Area 2017 to 2020	$287,784.00
4.	County of Los Angeles - Landscape Maint., Malibu - 2017 to 2019	$164,000.00
	Sub Total	$2,196,112.00
	TOTAL AMOUNT	$21,659,184.00

Arbor Age

Magazine

May, 1984



SELECTED BY THE LOS ANGELES OLYMPIC ORGANIZING COMMITTEE TO TRIM AND PRUNE ALL OF EXPOSITION PARK FEATURING OVER 1400 TREES REPRESENTING 36 DISTINCT SPECIES SITUATED ON 130 ACRES IN THE HEART OF LOS ANGELES, HEADQUARTERS AND SITE FOR THE OPENING CEREMONIES OF THE 1984 SUMMER OLYMPIC GAMES.

Peridian Group

June 22, 1984

United Pacific Corporation
12815 E. Imperial Highway
Suite A
Santa Fe Springs, CA 90670

Reference: Exposition Park, Olympics 1984

I want you to know how pleased the Los Angeles Olympic Organizing Committee and Peridian Group are with your extensive tree trimming at Exposition Park in preparation for the 1984 Summer Olympiad.

As you know, the park was in a sad state of neglect. Over 1,100 trees had not been trimmed or maintained for years and so after your crews moved through in record time under the able supervision of Gus Franklin, a transformation occurred. Now the historic park and former site of the 1932 Olympics is complete for the eyes of the world to see.

As president of United Pacific Corporation you can be proud of a job well done.

Best personal regards,

PERIDIAN GROUP

Vincent Rie Takeuchi
Project Manager

VT:jk

Landscape Architecture/Planning
17540 Sky Park Boulevard, Irvine, California 92714 (714) 261-5120
Broward East, Fort Lauderdale, Florida 33301 (305) 462-4942 3195 Las Vegas Boulevard South, Las Vegas, Nevada 89119 (702) 798-1211
principals: Courtland Paul, Arthur Beggs, Shinji Nakagawa, Gerald Pearson, Roe L. Pree, Dennis M. Taylor, Dennis Anderson, Donald Hensley, Doris Feimer
Associates: Ronald Wong, Dennis B. Twaga, Michael McKay, Frank R. Marroquin, Robert Clark, John R. Van Derhoef, Michael A. Green

Certificate of Merit

This Certificate of Merit was presented to Gus K. Franklin by Peter V. Ueberroth, President of the Los Angeles Olympic Organizing Committee, in recognition and appreciation to United Pacific Corporation for our contribution to the success of the Games of the XXIII Olympiad held in Los Angeles, in 1984.

In 1984 I supervised the trimming of over 1400 trees in preparation for the Opening Ceremonies of the 1984 Summer Olympic Games of the XXIII Olympiad held in the City of Los Angeles. In Recognition and appreciation for our Contribution to the success of the Games I received the Certificate of Merit from the Los Angeles Olympic Organizing Committee.

Sincerely,

Gus K. Franklin
President

IN RECOGNITION AND APPRECIATION TO

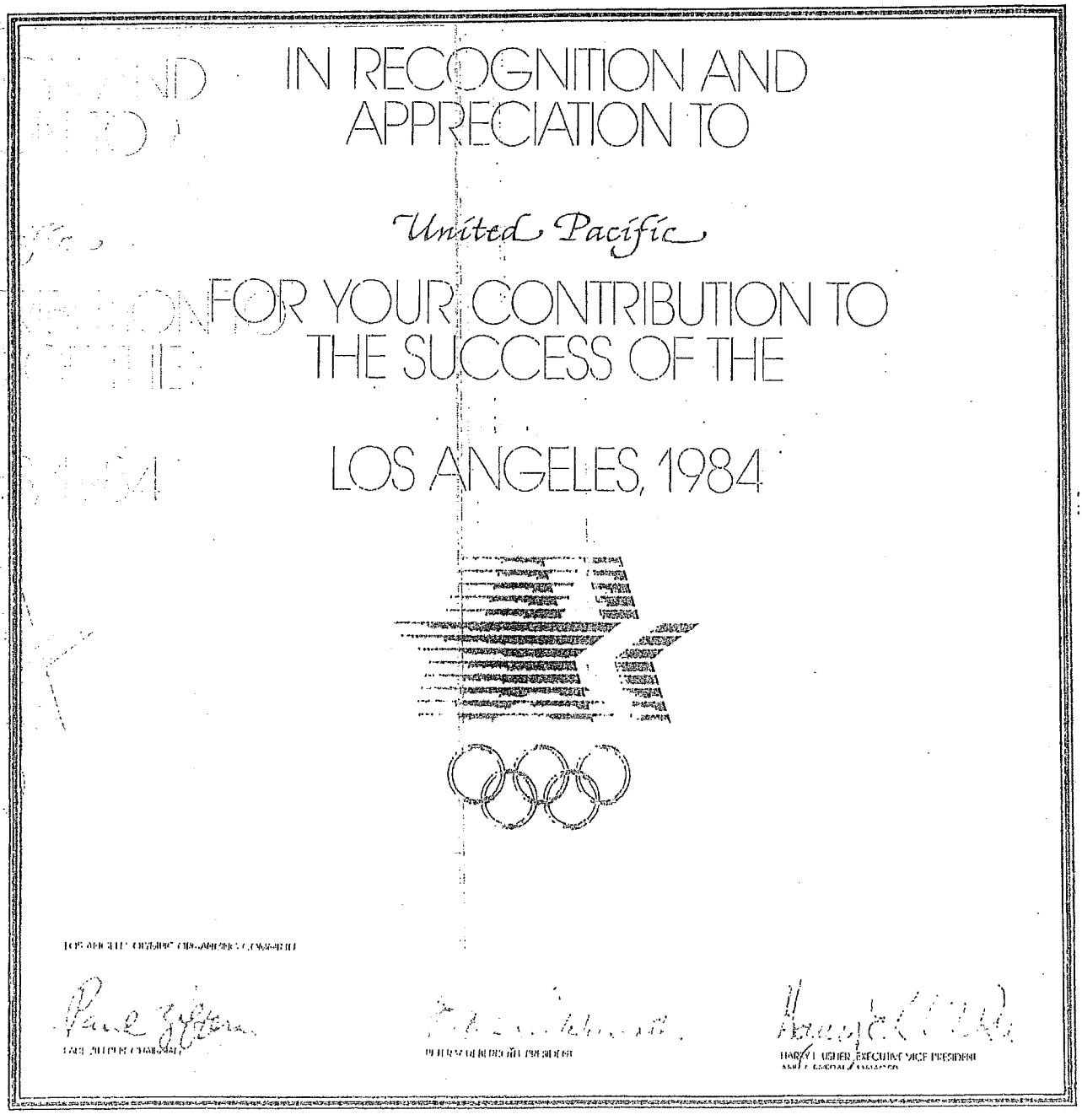
United Pacific

FOR YOUR CONTRIBUTION TO THE SUCCESS OF THE

LOS ANGELES 1984

Certificate of Merit

This Cerificate of Merit was presented to Gus K. Franklin by Peter V. Ueberroth, President of the Los Angeles Olympic Organizing Committee, in recognition and appreciation to United Pacific Corporation for our contribution to the success of the Games of the XXIII Olympiad held in Los Angeles, in 1984.



Certificate of Merit

City of Los Angeles

Mayor's Certificate of Appreciation

AS MAYOR of the CITY OF LOS ANGELES I am pleased to recognize the outstanding activities of the

United Pacific Corporation

THIS MAYORS CERTIFICATE of APPRECIATION is awarded to your organization for out-standing efforts and accomplishments which have been of great benefit to your community and particularly to the CITY of LOS ANGELES.

Date: February 8, 1991

Tom Bradley
Mayor

UNITED PACIFIC SERVICES, INC.

CONTRACTS COMPLETED
CITY - COUNTY - STATE

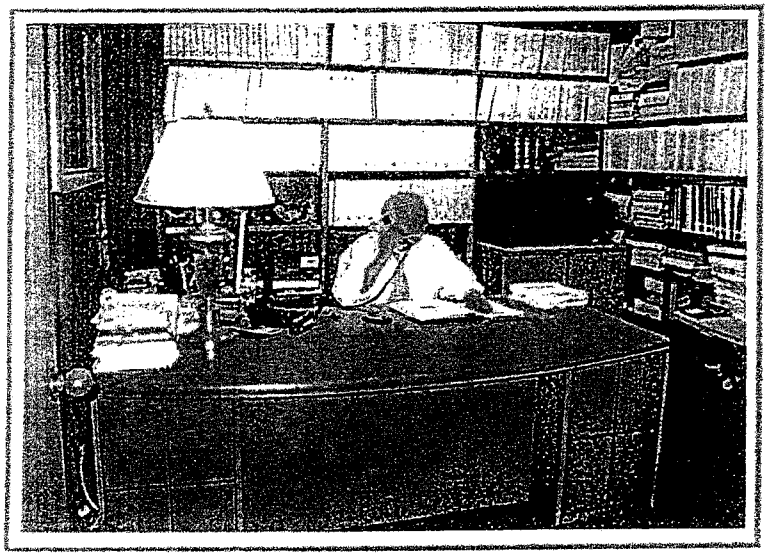
over
$135,000,000
COMPLETED

City of Yorba Linda - 1977
City of Los Angeles - 1977
City of Santa Ana - 1978
City of Lynwood - 1978
City of Lynwood - 1980
City of San Fernado - 1980
City of Fullerton - 1981
City of Whittier - 1981
City of Fountain Valley - 1981
City of Garden Grove - 1981
Surety Insurance - 1981
City of Buena Park - 1981
City of La Habra - 1981
City of Carson - 1981
City of Yorba Linda - 1981
City of Beverly Hills - 1981
United States Court - 1983
Veterans Administration - 1983
L.A. Olympic Committee - 1984
Peridan Group - 1984
SOS Coral Trees - 1985
City of West Hollywood - 1985
Sequoia Forest - 1990
Ultra Power Fresno - 1990
City of Garden Grove - 1990
City of Santa Fe Springs - 1991
Congress of the United States - 1991
Amwest Surety - 1994
Union Bank Priority - 1994
City of Santa Fe Springs - 1995
City of Simi Valley - 1996
City of Arcadia - 1996
City of Norco - 1996
City of Highland - 1998
City of Pico Revera - 1998
City of Yorba Linda - 1981
City of Whittier - 1981
City of Carson - 1981
City of Buena Park - 1081
City of Garden Grove - 1981
City of Los Angeles - 1981
City of Fullerton - 1981
City of Paramount - 1981
City of Santa Ana - 1981

City of Highland - 2016
City of Fountain Valley - 2016
City of Long Beach - 2012
City of Rancho Cucamonga - 2012
City of Hawthorne - 2012
County of Riverside - 2012
City of Fountain Valley - 2012
County of Los Angeles - 2012
City of Jurupa Valley - 2012
City of Goleta - 2012
City of Santa Clarita - 2010
City of Rancho Cucamonga - 2009
Alliant Driver Commercial - 2008
City of Santa Clarita - 2008
City of Santa Clarita - 2007
Orange County Sanitation - 2006
County of Los Angeles - 2006
City of Highland - 2005
City of Long Beach - 2004
County of Los Angeles - 2004
City of Los Angeles - 2004
City of Highland - 2004
County of San Bernardino - 2004
City of Long Beach - 2004
State of California - 2004
Department of Transportation - 2004
County of San Berardino - 2004
City of Lynwood - 1981
City of Fountain Valley - 1981
City of La Habra - 1981
City of San Fernando - 1981
City of So. El Monte - 1981

76 Letters
of
Recommendation
1977 to 2016

Gus K. Franklin, President
United Pacific Services, Inc.
Mr. Franklin supervised the trimming of over 2,000,000 trees for over 145 Cities, Counties and the state of California since 1975 for over 45 years and has received 91 lettets of recommendation. This includes a Certificate of Merit from the City of Los Angeles in 1991 and a Certificate of Merit from the 1984 Olympic Committee.



Gus K. Franklin, President / CEO

YEAR 2020
CURRENT CONTRACTS

1. *State of California $1,000,000*
2. *City of Pasadena $2,000,000*
3. *City of Fountain Valley $1,500,000*
4. *City of Los Angeles, $250,000*
5. *City of Downey $1,500,000*
6. *City of Pasadena $675,000*
7. *City of Highland $400,000*
8. *County of Los Angeles $4,250,000*
9. *County of Riverside $1,500,000*
10. *City of Lake Forest $200,000*
11. *Orange County Fair $325,000*
12. *County of Los Angeles $1,500,000*

TOTAL $17,850,000

CITY OF COMPTON

Citywide Tree Maintenance Services

WORK PLAN / QUALITY CONTROL PLAN

Submitted by:
Eric Franklin, Executive Vice President
United Pacific Services, Inc.
(562) 254-0746 Cell
Eruc@Unitedpac.com

Quality Control Plan

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City of Compton

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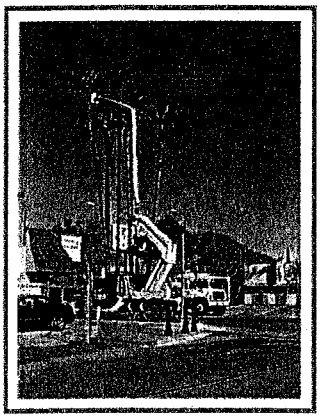
QUALITY CONTROL PLAN

Management Team

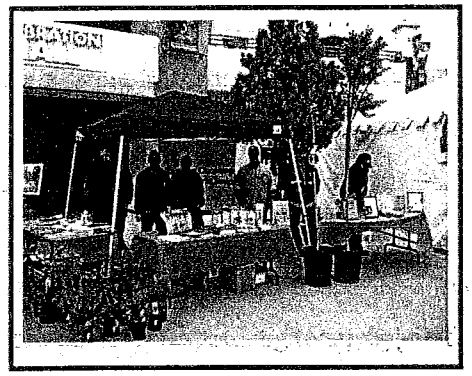


United Pacific Services, Inc. (UPS), has assigned Jack Mooring and Jose Torres. as Supervisors to the tree maintenance project for the **City of Compton.** Overseeing the project will be Eric Franklin, Vice President of Operations.

1.) **Mr. Jack Mooring**, Vice President / General Manager has over 20 years experience in Tree maintenance projects and is a *I.S.A. Certified Arborist (# WE-0905AM), I.S.A. Certified Tree Worker (#WE-0403), Certified by the National Arborist Association (#NAA-03268) and Certified in Cardio-Pulmonary Resuscitation (#AHA-24194).* Currently he is supervising various contracts with the County of Los Angeles, County of Riverside, City of Fountain Valley, and the City of Long Beach.

2.) **Mr. Jose Torres** is are current on-site Crew Manager/Foreman for our current contract with the City of Downey for over the past four years and has many years experience of supervising the completion of numerous governmental tree maintenance contracts including the City of Rancho Cucamonga. Mr. Jose Torres is an *I.S.A. Certified Tree Worker (WE-11070T).* Mr. Torres will be overseeing the project and will also be actively involved in the city's tree inventory program. Mr. Torres has supervised the completion of tree maintenance contracts for over 3 municipalities and the County of Riverside. Currently he is in charge of our contract with the City of Downey.

3.) **Mr. Eric L. Franklin**, Executive Vice President will be overseeing the project. Mr. Franklin has supervised the completion of landscape and tree maintenance contracts for over 45 municipalities in Southern California. Mr. Franklin is a *I.S.A. Certified Arborist (#WE-2158AU), Certified by the National Arborist Association (#NAA-03265), and Certified in Cardio-Pulmonary Resuscitation (#AHA-24191). Mr. Franklin is also a Certified Arborist/Utility Specialist by the I.S.A.*



Mr. Franklin, Mr. Mooring, and Mr. Torres have full authority to make any and all decisions concerning additional tree work and represent United Pacific in all decisions concerning this project. They can immediately make decisions on the job site and have the authority to execute any agreement concerning additional tree work or changing a work order or responding to any type of service request call.

MANAGEMENT TEAM

PROJECT SUPERVISORS:	**Jack Mooring -**	**Jose Torres**
PROJECT DIRECTORS:	**Eric Franklin -**	**Gus Franklin** (owner)

PERFORMANCE OF WORK

A. **Daily - Weekly - Monthly Supervision:**

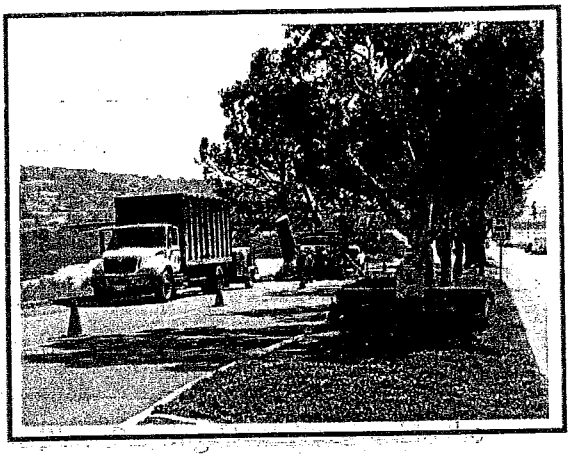
1. Report to Government representative on a daily basis if performing work on the contract.
2. Supervise tree maintenance crews to maintain quality control.
3. Supervise planting crew to maintain proper quality control.
4. Supervise tree removal crew to maintain proper quality control.
5. Supervise traffic control.
6. Report any damages or injuries within one hour of occurrence.
7. Immediately respond to any public complaints or questions concerning project within one hour of occurance or as directed by Staff.
8. Final inspection of work to insure proper clean-up on a daily basis.
9. Maintain daily records of hours worked by each employee and work completed.
10. UPS's authorized representative shall meet with the **City of Compton (Compton)** for the purpose of reviewing the week's work, receiving special instructions, and to discuss any problems encountered on the job. Also UPS shall on each Friday submit to **Compton** a weekly copy of daily work reports throughout the term

contract or as directed by staff. In addition, UPS shall advise the representative of the following Week's schedule. Daily work records shall be formatted for easy translation into the City's program or computer tree software or as directed by staff.

11. UPS will notify the Governmental Agency of any changes in start date of each maintenance operation at least 24 hours in advance. Should UPS discontinue work for any reason, the Governmental Agency must be notified immediately as to the rationale behind the shut-down and the restarting date of operations.

B. Work Schedule:

1. UPS will start the tree maintenance project within ten (10) working days of award of contract or as directed by city staff. UPS will, prior to commencing work, submit and gain approval of a weekly work schedule indicating the order, location, and completion of work based on the information provided by **City of Compton**
2. UPS will notify the Governmental Agency of the work schedule on a daily and weekly basis. This schedule will be submitted for approval in writing at least 72 hours prior to the commencement of any work on the contract or as directed by the Agency representative.
3. UPS must notify the public 24 to 72 hours in advance prior to restricting street parking or access to work area. UPS will post No-Parking signs with date of work to be performed including notification of tree trimming, tree planting, or tree removal on each sign only with authorization by the Agency.
4. As soon as notified by **City of Compton** of award of contract UPS will meet with the Agency Representative to develop a preliminary work schedule for accomplishing the work on a weekly and monthly basis or as directed by the Agency staff. Tree maintenance-schedule will be



modified, as necessary, during the course of the contract, based on the tree maintenance needs.

C. Tree Work Performed:

1. Tree work performed will be according to the latest edition of the Pruning Standards of the Western Chapter ISA and to the International Society of Arboriculture Tree Pruning Guidelines and to the American National Standards Institute (ANSI) A300 and any Governmental Agency specifications.

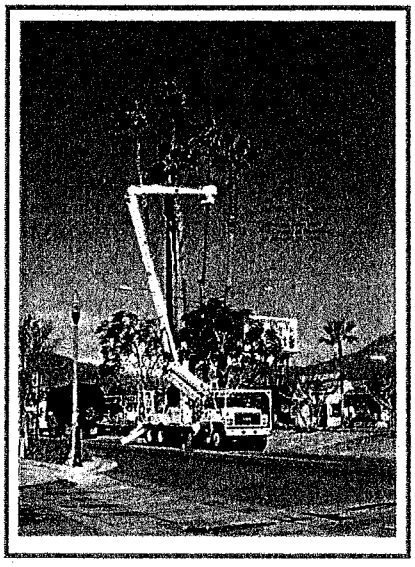
2. Trees shall be either or both Full Prunned, Crown Raised, Crown Cleaned, Crown Reduction, Palm Pruning to city specifications. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance when necessary typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of (16.0) feet over the roadway and/or adjacent curb and eight (8) feet over walkways and/or pavement or as required by the City. Eleven (11) feet is required over equestrian trails. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights and/or adjacent structures by 5 feet in all directions or as directed by city staff. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance. The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, 1/2 inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs to distribute the foliage evenly.

3. UPS will maintain a written log of all complaints including the date, time of occurrence, location, problem, and action to be taken pursuant thereto or reasoning for non-action. Log is to be reviewed by **Compton**

at he end of each day or as directed by the Agency. Pictures are to be taken at time of incident.

4. UPS will maintain good public relations at all times. Work will be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed with employees that are experienced in tree work and supervised by a Certified Arborists.

5. Hazardous Tree Notifications: UPS will report to **City of Compton** Arborist / representative any tree defects or hazardous trees within 2 hours.



6. Any activities found by the Governmental Agency to be unacceptable will be rectified immediately. All other complaints shall be abated within 24 hours of occurrence by UPS.

7. UPS will be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.**the City's** authorized representative will serve as mediator between the contractor and public if property or vehicular damage should occur during the course of work. Sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.

8. UPS will exercise precaution as necessary when working adjacent to aerial utilities. In the event that aerial utility wires present a hazard to UPS's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified by UPS. UPS will only employ employees that are certified in electrical line clearing thru the ACRT, Inc. Institute of Arboriculture and Urban Forestry under their Electrical Awareness Program. This certification is recognized by the National Arborist Association and meets all Federal Cal-OSHA regulations.

9. Sprinkler repair will be made immediately. All UPS Supervisor's trucks are equipped to handle most sprinkler repairs as they occur.

10. No hooks, gaffs, spurs or climbers will be used by anyone employed by UPS for tree trimming without the express written approval by

City. Plants or other material growing on the trees shall be removed at ground level at time of tree trimming.

11. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.

12. When trimming fungus, diseased or fire blight-infested limbs or palm fronds, all pruning tools shall be cleaned after each cut with an approved disinfectant for palm trees within the work area. All palm trees trimmed shall be to I.S.A. Specifications and as directed in Bid Proposal.

13. UPS will not top any tree in the work area except by specific direction from the Agency's department representative.

D. Hours of work :

1. UPS will observe all holidays recognized in the contract specifications and shall provide inspection for a 40 hour workshift (7:00 a.m. to 4:00 p.m.or as directed by the contract) Monday through Friday. No maintenance functions that generate excessive noise which would cause annoyance or interference to public of the area shall not be commenced before 7:00 a.m. UPS shall reimburse the Governmental Agency at rates established by the Contract for inspection in excess of the foregoing, including legal holidays. This shall be a deduction from final payment.

2. Night, Saturday, Sunday, and Holiday Work: No work shall be performed at night, on Saturdays, Sundays, or on the eleven legal holidays, to wit: New Years Day, President's Day, Dr. Martin Luther King Day, Memorial day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day, the Friday following Thanksgiving Day, Christmas Eve, and Christmas. This does not apply to emergency work or special conditions and/or events or as directed by the Agency Representative. UPS will schedule operations in accordance with the business hours and Representative. NO WORK SHALL BE PERFORMED WITHOUT THE PERMISSION OF THE PUBLIC WORKS DIRECTOR OR THE FACILITIES AND LANDSCAPE / TREE DIVISION OR HIS/HER REPRESENTATIVE FOR All WORK PERFORMED IN **CITY OF COMPTON**

3. Before performing any work at said times, UPS shall give notice to the Governmental Agency so that proper inspection may be provided and so that appropriate noise and lighting standards may be imposed. "Night," as

used in this paragraph, shall be deemed to include the hours from 5:00 p.m. to 7:00 a.m. of the next succeeding day.

4. No maintenance functions that generate excess noise which would cause annoyance to the public in the area shall be commenced before 7:00 a.m. A noise level limit of 75 decibels at a distance of twenty-five feet applies to all tree equipment on or related to the job operated by UPS crews.

5. The general hours of operation shall be 9:00 AM to 2:00 PM on major streets and 7:00 AM to 4:00 PM on residential streets with respect to any chipping, cutting, or other operations generating harsh or unusual noise. The days of operation shall be Monday through Friday under the guidelines established in the Bid Proposal. The Governmental Agency's authorized representative shall determine the work hours for each area based on the possibility of changing or special conditions.

E. Clean - up:

1. UPS shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

2. Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, grass, leaves, debris or equipment be left on the street overnight unless authorized by the Agency's Representative, her/his designee.

3. Agency's authorized representative, shall be the sole judge as to the adequacy of the clean up.

F. Equipment on job site:

1. Aerial equipment will be certified. Said test and / or examination will be met with the requirements of the State of California, Division of Occupational Safety and Health, G.I.S.O. Title 8, G.I.S.O. Title 8, Article 24-3636 through 3648 and all referenced applicable A.N.S.I. Standards contained therein.

2. UPS employees are enrolled in the Department of Motor Vehicles Employee Pull Notice Program.

3. Equipment is inspected daily with full maintenance every 12 weeks.

G. Labor / Pay Scale:

1. Pay scale is based on the Prevailing Wage Rates as required in the State of California under Section Titled: Tree Trimmer / Groundmen of labor cosection 1771. Only if required by the Governmental Agency

2. UPS employs a well balanced ethnic crew (85% minority) and firmly believes in equal employment opportunities for all employees.

3. UPS cross trains its employees and offers opportunities in all phases of the work during the tree maintenance project.

4. UPS shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him/her in connection with the tree maintenance project.

H. **Safety Requirements:**

1. UPS will observe all applicable Cal/OSHA and Public Works safety requirements while working on the contract.

2. UPS employees shall be required to wear safety equipment such as glasses, gloves, head gear, skin creams, respirators, etc.

3. UPS crews / employees shall be uniformed with safety greem shirts or safety green reflective vests with dark blue pants while performing tree maintenance operations on the contract. Gang attire, gang affiliation symbols, loose clothing, etc., shall not be permitted.

4. UPS crews / employees shall be prohibited from any type of horseplay, shoving, pushing, etc. This type of behavior will not be tolerated by UPS. All UPS crews / employees must conduct themselves in such a way that creates a good public image. All contact with the public and Public Works employees shall be made in a courteous and businesslike Manner.

I. **Best Management Practices:**

1. UPS shall implement the following BMP's for the prevention of storm water pollution in conjunction with all its activities and operations while working on the contract.

2. Waste Management

J. **Project Safety Official:**

1. UPS shall designate in writing a Project Safety Official who shall be thoroughly familiar with the UPS Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP).

   a. Solid Waste Management

   b. Hazardous Waste Management

c. Sanitary / Septic Waste Management,Vehicle and Equipment Management.

d. Vehicle and Equipment Cleaning

b. Vehicle and Equipment Fueling

c. Vehicle and Equipment Maintenance

2. Training

a. Employee / Subcontractor Training

3. UPS shall make available at all times its Project Safety Official to abate any potential safety hazards and he will have the authority to shut down an operation, if necessary.

K. Disposal of Materials:

1. All tree branches, grass, limbs, and any type of greenwaste produced as a result of UPS's operations will be recycled into a soil amendment.
2. Weight slips or load slips for all material removed from the tree maintenance project will be submitted once a month as proof of final disposal to a recycling facility for documenting reusage per AB 939
3. All tree branches chipped and/or mulched shall be made available free of charge to the Governmental Agency.
4. All tree trimming material shall be disposed at a greenwaste recycling facility in Santa Fe Springs, CA or at Inland Empire Composting in Fontana, CA sites and the Viramontes Recycling site in Riverside, CA.

L. Compliance with Laws and Regulations:

1. UPS shall keep employees fully informed of and shall observe and comply with, and shall cause any and all persons employed to observe and comply with, all State, Federal, County and City, laws, ordinances, regulations, orders, and decrees which in any manner affect the conduct of the work.

M. Drug Free Workplace:

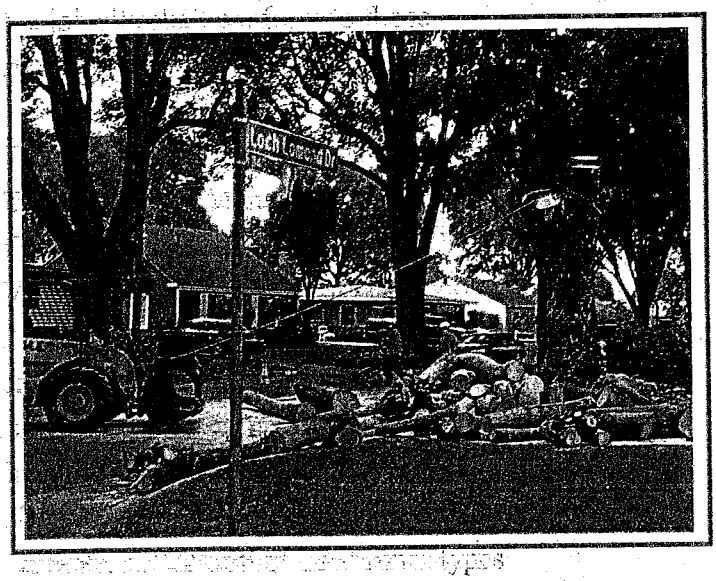
1. UPS will publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibitions.
2. UPS has established a Drug-Free Awareness Program to inform employees about the dangers of drug abuse in the workplace.

3. UPS's existing policy of maintaining a drug-free workplace and the penalties that will be imposed upon employees for drug abuse violations occurring in the workplace. Taking appropriate personnel action against such an employee, up to and including termination.

N. Public Safety / Traffic Control:

1. UPS shall furnish, erect and maintain such lights, barricades, bridges and other devices as required by the City, State, Federal, and County "Public Safety" of the Standard Specifications. Should the Governmental Agency point out the inadequacy of warning devices or should the City approve the location of warning devices, such action shall not relieve UPS of responsibility for public safety, nor abrogate UPS's obligation to furnish and pay for these devices.

2. All construction signs to be used on the job site and on the approaches to the job site shall conform to those standards set forth by the State of California, Business and Transportation Agency, Department of Transportation, Manual of Traffic Controls, latest edition and WATCH Work Area Traffic Control Handbook.



3. Barricades shall be effectively reflectorized by having not less than one-half of the top board of the barricade covered with reflectorized sheeting surface or two 3-inch diameter reflector units. All other types of delineators shall have reflectorized sheeting, other reflective surfacing, or 3-inch unit reflectors.

4. All warning flashers shall be kept in good working order and each flasher shall have some type of reflective surface.

5. No material or equipment shall be stored where it will interfere with the safe passage of public traffic, and at the end of each day's work and at other times when tree operations are suspended for any reason, UPS shall remove all equipment and other obstructions from that portion of the roadway open for use by the public traffic.

6. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately.

7. Whenever UPS's operations require one-way traffic or create a condition

hazardous to the public traffic, UPS shall provide and station competent flagmen whose sole duties shall consist of directing the movement of traffic through or around the work. UPS shall also furnish such flaggers as are necessary to give adequate warning to traffic or public of any dangerous conditions as included in the various items bid.

8. Under no circumstances will any street be closed to thru traffic unless authorized by the Agency Representative.

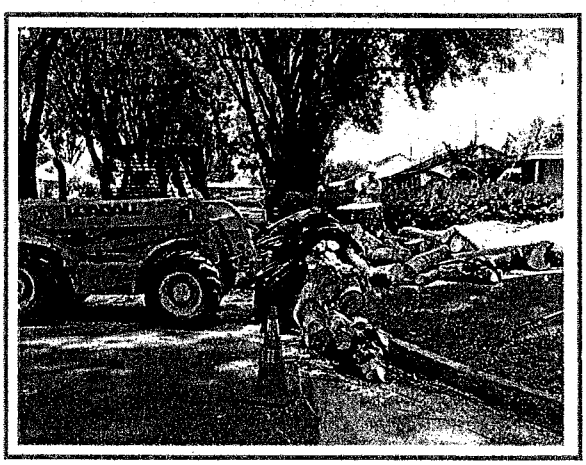
O. Payment/Monthly Reports:

1. United Pacific will submit all invoices to **City of Compton** by location , work type, additional work, special work, work completion date, pricing, and other appropriate data determined by the contract.

2. Information will be submitted on computer disk format along with hard copies to the appropriate Agency Inspector or as directed by **City of Compton.**

P. Computer Database:

1. United Pacific shall develop and provide electronic media of relational database of the tree inventory in Microsoft Access 2000 or higher and provide front-end Graphical User Interface (GUI) application to display, query and generate reports of the tree data on the ArborPro Software.



2. Tree inventory system database shall be capable of linking to the existing database or to ArborPro and/or TreeKeeper tree inventory software.

3. UPS shall incorporate a tree inventory system database, tree inventory software utilizing the ArborPro Database into the Government's database.

4. UPS shall provide not less than two training session in the use and manipulation of the street tree database, with staff to include hands-on demonstrations.

5. As trees are trimmed, removed or replaced under this Contract, UPS shall update the computer database records indicating the date of the most recent service provided and vital statistics of the individual tree. UPS shall update the database on a weekly basis and furnish both a hard copy and a digital copy of the database on a weekly basis.

Q. Additional Services:

1. UPS shall perform unscheduled tree trimming/maintenance services of trees not already included in this contract include, but not limited to general tree trimming, aesthetic tree trimming, clearance - raising of trees, palm tree trimming, high-voltage line clearance, tree removal, stump removal, root pruning, root barrier installation, and planting 15 gallon, 24-inch box, 36-inch box, 48" box trees or larger, with or without root barriers, removal and disposal of waste materials, and all appurtenant work thereto necessary for the satisfactory completion of the required services.
2. UPS shall transport and dispose of all tree wastes in accordance with all City, County, State and Federal requirements. The disposal site(s) and the procedures to report the total tonnage of the tree wastes shall be the same as those listed for AB 939 requirements.

R. Emergency Services During Work Hours:

1. UPS shall respond to any emergency situation that requires immediate tree trimming/maintenance services. These situations may include, but not limited to tree trimming/removal due to damage inflicted by high winds, storms, floods, traffic collisions, and other emergency call outs. UPS shall respond to these emergency requests within two (2) hours of notification time or as directed by the terms of the contract.
2. Regular Work hours are Monday to Friday from 7:00 a.m. To 4:00 p.m. or to contract specifications. Payment for any emergency services during work

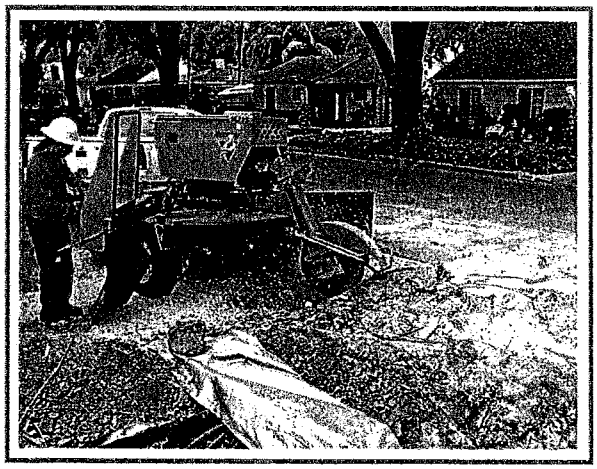
hours shall be made at the contract unit price for the total actual work hours required to complete the assigned tasks and shall include full compensation for all materials, labor, equipment, tools, and incidentals as stated in the bid proposal under section Cost Sheet.

S. Emergency Services After Hours:

1. Emergency after hours outside of regular hours, include weekends, holidays and evenings (Monday to Friday, 7:00 p.m. To 5:00 a.m.). The **City of Compton** can call upon UPS to respond to an emergency situation that requires immediate tree trimming/maintenance services.
2. Emergency situations may include, but not limited to tree trimming/removal due to damage inflicted by high winds, storms, floods, traffic collisions, and others emergency call outs. UPS is required to respond to these emergency services requests within two (2) hours of notification time or to the contract specifications.
3. Payment for any emergency services required outside regular working hours shall be made at the Contract Price or at an agreed to price with the **the City of Compton** for the total work hours required to complete the assigned tasks and shall include full compensation for all materials, labor, equipment, tools, and incidentals.

T. Brochure/letter:

1. If necessary, UPS will provide the Governmental Agency with a "Public Notice of any Tree Trimming work" for approval before starting any work on the contract. These brochures will be available in both English and Spanish.

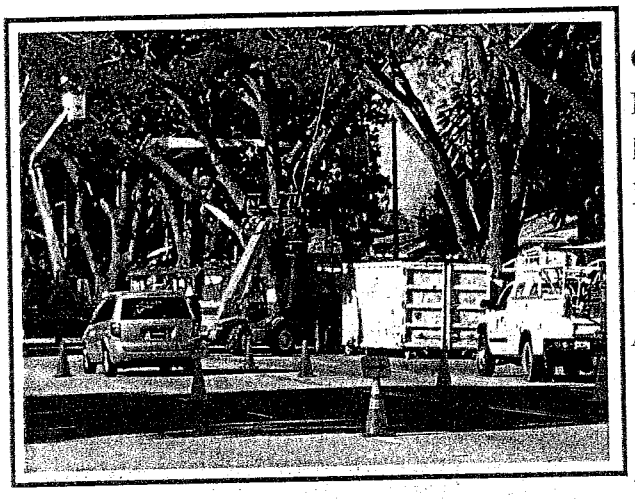


U. Photographs:

1. UPS will supply the Governmental Agency Representative photographs of "Before and After" tree trimming and/or tree removal or planting that are suitable for reproduction if requested by the Agency.
2. UPS will supply the Governmental Agency representative photographs of any damages that occur to public and or private property or persons within 24 hours of occurance.

V. Complaint Log:

1. UPS will keep a manual complaint log with the locations and names of any and all complaints that could occur in the performance of this contract.
2. The complaint log will have the address, name, time, date, type of complaint, action taken, remarks and any other information required to properly document the complaint



City of Compton, Special Provisions:
REQUEST FOR PROPOSALS for TREE MAINTENANCE/SERVICES AGREEMENT
Note:
Compton has special provisions in regards to tree trimming, emergency tree work, tree planting, tree inventory and tree removal within the contract. United Pacific Services has incorporated these special provisions into our proposal with the understanding that all tree maintenance work performed for the City by any and all crews of United Pacific will be govern and directed under and by these special provisions.

X. Crews/Equipment:

1. United Pacific will maintain a minimum of a 4 to 8 man crew while working on the contract. Each crew will have a minimum of 2 aerial bucket trucks, 1 to 2 chipper trucks, 1 to 2 tree chippers and 1 to 2 pick-up trucks. Additional equipment includes a roll-off truck, stump grinder, tractor loader, brush chipper, and root prunner.
2. UPS will provide a 24 hour emergency crew(s) ready to respond to any and all related work 7 days per week while under contract within two hours of notification by **Compton** or as directed in contract.
3. UPS will provide a Certified Arborists to assist the Agency on any and all matters concerning tree maintenance issues.
4. UPS will provide Certified Tree Workers to the Governmental Agency while work is being performed on the contract..
5. UPS will provide experience personnel certified to do Electrical Line work as specified in the contract.

Y. Certified Arborist / Certified Pesticide Advisor:

1. UPS will provide a Certified Arborist to assist the Governmental Agency on any and all matters concerning tree maintenance and tree related issues including planting, irrigation repair, slope maintenance, tree and hedge maintenance and ground cover maintenance.
2. UPS will provide a Certified Pesticide Advisor / Agricultural Pest Control Adviser to assist and advise the Agency on any and all matters concerning the use of any herbicide and pesticide in the performance of this contract.

Z. Traffic Control Plan:

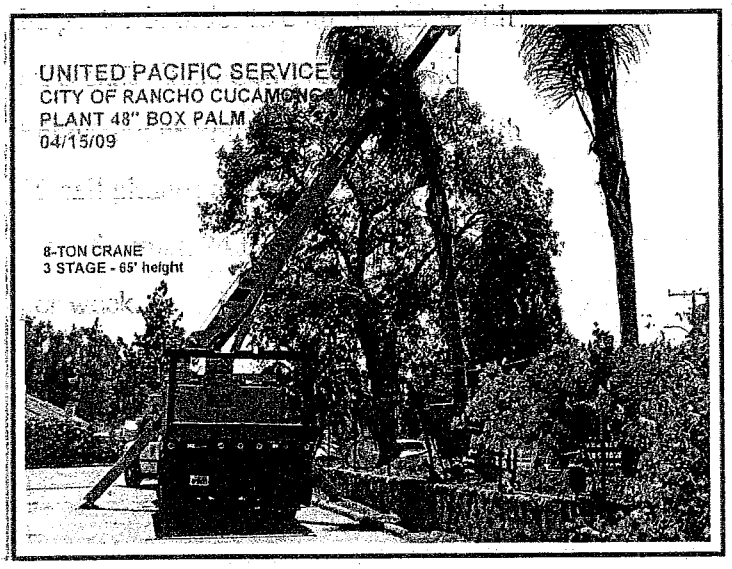
1. UPS shall prepare and submit a Traffic Control Plan for project work on the contract. The Traffic Control Plan shall be submitted to the appropriate Government Department.
2. UPS shall obtain and pay for all Traffic Control Permits. In addition UPS shall obtain all other permits incidental to the work, or made necessary by its operation, including but not limited to, those permits required for night work and demolition (tree removal).

AA. "On Call" Messages - Cell Phone Communication:

1. "On Call" Messages shall be telephonic messages transmitted by the Governmental Agency's authorized representative to UPS describing tree maintenance or other work to be accomplished under this Contract. All such telephonic messages will be followed by confirming facsimile (fax) and/or electronic mail (e-mail) messages.
2. UPS's authorized representative shall be personally available to receive such telephonic, fax, and e-mail messages from the Government's Project Inspector or his authorized representative seven days per week during regular daytime work shifts, and shall have an answering service and/or equipment to receive and record such messages at all other times, 24 hours a day 7 days a week.

3. UPS shall submit a written response, via fax and/or e-mail, and a telephonic response to each "On Call" message no later than the same day the telephonic "On Call" message was received.
The UPS response shall include confirmation of schedule or proposal of alternate schedule.

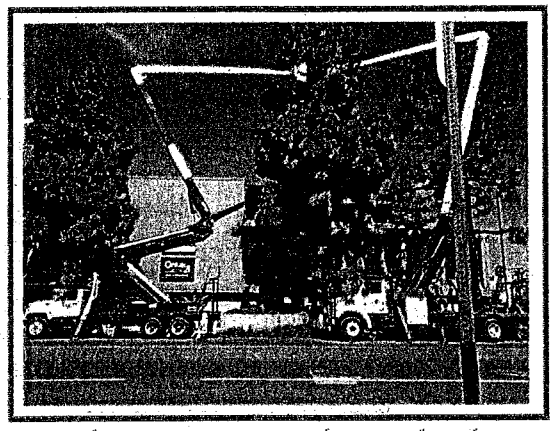
4. UPS shall provide a Mobil Cell phone to the Authorized Project Inspector in order to communicate with UPS staff. This Cell phone will be linked and be able to communicate with 15 cell phones to all UPS Managers and crew foreman 24 hours per day 7 days per week.



BB. Emergency phone and cell numbers:

United Pacific Services	**Office**	**(562) 691-4600**
	Fax	**(562) 691-8839**
Gus Franklin, *President*	**Home**	**(562) 691-1844**
	Cell	**(562) 254-0749**
Eric Franklin, *Vice President*	**Home**	**(714) 637-5125**
	Cell	**(562) 254-0746**
Jack Mooring, *Vice President / General Manager*	**Home**	**(714) 525-8821**
	Cell	**(562) 254-1196**
Tony Gomez, *Field Supervisor*	**Home**	**(323) 566-2127**
	Cell	**(562) 254-0067**
Johnny Atkins, *Field Spervisor*	**Cell**	**(562) 254-3160**

CC. WORK / BUSINESS STATEMENT:



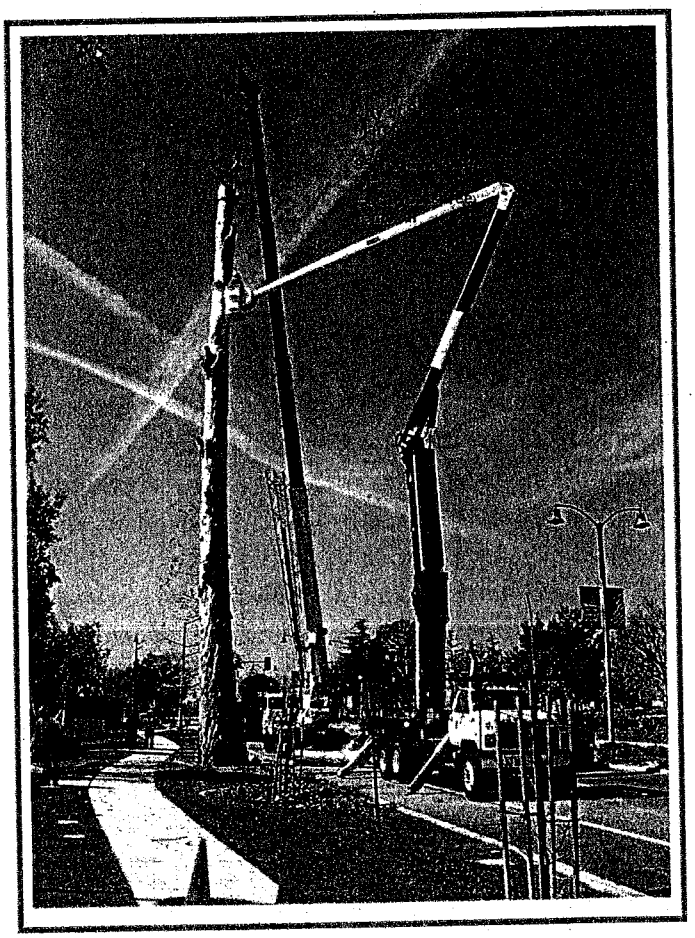
United Pacific Services, Inc. (UPS) provides municipal/county tree maintenance for various cities and county agencies in southern California. We have a long history of completing government contracts that started with the City of La Habra in 1974. Since that period of time the owner and President of UPS, Gus K. Franklin has supervised the completion of more then $145,000,000 in government contracts. All contracts were completed on time and to specifications. We currently have long term and renewable contracts with the Counties of Los Angeles and County of Riverside including various municipalities. We have a proven track record and have invested over $5.8 million in specialized tree maintenance equipment since the year 1999. We are committed to completing each contract to specifications with certified I.S.A. Arborists and I.S.A. Certified Tree Workers. In addition all of our equipment shall be certified and meet safety standards set by the State of California. Please review the list below that gives you an overview of our ability to meet contract specifications and deadlines.

- Completed over $135,000,000 in government contracts during the past 45 years
- Business line of Credit with Bank of California since 2015
- UPS has invested $5,500,000 in specialized tree maintenance equipment since the year 2000.
- UPS Employs I.S.A. Certified Arborists and I.S.A. Certified Tree Workers
- President of UPS received 65 letters of recommendation from various governmental agencies.
- UPS received 20 municipal, county and state endorsement signatures in 2004 and 2012
- President of UPS received 14 municipal endorsement signatures in 1981
- UPS has a 1.5 acre maintenance facility located in the City of South Gate
- UPS has 24 aerial bucket trucks from 55' to 100' in height
- UPS has 5 roll-off trucks and 8 roll-off containers and a 50' walking floor trailer
- UPS has a C61/D49 and C27 California Contractors State License
- UPS has 10 large dump/chipper trucks
- UPS has over 85 trucks and trailers that support our daily crew operations
- UPS has General Liability and Auto Insurance for up to $5,000,000 per contract
- UPS has completed 74-contracts for over $21 million for the County of Los Angeles
- UPS has successfully completed over 200 government contracts for tree maintenance work
- Our main office is over 1.5 acres (over 90,000 square feet) located in the City of South Gate
- UPS has never been terminated from any government contract (county, state and city) and has completed all contracts on schedule and to specifications.
- UPS is a bonded company.
- During the past 40 years the President of UPS has successfully supervised the completion of municipal, county and state contracts for over 120 governmental agencies.
- UPS maintains a Drug Free work place
- UPS employs 15 Certified Utility Line Clearance Arborists
- UPS has a State of California Pest Control Business License

- UPS has a Agricultural Pest Control Registration number
- UPS has a QAL-Qualified Applicators License
- UPS uses trained personnel with a Pest Control Advisor License.

DD. INTERNAL AND SUPPORT STAFF:

United Pacific Services (UPS) maintains support staff for doing routine office functions from monitoring daily crew production and doing routine reports generated from our tree inventory software programs for each of our contract cities. We are in constant contact with city staff in order to update their software system(s). In addition we employ backup personnel in order to meet contract deadlines and to provide daily services to our client governmental agencies. We can always be reached 24/7 and have the support of a well balanced and trained office staff. We continue to explore new and innovative ideas that will enhance our operations and support our client cities. This has enabled us to become very competitive in bidding contracts and has given our field crew(s) and city staff the support necessary to maintain a well balanced tree maintenance program.



EE. INTERNAL TRAINING PROGRAM FOR EMPLOYEES:

United Pacific Services (UPS) offers all of our employees a continuing training program to enhance their overall abilities in the field. This includes the proper techniques in the trimming of over 100 different species of trees found in California. We have on going safety training in the proper use of aerial equipment, chippers, dump trucks, stump grinders, root pruners, tractor loaders, aerial cranes, chain saws and other specialized tree maintenance equipment. We continually promote safety training for all of our employees including the training necessary to become a I.S.A. Certified Arborist, a I.S.A. Certified Tree worker and a Certified Crane operator. We also have on-going training for our employees to become Certified and obtain a QAL license in the proper techniques of using, mixing and spraying agricultural and horticultural pesticide chemicals. In addition we offer an extensive training program using home study programs / videos in communication and dealing with property owners and the public while working in the field. Our employees are also trained and certified by CAL-Osha regulations and they are also certified and trained in Electrical Hazard Awareness and Emergency Response / Aerial Rescue Certifications.

FF. SAFETY TRAINING PROGRAMS:

- Safety Incentive Programs
- Aerial certification
- Crane operation certification
- Chipper operation certification
- Dump truck operation certification
- Certified Electrical training - certification
- Video training - ISA, TCIA and Landscape Association of Southern California
- Safety Incentive Programs
- Bonus Programs
- CAL-OSHA safety training
- Tailgate Safety Meetings
- Irrigation certification / videos
- Tree planting certification / videos

GG. FIRM' CUSTOMER SERVICE PROGRAM:

United Pacific Services, Inc. (UPS) has a full staff of full time employees who have been trained in dealing with the public. If any residence or property owners have questions concerning our tree maintenance program they can call our direct number at 562.691.4600, ext. 201 and ask for Ms. Renee Mooring. Ms. Mooring has the experience of dealing with the public and can answer any questions concerning our tree maintenance and inventory program. In addition any property owner can also call our General Manager who is in charge of setting up our crews in the field for additional information. Mr. Jack Mooring can be reached on his cell phone at 562.254.1196 or they can call Jack at our main office at 562.691.4600, ext. 106. We firmly believe that communication with the public is extremely important and having a first class Customer Service Program is very important to UPS.

HH. PUBLIC COMPLAINTS OR DAMAGE TO PROPERTY:

United Pacific Services, Inc. (UPS) can respond to any complaint within one hour of notification and most of the time immediately. Any property damages and/or claims will be handled within 24 hours of notification with full resolution most of the time the same day. We believe that working for the city/county also entails developing a good public relations with the citizens / residence of the city/county to resolve any claims or misunderstanding of the work being performed. We realize and understand that developing good public relations is very important as we work with and for the city and county in completing our tree maintenance contract. Therefore we have set up a 24/7 phone numbers for the public and residence of the city/county to call in case any question need to be answered. They can call 562.691.4600, ext. 225, President, ext. 224, Vice President, ext. 226,

Operations Vice President and finally ext. 206, Vice President / General Manager of Field Operations and ext. 201, Office Administrator and Assistant to the President.

II. EMERGENCY RESPONSE CAPABILITIES

United Pacific Services Inc. (UPS) can respond to any emergency within one to two hours of notification 24 hours per day seven days per week. We have support equipment and backup equipment parked at our main office facility and in addition we have equipment parked at various county facilities and city yards ready to respond to any emergency seven days per week 24 hours per day. All emergencies should be directed to our field Supervisors that can be reached on their cell phones at Gus Franklin at. 562.254.0749, Jack Mooring at 562.254.1196, Eric Franklin at 562.254.0746, Johnny Atkins (562) 254-3160, Leo Ramirez at 562.2543158, Antonio Gomez at 562.254.0067, Antonio Gomez Jr. At 562.254.1963, Ignacio Gomez at 562.254.3446, Jose Torres at 562.244.2890, Richard Gutierrez at 562.244.2632 and Enrique Gutierrez at 562.254.3117.

JJ. EQUIPMENT MAINTENANCE FACILITY:

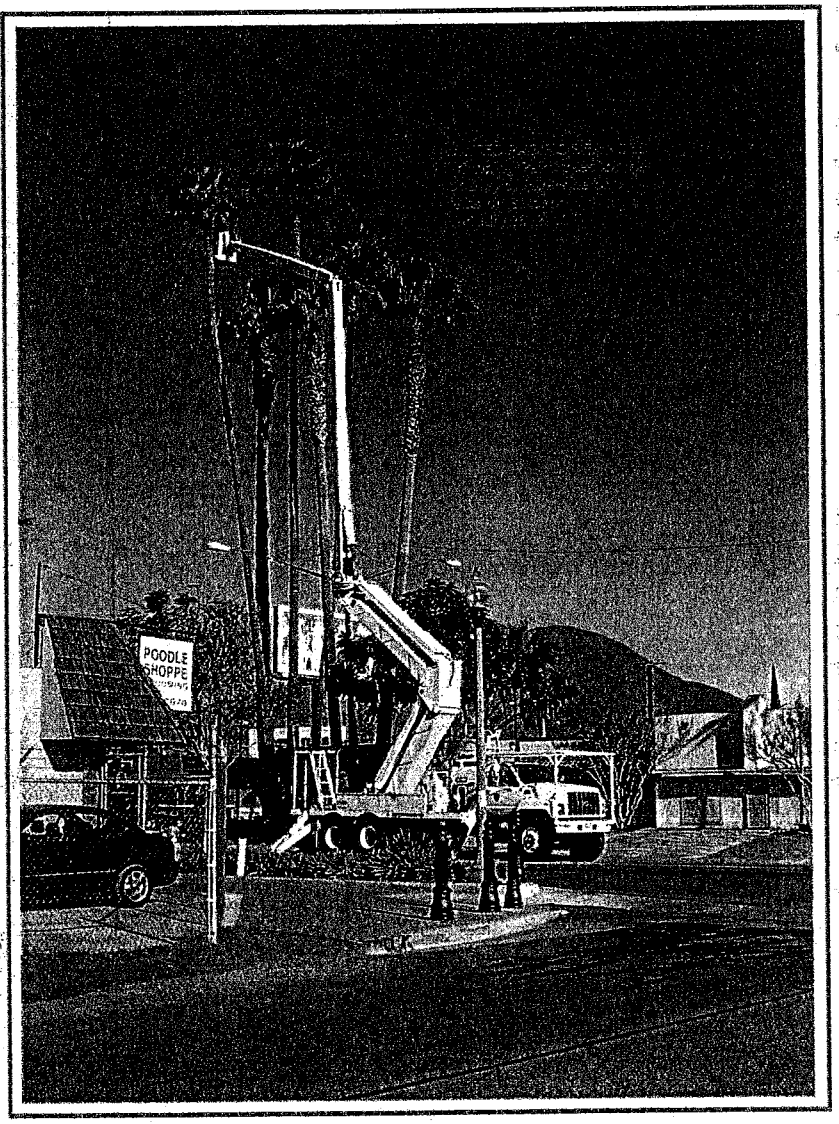
United Pacific Services, Inc. Maintains a full service equipment maintenance facility at 5529 Leeds Street in the City of South Gate. This is a 1.5 acre yard with buildings and all necessary repair equipment to maintain over 65 vehicles and specialized tree equipment.

KK. PROPOSED PROGRAM:

Gus K. Franklin President of United Pacific Services, Inc. (UPS) has successfully supervised the completion of over $135,000,000 in government contracts for over 125 cities 8 counties and the State of California-Caltrans during the past 45 years. In 1981 fourteen cities highly endorsed Mr. Franklin followed by ten governmental agencies in 2004 and again 10 governmental agencies in 2012. In addition Mr. Franklin has received ninety-one letters of recommendations from various cities, county and state agencies. The leadership of UPS is based on successfully completing millions of dollars in bonded contracts without any penalities or liquadated damages for failue to complete a contract on time or to specifications. With this extensive background UPS has the ability and knowledge to create a well balanced tree maintenance program for any city or county agency. If awarded the contract Mr. Franklin along with highly trained staff will evaluate the condition of the trees and make a recommendation that is based on the condition of the cities and/or counties Urban Forestry. Our evaluation will be done by I.S.A. Certified Arborists with over 25 years of experience in completing government contracts. Our recommended program will be based on the condition of the trees and the annual budget. Working with city/county staff and UPS staff we will create a tree maintenance plan that meets the requirements of the city/county and the community. UPS believes in developing a close working relationship with city/county staff while developing a Urban Forestry maintenance plan that meets the needs of the county and at the same time concentrates on targeting the removal of dangerous dead trees and split and broken limbs for safety reasons.

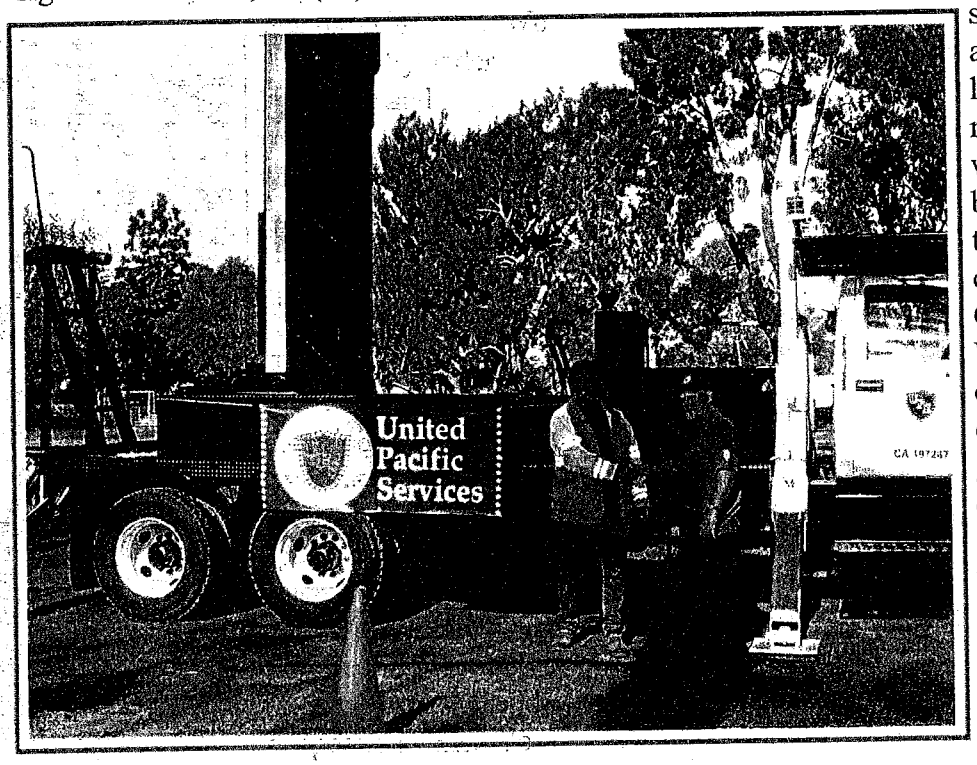
LL. ABILITY TO RECOMMEND AND MEET PROJECT SCHEDULES:

In order to meet project schedules UPS proposes to meet with **City of Compton** staff prior to starting the contract to develop a tree maintenance program together that meets the maintenance needs of the city. Our recommendations will be based on doing a complete tree evaluation throughout the city in order to determine the condition of the city's urban forest. Our survey will include locating any broken limbs throughout the city and any dead trees that could cause a potential liability to the city. Our survey and evaluation of the city's street and park trees will be a joint effort between our staff at UPS with input from city staff. Upon completion of our field inspection of each tree we will make recommendations to the city based on the city's annual tree maintenance budget. Our survey and recommendation will be completed by an I.S.A. Certified Arborists with over 25 years of experience in government contracts and will include target trimming of potentially dangerous trees throughout the city. After we complete our recommendation and with city authorization and approval we will employ an eight man crew with three aerial bucket trucks, two chipper dump trucks, two chippers, a one-ton pickup and a one-ton crew cab with all necessary support equipment including stump grinders, root pruners, crane trucks, tractor loaders, roll-off trucks and additional specialized tree equipment. Once we start the contract we will keep our crew working full time forty hours per week until all tree work is completed. Our crew will also be supported with an additional crew, if necessary, of equal size that can be moved into the city on a twenty-four notice. Our ability to meet contract deadlines is based on successfully completing over $100,000,000 in city, county and state contracts during the past forty years for over 100 governmental agencies. Our comprehensive Survey is only done with the approval of the City of Compton and can target various areas of the city at an hourly rate.



MM. CAPABILITY TO PERFORM ALL PROPOSED SERVICES:

United Pacific Services, Inc. (UPS) has invested over $5.8 million in specialized tree equipment during the past ten years. In addition we have successfully completed over $135,000,000 in government contracts over the past forty years. We have received 74 letters of recommendation from various city, county and state agencies and have also received 34 endorsement signatures from various cities, counties and state agencies starting with fourteen (14) city endorsement signatures in 1981, ten (10) endorsement signatures in 2004 and finally ten (10) endorsement signatures in 2012. We are currently under long term and renewable contracts with six cities and have been awarded five long term and renewable contracts with the County of Los Angeles. We have a long history of successfully completing all government contracts on time and to specifications. Therefore we have a proven track record and can meet all contract deadlines on time and to specifications. We have received various awards for outstanding excellence in completing tree trimming contracts including our award for the 1984 Summer Olympic Games for trimming 1,400 trees in preparation for the opening Ceremonies of the 1984 Summer Olympic Games of the XXIII Olympaid held in the City of Los Angeles. Please review our proposal to better understand our background in the tree maintenance industry. We specialize in doing municipal and county contracts and can provide a first class operation that has a long history of completing contracts in southern California.



TreeKeeper Tree Inventory Software

On-Line Web Based System

For a free demonstration of the "TreeKeeper" web based tree inventory software please go on the internet To: www.TreeKeeperonline.com and register as a guest.

ANY QUESTIONS PLEASE CONTACT:

Renee Mooring
Vice President / Tree Inventory
United Pacific Services, Inc.
(562) 244-0665

REFERENCES:

Giovanni Amador
Street Tree Supervisor
City of Downey
(562) 417-6902

Laura Bauernfeind
Forester (Principal Grounds Maintenance Supervisor)
City of Los Angeles Recreation and Parks Department
213-485-3675

Dorothy Abeyta
Special Districts Urban Forester
City of San Jose
408-794-1924

Michael Gerold-Neumann
Urban Forester
City of Roseville
916-774-5579

September 5, 2023

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2023-2024 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) DAY COMPTON DUMP DAY PROGRAM WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE COLLECTION OF HOUSEHOLD BULKY ITEM IN THE CITY OF COMPTON

SUMMARY

The City Council will consider adopting a resolution amending the 2023-2024 Fiscal Year budget and authorizing the City Manager to enter into a five (5) day Compton Dump Day Program with the California Department of Transportation, Inc. for the collection of household bulky items in the City of Compton at no cost to the City or its residents.

BACKGROUND

California Department of Transportation ("Caltrans") manages more than 50,000 miles of California's highway and freeway lanes, provides inter-city rail services, permits more than 400 public-use airports and special-use hospital heliports, and works with local agencies. Caltrans carries out its mission with six primary programs: Aeronautics, Highway Transportation, Mass Transportation, Transportation Planning, Administration and the Equipment Service Center.

In addition to managing highways and roads, Caltrans also offers local agencies dump day services to residents that do not have the resources to directly dispose of household bulky items. Furthermore, Caltrans is an employer of individuals whose passion is to keep California clean by utilizing the "Dump Day" initiative, which is to provide State, County and Local agencies with resources to provide safe disposal alternatives and improve the quality of life for their residents.

STATEMENT OF THE ISSUE

The Clean California initiative is a multi-year clean-up effort led by Caltrans to keep roads and waterways free of litter, create thousands of jobs, and transform state and local public spaces through beautification efforts, as part of the litter collection component, Caltrans

is proposing free dump day events where the public can dispose of household waste safely and properly for free (Dump Day events).

Caltrans is offering to render its dump services free of charge to the City and residents of the City of Compton. At the request of the Mayor residents will have five opportunities to dispose of bulky items that are no longer needed or wanted. The following dates have been proposed: September 16, 2023; January 20, 2024; April 20, 2024; May 18, 2024; and June 15, 2024. On all five dates, Compton residents can drop off their bulky items at 700 N Bullis Road, however, on January 20 and April 20, Compton residents can register with Public Works Street Maintenance to have their bulky items picked up from their home.

FISCAL IMPACT

Caltrans agrees to reimburse the City one hundred percent (100%) of the cost for, including but not limited to, labor, equipment and/or dumping fees expended for Dump Day events up to the maximum contract sum stated in the agreement between Caltrans and the City. Caltrans has agreed to reimburse the City in an amount not to exceed Forty Thousand Dollars ($40,000) to fulfill its obligations under the agreement.

Accordingly, the City Manager's Office Fiscal Year 2023 – 2024 budget shall be amended as follows;

Increase Revenues appropriations in the following accounts:

• 1518-000-000-3569	Other State Grants	$40,000

Increase Expenditure appropriations in the following accounts:

• 1518 -710-DDO-4171	Overtime	$13,011.00
• 1518-710-DDO-4234	Disposal Bin Fees	$22,989.00
• 1518-710-DDO-4216	Printing and Duplication	$ 1,500.00
• 1518-710-DDO-4249	Special Department Expenses	$ 2,500.00

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

JERRY GROOMES
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2023-2024 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIVE (5) DAY COMPTON DUMP DAY PROGRAM WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE COLLECTION OF HOUSEHOLD BULKY ITEM IN THE CITY OF COMPTON

WHEREAS, California Department of Transportation ("Caltrans") manages more than 50,000 miles of California's highway and freeway lanes, provides inter-city rail services, permits more than 400 public-use airports and special-use hospital heliports, and works with local agencies. Caltrans carries out its mission with six primary programs: Aeronautics, Highway Transportation, Mass Transportation, Transportation Planning, Administration and the Equipment Service Center; and

WHEREAS, in addition to managing highways and roads, Caltrans also offers local agencies dump day services to residents that do not have the resources to directly dispose of household bulky items. Furthermore, Caltrans is an employer of individuals whose passion is to keep California clean by utilizing the "Dump Day" initiative, which is to provide State, County and Local agencies with resources to provide safe disposal alternatives and improve the quality of life for their residents; and

WHEREAS, the Clean California initiative is a multiyear clean-up effort led by Caltrans to keep roads and waterways free of litter, create thousands of jobs, and transform state and local public spaces through beautification efforts, as part of the litter collection component, Caltrans is proposing free dump day events where the public can dispose of household waste safely and properly for free (Dump Day events); and

WHEREAS, Caltrans is offering to render its dump services free of charge to the City and residents of the City of Compton. At the request of the Mayor resident will have five opportunities to dispose of bulky items that they no longer need or want. The following dates have been proposed: September 16, 2023, January 20, 2024, April 20, 2024, May 18, 2024 and June 15, 2024. On all five dates Compton residents can drop off their bulky items at 700 N Bullis Road, however, on January 20 and April 20 Compton residents can register with Public Works Street Maintenance to have their bulky items picked up from their home; and

WHEREAS, Caltrans agrees to reimburse the City one hundred percent (100%) of cost for, including but not limited to, labor, equipment and/or dumping fees expended for Dump Day events up to the maximum contract sum stated in the agreement between Caltrans and the City. Caltrans has agreed to reimburse the City in an amount not to exceed Forty Thousand Dollars ($40,000) to fulfill its obligations under the agreement; and

WHEREAS, staff is recommending that the Council authorize a 5-day program agreement for Caltrans to collect and dispose of household bulky items within the City.

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a five (5) day Dump Removal Program agreement, and other necessary documents, with California Department of Transportation for the collection of household bulky items in the City of Compton at no cost to the City or its residents.

SECTION 2. That the services to be rendered by California Department of Transportation shall be for a period of five (5) days, commencing on Notification to Proceed from the City.

SECTION 3. That the City Manager's Office Fiscal Year 2023 – 2024 budget shall be amended as follow:

Increase Revenue appropriations in the following accounts:

- 1518-000-000-3569 Other State Grants $40,000

Increase Expenditure appropriations in the following accounts:

• 1518 -710-DDO-4171	Overtime	$13,011.00
• 1518-710-DDO-4234	Disposal Bin Fees	$22,989.00
• 1518-710-DDO-4216	Printing and Duplication	$ 1,500.00
• 1518-710-DDO-4249	Special Department Expenses	$ 2,500.00

SECTION 4. That a copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, and the 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 _____, 2023.

_____
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, Vernell McDaniel, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2023.

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

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

_____
CITY CLERK OF THE CITY OF COMPTON

DUMP DAY EVENT AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2023, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as CALTRANS; and the City of Compton, hereinafter referred to as "LOCAL AGENCY"; and collectively referred to as "PARTIES."

The Clean California initiative is a multiyear clean-up effort led by CALTRANS to keep roads and waterways free of litter, create thousands of jobs, and transform state and local public spaces through beautification efforts. As part of the litter collection component, CALTRANS is proposing free dump day events where the public can dispose of household waste safely and properly for free (Dump Day events).

CALTRANS and LOCAL AGENCY, agree to provide free Dump Day events for LOCAL AGENCY's residents as part of the Clean California initiative.

PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.

PARTIES MUTALLY AGREE TO DO THE FOLLOWING:

1. PARTIES shall publicize Dump Day events by informing the public that they may dispose of certain household waste items safely and properly for free, at the following locations and dates:

   - *September 16, 2023* between *(8:00 am – 1:00 pm)* at the *(City of Compton Offsite facility 700 N. Bullis Road, Compton, CA 90221)*
   - *January 20, 2024* between *(8:00 am – 1:00 pm)* at the *(City of Compton Offsite facility 700 N. Bullis Road, Compton, CA 90221)*
   - *April 20, 2024* between *(8:00 am – 1:00 pm)* at the *(City of Compton Offsite facility 700 N. Bullis Road, Compton, CA 90221)*
   - *May 18, 202*4between *(8:00 am – 1:00 pm)* at the *(City of Compton Offsite facility 700 N. Bullis Road, Compton, CA 90221)*
   - *June 15, 2024* between *(8:00 am – 1:00 pm)* at the *(City of Compton Offsite facility 700 N. Bullis Road, Compton, CA 90221)*

2. CALTRANS agrees to reimburse the LOCAL AGENCY 100% (one hundred percent) of cost for, including but not limited to labor, equipment and/or dumping fees expended for Dump Day events (Dump Day Costs) up to the maximum Contract Sum stated in this Agreement.

3. CALTRANS has agreed to reimburse LOCAL AGENCY, an amount not to exceed **Forty-Thousand Dollars ($40,000)** to fulfill its obligations under this AGREEMENT.

4. CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature and the State Budget Act authority.

5. Based on the amount of trash collected during the Dump Day events, LOCAL AGENCY shall send its invoices to CALTRANS within 45 days of the Dump Day event for the latter's share of the Dump Day Costs.

6. LOCAL AGENCY shall send invoices to the Caltrans District Clean CA District (xx) Coordinator. The itemized invoice shall contain the following:

    (a) STATE's Clean California Program Code: CLEANCADMP;
    (b) AGREEMENT number;
    (c) Date(s) of services;
    (d) Location of services;
    (e) Number of hours and hourly rates;
    (f) Receipts for trash disposal;
    (g) Receipts for equipment, materials, and supplies; and
    (h) LOCAL AGENCY's Performance Report that includes tonnage and/or cubic yard measurement of litter/debris disposed.

CALTRANS

John Zaki, Contract Manager

100 S. Main Street

Los Angeles, CA 90012

Office Phone: (213) 269-1275

Mobile Phone: (213) 269-1275

Fax Number: N/A

Email: john.zaki@dot.ca.gov

LOCAL AGENCY contact is the following:

Jerry Groomes, City Manager

205 S. Willowbrook Ave.

Compton, CA 90220

Office Phone: (310) 605-5585

Fax Number: (310) 761-1429

Email: jgroomes@comptoncity.org

7. Upon review and approval of invoice by the District Clean California Coordinator, CALTRANS shall pay LOCAL AGENCY within forty-five (45) calendar days of receipt of invoices. Payment will be made in accordance with the CA Prompt Payment Act, and within the time specified in Chapter 4.5, sections 927-927.13 of the Government Code.

8. When publicizing the Dump Day events, PARTIES shall inform the public that no hazardous materials will be accepted at the Transfer Stations/Landfills. However, if

LOCAL AGENCY accepts hazardous materials, it shall do so at its own risk and responsibility and CALTRANS shall not pay disposal fees for such hazardous material.

9. Participating members of the public will be responsible for legally transporting waste to the Dump Day event.

10. LOCAL AGENCY shall provide the necessary equipment, tools, personal protective equipment, materials, supplies and products necessary to perform the services under this AGREEMENT including refuse intake inspection by staff qualified to identify hazardous materials, transportation, loading and unloading, and handling of Dump Day refuse.

11. CALTRANS does not accept nor take any responsibility for generation of any waste streams, including hazardous materials, associated with the Dump Day event(s).

12. All services performed by LOCAL AGENCY pursuant to this AGREEMENT are intended to be performed in accordance with all applicable Federal, State and LOCAL AGENCY laws, ordinances, and regulations. In case of a conflict between Federal, State and LOCAL AGENCY laws, ordinances, or regulations, the order of precedence applicability of these laws shall be Federal, State and then LOCAL AGENCY laws and regulations, respectively.

13. The total amount CALTRANS will reimburse to LOCAL AGENCY pursuant to this AGREEMENT shall not exceed [$40,000] ("Contract Sum"). Costs incurred by LOCAL AGENCY for PROJECT work under this AGREEMENT in excess of the Contract Sum will be borne by LOCAL AGENCY. It is understood and agreed that this AGREEMENT fund limit is an estimate, and that CALTRANS will only reimburse the actual cost of services rendered as authorized by the CALTRANS Contract Manager or designee at or below the fund limitation amount set forth in this AGREEMENT.

14. This AGREEMENT may only be amended or modified by mutual written agreement of the PARTIES.

15. This AGREEMENT will end on June 30, 2024 (the "Termination Date"). This AGREEMENT may be terminated by the PARTIES upon mutual written agreement. In the event of a termination CALTRANS will reimburse LOCAL AGENCY all allowable, authorized, and non-cancellable obligations and costs incurred by LOCAL AGENCY prior to the termination.

16. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY, its contractors, sub-contractors, general public, and/or its agents under or in connection with any work (including hazardous materials), authority, or jurisdiction conferred upon LOCAL AGENCY under this AGREEMENT. It is understood and agreed that LOCAL AGENCY, to the extent permitted by law will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by

LOCAL AGENCY, its contractors, sub-contractors, general public, and/or its agents under this AGREEMENT. PARTIES will continue to work together to plan future events.

PARTIES are authorized to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and hereby covenant to have followed all the necessary legal requirements to validly execute this AGREEMENT. By signing below, the PARTIES each expressly agree to execute this AGREEMENT electronically.

CALTRANS:

_____ Date: _____
GODSON OKEREKE
Deputy District Director Maintenance
Caltrans District

CITY OF COMPTON:

_____ Date: _____
JERRY GROOMES
CITY MANAGER

Approved as to Form:

_____ Date: _____
ERIC PERRODIN
CITY ATTORNEY

Attest::

_____ Date: _____
VERNELL MCDANIEL
CITY CLERK