

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, November 13, 2012 5:45 PM

HEARING(S)

5:50 P.M. - PUBLIC HEARING - RECEIVE COMMENTS ON THE PROPOSED SUBSTANTIAL AMENDMENT TO REPROGRAM HUD FUNDS (Reschedule Item #7)

OPENING

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

REPORTS OF OFFICERS AND COMMISSIONS

MUNICIPAL LAW ENFORCEMENT SERVICES

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO SELECTRON TECHNOLOGIES FOR ANNUAL MAINTENANCE OF THE INTERACTIVE VOICE RESPONSE SOLUTION (IVR) FOR THE BUSINESS LICENSE DIVISION OF THE MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT

PUBLIC WORKS-ENGINEERING

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE COUNTY OF LOS ANGELES TO PROVIDE PUBLIC WORKS RELATED SERVICES

WATER DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF FERGUSON WATERWORKS FOR THE FURNISHING AND DELIVERY OF STORE SUPPLIES
4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF ARMORCAST PRODUCTS FOR THE FURNISHING AND DELIVERY OF RPM POLYMER CONSTRUCTION METER BOXES AND COVERS
5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF HD SUPPLY WATERWORKS FOR THE FURNISHING AND DELIVERY OF LEAD FREE MULTI-JET WATER METERS
6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF FERGUSON WATERWORKS FOR THE FURNISHING AND DELIVERY OF FIRE HYDRANTS AND GATE VALVES AND TRANSFERRING FUNDS BETWEEN ACCOUNTS

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES

CITY MANAGER'S REPORT

7. A REQUEST TO RESCHEDULE THE PUBLIC HEARING TO RECEIVE COMMENTS ON THE PROPOSED SUBSTANTIAL AMENDMENT TO REPROGRAM HUD FUNDS (January 22, 2013 at 5:50 p.m.)

CITY ATTORNEY'S REPORTS

CLOSED SESSION

8. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

Warren/Shandell v. City of Compton - BC389182/TC020285
Pursuant to California Government Code Section 54956.9(a)

UNFINISHED BUSINESS

NEW BUSINESS

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER TO GCR TIRE CENTERS FOR VEHICLE TIRE REPAIR AND REPLACEMENT
10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE FISCAL YEAR 2012-2013 BUDGET TO ALLOCATE THE REMAINING BALANCE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE FIRE DEPARTMENT WHICH WERE PREVIOUSLY APPROVED IN THE 2011-12 FISCAL YEAR BUDGET
11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER TO MOTOROLA FOR THE PURCHASE OF RADIOS FOR (2) NEW EMERGENCY AMBULANCES
12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER TO EMERGENCY VEHICLE GROUP INC. FOR THE PURCHASE OF TAX AND LICENSE FOR (2) NEW EMERGENCY AMBULANCES
13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER TO QUALA-TEL FOR THE PURCHASE OF ON-BOARD COMMUNICATIONS FOR (2) NEW EMERGENCY AMBULANCES
14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE RENEWAL OF THE AGREEMENT WITH DONALD H. MAYNOR, A PROFESSIONAL CORPORATION, TO PROVIDE LEGAL SERVICES REGARDING UTILITY USERS' TAX/FRANCHISE COMPLIANCE AND REVENUE PROTECTION SERVICES
15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO PROFESSIONAL SERVICE AGREEMENTS AND ISSUE PURCHASE ORDERS TO WILL DAN ENGINEERING, QUANTUM QUALITY CONSULTING, INC. AND JEFF THIERRY, T.E., FOR PLAN REVIEW AND TRAFFIC ENGINEERING SERVICES

16. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CONSOLIDATING THE DEPARTMENTS OF PUBLIC WORKS AND WATER TO ESTABLISH THE DEPARTMENT OF PUBLIC WORKS AND MUNICIPAL UTILITIES **(First Reading)**
17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN EXTENSION OF THE AGREEMENT WITH MUNISERVICES, LLC TO PROVIDE UTILITY USERS' TAX/FRANCHISE COMPLIANCE AND REVENUE PROTECTION SERVICES.
18. AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON FIXING THE COMPENSATION FOR THE ELECTED POSITIONS OF THE CITY CLERK, THE CITY TREASURER AND THE CITY ATTORNEY EFFECTIVE AS OF JULY 1, 2013.
19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE AND SALE OF TAX AND REVENUE ANTICIPATION NOTES FOR FISCAL YEAR 2012-13 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$10,600,000.

APPROVAL OF WARRANTS

20. Warrant #212231 - Date - 11/07/12 - Name - Staples Advantage - Services - Supplies for the Grants Division - Amount - \$1,422.02 - Requested by: Grants Division

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, November 20, 2012 @ 5:45 PM.

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

View Meetings Live at <mms://livemedia.comptoncity.org:8080>

November 13, 2012

TO: MAYOR AND CITY COUNCIL

**FROM: JON THOMPSON, FIRE CHIEF
INTERIM DIRECTOR, MUNICIPAL LAW ENFORCEMENT SERVICES**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A
PURCHASE ORDER TO SELECTRON TECHNOLOGIES, INC. FOR
ANNUAL MAINTENANCE OF THE INTERACTIVE VOICE RESPONSE
SOLUTION (IVR) FOR THE BUSINESS LICENSE DIVISION OF THE
MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT.**

SUMMARY

This resolution authorizes the City Manager to issue a purchase order to the Selectron Technologies, Inc. ("Selectron") for the annual support and maintenance for Business Licensing Interactive Voice Response Solution ("IVR") system module for the Business License Division in the amount of Five Thousand One Hundred and Sixty (\$5,160.00) Dollars for Fiscal Year 2012-2013 (i.e. July 1, 2012 through June 30, 2013).

BACKGROUND

Pursuant to Resolution No. 22,282, adopted by the City Council on April 24, 2007, the City, specifically the Municipal Water Department, contracted with Selectron to provide the hardware, software, training and five (5) year support and maintenance of the IVR system. This system provides for credit card and E-check payment, processing, business licensing, delinquency information and SmartFax without the need to reach a staff service representative.

The contract provides coverage for both the Water Department and the Business License Division of the Municipal Law Enforcement Services Department ("MLES"). Prior to implementation of this system, the Business License Division had to handle the walk-in customers and well as the numerous calls, thus utilization of the IVR system has been quite invaluable, especially with the staffing shortage.

The Interactive Voice Response system eliminates that offload routine of customer calls that demand staff time and tie-up phone lines. Additionally, the system allows the customer to access current business license information, file a complaint, request a renewal notice or business license renewals faxed to business and also provide credit card and e-card processing. The professional voice recording of call flow and system prompts are offered in English or Spanish.

#1.

Selectron Technologies, Inc.
November 13, 2012, Page Two

The maintenance service agreement provides telephone support for general questions, on-line technical diagnostic support, software connection upgrades, quarterly system reviews and diagnostics.

STATEMENT OF THE ISSUE

As indicated above, the City entered into a five (5) year Maintenance Service Agreement with Selectron in April 2007. On July 3, 2012, the City Manager, on behalf of the Water Department, obtained authorization, pursuant to Resolution 23,572, to renew the maintenance agreement with Selectron for Fiscal Year 2012-2013, however, through inadvertence; the request did not include the costs of maintenance for the Business License Division module. Therefore, in order to continue use of the IVR system for business licensing, there is a need to issue a purchase order for maintenance services during Fiscal Year 2012-2013.

ALTERNATIVE

The alternative would be to find another vendor; however, the vendor would have to be compatible with the existing payment system.

FISCAL IMPACT

The Business License Division of the Municipal Law Enforcement Services Department has the necessary funds to pay for the renewal for the maintenance and support service agreement for the 2012-2013 fiscal year in the amount of Five Thousand One Hundred and Sixty Thousand (\$5,160.00) Dollars in Account No. 1001-670-000-4262.

RECOMMENDATION

Staff recommends that the City Council adapt the attached resolution.

JON THOMPSON, FIRECHIEF, INTERIM DIRECTOR
MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

#1.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO CONTINUE THE MAINTENANCE THE SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO SELECTRON TECHNOLOGIES, INC> FOR ANNUAL MAINTENANCE OF THE INTERACTIVE VOICE RESPONSE SOLUTION (IVR) FOR THE BUSINESS LICENSE DIVISION OF THE MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT.

WHEREAS, one of the Business License Division's goals is to find ways to better service its customers; and

WHEREAS, on April 24, 2007 the City Council adopted Resolution No. 22,282, which authorized a contract with Selectron Technologies, Inc. to provide the hardware, software, training and a five (5) year support and maintenance contract for the Interactive Voice Response Solution ("IVR") system; and

WHEREAS, the IVR system provides for credit card and E-check payment, processing, business licensing, delinquency information and SmartFax without the need to reach a staff service representative; additionally, the system allows the customer to access current business license information, file a complaint, request a renewal notice or business license renewals faxed to businesses and the system prompts are offered in English or Spanish; and

WHEREAS, the annual renewal fee for support, maintenance and produce licenses for the IVR system module for the Business License Division will cost \$5,160.00; and

WHEREAS, the renewal of the maintenance service agreement will assure the continued proper functioning of the IVR system.

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

SECTION 1. That the City Manager is authorized to renew the maintenance service agreement with Selectron Technologies, Inc. for the maintenance of the Interactive Voice Response Solution system for the Business License Division of the Municipal Law Enforcement Services Department for Fiscal Year 2012-2013 (i.e. July 1, 2012 through June 30, 2013).

SECTION 2. That a purchase order shall be issued in the amount of in the amount Five Thousand One Hundred and Sixty (\$5,160.00) Dollars for the annual support and maintenance and license fees for the IVR system.

SECTION 3. That funds are available in Account No. 1001-670-000-4262.

SECTION 4. That a certified copy of this resolution shall be filed in the office of the City Manager, City Clerk, City Controllers, City Attorney and the Municipal Law Enforcement Services Department.

SECTION 5. That the Mayor shall sign and the city Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _____, 2012.

MAYOR OF THE CIT OF COMPTON

Resolution No. _____
Page 2

ATTEST:

CITY CLERK OF THE CITYOF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2012.

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

AYES:	COUNCIL MEMBER (S) -
NOES:	COUNCIL MEMBER (S) -
ABSENT:	COUNCIL MEMBER (S) -
ABSTAIN:	COUNCIL MEMBER (S) -

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Law Enforcement

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO SELECTRON TECHNOGIES FOR ANNUAL MAINTENANCE OF THE INTERACTIVE VOICE RESPONSE SOLUTION (IVR) FOR THE BUSINESS LICENSE DIVISION OF THE MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT

Carl Houston
DEPARTMENT MANAGER’S SIGNATURE

11/5/2012 4:16:01 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

11/8/2012 4:51:29 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

11/8/2012 5:04:22 PM
DATE

G. Harold Duffey
CITY MANAGER

11/8/2012 4:33:09 PM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

November 13, 2012

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: HAROLD C. WILLIAMS, P.E., INTERIM PUBLIC WORKS DIRECTOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE COUNTY OF LOS ANGELES TO PROVIDE PUBLIC WORKS RELATED SERVICES

SUMMARY

The Public Works Department is requesting that the City Manager be authorized to issue a purchase order in the amount of \$50,000.00 to the County of Los Angeles to provide public works related services on an “as-needed” basis during Fiscal Year 2012-2013.

BACKGROUND

On March 27, 2012, the City Council, pursuant to Resolution No 23,511, authorized the City Manager to renew the General Services Agreement (GSA) with the County of Los Angeles for five years (July 1, 2012- June 30, 2017). The GSA provides authority for the County of Los Angeles to provide services requested by the City of Compton.

The Public Works Department would like to continue to utilize the services of the County of Los Angeles on an as-needed basis to provide services to the City for routine maintenance and repair of traffic signals, traffic stripping, highway safety lights, catch basin clean outs, perform structural maintenance, and other public works related activities throughout the City of Compton.

STATEMENT OF THE ISSUE

The Public Works Department would like to continue to utilize the services of the County of Los Angeles on an as-needed basis. There is currently a total outstanding balance of \$11,264.14. This includes prior year 2011-2012 invoicing in the amount of \$7,604.14. Due to the expenditure exceeding the \$5,000 threshold, authorization from City Council is required.

FISCAL IMPACT

The funds are available in the Public Works Department’s 2012-13 Budget in Account No. 2502-710-000-4249 (Other Professional Services) in an amount not to exceed \$50,000 (Fifty Thousand Dollars).

#2.

**Los Angeles County Public Works
Staff Report
November 13, 2012
Page Two**

ALTERNATIVE

The alternative would result in the City's inability to utilize the services of County of Los Angeles to assist the department in providing city services.

RECOMMENDATION

Staff recommends the adoption of the attached resolution.

**HAROLD C. WILLIAMS, P.E.
INTERIM PUBLIC WORKS DIRECTOR/CITY ENGINEER**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

GHD/HCW/RC

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO
THE COUNTY OF LOS ANGELES TO PROVIDE PUBLIC WORKS RELATED
SERVICES

WHEREAS, the City of Compton entered into a General Service Agreement with the County of Los Angeles from July 1, 2012 through June 30, 2017; and

WHEREAS, the City of Compton utilizes the services of the County of Los Angeles on an as-needed basis to augment public works services; and

WHEREAS, the Public Works Department would like to continue utilizing the services of the County of Los Angeles on an as-needed basis; and

WHEREAS, in order to authorize the City Manager to issue a purchase order to Los Angeles County for \$50,000, City Council authorization in necessary; and

WHEREAS, this request includes the authorization to pay prior year 2011-2012 invoices in an amount of \$7,604.14; and

WHEREAS, the funds are available in the Public Works Department’s 2012-13 Budget in Account No. 2502-710-000-4249 (Other Professional Services) in an amount not to exceed \$50,000 (Fifty Thousand Dollars); and

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

SECTION 1. That the City Manager is hereby authorized to issue a purchase order to the County of Los Angeles in the amount of \$50,000 (Fifty Thousand Dollars), which shall be inclusive of the outstanding and unpaid \$7,604.14 from Fiscal Year 2011-2012.

SECTION 2. That funds are available in the Public Works Department’s 2012-13 Budget in Account No. 2502-710-000-4249 (Other Professional Services).

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

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

ADOPTED this ____ day of _____, 2012.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. _____
PAGE TWO

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2012.

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
OFFICE OF THE CITY ATTORNEY



RUTH A. RUGLEY
Chief Deputy City Attorney

ANITA O. AVILES
Deputy City Attorney

MERLE O. GREENE, III
Deputy City Attorney

JOSE PAZ
Deputy City Attorney

CRAIG J. CORNWELL
City Attorney

April 24, 2012

Debbie Snell
Intergovernmental and External Affairs
Chief Executive Office
723 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Re: Renewal of General Services Agreement

Dear Ms. Snell:

Enclosed herewith are 4 executed copies of the above-referenced agreement between the County of Los Angeles and the City of Compton. Attached to each contract copy is Resolution No. 23,511, adopted by the Compton City Council on March 27, 2012, authorizing the City Manager to renew the General Services Agreement for a five (5) year term, commencing July 1, 2012 through June 30, 2017.

Please return two (2) original, signed copies to the attention of the undersigned for our files. Your assistance in the handling of this matter has been most appreciated.

Sincerely,

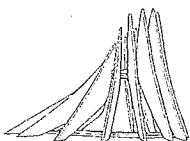
CRAIG J. CORNWELL
City Attorney

By

RUTH A. RUGLEY

Chief Deputy City Attorney

Enclosures



COMPTON CITY HALL

205 South Willowbrook Ave. Compton, California 90220
Telephone (310) 605-5500 or facsimile (310) 763-0895

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, June 1, 2012, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Compton, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County officer and employee engaged in performing any such service or function shall be deemed to be an officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within

thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This Agreement shall become effective on July 1, 2012 and shall run for a period ending June 30, 2017, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2017, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2017, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such Agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

RESOLUTION NO. 23,511

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
 AUTHORIZING THE CITY MANAGER TO RENEW THE GENERAL
 SERVICES AGREEMENT (GSA) WITH THE COUNTY OF LOS ANGELES
 FOR FISCAL YEARS 2012-2017

WHEREAS, for many years the City of Compton has contracted, pursuant to a General Services Agreement ("GSA"), with the County of Los Angeles to provide various miscellaneous and emergency services; such as direct assessment collections, mental health services, traffic engineering services and a variety of public works services, as requested by the City from the County of Los Angeles on an "as needed" basis; and

WHEREAS, General Services Agreements have been executed with most cities and a number of public entities within the County; and

WHEREAS, the General Services Agreement is general in nature and provides authority for the County to provide services requested by the City, and specifies the method by which the City requests and pays for service from the County; and

WHEREAS, the current General Services Agreement between the City and County will expire on June 30, 2012, and the City finds that renewing the GSA is beneficial to the City.

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

Section 1. That the City Manager is authorized to renew the General Services Agreement between the County of Los Angeles and the City of Compton.

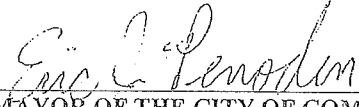
Section 2. That the term of the General Services Agreement with the County of Los Angeles shall be for five (5) years, commencing on fiscal year 2012-2013 (July 1, 2012) through the end of fiscal year 2016-2017 (June 30, 2017).

Section 3. That any costs for services provided by the County of Los Angeles shall be appropriated on an "as needed" utilization basis.

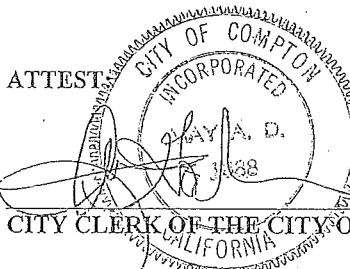
Section 4. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, City Controller and the Public Works Department.

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

ADOPTED this 27th day of March, 2012.


 MAYOR OF THE CITY OF COMPTON

ATTEST



CITY CLERK OF THE CITY OF COMPTON

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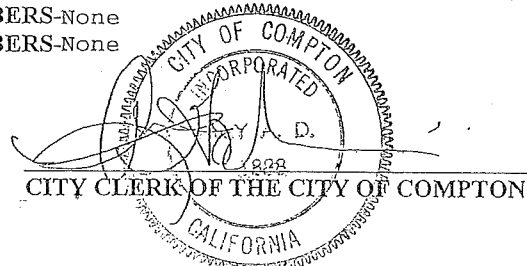
RESOLUTION NO. 23,511
PAGE TWO

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested to by the City Clerk at a regular meeting thereof held on the 27th day of March, 2012.

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

AYES: COUNCIL MEMBERS-Zurita, Dobson, Arceneaux, Jones, Perrudin
NOES: COUNCIL MEMBERS-None
ABSENT: COUNCIL MEMBERS-None
ABSTAIN: COUNCIL MEMBERS-None



GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, June 1, 2012, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Compton, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

#2.

3. No County officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

10. Each County officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within

thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This Agreement shall become effective on July 1, 2012 and shall run for a period ending June 30, 2017, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2017, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2017, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such Agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this 6th day of June 2012.

APPROVED AS TO FORM:

The City of Compton

CRAIG J. CORNWELL
City Attorney

By

[Signature] (4/9/12)
Deputy

By

[Signature] 4/7/12
City Manager

ATTEST:

City Clerk

By

[Signature] 4-17-12
ALITA GODWIN
City Clerk

THE COUNTY OF LOS ANGELES

By

[Signature]
Chairman, Board of Supervisors

77785

ATTEST:

SACHI A. HAMAI
Executive Officer/Clerk
of the Board of Supervisors

By

[Signature]
Deputy



JUN 25 2012

I hereby certify that pursuant to
Section 25163 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

[Signature]
Deputy

JUN 25 2012

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By

[Signature]
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

17

JUN 06 2012

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

RESOLUTION NO. 23,511

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO RENEW THE GENERAL
SERVICES AGREEMENT (GSA) WITH THE COUNTY OF LOS ANGELES
FOR FISCAL YEARS 2012-2017

WHEREAS, for many years the City of Compton has contracted, pursuant to a General Services Agreement ("GSA"), with the County of Los Angeles to provide various miscellaneous and emergency services; such as direct assessment collections, mental health services, traffic engineering services and a variety of public works services, as requested by the City from the County of Los Angeles on an "as needed" basis; and

WHEREAS, General Services Agreements have been executed with most cities and a number of public entities within the County; and

WHEREAS, the General Services Agreement is general in nature and provides authority for the County to provide services requested by the City, and specifies the method by which the City requests and pays for service from the County; and

WHEREAS, the current General Services Agreement between the City and County will expire on June 30, 2012, and the City finds that renewing the GSA is beneficial to the City.

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

Section 1. That the City Manager is authorized to renew the General Services Agreement between the County of Los Angeles and the City of Compton.

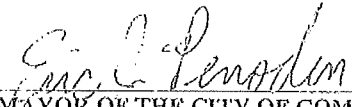
Section 2. That the term of the General Services Agreement with the County of Los Angeles shall be for five (5) years, commencing on fiscal year 2012-2013 (July 1, 2012) through the end of fiscal year 2016-2017 (June 30, 2017).

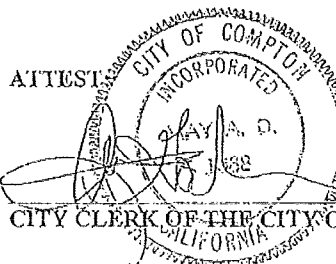
Section 3. That any costs for services provided by the County of Los Angeles shall be appropriated on an "as needed" utilization basis.

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

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

ADOPTED this 27th day of March, 2012.


MAYOR OF THE CITY OF COMPTON

ATTEST: 
CITY CLERK OF THE CITY OF COMPTON

1
2 RESOLUTION NO. 23,511

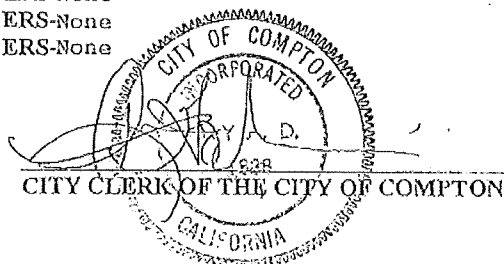
3 PAGE TWO
4

5 STATE OF CALIFORNIA
6 COUNTY OF LOS ANGELES
7 CITY OF COMPTON

8 I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing
9 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 27th day of March, 2012.

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

11 AYES: COUNCIL MEMBERS-Zurita, Dobson, Arceneaux, Jones, Perrodin
12 NOES: COUNCIL MEMBERS-None
13 ABSENT: COUNCIL MEMBERS-None
14 ABSTAIN: COUNCIL MEMBERS-None



RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE COUNTY OF LOS ANGELES TO PROVIDE PUBLIC WORKS RELATED SERVICES

Harold C. Williams
DEPARTMENT MANAGER’S SIGNATURE

10/18/2012 9:31:22 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

11/6/2012 11:52:59 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

11/7/2012 5:40:46 PM
DATE

G. Harold Duffey
CITY MANAGER

11/1/2012 2:42:11 PM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

November 13, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT
THE BID OF FERGUSON WATERWORKS FOR THE
FURNISHING AND DELIVERY OF STORE SUPPLIES**

SUMMARY

Staff went out to bid for the Supply, Furnishing and Delivery of Store Supplies for the Municipal Water Yard. The bid opening was held on August 16, 2012 and Ferguson Waterworks, was the lowest bidder.

BACKGROUND

It is necessary for the Water Department to have supplies for the repair and maintenance of the Water Distribution System. The department replenishes supplies on a regular basis to have them readily available for emergencies and routine activities. The following items are necessary materials needed for the daily operations and needed in the inventory:

Gate Valves MJ
Fire Hydrants
Fire Hydrants Burries
Gate Valve
Gate Tubes
Hollow Bolts & Nuts
D. S Bronze Serv Saddles
Curb Stops
Curb Stops Kvc3 MSX compression
Coupling J
PC Coupling for Copper
PC Coupling for Galv
Galv Coupling
Meter Couplings
Meter Gaskets
Type K Copper Tube
Copper Type K
Brass 90 Bends
Galv 90 Bends
Galv Nipples
Flex Bolt Coupling – Romac

ACCEPTING THE BID OF FERGUSON WATERWORKS

PAGE TWO

November 13, 2012

Full Circle Clamps Super Range
180 Super Range Curb stops ball cock
180 curb stop ball cock
180 Ball Cocks
Cement 100 lbs Bags
Brass Brushing
Plain Flat Steel Washers
Solid Bolts & Nuts
Ductile Iron Pipe
Transition DIXAC Gaskets
Full Circle Single Band
Transition DIXAC Gasket

STATEMENT OF THE ISSUE

The Water Department solicited bids for the Furnishing and Delivery of Store Supplies for Fiscal Year 2012-2013. The bids were received on Thursday, August 16, 2012.

Bids were received from the following vendors:

<u>VENDORS</u>	<u>LOCATION</u>	<u>AMOUNT</u>
HD Supply Waterworks	Valencia, CA	\$106,195.87
Brandon Supply	Santa Fe Springs, CA	\$160,629.50
Badger Meter	Milwaukee, WI	No Bid
S & J Supply	Santa Fe Springs, CA	\$104,655.55
Ferguson Waterworks	Santa Ana, CA	\$ 97,131.23

Staff reviewed all bids submitted and determined that the bid of Ferguson Waterworks is the lowest responsible bidder.

ALTERNATIVE

None.

FINANCIAL IMPACT

Funds have been allocated in the Water Department's Fiscal Year 2012-13 Budget in Account Number 5000-880-000-4235.

RECOMMENDATION

Staff recommends that the resolution of Ferguson Waterworks be adopted.

HAROLD C. WILLIAMS, P.E.
WATER/PUBLIC WORKS DEPARTMENT

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF
FERGUSON WATERWORKS FOR THE FURNISHING AND DELIVERY OF
STORE SUPPLIES FOR THE 2012-13 FISCAL YEAR

WHEREAS, the Water Department solicited for bids for the Furnishing and Delivery of Store Supplies for 2012-2013 Fiscal Year; and

WHEREAS, the bid notice was advertised in the local paper as well as mailed to vendors; bids were opened on Thursday, August 16, 2012, and the results were as follows:

<u>VENDORS</u>	<u>LOCATION</u>	<u>AMOUNT</u>
HD Supply Waterworks	Valencia, CA	\$106,195.87
Brandon Supply	Santa Fe Springs, CA	\$160,629.50
Badger Meter	Milwaukee, WI	No Bid
S & J Supply	Santa Fe Springs, CA	\$104,655.55
Ferguson Waterworks	Santa Ana, CA	\$ 97,131.23

WHEREAS, the bid of Ferguson Waterworks was the lowest most responsible bidder and it is staff’s recommendation to accept their bid; and

WHEREAS, funds have been allocated in the Water Department’s Fiscal Year 2012-2013 Budget in account 5000-880-000-4235.

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

SECTION 1. That the bid of Ferguson Waterworks in the amount of \$97,131.23 (Ninety-Seven Thousand, One Hundred and Thirty-One Dollars and Twenty-Three Cents) for the furnishing and delivery of store supplies is hereby accepted.

SECTION 2. That funds for these services are available in the Water Department’s Fiscal Year 20012–2013 budget in Account Number 5000-880-000-4235.

SECTION 3. That the Mayor and Council hereby authorize the City Manager to issue a purchase order in the amount of \$97,131.23 (Ninety-Seven Thousand, One Hundred and Thirty-One Dollars and Twenty-Three Cents).

SECTION 4. That a certified copy of this resolution shall be filed in the office of the City Manager, City Controller, and Municipal Water Department.

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

ADOPTED this _____ day of _____, 2012.

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. _____
PAGE TWO

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____ 2012.

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 SIGN-OFF FORM

DEPARTMENT: Water Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF FERGUSON WATERWORKS FOR THE FURNISHING AND DELIVERY OF STORE SUPPLIES

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

November 13, 2012

TO: MAYOR AND COUNCIL MEMBERS

**FROM: HAROLD WILLIAMS, P.E. WATER/PUBLIC WORKS
INTERIM DIRECTOR**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF COMPTON AUTHORIZING THE CITY MANAGER TO
ACCEPT THE BID OF ARMORCAST PRODUCTS FOR
THE FURNISHING AND DELIVERY OF RPM POLYMER
CONSTRUCTION METER BOXES AND COVERS**

SUMMARY

This resolution authorizes the City Manager to accept the bid of Armorcast Products for Furnishing and delivery of RPM Polymer Construction Meter Boxes and Covers.

BACKGROUND

It is necessary for the Water Department to have supplies for the repair and maintenance of the water distribution system. The department replenishes supplies on a regular basis to have them readily available for routine and emergency activities. The Department is in the process of replacing the old cement meter boxes and covers. Also, there's is a need for a supply of new boxes and covers for new construction.

The Water Department solicited bids for the furnishing and delivery of RPM Polymer Construction Meter Boxes and Covers for Fiscal Year 2012-2013. Sealed bids were received on August 16, 2012, and bids were received from the following vendors:

<u>VENDOR</u>	<u>LOCATION</u>	<u>AMOUNT</u>
Armorcast Products	North Hollywood, CA	\$55,176.48
Badger Meter	Milwaukee, WI	No bid
HD Supply Company	Valencia, Ca	\$59,195.50
Brandon Supply Company	Santa Fe Springs, Ca	\$61,528.00

Staff reviewed all bids submitted and determined that the bid of Armorcast Products is the lowest most responsible bidder.

#4.

Accepting Bid of Armorcast Products
November 13, 2012
Page Two

ALTERNATIVE

None, without a finding that the above-recommended contractor's bid is not the lowest and/or responsible bid for this project.

FINANCIAL IMPACT

The cost for RPM Polymer Construction Meter Boxes and Covers is of \$55,176.48 (Fifty-Five Thousand One Hundred and Seventy Six Dollars and Forty Eight Cents). Funds have been allocated in the Water Department's Fiscal Year 2012-2013 Budget in Account Number 5000-880-000-4235 to be paid in increments as billed by invoice.

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution authorizing the City Manager to accept the bid of Armorcast Products and issue a purchase order.

HAROLD C. WILLIAMS, P.E.
WATER/PUBLIC WORKS INTERIM DIRECTOR

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF
ARMORCAST PRODUCTS FOR THE FURNISHING AND DELIVERY OF
RPM POLYMER CONSTRUCTION METER BOXES AND COVERS

WHEREAS, the Water Department advertised for bids for the Furnishing and Delivery of RMP Polymer Construction Meter Boxes and Covers for Fiscal Year 2012-2013; and

WHEREAS, the bids were opened on August 16, 2012, and the results were as follows:

<u>VENDOR</u>	<u>LOCATION</u>	<u>AMOUNT</u>
Armorcast Products	North Hollywood, CA	\$55,176.48
Badger Meter	Milwaukee, WI	No bid
HD Supply Company	Valencia, Ca	\$59,195.50
Brandon Supply Company	Santa Fe Springs, Ca	\$61,528.00

WHEREAS, staff reviewed the bids submitted and determined that the bid of Armorcast Products is the lowest most responsible bidder; and

WHEREAS, funds have been allocated in the Water Department’s Fiscal Year 2012-2013 Budget for these purchases; and

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

SECTION 1. That the bid of Armorcast Products in the amount of \$55,176.48 (Fifty-Five Thousand One Hundred and Seventy Six Dollars and Forty Eight Cents) for the furnishing and delivery of RPM Polymer Construction Meter Boxes and Covers is hereby accepted.

SECTION 2. That funds for these purchases are available in the Water Department’s Fiscal Year 2012-2013 budget in Account Number 5000-880-000-4235.

SECTION 3. That the City Manager is hereby authorized to issue a purchase order in the amount of \$55,176.48 (Fifty Five Thousand One Hundred Seventy Six Dollars and Forty-Eight Cents).

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

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

ADOPTED this _____ day of _____, 2012.

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. _____
PAGE TWO

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____ 2012.

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 SIGN-OFF FORM

DEPARTMENT: Water Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF ARMORCAST PRODUCTS FOR THE FURNISHING AND DELIVERY OF RPM POLYMER CONSTRUCTION METER BOXES AND COVERS

Harold C. Williams
DEPARTMENT MANAGER’S SIGNATURE

10/29/2012 8:33:32 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

11/6/2012 11:55:31 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

11/7/2012 5:35:44 PM
DATE

G. Harold Duffey
CITY MANAGER

11/6/2012 7:03:08 AM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

November 13, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF HD SUPPLY METER SERVICE FOR THE FURNISHING AND DELIVERY OF LEAD FREE MULTI-JET WATER METERS

SUMMARY

This resolution authorizes the City Manager to accept the bid of HD Supply Waterworks, Inc., for the furnishing and delivery of Lead Free Multi-Jet Water Meters.

BACKGROUND

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

The department advertised for bids for the furnishing and delivery of Lead Free Multi-Jet Water Meters. The bid proposal asked for the following items:

100 – 5/8" meters
10 – 1 ½" meters
50 – 1" meters
10 - 2" meters
5 - 3" meters
5 – 4" meters

The following vendors submitted bids:

<u>VENDORS</u>	<u>LOCATION</u>	<u>AMOUNT</u>
HD Supply Waterworks	Valencia, CA	\$ 51,417.70
Westerly Meter Service Company	Compton, CA	\$ 52,145.63
Brandon Supply, Inc	Santa Fe Springs, CA	\$ 79,620.00

Staff reviewed the bids submitted and determined that the bid of HD Supply Waterworks is the lowest responsible bidder.

FINANCIAL IMPACT

Funds are budgeted in the 2012-13 budget in account 5000-880-4235 (Store Supplies).

#5.

**Water Meters
November 13, 2012
Page 2**

ALTERNATIVE

None.

RECOMMENDATION

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

**HAROLD C. WILLIAMS, P.E.
INTERIM WATER/PUBLIC WORKS DIRECTOR**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF HD
SUPPLY WATERWORKS FOR THE FURNISHING AND DELIVERY OF
LEAD FREE MULTI-JET WATER METERS

WHEREAS, the Water Department advertised for bids for the Furnishing and Delivery of Lead Free Multi-Jet Water Meters for Fiscal Year 2012-2013; and

WHEREAS, it is the responsibility of the Municipal Water Department to supply water meters to the customers; and

WHEREAS, water meter records the consumption of water and there is a need to have a supply of water meters to for new construction as well as for the replacement of old or broken meters; and

WHEREAS, bids were received on Wednesday, August 16, 2012 as follows:

<u>VENDORS</u>	<u>LOCATION</u>	<u>AMOUNT</u>
HD Supply Waterworks	Valencia, CA	\$ 51,417.70
Westerly Meter Service Company	Compton, CA	\$ 52,145.63
Brandon Supply, Inc	Santa Fe Springs, CA	\$ 79,620.00

WHEREAS, staff reviewed the bids submitted by the vendors and determined that the bid of HD Supply Waterworks is the lowest responsible bidder; and

WHEREAS, funds are available in the Water Department’s Fiscal Year 2012-2013 Budget for these purchases.

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

SECTION 1. That the bid of HD Supply Water Works in the amount of Fifty One Thousand Four Hundred Seventeen Dollars and Seventy Cents (\$51,417.70) for the furnishing and delivery of Lead Free Multi-Jet Water Meters is hereby accepted.

SECTION 2. That funds for these purchases are available in the Water Department’s Fiscal Year 2012-2013 budget in Account Number 5000-880-000-4235.

SECTION 3. That the City Manager is hereby authorized to issue a purchase order in the amount of Fifty One Thousand Four Hundred Seventeen Dollars and Seventy Cents (\$51,417.70).

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

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

ADOPTED this _____ day of _____, 2012.

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. _____
PAGE TWO

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____ 2012.

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 SIGN-OFF FORM

DEPARTMENT: Water Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF HD SUPPLY WATERWORKS FOR THE FURNISHING AND DELIVERY OF LEAD FREE MULTI-JET WATER METERS

Harold C. Williams
DEPARTMENT MANAGER’S SIGNATURE

10/29/2012 6:15:42 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

11/6/2012 11:56:07 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

11/7/2012 5:38:16 PM
DATE

G. Harold Duffey
CITY MANAGER

11/6/2012 7:04:16 AM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

November 13, 2012

TO: MAYOR AND COUNCIL MEMBERS

**FROM: HAROLD C. WILLIAMS, P.E., INTERIM PUBLIC
WORKS/WATER DEPARTMENT DIRECTOR**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON ACCEPTING THE BID OF FERGUSON
WATERWORK FOR THE FURNISHING AND DELIVERY OF
FIRE HYDRANTS AND GATE VALVES AND TRANSFERRING
FUNDS BETWEEN ACCOUNTS**

SUMMARY

This resolution authorizes the City Manager to issues a purchase order to Ferguson Waterworks for the furnishing and delivery of Fire Hydrants and Gate Valves.

BACKGROUND

The Water Department is responsible for stocking replacement hydrants and gate valves for routine and emergency work throughout the City.

On August 16, 2012 the Municipal Water Department received sealed bids for the Furnishing and Delivery of Fire Hydrants and Gate Valves. The bids received were as follows:

<u>VENDOR</u>	<u>LOCATION</u>	<u>AMOUNT</u>
Ferguson Waterworks	Santa Ana, CA	\$ 91,533.95
Brandon Supply	Santa Fe Springs, CA	\$119,658.00
HD Supply Waterworks	Valencia, CA	\$344,990.22
Badger	Milwaukee, WI	No bid
S & J Supply	Santa Fe Springs, CA	\$ 97,738.85

The Water Department determined that Ferguson Water Works was the lowest most responsible bidder for the fiscal year 2012-2013 for the furnishing and delivery of Fire Hydrants and Gate Valves.

**RESOLUTION STAFF REPORT
FIRE HYDRANTS AND GATE VALVES
NOVEMBER 13, 2012
PAGE 2**

FINANCIAL IMPACT

The Municipal Water Department was able to renegotiate the Metropolitan Water District's contract with the Water Department and therefore, has funds available to transfer for this purchase as follows:

FROM:

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
5000-850-000-4252	MWD – Water Purchase	\$91,533.95

TO:

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
5000-880-000-4235	Store Supplies	\$91,533.95

RECOMMENDATION

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

**HAROLD C. WILLIAMS, P.E.
INTERIM DIRECTOR OF WATER/PUBLIC WORKS**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF
FERGUSON WATERWORKS FOR THE FURNISHING AND DELIVERY OF
FIRE HYDRANTS AND GATE VALVES AND TRANSFERRING FUNDS
BETWEEN ACCOUNTS

WHEREAS, the Water Department is responsible for stocking, installing and replacing fire hydrants and gate valves on a routine as well as emergency basis throughout the City; and

WHEREAS, the Water Department advertised for bids for the furnishing and delivery of fire hydrants and gate valves; and

WHEREAS, sealed bids were received on August 16, 2012 and staff reviewed all bids submitted and the results were as follows:

<u>VENDOR</u>	<u>LOCATION</u>	<u>AMOUNT</u>
Ferguson Waterworks	Santa Ana, CA	\$ 91,533.95
Brandon Supply	Santa Fe Springs, CA	\$119,658.00
HD Supply Waterworks	Valencia, CA	\$344,990.22
Badger	Milwaukee, WI	No bid
S & J Supply	Santa Fe Springs, CA	\$ 97,738.85

WHEREAS, funds have been identified in the 2012/13 fiscal year budget and should be transferred as follows:

FROM:

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
5000-850-000-4252	MWD – Water Purchase	\$91,533.95

TO:

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
5000-880-000-4235	Store Supplies	\$91,533.95

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

SECTION 1. That the City Manager is authorized to accept the bid of Ferguson in the amount of (\$91,533.95), Ninety-one Thousand, Five Hundred, Thirty-Three Dollars and Ninety-Five Cents for the furnishing and delivery of Fire Hydrants and Gate Value is hereby accepted.

SECTION 2. That funds will be transferred as follows:

FROM:

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
5000-850-000-4252	MWD – Water Purchase	\$91,533.95

TO:

<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
5000-880-000-4235	Store Supplies	\$91,533.95

SECTION 3. That the City Manager is hereby authorized to issue a purchase order to Ferguson Waterworks in the amount of Ninety-one Thousand, Five Hundred, Thirty-Three Dollars and Ninety-Five Cents (\$91,533.95).

RESOLUTION NO. _____
PAGE TWO

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

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

ADOPTED this _____ day of _____, 2012.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

**STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON**

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested to by the City Clerk at a regular meeting thereof on the _____ day of _____, 2012.

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 SIGN-OFF FORM

DEPARTMENT: Water Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF FERGUSON WATERWORKS FOR THE FURNISING AND DELIVERY OF FIRE HYDRANTS AND GATE VALVES AND TRANSFERRING FUNDS BETWEEN ACCOUNTS

Harold C. Williams
DEPARTMENT MANAGER’S SIGNATURE

10/29/2012 4:13:25 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

11/6/2012 11:55:51 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

11/7/2012 5:37:00 PM
DATE

G. Harold Duffey
CITY MANAGER

11/6/2012 7:04:00 AM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

November 13, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: G. HAROLD DUFFEY, CITY MANAGER

SUBJECT: A REQUEST TO RESCHEDULED THE PUBLIC HEARING TO RECEIVE
COMMENTS ON THE PROPOSED SUBSTANTIAL AMENDMENT TO
REPROGRAM HUD FUNDS (**January 22, 2013 at 5:50 p.m.**)

The City of Compton, as a direct entitlement community to the U.S. Department of Housing and Urban Development (HUD), is required to hold public hearings to receive input from residents on proposed changes in funding allocations for CDBG, HOME, and ESG projects and activities from current and/or prior years Action Plans. Therefore, in order to notify the public about the proposed Substantial Amendment, a public hearing is requested for **Tuesday, January 22, 2013 at 5:50pm**. This is being re-scheduled from the previously approved **Tuesday, November 13, 2012 at 5:50pm**, due to additional projects and funding availability.

G. HAROLD DUFFEY
CITY MANAGER

NOVEMBER 13, 2012

TO: MAYOR AND COUNCIL MEMBERS
FROM: CITY MANAGER
**SUBJECT: RESOLUTION AUTHORIZING THE ESTABLISHMENT OF A
PURCHASE ORDER WITH GCR TIRE CENTERS FOR TIRE
REPAIR AND REPLACEMENT**

SUMMARY

This resolution authorizes the City Manager to establish a purchase order not to exceed the amount of \$30,000.00 dollars to GCR Tire Centers for the purchase, repair and installment of tires for the Fire Department's Emergency Vehicles.

BACKGROUND

Three bids were collected from three tire vendors. GCR Tire Center, Tire Distribution Systems, INC. (TDS), and Tire Dealers Warehouse (TDW) provided responsive and responsible bids. GCR provided the most competitive pricing, because they provide installation and balancing along with their tire products. Tires Dealers Warehouse is located in the City of Compton, although, they do not provide any additional services other than the tire product. TDS provides tires along with installation, yet the pricing for their tires exceeds the pricing of TDW's tires. Additionally, TDW provides re-cap tires which produce generally 25% more life than new tires.

Tire repair and replacement of the Fire Departments' emergency vehicles are essential to the safe and efficient operations of the Fire Department. The Department performs routine tire inspections on all apparatus daily to ensure that there are no defects in the wheels or tires. Furthermore, all vehicles are required to meet the Department of Transportation and California Highway Patrol regulatory statutes with regards to emergency vehicles.

STATEMENT OF THE ISSUE

Due to our Department's high volume of emergency responses we have observed an increase in the wear on the tread of our emergency vehicles. Subsequently, we are requesting funds for the projected tire repair and replacement that will be needed in the immediate future.

#9.

Staff believes it is to the best interest of the City of Compton Fire Department to use GCR because this company has competitive pricing and provides total customer satisfaction in terms of rapid product replacement as well as on-sight employee instructional training. In addition, the company provides 24 hour road side emergency repair for our heavy-duty Fire Apparatus.

City Council approval is needed because the expenditure is in excess of \$5000.00

ALTERNATIVE

The alternative would be for the Fire Department to use other vendors that do not provide a one stop shop. This would be more time consuming and cause fire department administration to take fire apparatus out of service for longer periods of time, to shuttle the apparatus to various vendors. This would not be a responsible decision in terms of effective and efficient management of the City's resources.

FISCAL IMPACT

Total estimated cost of future tire replacement and repair are THIRTY THOUSAND DOLLARS (\$30,000.00). Funds have been allocated to account 10016900004229 of the 20012/13 Fiscal Year Budget.

RECOMMENDATION

It is recommended that Council approve the attached resolution.

JON THOMPSON
FIRE CHIEF

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE
ORDER TO GCR TIRE CENTERS FOR VEHICLE TIRE REPAIR AND
REPLACEMENT**

WHEREAS, the Fire Department has a continuous need for tire repair and replacement on its emergency vehicles; and

WHEREAS, GCR has met this need for the Fire Department for the past several years; and

WHEREAS, GCR has agreed to continue providing fair market pricing for tire repair and replacement; and

WHEREAS, quotes from Tires Distribution Systems (TDS), Inc., Tires Dealers Warehouse (TDW) and GCR were collected; and

WHEREAS, even though Tires Dealers Warehouse is located in the City of Compton, they only provide tires and no installation or repair of vehicle tires; and

WHEREAS, TDS provides both the tire product and installation, their prices supersedes the pricing that GCR provides; and

WHEREAS, there is no other vendor in the City of Compton that provides tires and/or installation for heavy duty vehicles; and

WHEREAS, the funds have been allocated in the Fire Department 2012-2013 fiscal year budget for these purchases.

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

SECTION 1. That the City Manager is hereby authorized to issue a purchase order to GCR for an amount not to exceed THIRTY THOUSAND DOLLARS AND NO CENTS (\$30,000.00) to provide tire repair and replacement for Fire Department emergency vehicles.

SECTION 2. That the funds are to be taken from Account No. 1001-69-0000-4229.

SECTION 3. That a copy of this resolution shall be forwarded to the offices of the City Manager, City Controller and 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 _____ 2012.

MAYOR OF THE CITY OF COMPTON

Resolution No. _____
Page 2

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2012.

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

AYES: COUNCIL MEMBER-
NOES: COUNCIL MEMBER-
ABSENT: COUNCIL MEMBER-
ABSTAIN: COUNCIL MEMBER-

CITY CLERK OF THE CITY OF COMPTON

Bid Request for Compton Fire Department Truck Tires

The Compton Fire Department is requesting that you provide a quote for the cost of several different tire sizes to be used on our emergency vehicles. We are also requesting cost of mount/dismount as well. The sizes are as follows:

11R22.5/16 146/143

385/65R22. 5/18

12R22. 5/16

Quotes are to be forwarded to Battalion Chief Adams at:

201 South Acacia Ave.

Compton, Ca. 90220

310-605-6272

aadams@areaefire.org

#9.

GCR TIRE CENTERS

GCR PARAMOUNT CB26TTC
7801 E. ROSECRANS
PARAMOUNT, CA 90723
(562) 531-3038

REMIT TO: Dept. 530 • Denver, CO 80291-0530

INVOICE DATE	CUST. NO.	ORDER NO.	PAGE	INVOICE NO.
06/27/12	553257	29918	1	

Tax Id: COMPTON CA 90220-3102 US

SOLD TO
COMPTON FIRE DEPARTMENT
201 SOUTH ACACIA
ACCOUNTS PAYABLE
COMPTON, CA 90220-3102

SHIP TO
COMPTON FIRE DEPARTMENT
201 SOUTH ACACIA
ACCOUNTS PAYABLE
COMPTON, CA 90220-3102

PURCHASE ORDER NO.	SALES PERSON	PHONE	SHIP VIA	Quote			
	1265	310-605-5670	DELIVER				
ITEM NO.	DESCRIPTION	QTY. ORDERED	QTY. SHIPPED	F.E.T.	PRICE	NET EXTENSION	
	*HANKOOK GOV. " CA. NET STATE "						
253000790	HK 11R22.5/16 AH11	1	1	0.00	307.11	307.11	
253000792	HK 12R22.5 AH11 MED. DISTANCE A/P	1	1	0.00	363.85	363.85	
253001315	HK 385/65R22.5/18 AH15 WB BASE RIB	1	1	0.00	487.11	487.11	
	*FIRESTONE GOV. " CA. NET STATE "						
156558	FS 11R22.5/16 FS560 PLUS STEER	1	1	0.00	346.04	346.04	
156523	FS 12R22.5/16 FS560 PLUS STEER	1	1	0.00	418.09	418.09	
294586	FS 385/65R22.5/18 T839 WB AP	1	1	0.00	518.71	518.71	
	*BRIDGESTONE GOV. " CA. NET STATE "						
206973	BS 11R22.5/16 R250ED REG AP	1	1	0.00	423.99	423.99	
292850	BS 12R22.5/16 R250F REG AP	1	1	0.00	502.46	502.46	
287938	BS 385/65R22.5/18 M844F DT WB	1	1	0.00	576.78	576.78	
	*BANDAG RECAPS REAR ONLY						
388BDVS	BD 11R22.5 BDV STOCK	1	1	0.00	167.33	167.33	
389BDVC	BD 12R22.5 BDV	1	1	0.00	173.18	173.18	
--- CONTINUED ON PAGE 2 ---							

Customer authorizes company to perform the above written services to their vehicle.
SEE INFORMATION STATEMENT OF REVERSE SIDE REGARDING CONSUMER CREDIT CONTRACT AND SECURITY AGREEMENT

X _____
PRINT NAME / AUTHORIZED SIGNATURE

NOTE: In order to save all FINANCE CHARGES, the customer must pay, in full, the entire unpaid balance by the 10th of the following month. FINANCE CHARGES are computed on amounts 30 days or more past due at the PERIODIC RATE of 1.5% PER MONTH (MINIMUM CHARGE OF \$1.00) which is an ANNUAL PERCENTAGE RATE OF 18%. The above credit terms have been set out in accord with the Truth-in-Lending requirements of the Federal Government and are for the customer's benefit and protection.

PAY FROM THIS INVOICE

FILE

PO# _____
Date Delivered: _____
Fleet Authorization # _____
Credit Release # _____
Phone: _____
Customer/Fleet Acct # _____
Customer/Fleet Loc # _____

Disposition of Take Off Tires:
____Ret'd w/Driver ____Ret'd w/ Dealer
____Ret'd to Customer ____Ret'd for Warranty

Tire Replacement Reason _____

Vehicle Information:
Hubometer _____
Make _____ Odometer _____
Model _____ Color _____
Vehicle # _____ Lic#/State _____
Trailer # _____ Chassis # _____
Tire/Wheel Pos: _____
Container # _____

For ERS Information Only:
ERS Work Order # _____
DOT On Tires _____
DOT Off Tires _____

Driver Roll Time _____

Serial/VIN# _____

☐ Your wheel components have been inspected and it has been determined your wheel components require immediate attention.

☐ A wheel assembly has been installed. Industry guidelines require that the torque level of the wheel nuts be rechecked between 50 and 100 miles of operation and retorqued as necessary. Failure to do so may result in loss of this assembly. I acknowledge receipt of wheel assembly info.

(Signature) _____

(Name Printed) _____

GCR TIRE CENTERS

GCR PARAMOUNT C826TTC
 7801 E. ROSECRANS
 PARAMOUNT, CA 90723
 (562) 531-3038

REMIT TO: Dept. 530 • Denver, CO 80291-0530

INVOICE DATE	CUST. NO.	ORDER NO.	PAGE	INVOICE NO.
06/27/12	553257	29918	2	

Tax Id: COMPTON CA 90220-3102 US

SOLD TO
 COMPTON FIRE DEPARTMENT
 201 SOUTH ACACIA
 ACCOUNTS PAYABLE
 COMPTON, CA 90220-3102

SHIP TO
 COMPTON FIRE DEPARTMENT
 201 SOUTH ACACIA
 ACCOUNTS PAYABLE
 COMPTON, CA 90220-3102

PURCHASE ORDER NO.	SALES PERSON	PHONE	SHIP VIA	Quote
	1265	310-605-5670	DELIVER	

ITEM NO.	DESCRIPTION	QTY. ORDERED	QTY. SHIPPED	F.E.T.	PRICE	NET EXTENSION
MDTKIN	SV TRK MOUNT + DISMOUNT - INSIDE	1	1		22.00	22.00
TD	SCRAP DISPOSAL CHARGE	1	1		10.00	10.00
CATIREFEE	CALIFORNIA TIRE FEE	9	9		1.75	15.75

CHK'D BY: _____ DELV'D BY: _____

Total Weight: 905.900 NOT PAY. THIS IS A QUOTE

SubTot Parts: 4310.40
 SubTot Labor: 22.00
 Sales Tax: 372.00

Inv Total : 4704.40

NOTE: In order to save all FINANCE CHARGES, the customer must pay, in full, the entire unpaid balance by the 10th of the following month. FINANCE CHARGES are computed on amounts 30 days or more past due at the PERIODIC RATE of 1.5% PER MONTH (MINIMUM CHARGE OF \$1.00) which is an ANNUAL PERCENTAGE RATE OF 18%. The above credit terms have been set out in accord with the Truth-in-Lending requirements of the Federal Government and are for the customer's benefit and protection.

PRINT NAME / AUTHORIZED SIGNATURE

FILE

PAY FROM THIS INVOICE

PO# _____
 Date Delivered: _____
 Fleet Authorization # _____
 Credit Release # _____
 Phone: _____
 Customer/Fleet Acct # _____
 Customer/Fleet Loc # _____

Disposition of Take Off Tires:
 ___ Ret'd w/Driver ___ Ret'd w/ Dealer
 ___ Ret'd to Customer ___ Ret'd for Warranty

Tire Replacement Reason _____

Vehicle Information:

Make _____ Hubometer _____
 Model _____ Odometer _____
 Vehicle # _____ Color _____
 Trailer # _____ Lic#/State _____
 Chassis # _____
 Tire/Wheel Pos: _____
 Container # _____

For ERS Information Only:
 ERS Work Order # _____
 DOT On Tires _____
 DOT Off Tires _____
 Driver Roll Time _____
 Serial/VIN# _____

☐ Your wheel components have been inspected and it has been determined your wheel components require immediate attention.

☐ A wheel assembly has been installed. Industry guidelines require that the torque level of the wheel nuts be rechecked between 50 and 100 miles of operation and retorqued as necessary. Failure to do so may result in loss of this assembly. I acknowledge receipt of wheel assembly info.

(Signature)

(Name Printed)

#9.



THE HERCULES TIRE & RUBBER COMPANY
DBA TIRE DEALERS WAREHOUSE CO
1714 ANDERSON AVENUE
COMPTON, CA 90220-5006
310-631-8200 Fax 310-605-0693

Quotation

QUOTE DATE	QUOTE NUMBER
08/30/12	S7957998
ORDER TO: THE HERCULES TIRE & RUBBER COM DBA TIRE DEALERS WAREHOUSE CO 1714 ANDERSON AVENUE COMPTON, CA 90220-5006	PAGE NO. 1

QUOTE TO:

FRIENDS OF HERCULES
16380 US ROUTE 224 EAST
SUITE 200
FINDLAY, OH 45840-7744

SHIP TO:

FRIENDS OF HERCULES
1714 S ANDERSON AVE
COMPTON, CA 90220-5006

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
98785			House Account	
WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT
Armando Guzm	CPU	COD/CERTIFIED CHECK/C	08/30/12	No
ORDER QTY	DESCRIPTION	UNIT PRICE	F.E.T.	NET AMOUNT
1ea	1133991259 315/80R22.5/22 DBLCOIN RR99 HD ON/OFF HWY MXD SVC	406.940	61.43	468.37
1ea	59970 11R22.5/16 146/143L HERCULES H-703 OPEN SHLDR DRV	292.870	29.39	322.26
1ea	555280 12R22.5/16 TOYO M-605Z DEEP DRIVE	628.350	36.76	665.11
1ea	13443 LT245/75R16/10 120/116Q ROWL NEXEN ROADIAN HT	122.280	0.00	122.28
1ea	75629AO 385/65R22.5/20 160J HERCULES L-102 HWY A/P	367.000	30.33	397.33
	TAXES NOT INCLUDED			
THIS IS A QUOTATION APPLICABLE TAXES EXTRA !			Subtotal	1975.35
			S&H CHGS	0.00
			Amount Due	1975.35

THE HERCULES TIRE & RUBBER COMPANY
DBA TIRE DEALERS WAREHOUSE CO
1714 ANDERSON AVENUE
COMPTON, CA 90220-5006
310-631-8200 Fax 310-605-0693

Acknowledgement #9.

ORDER DATE	ORDER NUMBER
08/30/12	S7957998
ORDER TO: THE HERCULES TIRE & RUBBER CO DBA TIRE DEALERS WAREHOUSE CO 1714 ANDERSON AVENUE	PAGE NO. 1

BILL TO:

FRIENDS OF HERCULES
 16380 US ROUTE 224 EAST
 SUITE 200
 FINDLAY, OH 45840-7744

SHIP TO:

FRIENDS OF HERCULES
 1714 S ANDERSON AVE
 COMPTON, CA 90220-5006

SHIP DATE	PURCHASE ORDER NUMBER	JOB#/DESCRIPTION	SALESPERSON	
10/03/12			House Account	
ORDER DATE	SHIP VIA	TERMS	WRITER	
08/30/12	CPU	COD/CERTIFIED CHECK/CASH	Armando Guzman	
ORDERED	SHIPPED*	DESCRIPTION	UNIT PRICE	F.E.T.
1	1	1133991259 315/80R22.5/22 DBLCOIN RR99 HD ON/OFF HWY MXD SVC	406.94	61.430
1	1	59970 11R22.5/16 146/143L HERCULES H-703 OPEN SHLDR DRV	292.87	29.390
1	1	555280 12R22.5/16 TOYO M-605Z DEEP DRIVE	628.35	36.760
1	1	13443 LT245/75R16/10 120/116Q RO NEXEN ROADIAN HT	122.28	0.000
1	1	75629AO 385/65R22.5/20 160J HERCULES L-102 HWY A/P *****TIRE DEALERS WAREHOUSE DOES NOT INSTALL OR DO REPAIRS*****	367.00	30.330
			TOT F.E.T.	157.91

* Quantities shipped are subject to availability on date of shipment. For further confirmation, please contact your Customer Service representative.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Fire Department

RESOLUTION TITLE: RESOLUTION AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER WITH GCR TIRE CENTERS FOR TIRE REPAIR AND REPLACEMENT OF FIRE DEPARTMENT VEHICLES

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

November 13, 2012

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 AMEND THE FISCAL YEAR 2012-2013 BUDGET TO ALLOCATE THE REMAINING BALANCE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE FIRE DEPARTMENT WHICH WERE PREVIOUSLY APPROVED IN THE 2011-12 FISCAL YEAR BUDGET.

SUMMARY

This resolution authorizes the City Manager to amend the Fiscal Year 2012-2013 Budget to allocate the remaining balance of Community Development Block Grant (CDBG) funds in the amount of \$40,661.84 for the Fire Department.

BACKGROUND

On March 27, 2012, the City Council approved Resolution No. 23,510, adopting the Substantial Amendment to amend the City's 2009-2010, 2010-2011 and 2011-2012 Annual Action Plan under the Consolidated Plan to reallocate unused (CDBG) funds for public service and non public service activities.

STATEMENT OF THE ISSUE

The Fire Department was allocated \$276,000.00 of unused (CDBG) funds as a result of the substantial amendment. During Fiscal Year 2011-2012, the Fire Department expended a total of \$235,338.16 for the purchase of (2) new ambulances for the Fire Department. Therefore, the remaining balance of \$40,661.84 must be carried over and allocated into the Fiscal Year 2012-2013 Budget for the purchase of licenses and communication equipment for the ambulances.

FISCAL IMPACT

The proposed budget amendment has no impact on the General Fund. The Fiscal Year 2012-2013 Revenue shall be increased and funds allocated in account as follows:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
2800-000-000-3583	HUD Revenue	\$40,661.84

#10.

2800-69Y-142-4333

Automotive Equipment

\$40,661.84

RECOMMENDATION

Staff recommends the adoption of the attached resolution.

JON THOMPSON
FIRE CHIEF

APPROVED TO FORWARD:

G. HAROLD DUFFY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO AMEND THE FISCAL YEAR
2012-2013 BUDGET TO ALLOCATE THE REMAINING BALANCE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE FIRE
DEPARTMENT WHICH WERE PREVIOUSLY APPROVED IN THE 2011-
12 FISCAL YEAR BUDGET

WHEREAS, on March 27, 2012, the City Council approved Resolution No. 23,510, adopting the Substantial Amendment to amend the City’s 2009-2010, 2010-2011 and 2011-2012 Annual Action Plan under the Consolidated Plan to reallocate unused Community Development Block Grant (CDBG) funds for public service and non public service activities; and

WHEREAS, the Fire Department was allocated \$276,000.00 of unused (CDBG) funds as a result of the substantial amendment; and

WHEREAS, during Fiscal Year 2011-2012, the Fire Department expended a total of \$235,338.16 for the purchase of (2) new ambulances; and

WHEREAS, the remaining balance of (CDBG) funds in the amount of \$40,661.84 must be carried over and allocated into the Fiscal Year 2012-2013 Budget for the purchase of licenses and communication equipment for the ambulances.

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

Section 1. That the City Council shall authorize the City Manager to increase the Fiscal Year 2012-2013 Budget in the amount of \$40,661.84.

Section 2. That the Fiscal Year 2012-2013 Annual Budget shall be amended.

Section 3. That revenue shall be increased and funds allocated in account as follows:

<u>ACCOUNT NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
2800-000-000-3583	HUD Revenue	\$40,661.84
2800-69Y-142-4333	Automotive Equipment	\$40,661.84

Section 4. That a certified copy of this resolution shall be filed in the offices of the City Clerk, City Manager, City Controller, and 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 _____, 2012.

RESOLUTION NO. _____
PAGE TWO

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON:

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the regular meeting thereof held on the _____ day of _____, 2012.

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

11/8/2012 4:34:10 PMG. Harold Duffey11/7/2012 11:01:52 AMJon Thompson11/6/2012 6:56:22 AMG. Harold Duffey11/5/2012 12:22:36 PMJon Thompson

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Fire Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE FISCAL YEAR 2012-2013 BUDGET TO ALLOCATE THE REMAINING BALANCE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR THE FIRE DEPARTMENT WHICH WERE PREVIOUSLY APPROVED IN THE 2011-12 FISCAL YEAR BUDGET.

Jon Thompson
DEPARTMENT MANAGER’S SIGNATURE

10/31/2012 9:15:21 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

11/8/2012 4:52:03 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

11/8/2012 5:05:23 PM
DATE

G. Harold Duffey
CITY MANAGER

11/1/2012 6:57:09 AM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

November 13, 2012

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: JON THOMPSON, FIRE CHIEF

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING A PURCHASE ORDER TO MOTOROLA FOR THE
PURCHASE OF RADIOS FOR (2) NEW EMERGENCY AMBULANCES**

SUMMARY

This resolution authorizes the City Manager to issue a purchase order to Motorola for the purchase of Radios for (2) new Emergency Ambulances purchased by the Compton Fire Department.

BACKGROUND

On May 15, 2012, the City Council approved Resolution No. 23,538, authorizing the Fire Department to purchase (2) new Emergency Ambulances with the use of Community Development Block Grant Funds.

STATEMENT OF THE ISSUE

The Fire Department must purchase four (4) radios for communication purposes to be placed in the new ambulances. These radios will allow the fire department's medical personnel to have interoperability with most local, state and federal entities if and when the need arise. The requested radios match those currently in service and would provide the best fit. We are receiving Los Angeles County contract pricing which saves us a considerable amount of money. This radio purchase will also allow for interoperability throughout the state and region for these vehicles.

FISCAL IMPACT

The cost for this purchase is not to exceed \$16,059.76, and funds are allocated in the 2012-2013 Fiscal Year Budget from Account Number 2800-69Y-142-4333.

RECOMMENDATION

Staff recommends the adoption of the attached resolution.

**JON THOMPSON
FIRE CHIEF**

**APPROVED TO FORWARDING:
G. HAROLD DUFFY
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING A PURCHASE ORDER TO MOTOROLA
FOR THE PURCHASE OF RADIOS FOR (2) NEW EMERGENCY
AMBULANCES**

WHEREAS, on May 15, 2012, the City Council approved Resolution No. 23,538, authorizing the Fire Department to purchase (2) new Emergency Ambulances with the use of Community Development Block Grant Funds; and

WHEREAS, the Fire Department must purchase radios for communication purposes for the new ambulances; and

WHEREAS, funds for the purchase is allocated in the Fire Department's 2012-2013 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 issue a purchase order to Motorola in an amount not to exceed \$16,059.76.

Section 2. That the funds shall come from Account Number 2800-69Y-142-4333.

Section 3. That a certified copy of this resolution shall be filed in the offices of the City Clerk, City Manager, City Controller, and 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 _____ 2012.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. _____
PAGE 2

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2012.

That this 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

11/8/2012 4:35:58 PMG. Harold Duffey11/8/2012 8:22:10 AMJon Thompson11/6/2012 7:11:01 AMG. Harold Duffey11/6/2012 7:10:04 AMG. Harold Duffey11/6/2012 6:47:52 AMG. Harold Duffey11/1/2012 3:54:03 PMJon Thompson

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Fire Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER TO MOTOROLA FOR THE PURCHASE OF RADIOS FOR (2) NEW EMERGENCY AMBULANCES

Jon Thompson
DEPARTMENT MANAGER’S SIGNATURE

10/31/2012 9:44:52 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

11/8/2012 4:52:50 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

11/8/2012 5:06:16 PM
DATE

G. Harold Duffey
CITY MANAGER

11/1/2012 6:59:58 AM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

November 6, 2012

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: JON THOMPSON, FIRE CHIEF

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING A PURCHASE ORDER TO EMERGENCY VEHICLE GROUP
INC. FOR THE PURCHASE OF TAX AND LICENSE FOR (2) NEW
EMERGENCY AMBULANCES**

SUMMARY

This resolution authorizes the City Manager to issue a purchase order to Emergency Vehicle Group Inc. (EVG) for tax and license for (2) new Emergency Ambulances purchased by the Compton Fire Department.

BACKGROUND

On May 15, 2012, the City Council approved Resolution No. 23,538, authorizing the Fire Department to purchase (2) new Emergency Ambulances with the use of Community Development Block Grant Funds. The original purchase order requested was only for the actual cost of the vehicles and did not include the balance which is due for tax and license.

STATEMENT OF THE ISSUE

The Fire Department must pay the tax and license in order to register and operate the new ambulances.

FISCAL IMPACT

The cost for this purchase is not to exceed \$20,659.59, and funds are allocated in the 2012-2013 Fiscal Year Budget from Account Number 2800-69Y-142-4333.

RECOMMENDATION

Staff recommends the adoption of the attached resolution.

**JON THOMPSON
FIRE CHIEF**

**G. HAROLD DUFFY
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING A PURCHASE ORDER TO EMERGENCY VEHICLE GROUP
INC. (EVG) FOR THE PURCHASE OF TAX AND LICENSE FOR (2) NEW
EMERGENCY AMBULANCES**

WHEREAS, on May 15, 2012, the City Council approved Resolution No. 23,538 authorizing the Fire Department to purchase (2) new Emergency Ambulances with the use of Community Development Block Grant Funds; and

WHEREAS, the Fire Department must purchase tax and license in order to operate the new ambulances; and

WHEREAS, funds for the purchase is allocated in the Fire Department's 2012-2013 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 issue a purchase order to Emergency Vehicle Group Inc. (EVG) in an amount not to exceed \$20,659.59.

Section 2. That the funds shall come from Account Number 2800-69Y-142-4333.

Section 3. That a certified copy of this resolution shall be filed in the offices of the City Clerk, City Manager, City Controller, and 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 _____, 2012.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. _____
PAGE 2

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON:

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the regular meeting thereof held on the _____ day of _____, 2012.

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

11/8/2012 5:05:05 PMStephen Ajobiewe11/8/2012 4:51:47 PMRuth Rugley11/8/2012 4:33:25 PMG. Harold Duffey11/7/2012 12:59:08 PMG. Harold Duffey11/6/2012 12:03:12 PMG. Harold Duffey11/6/2012 12:02:32 PMG. Harold Duffey11/6/2012 11:55:12 AMRuth Rugley11/6/2012 6:54:08 AMG. Harold Duffey

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Fire Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER TO EMERGENCY VEHICLE GROUP INC. FOR THE PURCHASE OF TAX AND LICENSE FOR (2) NEW EMERGENCY AMBULANCES

Jon Thompson
DEPARTMENT MANAGER’S SIGNATURE

10/31/2012 9:45:05 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

11/1/2012 11:44:37 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

11/1/2012 7:12:34 PM
DATE

G. Harold Duffey
CITY MANAGER

11/1/2012 7:01:38 AM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

November 13, 2012

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: JON THOMPSON, FIRE CHIEF

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING A PURCHASE ORDER TO QUALA-TEL FOR THE
PURCHASE OF ON-BOARD COMMUNICATIONS FOR (2) NEW
EMERGENCY AMBULANCES**

SUMMARY

This resolution authorizes the City Manager to issue a purchase order to Quala-Tel for the purchase of On-Board Communications for (2) new Emergency Ambulances purchased by the Compton Fire Department.

BACKGROUND

On May 15, 2012, the City Council approved Resolution No. 23,538, authorizing the Fire Department to purchase (2) new Emergency Ambulances with the use of Community Development Block Grant Funds. Each ambulance needs to be equipped with onboard communications in addition to external communications capabilities.

STATEMENT OF THE ISSUE

The Fire Department must purchase on-board communication capabilities to support the communications equipment inside the new ambulances. This equipment provides headsets that serve as both hearing protection and onboard communications. This purchase will provide the fire department paramedics and EMTs with the ability to communicate with one another in a virtually noise free environment. It also provides the ability to treat a patient and communicate in a hands free manner.

FISCAL IMPACT

The cost for this purchase is not to exceed \$8,475.44. Funds are allocated in the 2012-2013 Fiscal Year Budget from Account Number 2800-69Y-142-4333 for the amount of \$3,944.65, and 1001-690-000-4250 for the amount of \$4,530.79.

RECOMMENDATION

Staff recommends the adoption of the attached resolution.

**JON THOMPSON
FIRE CHIEF**

**APPROVED TO FORWARDING:
G. HAROLD DUFFY
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING A PURCHASE ORDER TO QUALA-TEL
FOR THE PURCHASE OF ON-BOARD COMMUNICATIONS FOR (2)
NEW EMERGENCY AMBULANCES**

WHEREAS, on May 15, 2012, the City Council approved Resolution No. 23,538, authorizing the Fire Department to purchase (2) new Emergency Ambulances with the use of Community Development Block Grant Funds; and

WHEREAS, the Fire Department must purchase on-board communication support for the new ambulances; and

WHEREAS, funds for the purchase is allocated in the Fire Department's 2012-2013 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 issue a purchase order to Quala-Tel in an amount not to exceed \$8,475.44.

Section 2. That the funds shall come from accounts as follows:

<u>Account Number</u>	<u>Amount</u>
2800-69Y-142-4333	\$3,944.65
1001-690-000-4250	\$4,530.79

Section 3. That a certified copy of this resolution shall be filed in the offices of the City Clerk, City Manager, City Controller, and 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 _____ 2012.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION NO. _____
PAGE 2

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON:

I, Alita Godwin City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2012.

That this 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

11/8/2012 4:35:34 PMG. Harold Duffey11/8/2012 8:21:26 AMJon Thompson11/7/2012 12:58:58 PMG. Harold Duffey11/6/2012 12:02:42 PMG. Harold Duffey11/6/2012 9:31:43 AMJon Thompson11/6/2012 6:57:46 AMG. Harold Duffey11/5/2012 12:23:43 PMJon Thompson

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Fire Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER TO QUALA-TEL FOR THE PURCHASE OF ON-BOARD COMMUNICATIONS FOR (2) NEW EMERGENCY AMBULANCES

Jon Thompson
DEPARTMENT MANAGER’S SIGNATURE

10/31/2012 9:45:39 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

11/8/2012 4:52:37 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

11/8/2012 5:06:05 PM
DATE

G. Harold Duffey
CITY MANAGER

11/1/2012 7:03:00 AM
DATE

Use when:

Public Works: When contracting for Engineering Services.

City Attorney: When contracting for legal services; contracts that require City Attorney’s review.

Controller/Budget Officer: Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.

Asst. City Manager/OAS: All personnel actions.

November 6, 2012

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE RENEWAL OF THE AGREEMENT WITH DONALD H. MAYNOR, A PROFESSIONAL CORPORATION, TO PROVIDE LEGAL SERVICES REGARDING UTILITY USERS' TAX/FRANCHISE COMPLIANCE AND REVENUE PROTECTION SERVICES.

SUMMARY

This Resolution will authorize the City Manager to renew, for a period of five (5) years, the current professional services agreement with Attorney Donald H. Maynor to assist the City, Office of the City Attorney and MuniServices, LLC, a consultant of the City, with legal issues that arise in the Utility Users' Tax and Franchise audit and compliance activities.

BACKGROUND

In October 2008, the City entered into a five (5) year agreement with MuniServices, LLC (formerly MBIA MuniServices Company), to provide auditing, geocoding and consulting for Utility Users Tax/Franchise Compliance and Revenue enhancement services. Concurrently, pursuant to Resolution No. 22,928, the City also entered into a *companion* five (5) year agreement with Attorney Donald H. Maynor, to consult and advise the City Attorney and MuniServices, LLC, in connection with legal issues that arise in audit and compliance activities.

Attorney Maynor's services have included expert advice on matters requiring legal analysis or interpretation of ordinances, utility franchises, laws and IRS letter rulings; recommendations on revisions to the City's UUT ordinance, administrative rulings, changes in laws or regulations; workshops and seminars to City staff on industry regulations, new technologies, and compliance with new utility regulations.

STATEMENT OF ISSUE

Due to the complexity and constantly evolving judicial decisions and legal consequences regarding legal, tax preservation and protective services concerning the Utility Users' Tax and Franchise compliance and other revenue program protection services, there is a need for the specialized legal expertise of outside counsel to assist the City, Office of the City Attorney and MuniServices, LLC, in connection with legal issues that arise in audit and compliance activities.

The contract renewal with Attorney Maynor will correspond with the term of the contract renewal with MuniServices, LLC; i.e. five years, beginning October 1, 2012 and ending September 30, 2017, unless otherwise terminated according to the terms of the agreement.

FISCAL IMPACT

Currently, and with renewal of the agreement, the City pays Attorney Maynor an annual fix fee equivalent to the greater of: 1) one-eighth (0.125%) of the total UUT revenues received by the City (excluding UUT revenues derived from sewer, water, trash or CATV) for the prior year; or 2) five thousand dollars (\$5,000), the "Minimum Fee." The Minimum Fee is increased at a rate of two percent (2%) each year over the term of the agreement.

The estimated fiscal impact of this proposed action is a net gain to the General Fund commensurate with the amount of new revenues received by the City less the quarterly fixed total fee of one-eighth percent (0.125%) of the UUT revenues received by the City based on the prior fiscal year or \$5,000.00.

RECOMMENDATION

Staff recommends that Council approve the attached Resolution.

G. HAROLD DUFFEY
CITY MANAGER

GHD:CJC:RAR:rar

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE RENEWAL OF THE AGREEMENT WITH DONALD H.
MAYNOR, A PROFESSIONAL CORPORATION, TO PROVIDE LEGAL
SERVICES REGARDING UTILITY USERS' TAX/FRANCHISE COMPLIANCE
AND REVENUE PROTECTION SERVICES.**

WHEREAS, the City of Compton receives revenue from the Utility Users' Taxes from telephone, gas, electric, and cellular phone users; and

WHEREAS, due to reporting errors and omissions, Utility Users' Tax and Franchise compliance revenue receipts do not always reflect that full amount that is due to the City; and

WHEREAS, pursuant to Resolution No. 22,761, in October 2008, the City entered into a five (5) year agreement with MuniServices, LLC (formerly MBIA MuniServices Company), to provide auditing, geocoding and consulting for Utility Users' Tax and Franchise Compliance and Revenue Protection services; and

WHEREAS, concurrently, pursuant to Resolution No. 22,928, the City also entered into a *companion* five (5) year agreement with Attorney Donald H. Maynor, to consult and advise the City Attorney and MuniServices, LLC, in connection with legal issues that arise in audit and compliance activities; and

WHEREAS, the agreements with MuniServices, LLC and Attorney Maynor has resulted in the recovery of over a million dollars in recovered funds; and

WHEREAS, Section 702 of the Compton City Charter authorizes the City Council to employ outside attorneys to assist the City and the Office of the City Attorney in the handling of the legal business of the City; and

WHEREAS, over the years the City of Compton has retained the services of various outside law firms to assist the City and the Office of the City Attorney with specific cases and in specialized areas of the law; and

WHEREAS, there is a need for the legal expertise of outside counsel to assist the City and the City's consultant, MuniServices, LLC, in connection with legal issues that arise in audit and compliance activities.

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

Section 1. That the City Manager, upon the approval of the City Attorney, is authorized to renew the agreement with Donald H. Maynor, a Professional Corporation, to ensure availability to perform Revenue Protection Services to the City and assist the City, Office of the City Attorney and City's consultant, MuniServices, LLC in connection with legal issues that arise in the audit and compliance activities performed on behalf of the City by MuniServices, LLC (as more fully described in the MuniServices, LLC Agreement).

Section 2. That the term of the renewed agreement shall be from October 1, 2012 through September 30, 2017.

Section 3. That pursuant to the *companion* agreement between the City and MuniServices, LLC, the City shall pay a quarterly fixed fee to Attorney Donald Maynor, a Professional Corporation, the greater of: 1) one-eighth of one percent (0.125%) of the total UUT revenues received by the City (excluding UUT revenues derived from sewer, water, trash or CATV) or Five thousand Dollars (\$5,000.00), the “Minimum Fee.” The Minimum Fee shall be increased at a rate of two percent (2%) each year over the term of the agreement.

Section 4. That the fixed fee amount will be paid from Account No. _____.

Section 5. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Controller, and City Attorney.

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

ADOPTED this ____ day of _____, 2012.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2012.

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

LEGAL SERVICES AGREEMENT

1. IDENTIFICATION OF PARTIES. This agreement, executed in duplicate with each party receiving an executed original, is made between Donald H. Maynor, A Professional Corporation, hereafter referred to as "LAW FIRM", with a business address of 235 Catalpa Drive, Atherton, CA 94027, and the City of Compton with an address of 205 S. Willowbrook Avenue, Compton, CA 90220, hereafter referred to as "CITY".

This agreement is required by Business and Professions Code Section 6148 and is intended to fulfill the requirements of that section.

2. LEGAL SERVICES TO BE PROVIDED. The legal services (and other related services requiring legal expertise) to be provided by LAW FIRM to CITY are as follows: This agreement is intended primarily to ensure the availability of LAW FIRM to perform "Revenue Protection Services" to the CITY (as described in Article 2.2 of Attachment One), and to assist CITY and CITY's consultant (MuniServices) in connection with legal issues that arise in the audit and compliance activities performed by MuniServices, all of which are described in the CITY's agreement with MuniServices entitled "Agreement Between City of Compton and MuniServices, LLC for Professional Services," dated _____, and as amended on _____ and hereafter referred to as the "MuniServices Agreement", a copy of which is attached hereto as Attachment One.

3. LEGAL SERVICES SPECIFICALLY EXCLUDED. Legal services that are not to be provided by LAW FIRM under this agreement specifically include, but are not limited to, the following: Consultations beyond those legal, tax preservation and protective services described in Paragraph 2 of this agreement (and as more specifically described in Article 2.2 of the MuniServices Agreement), and any activity related to litigation. If CITY wishes that LAW FIRM provide any legal services not to be provided under this agreement, a separate written agreement between LAW FIRM and CITY will be required.

4. RESPONSIBILITIES OF LAW FIRM AND CITY. LAW FIRM will perform the legal, tax preservation and protective services called for under this agreement and respond promptly to CITY's inquiries and communications. CITY will be truthful and cooperative with LAW FIRM and timely make any payments required by this agreement.

5. ATTORNEY CLIENT RELATIONSHIP WITH CITY ONLY. It is acknowledged that LAW FIRM will work cooperatively with CITY's consultant, MuniServices, in the providing of services set forth in the MuniServices Agreement, to the benefit of CITY. It is also understood that CITY, not MuniServices, is the client of LAW FIRM, and that LAW FIRM provides no legal services directly to MuniServices that would establish an attorney/client relationship between LAW FIRM and MuniServices.

6. ATTORNEY'S FEES. Subject to Article 5.A.1 of the MuniServices Agreement, the City's total annual fixed fee to MuniServices and LAW FIRM for participating in the Program shall be the greater of: i) one-eighth of one percent (0.125%) of the total UUT revenues received by the City (excluding UUT revenues derived from CATV and municipal water) based on the prior fiscal year, or ii) five thousand dollars (\$5,000) ("Minimum Fee"). In no case shall the City's annual fixed fee exceed ninety-five thousand dollars (\$95,000) ("Maximum Fee"). The Minimum Fee and Maximum Fee shall be increased at the rate of two percent (2%) each year.

At any time, LAW FIRM and MuniServices may, by mutual agreement, adjust their proportional share of said total annual fixed fee, provided that such parties shall receive prior written approval of such adjustment from CITY.

Said annual fixed fee shall be paid in four equal quarterly payments with due dates of: March 31, June 30, September 30, and December 31. The first quarterly payment shall be due on the next quarterly due date following the effective date of this agreement.

In the event that any legal services from LAW FIRM are required in connection with a CITY-specific audit, the cost of such services to the CITY shall be paid by MuniServices, and MuniServices shall disclose to the CITY the financial arrangement between MuniServices and LAW FIRM regarding the payment of such costs and how it effects the fees paid by the CITY.

7. TERMINATION. Either LAW FIRM or CITY may terminate this agreement by providing thirty (30) days prior written notice to the addresses in Paragraph 1 of this agreement. If the CITY terminates this agreement at any time within twelve (12) months following the effective date of this agreement, and LAW FIRM has prepared and delivered an ordinance update to the CITY's satisfaction (whether or not the CITY adopts the recommended update), the CITY shall nevertheless pay LAW FIRM four (4) quarterly payments from the commencement of the agreement, in accordance with Paragraph 6, to compensate LAW FIRM for services rendered.

8. DISCLAIMER OF GUARANTEE. Nothing in this agreement and nothing in LAW FIRM's statements to CITY will be construed as a promise or guarantee about the outcome of CITY's matter. Attorney makes no such promises or guarantees. LAW FIRM's comments about the outcome of any matter are expressions of opinion only. Notwithstanding the above, LAW FIRM agrees to perform in a competent and lawyer-like manner.

9. INSURANCE. LAW FIRM shall maintain a policy of professional liability insurance, protecting it against claims arising out of negligent acts, errors, or omissions of LAW FIRM pursuant to this agreement, in an amount of not less than \$1,000,000. LAW FIRM agrees to maintain such insurance at LAW FIRM'S expense in full force and effect in a company or companies satisfactory to the City. All coverage shall remain in effect until termination of this agreement.

Each party is signing this agreement on the date below that party's signature.

City of Compton

Donald H. Maynor,
A Professional Law Corporation

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Agreement between City of Compton
and
Donald H. Maynor, A professional Corporation
Renew Agreement for Legal Services Regarding UUT/Franchise
Compliance and Revenue Protection Services
[Additional Signature Page- City of Compton]

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

By _____
Alita Godwin, City Clerk

Dated: _____

11/8/2012 4:32:33 PMG. Harold Duffey11/8/2012 11:03:48 AMRuth Rugley11/6/2012 7:10:30 AMG. Harold Duffey11/6/2012 7:09:54 AMG. Harold Duffey11/6/2012 6:47:27 AMG. Harold Duffey11/1/2012 2:43:18 PMG. Harold Duffey

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE RENEWAL OF THE AGREEMENT WITH DONALD H. MAYNOR, A PROFESSIONAL CORPORATION, TO PROVIDE LEGAL SERVICES REGARDING UTILITY USERS' TAX/FRANCHISE COMPLIANCE AND REVENUE PROTECTION SERVICES.

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

11/1/2012 11:42:17 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

11/8/2012 4:51:12 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

11/8/2012 5:04:04 PM
DATE

G. Harold Duffey
CITY MANAGER

11/1/2012 2:39:10 PM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

November 13, 2012

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: HAROLD C. WILLIAMS, P.E., INTERIM PUBLIC WORKS DIRECTOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO PROFESSIONAL SERVICE AGREEMENTS AND ISSUE PURCHASE ORDERS TO WILLDAN ENGINEERING, QUANTUM CONSULTING, INC. AND JEFF THIERRY, T.E., FOR PLAN REVIEW AND TRAFFIC ENGINEERING SERVICES

SUMMARY

This resolution will authorize the City Manager to enter into professional service agreements and issue purchase orders to Willdan Engineering, Quantum Consulting, Inc. and Jeff Thierry, T.E., for plan review and traffic engineering services rendered to the Public Works Department. Willdan Engineering and Quantum Quality Consulting, Inc. provide plan review services and Jeff Thierry, T.E., Traffic Engineer, will provide traffic control plan review and other traffic related matters for fiscal year 2012-2013.

BACKGROUND

The Public Works Department reviews development projects for impacts to the public right-of-way, drainage issues, storm water quality impacts, sewer system impacts, and erosion control. The number of projects submitted for review exceeds the staff capacity of the Department. Staff is recommending this action in order to keep up with the demand for development projects throughout the City. Taking the recommended action will minimize the review process, turnaround time, improve service to the public, and increase the amount of revenue to the General Fund.

Willdan Engineering, Quantum and Jeff Thierry, T.E., have extensive public works plan review and traffic engineering experience, is familiar with the City and its design requirements, and is the most responsive qualified consultants for plan review and traffic engineering services. See attached proposals.

Service Explanation

Willdan Engineering

- Technical plan check for engineering documents and plans
- Map review

#15.

Plan Review Services Staff Report

Page 2

- Conformance with Federal, State and local regulations particularly the California Subdivision Map Act and general compliance City Standards, Ordinances and Regulations

Quantum Quality Consulting, Inc.

- Review Preliminary Parcel Maps and Preliminary Tract Maps
- Review hydrology studies, Standard Urban Storm Water Mitigation Plans, Storm Water Mitigation Plans, Storm Water Pollution Prevention Plans, etc.
- Review grading and drainage plans, erosion control plans, and other development related construction plans, studies and reports for conformance with applicable regulations, standards, requirements and recommendations
- Review public construction plans

Jeff Thierry, T.E., Traffic Engineer

- Traffic Advisory Services. Attend Public Safety and Traffic Commission Meetings as needed/requested
- Function as City Traffic Engineer at Public Safety and Traffic Commission Meeting as needed/requested
- Work closely with City Liaison (Public Works Director) on traffic related issues
- Assist with administering Traffic Signal Warrant Studies in determining the need to install traffic signal systems where needed
- Conduct Speed Studies (Engineering and Traffic Surveys) to determine speed limits on roadways

STATEMENT OF THE ISSUE

The benefit of utilizing multiple plan review services is to provide the City with options based on need, volume, project and timelines/turnarounds. Having options will allow the department to utilize the specific service provided by each plan check service. These consultants will act as an extension of current staff.

The Public Works Department's need for plan review and traffic engineering services is vital. Staff therefore recommends that agreements and purchase orders be issued to Willdan Engineering, Quantum and Jeff Thierry, T.E., to continue to provide these services from the execution date of the contract through June 30, 2013.

FISCAL IMPACT

The cost for these services is Ninety Two Thousand Dollars (\$92,000). Funds are available in Account Number 2502-71-0000-4262 (Other Professional Services). Due to a shortage of funding available in the 2011-12 Fiscal Year budget, the requested amount of \$92,000 includes prior year (2011-12) expenditures to Willdan Engineering in the amount of \$11,387.61. Willdan was the only engineering consultant that had prior year unpaid expenditures.

Funds to be expended by each consultant:

Willdan Engineering	\$ 76,000
Quantum Consulting, Inc.	\$ 10,000
Jeff Thierry	\$ 14,000

ALTERNATIVES

The City could choose not to utilize the services of these consultants and jeopardize the review of vital projects that come to the City of Compton for review services. Plan check review fees are a source of revenue for the City's General Fund.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution.

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

HAROLD C. WILLIAMS, P.E.
INTERIM PUBLIC WORKS DIRECTOR

HD:HCW:RC

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO PROFESSIONAL
SERVICE AGREEMENTS AND ISSUE PURCHASE ORDERS TO WILLDAN
ENGINEERING, QUANTUM CONSULTING, INC. AND JEFF THIERRY, T.E.,
FOR PLAN REVIEW AND TRAFFIC ENGINEERING SERVICES**

WHEREAS, the Public Works Department requests authorization to enter into professional service agreements and issue purchase orders to Willdan Engineering, Quantum Consulting, Inc. and Jeff Thierry, T.E., for plan review and traffic engineering services; and

WHEREAS, Willdan Engineering, Quantum Consulting, Inc. provide plan review services and Jeff Thierry, T.E., Traffic Engineer, provides traffic control plan review services and other traffic related matters; and

WHEREAS, the Public Works Department reviews development projects for impacts to the public right-of-way, drainage issues, storm water quality impacts, sewer system impacts, erosion control; and

WHEREAS, the number of projects submitted for review exceeds the staff capacity of the Department; and

WHEREAS, staff is recommending that agreements and purchase orders be issued to Willdan Engineering, Quantum and Jeff Thierry, T.E., to continue to provide these services from the execution date of the contract through June 30, 2013; and

WHEREAS, staff is recommending the approval of City Council in order to keep up with the demand for development projects throughout the City and taking the recommended action will minimize the review process, turnaround time, improve service to the public, and increase the amount of revenue to the General Fund.

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

SECTION 1. That the City Manager has the authority and is authorized to enter into agreements and issue purchase orders to Willdan Engineering, Quantum Consulting Inc. and Jeff Thierry, T.E., for plan review and traffic engineering services in an amount not to exceed \$92,000 (Ninety Two Thousand Dollars).

SECTION 2. That funds to pay for plan review and traffic engineering services are available in Public Works Department's 2012-2013 Fiscal Year budget in Account Number 2502-71-0000-4262 (City Wide Lighting).

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

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

ADOPTED this _____ day of _____, 2012.

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. _____
PAGE TWO

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____ 2012.

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

October 2, 2012

Mr. Harold C. Williams, PE
Interim Public Works Director
City of Compton
205 Willowbrook Avenue
Compton, CA 90220

Subject: Proposal to Provide Civil Engineering Plan Review and Final Mapping Services

Dear Mr. Williams:

Willdan Engineering is pleased to submit our proposal to assist the City of Compton to provide civil engineering services. We understand that work will include services such as technical plan check for engineering documents and plans, map review, conformance with Federal, State and local regulations, particularly the California Subdivision Map Act and general compliance with City Standards, Ordinances, and Regulations.

We are excited by the opportunity to bring our renowned “extension-of-staff” services and continue serving the City of Compton with all the services identified above. Willdan is particularly pleased to be able to offer the services of **Elroy Kiepke, PE**, as our **Project Manager**. Mr. Kiepke has served various cities throughout his 42-year career as a City Engineer and Public Works Director. He is currently completing an assignment as Special City Engineer for the City of Azusa on a 1,500-unit subdivision. He is familiar with the challenges faced by cities from both the staff level and the management level and has the demonstrated ability to balance scarce resources and high demand for quality public services. Thus, his varied background and knowledge of the local setting and development interests make him the ideal selection for assisting the City of Compton with civil engineering services.

Our firm is uniquely qualified to provide these services for the following reasons:

- **Willdan’s Relationship with the City and its Staff.** Willdan has previously provided civil engineering services for the City and has developed a positive relationship with the City and its staff.
- **Willdan has the Resources to Meet a Compressed Time Schedule.** Willdan’s staff size, breadth of experience and collaborative approach among our team members will enable us to review all submittals of the anticipated plan sets in the desired turnaround time frame if not sooner.
- **Public Sector Experience.** Our staff, many of whom have experience as former public agency staff and management understands the uniqueness of public agency needs and issues; they serve as building officials, city engineers, planning directors, traffic engineers, and public agency staff members on a contract basis for numerous cities and counties. The diversity of our staffs’ experience is an added value of our services.

- **Exceptional Tracking and Record-Keeping Capability.** Willdan has a system for maintenance of records throughout and beyond the life of a project. Additionally, we offer the potential for electronic forms and an electronic tracking system available to the City for rapid recall of records with minimal wait.
- **No Learning Curve.** Willdan has been providing services to local agencies in Los Angeles County, including the City of Compton, for 45 years. Our staff has hands-on working knowledge and direct experience implementing Los Angeles County and City Standards. We have developed a well coordinated review process, including a plan check tracking and reporting system and specific discipline review checklists, to provide the City with timely, cost-effective service.
- The services required for this project are directly related to our core competencies! No other firm matches Willdan's combined breadth of directly relevant technical and operational expertise and depth of experience. We are truly the City's one stop shop to meet virtually any municipal service need.

Compensation

Because the work under this proposed contract is varied and irregular, it is proposed that Willdan be compensated at the current hourly rates for services requested by the City staff. If the City would prefer that the fees are based on the current City fees for the services, Willdan Engineering would like to review the current City fees to make sure that they are reasonably equivalent to the current County Fee for the same service. As always Willdan Engineering is open to discussions on this subject and will be happy to meet with the City to reach a mutually agreeable solution for both parties.

We appreciate the opportunity to submit our proposal and look forward to discussing our proposal with you and your staff. If there are any questions, please contact Elroy Kiepke by telephone at (562) 908-6278 or by email at ekiepke@willdan.com.

Respectfully submitted,

Willdan Engineering



William C. Pagett, PE
Senior Vice President



Elroy L. Kiepke, PE
Principal Project Manager

EK:mh

91005-11/06-130/P11-041R1_3730

Project Team

Mr. Elroy Kiepke, PE, will serve as **Project Manager** for City of Compton assignments. As a Principal Project Manager of Willdan, he will have responsibility for coordination and administration of services to be provided by Willdan.

Willdan proposes that **Mr. Kiepke**, be responsible for **Standard Urban Stormwater Mitigation Plans (SUSMP's), erosion control, grading and drainage plan review** for the City of Compton. Mr. Kiepke has been performing grading plan review in Southern California since 1969, when he began his career with Los Angeles County Department of County Engineer. During his career, he has been responsible for grading plan review in the Cities of Agoura Hill, Rosemead, Alhambra, Paramount, Calimesa and Malibu.

Because of his involvement in grading plan review, Mr. Kiepke became involved in the Los Angeles County NPDES Permit in 1990 when the Early permit was obtained. Mr. Kiepke has been actively involved with the Los Angeles County Permit providing recommendations for complying with the permit to the Cities of La Canada Flintridge, Paramount, Bell Gardens, Hawaiian Gardens, Rosemead, and Bradbury. Mr. Kiepke has provided staff training for planners, field crews, inspectors, and administrative staff as required by the permit. With the implementation of the SUSMP provision, Mr. Kiepke has been involved in the review and approval of these documents.

Mr. Kiepke is also the City Engineer/Deputy City Engineer in several cities represented by Willdan. Mr. Kiepke reviews development projects and recommends conditions of approval to provide compliance with the City's development goals contained in the General Plan and the standards contained in the Subdivision Ordinance. These cities include Bradbury, Calimesa, Grand Terrace, Hawaiian Gardens, and Sierra Madre.

Mr. Kiepke is familiar with City staff and procedures and has proven his value to the City of Compton. As City Engineer, he provided plan review for the following projects/assignments:

- City of Cerritos – Development review services for grading/drainage plans.
- City of Azusa - Special City Engineer on a 1,500-unit subdivision for Streets, sewers, storm Drains and final maps.
- City of Calimesa – Plan review services for the 4,500-lot development for Streets, sewers, storm Drains and final maps.

Mr. David Knell, PLS, Principal Project Manager of Mapping/Survey, will be responsible for **the review of final tract maps, parcel maps, lot line adjustments, lot combinations, and quit claim processes as well as providing land surveying expertise** for the City of Compton. Mr. Knell has more than 40 years of experience in the surveying and mapping field. He has been responsible for a variety of mapping and construction jobs as well as performing surveys and acting as expert witness in legal cases. Mr. Knell has a wide range of experience preparing and checking subdivision maps. As a contract checker for the Cities of Agoura Hills, Dana Point, Lake Forest, Bell Gardens, Paramount, and Cerritos, and a surveyor in private practice, Mr. Knell has been involved in the preparation and checking of numerous Parcel Maps and Tract Maps, A.L.T.A Surveys, Records of Survey, Lot Line Adjustments, Parcel Map Waivers, Certificates of Compliance, and boundary determination. He also was responsible for preparing

legal descriptions and sketches for a wide range of easements involving utilities, air space reservations, and construction projects. He has also worked with major utilities and title companies in determining easements and correcting defective legal descriptions.

Mr. Abner Catig, Senior Design Manager, will provide **grading, drainage, and utility plan review** services. Mr. Catig has 30 years experience in public works design, including design of street widenings, reconstruction and streetscape improvements, flood control and drainage improvements, grading and site plans, hydrology studies, sewer improvements and storm drains. He possesses extensive knowledge of California Department of Transportation (Caltrans), and Los Angeles County Department of Public Works (LACDPW) design criteria and guidelines.

Ms. Tami Boeltl, GIS/CAD Drafter, will be responsible for the **processing of plans**. Ms. Boeltl duties include the input and tracking of plans. Ms. Boeltl is responsible for the mapping of plans for various projects undertaken by Willdan. Ms. Boeltl is computer literate in GIS, CAD, Microsoft PowerPoint, Visio, Illustrator, and Adobe PhotoShop, as well as a variety of spreadsheet and word processing software.

Elroy L. Kiepke, CBO, PE

City Engineer

Education

1969, B.S., Civil
Engineering, Valparaiso
University, Indiana

Registration

1973, CA, 022382, Civil
1986, CABO, CBO, 703

1994, ICBO
Accessibility/Usability
Specialist Certificate,
74013

Affiliations

American Public Works
Association

American Society of Civil
Engineers

California Building
Officials

International Conference
of Building Officials

International Erosion
Control Association

41 Years Experience

Mr. Elroy L. Kiepke presently serves as a City Engineer for Willdan. He joined Willdan in July 1979 to assist in the formation of the Building and Safety Division. As the division grew, he became the Division Manager for Plan Check Services and City Engineer for some of Willdan's client cities. Mr. Kiepke began his professional career with the County of Los Angeles in June 1969. He received training in building plan check and subdivision plan check before taking permanent positions in the Subdivision Section and Building and Safety.

Specific Project Experience

Engineering Plan Check

City of Santa Fe Springs, Development Plan Checking Services for the Village at Heritage Springs - Mr. Kiepke is responsible for grading plan review for this project which involves providing plan review of grading and street plans, storm drain, sewer, water and street lighting improvement plans for the Village at Heritage Springs Development.

City of West Covina, Engineering Plan Check Services – Mr. Kiepke is responsible for grading plan review for this project which involves performing development review services for the following plan reviews: parcel and tract maps; Hydrology Studies, Standard Urban Storm Water Mitigation Plans, Storm Water Mitigation Plans, and Storm Water Pollution Prevention Plans; Grading & Drainage and Erosion Control Plans; and Public Construction Plans required of development projects. All these reviews to be recommended for approval by the City of West Covina in the final process of the plan review.

Building Plan Check

City of Rolling Hills Estates, Building Plan Check, 627 Deep Valley – Mr. Kiepke was the Grading Plan Check Engineer who provided building code plan review services for commercial developments on 627 Deep Valley.

City of Azusa, Engineering Services for the Rosedale Master Planned Community Project – Mr. Kiepke is responsible for the day-to-day project activities and development review for this project which involves providing a range of city engineering services specific to the Rosedale project, a master planned community of 1,200 new homes to be developed on the former Monrovia Nursery site. Oriented around an active village core and recreation center, Rosedale will include a series of neighborhoods with parks, a new K-8 school, fire station, MetroLink Gold Line Station, and 200 acres of permanently preserved natural hillsides. Willdan's engineering services will include plan review, inspection, coordination of consultant activities, other agencies and utility services, preparation of staff reports, and attendance at City Council and Commission meetings.

Americans with Disabilities Act, CALBO - Mr. Kiepke was active with the CALBO Accessibility Committee. This committee reviewed the State of California proposed

**Elroy L. Kiepke, CBO,
PE**

Continued

regulations which conformed Title 24 with the Americans with Disabilities (ADA). The committee's input was valuable in the development of the final regulations.

Southern California Edison Company, General Office Buildings, Rosemead, California - This project consisted of five multi-story office buildings which serve as headquarters for a large public utility. All structures were steel frame construction with braced frames for the lateral load resisting system.

City of Agoura Hills, CDBG Recreational Facilities Upgrade - Mr. Kiepke provided city coordination services for this project that included design, inspection, and administration for ADA Improvements at Forest Cove and Sumac Parks. The parks were part of the ADA Act park and recreation upgrade program funded by CDBG. All play equipment and facilities upgrades were included in the scope of work. Additionally, an accessible route from Thousand Oaks Boulevard to the City recreational facility was designed to comply with ADA regulations.

National Pollution Discharge Elimination System

For Willdan projects, Mr. Kiepke developed the policies and procedures for projects requiring State construction activity permits. The purpose is to create a partnership with the contractor to develop a Storm Drain Water Pollution Prevention Plan which best meets the needs of all parties involved with the project and complies with Clean Water Act requirements.

City of San Marino, NPDES Compliance – Mr. Kiepke provides NPDES services to include advising staff in required NPDES actions, complete annual NPDES report, and attend NPDES meetings.

City of Agoura Hills NPDES Permit Compliance - Mr. Kiepke, while acting as City Engineer for the City, was responsible for attending meetings, reviewing and proposing Ordinances, preparing reports, and communicating with the community to maintain the Cities NPDES compliance efforts. This activity went from the issuance of the early permit in 1990 through August 1997. Mr. Kiepke has worked extensively with the City on compliance with NPDES permit for separate storm sewer systems. He has been instrumental in preparing ordinances for improving management practices for projects which discharge to the storm drain. On behalf of the City, he attended meetings and attended seminars to gain a better understanding of how to better shape the program's goals.

Cities of Rosemead, Paramount, and Bell Gardens NPDES Permit Compliance - Mr. Kiepke due to his familiarity and availability, took over the permit programs for the above cities in October 1997, and continues his efforts in this area. This includes preparation of the Site Visit database for each city budget report preparation and attendance at Watershed meetings representing the cities. Mr. Kiepke has also conducted training classes for more than 150 City personnel as required by the Permit.

Cities of Calimesa, and La Cañada Flintridge - Mr. Kiepke as part of the City Engineering responsibility, administered the NPDES Programs for these cities. The Calimesa assignment involved review of the Riverside County permit.

David O. Knell, PLS

Principal Project Manager
Surveying and Mapping Services

Education

1971, B.S., Cartography,
Boston University -
Boston, MA

Civil Engineering and
Land Surveying Classes,
California State University,
Long Beach

Registration

1983, Professional Land
Surveyor, California No.
5301

Affiliations

California Land Surveyors
Association (CLSA)

Southern California
Experts & Consultants

40 Years Experience

Mr. David O. Knell has more than 40 years of experience in the surveying and mapping field. He has been responsible for a variety of mapping and construction jobs as well as performing surveys and acting as an expert witness in legal cases. His experience includes the supervision of field crews, overseeing an office staff dealing with various survey projects, and extensive experience with local, state, and federal agencies. Mr. Knell has also done considerable work with title companies and attorneys for a variety of jobs.

Specific Project Experience

Subdivision Mapping/Map Checking/Boundary Analysis

Mr. Knell has a wide range of experience preparing and checking subdivision maps. As a contract checker for the Cities of Agoura Hills, Dana Point, Lake Forest, Bell Gardens, Paramount, and Cerritos, and a surveyor in private practice, Mr. Knell has been involved in the preparation and checking of numerous Parcel Maps and Tract Maps, A.L.T.A. Surveys, Records of Survey, Lot Line Adjustments, Parcel Map Waivers, Certificates of Compliance, and boundary determination. He also was responsible for preparing legal descriptions and sketches for a wide range of easements involving utilities, air space reservations, and construction projects. He has also worked with major utilities and title companies in determining easements and correcting defective legal descriptions.

Mr. Knell is currently the City Surveyor for the Cities of Agoura Hills, Big Bear Lake, Calabasas, Cerritos, Hawaiian Gardens, Indian Wells, La Cañada Flintridge, Lake Forest, Malibu, Paramount, Rosemead, and Yorba Linda.

More specific experience is as follows:

City of Lawndale, As-Needed Engineering Services – Mr. Knell is providing as-needed surveying and mapping services to the City's Community Development Department.

City of Lakewood, Centrelia Street Rehabilitation - Mr. Knell was the Land Surveyor. Project involved the provision of professional engineering design services for the preparation of the Centrelia Street Rehabilitation Project. Willdan prepared plans, specification and estimate for street rehabilitation, signing and striping and camera plan for Centrelia Street from Studebaker Road to East City Limits. Other services included utility coordination, pavement engineering and topographic survey.

City of Rolling Hills Estates, Various Survey Related Tasks – Mr. Knell was the Project Manager of this project which involved performing a survey of rear yards of several properties on Ferncreek Drive to identify encroachments into the open space area.

David O. Knell, PLS
Continued

City of West Covina, Plaza Drive Improvements – Mr. Knell was the Phase Manager of the survey portion of this project which involved providing professional engineering services for the Plaza Drive Improvements Project. The project involved the widening of Plaza Drive and installation of a new traffic signal at the intersection of California Avenue and Plaza Drive.

City of Azusa, Engineering Services for the Rosedale Master Planned Community Project – Mr. Knell is providing surveying services for this project which involves providing a range of city engineering services specific to the Rosedale project, a master planned community of 1,200 new homes to be developed on the former Monrovia Nursery site. Oriented around an active village core and recreation center, Rosedale will include a series of neighborhoods with parks, a new K-8 school, fire station, MetroLink Gold Line Station, and 200 acres of permanently preserved natural hillsides. Willdan's engineering services will include plan review, inspection, coordination of consultant activities, other agencies and utility services, preparation of staff reports, and attendance at City Council and Commission meetings.

City of Agoura Hills, Miscellaneous Engineering Support – As Project Manager, Mr. Knell performs various professional reviews of tracts, parcel maps and plans.

Subdivisions

- Approximately 100 Subdivision Maps in Los Angeles, Orange and San Bernardino Counties
- Approximately 500 Lot Line Adjustments, Mergers, Covenants, and Parcel Map Waivers in Los Angeles County and Orange County

Expert Witness

Mr. Knell is listed in the Southern California Experts and Consultants Directory published by the Los Angeles County Bar Association. He has given numerous depositions concerning boundary disputes, legal description problems, and construction defects. He has participated in binding and non-binding arbitration and jury trials.

City of Rolling Hills Estates, Expert Witness - 4609 Palos Verdes Drive North Litigation (Linares) – Mr. Knell acted as the City's expert witness in testifying that Mr. Linares built improvements approximately ten feet into the City's right-of-way along Palos Verdes Drive North.

Private Residence, City of Torrance - Mr. Knell supervised the survey of a retaining wall and searched through chain of title to verify location of wall within existing easement.

Vacant Lots, City of Los Angeles - Mr. Knell plotted the boundaries of four lots through a chain of covenants and lot line adjustments to isolate defective legal descriptions.

City of Lawndale - Mr. Knell researched public and private records to find the correct width of a street under which an oil franchise existed.

Abner Catig

Senior Design Manager

Education

*B.S., Civil Engineering
Cebu Institute of
Technology, Philippines*

*Short Course - Los
Angeles County
Hydrologic Method
California State University
Long Beach*

30 Years Experience

Mr. Abner Catig, as a Senior Design Manager for the Design Services Division of Willdan, is responsible for design and preparation of plans, specifications, and estimates (PS&E) for numerous public works projects. His 30 years experience includes design of flood control and drainage improvements, grading and site plans, hydrology studies, sewer improvements, storm drains, and streets and highways. He possesses extensive knowledge of California Department of Transportation (Caltrans), Los Angeles County Department of Public Works, and Orange County Environmental Management Agency design criteria and guidelines. As a project engineer, Mr. Catig ensures that design team members, including pavement, geotechnical, and survey crew subconsultants are provided with all necessary information to accurately complete plans and specifications. Additionally, Mr. Catig works closely with drafters and technicians to develop a comprehensive and accurate product. Mr. Catig's computer experience includes the Microstation and COGO programs.

Specific Project Experience

Street and Storm Drain

City of Manhattan Beach, Design Services for Peck Avenue – Mr. Catig is the Project Manager of this project which involved providing professional services for engineering design, pavement engineering design, utility coordination, and preparation of bid documents for resurfacing of Peck Avenue from Manhattan Beach Boulevard to Artesia Boulevard.

City of Paramount, 16324 Hunsaker Improvements – Mr. Catig was the Project Manager of this project which involved providing professional engineering design services for the preparations of precise grading plans, erosion control plans, technical specifications, estimates for the offsite grading and drainage improvements at 16324 Hunsaker, including topographic survey and geotechnical.

City of Paramount, 6820 San Luis Street Improvements – Mr. Catig was the Project Manager of this project which involved providing professional engineering design services for the preparations of precise grading plans, erosion control plans, technical specifications, estimates for the offsite grading and drainage improvements at 6820 San Luis Street, including topographic survey and geotechnical.

Pico Water District, Water Standards Update – Mr. Catig provided professional engineering and drafting services to update the Pico Water District's water standards.

Sewer

City of Bell Gardens, Emil Avenue Sewer - Mr. Catig was responsible for the design and preparation of PS&E for the construction of 3,200 linear feet, varying in size from 8 to 15 inches in diameter. The plans were prepared in accordance with and approved by the Los Angeles County Department of Public Works and the Los Angeles County Sanitation District. The construction cost was approximately \$320,000.

Abner Catig*Continued*

City of Bell Gardens, Florence Place Sewer - Mr. Catig was responsible for the design and preparation of PS&E for the construction of 3,000 linear feet, varying in size from 8 to 21 inches in diameter. The project design included a 15-inch VCP double barred inverted siphon crossing under an existing flood control structure, a 73-inch water main and the busy intersection of Garfield Avenue and Florence Place. Plans were prepared in accordance with and approved by the Los Angeles Department of Public Works and the Los Angeles County Sanitation District. The construction cost was approximately \$350,000.

City of Culver City, McManus Park Sewer Realignment - Mr. Catig was responsible for the design and preparation of PS&E for sewer improvements totaling 600 linear feet. The project included connection of existing and new house laterals.

City of Pico Rivera, Durfee Avenue and Jackson Trunk Sewer Realignment - Mr. Catig was responsible for the design and preparation of PS&E for the construction of 800 linear feet, varying in size from 15 to 18 inches in diameter. This project was part of the off-site development of the Pico Rivera Commercial Center. The plans were prepared in accordance with and approved by the Los Angeles County of Public Works and the Los Angeles County Sanitation District.

Drainage and Grading

City of Paramount, Paramount Park Expansion - Mr. Catig was responsible for the design of drainage and grading improvements for this project that involved the construction of park facilities, landscaping, 300 parking spaces and 600 linear feet of 18 inches in diameter per storm drain. Portions of the park are located within Los Angeles Department of Water and Power right-of-way; thus, plans were prepared to meet the agency's requirements. The construction cost was approximately \$1.8 million.

City of Bellflower, Simms Park Rehabilitation - Mr. Catig was responsible for the design of drainage and grading improvements. The project involved the construction of an additional 250 parking spaces and reconstruction of 150 spaces, as well as construction of park facilities, landscaping and 200 linear feet of 18 inches in diameter RCP storm drain. The construction cost was approximately \$450,000.

City of Culver City, McManus Park Improvements - Mr. Catig was responsible for the design of drainage and grading improvements. This project involved the construction of two cul-de-sacs for park access, a baseball field, park facilities, and 100 additional parking spaces. The construction cost was approximately \$2 million.

Tamara L. Boeltl

GIS/CAD Drafter

Education

*General Education
Courses
Moorehead State
University, Minnesota*

*Blueprint Reading
Fullerton Junior College,
California*

*Building Construction
Pasadena Community
College, California*

*Business English
Rio Hondo College*

11 Years Experience

Ms. Tamara L. Boeltl has been with Willdan since 1988. Ms. Boeltl is responsible for the mapping of plans for various projects undertaken by Willdan. Ms. Boeltl is computer literate in GIS, CAD, Microsoft PowerPoint, Visio, Illustrator, and Adobe PhotoShop, as well as a variety of spreadsheet and word processing software. Prior to joining the Civil Design Division, Ms. Boeltl had more than 7 years of reprographics experience that encompassed a variety of activities including coordination of computer graphic displays, presentation layouts, brochure design, slide creation, and GIS Mapping.

Ms. Boeltl has also served as Senior Construction Permit Specialist for the Cities of Agoura Hills, Bell Gardens, Dana Point, Lake Forest, Rolling Hills Estates, Rosemead, Santa Clarita, South El Monte, and West Hollywood. Primarily, she was responsible for office management and personnel training. Her public counter duties consist of explaining public works codes, ordinances, and requirements to owners, contractors, and the general public. Additionally, Ms. Boeltl reviewed applications, issues permits, maintains records, and prepares status reports for the building and safety departments. She also conducted plan check for minor public works projects. Ms. Boeltl performed all aforementioned duties on an interim basis for the Cities of Claremont, El Segundo, Hidden Hills, La Habra Heights, Lancaster, and the County of Santa Cruz. Another specialized service Ms. Boeltl has performed for the Cities of Hemet and Indian Wells, is counter procedure assessment, preparation of counter manual, and additional staff training.

Ms. Boeltl first began working for Willdan in administration for the Los Angeles Regional office. In September 1988, she was promoted to Assistant Construction Permit Specialist and assigned to the City of Santa Clarita and in 1989, she was transferred and promoted to Senior Permit Specialist in charge of opening new client cities and training building clerk personnel. In 1996, she took on the additional duties of Assistant Administrator in charge of word processing in the Los Angeles Regional office. In August 2002, she was promoted to Graphic Designer in charge of Reprographics.

Specific Project Experience

GIS Mapping

City of Yorba Linda, Landscape Inventory/Infrastructure Audit Services for Landscape Maintenance Assessment District Nos. 3, 4, 5, and Arterial Zones (Roadways) – Ms. Boeltl was responsible for performing GIS mapping for this project. Willdan prepared a landscape inventory of the City's Landscape Maintenance Assessment Districts (LMAD). The goals of the inventory was to lowering long-term maintenance costs, improve operational efficiency, and enhance water conservation. The scope included: a) conducted a landscape inventory of the LMADs 3, 4, 5 and arterial roadway areas, and b) analyzed the information. The inventory was divided into two categories: a) irrigation equipment profile for each point of connection (POC) and, b) detailed description of specific characteristics at each controller location. Finally, this document assisted the City in developing a customized landscape maintenance program that enhanced the aesthetic appearance, improved the day-to-

Tamara L. Boeltl
Continued

day management of operations and ultimately addressed the long-term financial objectives of the City by balancing the annual costs with available revenue sources.

City of Yorba Linda, Landscape Maintenance Update – Ms. Boeltl was responsible for GIS mapping services for this project which involved updating the landscape maintenance contract documents, specifications, and map(s) for contracts within the landscape and lighting maintenance district zones (LMAD) throughout the City.

City of Calabasas - Landscape Maintenance District Mapping.

City of Rosemead - Street Sign Inventory, Parcel Address Map, Street Sweeping Map, Truck Route Map, Guard Rail Map, Trash Pickup Map, Water District Map, and Traffic Signal Map.

City of Hesperia – Annexation Maps

Antelope Valley Mosquito and Vector Control District – Annexation Maps

City of Paramount - Landscape Maintenance District Mapping.

Building and Safety

- designing a Custom Counter Manual for Willdan's contract cities;
- designing forms for various building and safety needs;
- implementing microfiche process for the Cities of Dana Point and Lake Forest;
- transferring records from the County office to the Cities of Dana Point, Lake Forest, and Malibu; and
- training personnel.

Ms. Boeltl designed brochures for the following client cities: storm drain program brochures for Rosemead and Hawaiian Gardens.

Best Management Practices (BMP) Brochures

- | | |
|------------------------|--------------|
| ▪ Bell Gardens | ▪ Bradbury |
| ▪ La Cañada Flintridge | ▪ Paramount |
| ▪ Rosemead | ▪ San Marino |
| ▪ Hawaiian Gardens | ▪ Maywood |

Firm's Experience

Location	Azusa, CA
Owner	City of Azusa Mr. Roy E. Bruckner, Project Manager, (626) 812-5236
Construction Cost	Not applicable.
Year Completed	2010
Project Name Manager's	Elroy Kiepke
Description	Willdan provided engineering plan check services specific to the Rosedale project, a master-planned community of 1,500 new homes to be developed on the former Monrovia Nursery Site. Oriented around an active village core and recreation center, Rosedale will include a series of neighborhoods with parks, a new K-8 school, fire station, MetroLink Gold Line Station, and 200 acres of permanently preserved natural hillsides. Willdan's services included plan review, inspection, coordination of consultant activities, other agencies and utility services, preparation of staff reports, and attendance at City Council and Commission meetings.

Location	Lawndale, CA
Owner	City of Lawndale Ms. Marlene Miyoshi, Director of Public Works, (310) 973-3265
Construction Cost	Not applicable
Year Completed	2005
Project Name Manager's	Elroy Kiepke
Description	Willdan provided review services for building projects within the City for public works requirements. In addition, Willdan performed map checking and improvement plan review for private developments within the City of Lawndale.

Location	West Covina, CA
Owner	City of West Covina Mr. Naresh Palhiwala, Principal Engineer, (626) 939-8425
Construction Cost	Not Applicable
Year Completed	2008
Project Name Manager's	Elroy Kiepke
Description	Willdan performed development review services for the following plan review: Parcel and Tract Maps; Hydrology Studies, Standard Urban Storm Water Mitigation Plans, Storm Water Mitigation Plans, and Storm Water Pollution

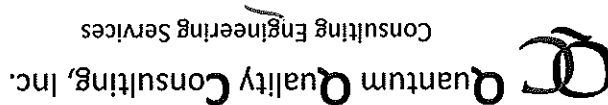
	Prevention Plans; and Grading and Drainage and Erosion Control Plans; Public Construction Plans required of development projects. All these reviews were recommended for approval by the City of West Covina in the final process of the plan review.	
Location	Santa Fe Springs, CA	
Owner	City of Santa Fe Springs Mr. Tom Lopez, Assistant Director, (562) 868-0511	
Construction Cost	Not applicable	
Year Completed	2008	
Project Name	Manager's	Elroy Kiepke
Description	Willdan provided plan review of grading and street plans, storm drain, sewer, water and street lighting improvement plans for the Village at Heritage Springs Development.	

Fee Schedule

WILLDAN ENGINEERING
Schedule of Hourly Rates
Effective July 1, 2010 to June 30, 2011

ENGINEERING		LANDSCAPE ARCHITECTURE	
Principal Engineer	\$200.00	Principal Project Manager	180.00
Director	180.00	Principal Landscape Architect	150.00
Deputy Director	180.00	Senior Landscape Architect	125.00
Principal Project Manager	180.00	Associate Landscape Architect	115.00
City Engineer	180.00	Assistant Landscape Architect	100.00
Project Manager	180.00		
Program Manager	180.00	BUILDING AND SAFETY	
Supervising Engineer	160.00	Director	180.00
Senior Engineer	145.00	Deputy Director	180.00
Senior Design Manager	145.00	Principal Project Manager	180.00
Design Manager	135.00	Supervising Plan Check Engineer	150.00
Associate Engineer	135.00	Building Official	150.00
Senior Designer	130.00	Plan Check Engineer	140.00
Senior Design Engineer II	130.00	Deputy Building Official	140.00
Senior Design Engineer I	125.00	Inspector of Record	140.00
Designer II	120.00	Senior Plans Examiner	125.00
Designer I	115.00	Supervising Building Inspector	125.00
Design Engineer II	120.00	Plans Examiner	115.00
Design Engineer I	115.00	Senior Building Inspector	115.00
Senior Drafter	110.00	Supervisor Code Enforcement	115.00
Drafter II	100.00	Building Inspector	**105.00/110.00
Drafter I	95.00	Supervising Construction Permit Specialist	105.00
Technical Aide	85.00	Senior Construction Permit Specialist	100.00
CONSTRUCTION MANAGEMENT		Senior Code Enforcement Officer	95.00
Director	180.00	Assistant Building Inspector	**95.00/110.00
Deputy Director	180.00	Code Enforcement Officer	80.00
Project Manager	180.00	Construction Permit Specialist	80.00
Senior Construction Manager	155.00	Assistant Construction Permit Specialist	85.00
Construction Manager	145.00	Plans Examiner Aide	75.00
Assistant Construction Manager	120.00	Assistant Code Enforcement Officer	70.00
Utility Coordinator	125.00		
Labor Compliance Manager	120.00	PLANNING	
Labor Compliance Specialist	95.00	Director	180.00
INSPECTION SERVICES		Deputy Director	180.00
Supervising Public Works Observer	120.00	Principal Planner	150.00
Senior Public Works Observer	110.00	Principal Community Development Planner	150.00
Public Works Observer	**100.00/110.00	Senior Planner	130.00
Assistant Public Works Observer	**100.00/110.00	Senior Community Development Planner	130.00
SURVEYING		Associate Planner	115.00
Principal Project Manager	180.00	Associate Community Development Planner	115.00
Supervisor - Survey & Mapping	155.00	Assistant Community Development Planner	105.00
Senior Survey Analyst	130.00	Assistant Planner	105.00
Certified Party Chief	130.00	Planning Technician	85.00
Senior Calculator	120.00	Community Development Technician	85.00
Calculator II	110.00	ADMINISTRATIVE	
Calculator I	100.00	Computer Data Entry	65.00
Survey Analyst II	115.00	Clerical	65.00
Survey Analyst I	100.00	Word Processing	65.00
Survey Party Chief	115.00	Personal Computer Time	30.00
Field Party (One)	180.00		
Field Party (Two)	235.00	Mileage reimbursement will be charged at the current Federal guideline rate at the time of billing. Vehicles will be charged at a monthly rate of \$500.00.	
Field Party (Three)	295.00	** Prevailing Wage Project, Use \$110.00	

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.25 times, and Sundays and holidays, 1.70 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A subconsultant management fee of fifteen percent (15%) will be added to the direct cost of all subconsultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2010 thru June 30, 2011, thereafter, the rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County/Sacram area, but not more than five percent per year.



May 1, 2012

Carolyn Webster
Public Works Department
City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220

Subject: Proposal for Plan Check and Review Services

Dear Ms. Webster:

Quantum Consulting, Inc. is pleased to submit our proposal to provide development review services as outlined in your April 26, 2012 request for proposal.

We have previously performed similar services for the City of Compton as well other cities in the South Bay area and we are intimately familiar with the submittal process as it relates to improvements plan checking.

Quantum has assembled a quick response team that is committed to assist you to achieve the Department's objectives. Mr. Douglas Preble, P.E. will be the engineer in charge of your plan checking services. He has more than forty years of experience working in the public and private sector as a civil engineer and understands the concerns for timely reviews and continuous coordination.

We feel confident that we can provide the excellent services that you require. We are ready to execute a contract, provide the City with all the insurance coverage required and proceed with the assignment upon your notification.

We propose to provide you these services on an hourly basis for our proposed engineer in charge and other staff per our attached standard hourly rate schedule for plan check and related services.

The following is an estimated fee for various typical review projects, based on our previous experience.

- Final Map Check Fee (Tract/Parcel Maps) \$900.00 + \$95.00/Lot
- Mass/Rough/Precise Grading Plan Check \$1,500.00+ \$95.00/Lot
- SWPPP/NPDES Plan Check \$450.00

#15.

2720 Sepulveda Blvd. Suite 100, Torrance, CA 90505
P.310.891.3994-F.310.891.3995
thequantumconsulting.com

Attachments:
Proposal with fee schedule

Frank Bigdell, P.E.
President



Very truly yours,

As there are varying size developmental projects, we would like to discuss the fees, subject to your review and approval on a task order basis.

We look forward to discussing in detail our approach to the project assignment, schedule, and budget with you at your convenience. And we look forward to the opportunity to establish a mutually beneficial working relationship with you.

Please contact us with any questions or comments.

The cost of meetings and presentations will be for actual time and in accordance with our hourly rates indicated in our fee proposal.

E. Cost for meetings and presentations.

Please see our fee schedule.

D. Fees.

In most instances the turn around time for submittals would be between one to two weeks. In special cases, we can shorten the process upon City's request.

C. Time required to review and return submittals.

Douglas Preble, P.E. will be supervising Civil Engineer charge of plan checking for the City of Compton, his license number is Civil No. 20969

B. Engineer in charge of work:

1. City of Gardena
2. City of Lawndale
3. City of Azusa
4. City of Compton
5. City of Hermosa Beach

Quantum Consulting is currently performing and/or has previously performed plan check review services for the following cities:

A. Firm's experience.

Quantum Quality Consulting, Inc. is proposing to provide the "As Needed Plan Check Review Consulting Services" in accordance with the April 26, 2012 Request from Compton Department of Public Works and the following scope of work:
Quantum Quality Consulting, Inc. is located at 2720 Sepulveda Boulevard, Suite 100
Our telephone number is 310 891 3994 and our facsimile number is 310 891 3994.
Our e-mail address is fbjgdell@thequantumconsulting.com.

Quantum Quality Consulting, Inc.



The engineering service required will require a wide variety of services over relatively short periods of time however, we see this as a very straightforward assignment. We are quite familiar with the process involving review of improvement plans and associated grading plans, hydrology studies, sewer area studies, parcel maps, tract maps, drainage plans, S.U.S.M.P. or S.W.P.P. plans. Checking and review of improvement plans has comprised a significant portion of our municipal engineering efforts.

Services Understanding

Our management philosophy is to identify problems in advance to avoid lengthy and costly delays to the applicant's project. Our previous experience with similar projects enables us to provide review while maintaining high standards of quality.

Service Approach

- Quantum Consulting, Inc. will complete individual plan checking tasks successfully on time and within budget.
- Promote partnering among the project team members by establishing and maintaining open communications.
- Be a problem solver and address issue regardless of the source.
- Minimize impact on the City staff.

Project Goals

Approach and Scope of Work

Quantum Consulting, Inc. is dedicated to provide personal quality service to our clients; our list of repeat municipal clients is a testimonial to our personal attention and commitment to complete public works services on time and within budget.

Our team consisting of licensed engineers and architects has been privileged to perform these services exclusively for municipal governments and understand the specific needs related to plan check review services of proposed projects.

Since 1995, Quantum Consulting, Inc. has provided project management, construction management, inspection and general civil engineering services for municipal clients throughout Southern California.

Firm Profile

Introduction



Project Requirements
CITY OF COMPTON PLAN CHECK REVIEW SERVICES



- Expedite reviews to enable projects to proceed in a timely manner.
- Our team understands the importance of continuous coordination during the review process.
- Channels of communication between the following parties will be provided: city engineer, private engineer, property owners, and others.
- One of our first tasks will be to identify all of the information we need from all players so that they can prioritize the delivery of their information.

Schedule:

Upon receipt of the Notice to Proceed with review of submittals, Quantum proposes to complete the review and/or improvement plan checks within approximately two weeks, exclusive of review time by the City and others. At the same time, we will work with you to meet your scheduling needs.

Overall Approach

We are intimately familiar with the improvements and land development submittal process as it relates to improvements plan checking and subdivision map review. Our team is knowledgeable in the Subdivision Map Act; and the Standard Urban Storm Water Mitigation Plan requirements. In addition, our team has reviewed numerous grading and drainage plans, erosion control plans as well as studies and reports relative to meeting all applicable requirements, and conditions of approval.

Management Approach

Quantum utilizes a variety of management controls and tools for its processing assignments. Our goal is to relieve the city staff of workload relative to submittals. In order to expedite and properly process submittals as well as create a paper trail, it is our policy to review only complete submittals. Complete submittals are defined by the Subdivision Map Act and City's Land Subdivision code, Chapter 28 of the Compton Code.

Scope of Services

The Scope of Services below parallels what is typically required for approval of and development projects.

Consultant will perform the following services, as needed:



A. Review Preliminary Parcel Maps and Preliminary Tract Maps, together with all supporting documentation, for conformance with applicable regulations, standards, and requirements.

B. Review hydrology studies, Standard Urban Stormwater Mitigation Plans (SUSMPs), Storm Water Mitigation Plans (SWMPs), Storm Water Pollution Prevention Plans (SWPPPs), and other development-related plans, studies and reports, for conformance with applicable regulations, standards, and requirements.

C. Review Grading and Drainage Plans, Erosion Control Plans, and other development-related construction plans, studies and reports, for conformance with applicable regulations, standards, and recommendations.

D. Review public construction plans required of development projects for conformance with applicable regulations, standards, and recommendations.

E. Recommend approval by the City of Compton for Parcel Maps and Tract Maps which are determined to be in compliance with applicable regulations, standards, and requirements.

F. Approve, stamp and sign hydrology studies, Standard Urban Stormwater Mitigation Plans (SUSMPs), Storm Water Mitigation Plans (SWMPs), Storm Water Pollution Prevention Plans (SWPPPs), and other development-related plans, studies and reports, which are determined to be in conformance with applicable regulations, standards, and requirements.

G. Approve, stamp and sign Grading and Drainage Plans, Erosion Control Plans, and other development-related construction plans, studies and reports, which are determined to be in conformance with applicable regulations, standards, and requirements.

H. Prepare correction lists for deficient maps, plans, studies, and reports, signed by the person who reviewed the submittal.

Deliverables

After reviewing submittals, deliver the following items to the City of Compton:

A. All submitted maps, plans, studies, and reports. Approved items shall be stamped "APPROVED" and signed by the person who reviewed the submittal.

Mr. Bigdell is intimately familiar with the requirements associated with the City of Compton as he has performed similar services for the cities of Azusa & Lawndale. At the completion of his services with the City of Azusa after two years, the engineering department is fully staffed, the CIP program is current in terms of

Mr. Bigdell has over 35 years of experience in the management of public program and projects in various capacities. He is currently the contract City Engineer for the City of Gardena and has served as the contract City Engineer for the City of Azusa, the contract Public Works Director and City Engineer for the City of Lawndale and the contract City Engineer for the City of Lancaster. He has also served as the consulting CIP manager for the City of Hermosa Beach and the Culver City Redevelopment

Our project team assigned to the City of Compton plan checking services are experienced engineers, former and current city engineers, who are intimately familiar with the municipal public works requirements. Our primary management goal is to relieve City staff of the time and energy required to review maps, reports and to plan check development project submittals for compliance with all applicable regulations, standards and codes. Using strong management techniques, we will act as an extension of City staff. We will keep city staff informed of progress, problems and issues through progress meeting and reports as needed. The proposed supervising civil engineer is Douglas Preble, P.E., a registered civil engineer, whose technical and management skills are well matched to the project assignment. He will oversee the project to ensure that every aspect meets Quantum's standard of quality and exceed your expectations. His interpersonal skills and knowledge of municipal engineering as well as design and construction will be a valuable asset to the team.

Frank Bigdell, P.E.
Principal in Charge – City Engineer
City/Traffic Engineer
MS, Civil Engineering
BS, Civil Engineering
Registered Civil Engineer, CA

Project Team

B. Correction lists for all deficient maps, plans, studies, and reports, signed by the person who reviewed the submittal. Deficient submittals shall be marked to require resubmittal.

CITY OF COMPTON PLAN CHECK REVIEW SERVICES



Following his educational development at Stanford University, Mr. Preble has 44 years of experience in the field of civil engineering, contracting, and business management. He has worked for various public and private entities such as Caltrans, Edison, Orange County Sanitation District, Engineering Contractors as well as consulting firms. He is a well-seasoned registered civil engineer with management and contracting skills that complement any program. He is well versed in interacting with the public, city staff, contractors and other professionals.

Douglas Preble, P.E., MASCE
Supervising Civil Engineer
California Registered Professional Engineer - Civil No. 20969
M.S. Civil Engineering
B.S. Civil Engineering
MBA, Business Administration and Finance
Licensed Surveyor, CA
General Engineering Contractor, Class A (Inactive)

Member of ASCE, APWA, AWWA, NSPE, and Los Angeles County City & County Engineer's Association

Professional Affiliations

He has also managed projects for many cities in Southern California such as the Hawthorne Boulevard Revitalization Project and the Lawndale City Hall Improvements Project for the City of Lawndale. He managed the Aquatic Pavilion and Sports Complex Project for the City of Norwalk and the Newport and Balboa Piers Reconstruction projects for the City of Newport Beach. He also managed the East Washington Boulevard Improvement Project for the Culver City Redevelopment Agency.

Mr. Bigdell has been providing contract city engineering services to the City of Gardena for the past six years. During this period, he has implemented programs to improve about 90% of the City's sewer system & 90% of the City's pavement system, all funded by grants obtained during his tenure. He has also obtained grants & implemented various programs such as new street signs; improve public works yard building & facilities; purchased street sweepers, trucks, etc. through grants from AQMD, EPA, etc.

Mr. Bigdell's tenure with the City of Lawndale lasted for seven years, during the most of this time he functioned as a consultant to provide assistance to the recently hired staff.

implementation and the budget for the engineering department is fully funded mostly through grants obtained for the CIP program.

CITY OF COMPTON PLAN CHECK REVIEW SERVICES



Mr. Preble recently provided full time onsite City Engineer services under Contract City Engineer Frank Bigdell as the Assistant City Engineer including the day to day civil engineering services at the City of Azusa providing engineering services including permitting, plan checking, development review, engineering design, inspection supervision and coordination with the public, developers, contractors, engineers, agencies and other City departments.

He is currently completing the design of \$44 million in bond funded water main replacements and additional facilities for the Compton Municipal Water Department. He has recently completed roadway improvements design for Compton Public Works Department.

Completed plans, specifications and estimates for five sewer main replacement projects, with a total project value of \$20 million (bond funded) for the Compton Public Works Department. Projects are all bid ready.

He has completed and is currently overseeing bidding of new maintenance facilities for the City of Gardena department of public works.

Professional Affiliations have included:

American Society of Civil Engineers
National Society of Professional Engineers
City and County Engineers Association
His experience includes the following:

As Assistant City Engineer

City of Azusa, Mr. Preble performed review of environmental documents, parking evaluation, tentative and final parcel maps and other conditions for approval of the new Target Store in central Azusa at the projected new Gold Line station. Project has been completed and is in service

Mr. Preble reviewed parcel maps, environmental assessments, utility relocations and other conditions for approval of the Block 36 mixed use infill development in downtown Azusa.

Douglas participated in traffic studies, roadway upgrades, review of environmental documents, parking evaluation, tentative and final parcel maps and other conditions for approval of the Citrus Crossing commercial development additions and reconfiguration at Citrus and Alosta.

He was involved with the development of the Fenimore Condominium development including environmental and utility requirements.





He reviewed parcel maps and all civil work for the West Foothill condominium project. He similarly worked on the utility and facilities coordination for the South Azusa phased development project.

He reviewed parcel maps for various projects within the City and worked with owners, developers, contractors, utilities and the various City departments to facilitate the multiple projects being planned and constructed in the City.

Nasser Abbaszadeh, P.E.
Plan Check Assistance
California Registered Professional Engineer Civil
M.S. Civil Engineering, Calif. State University at Long Beach
B.S. Civil Engineering, Calif. State University at Long Beach

Mr. Abbaszadeh has just retired as the City Engineer and Director of Engineering with the City of San Juan Capistrano. He was previously the City Engineer for the City of Azusa. Mr. Abbaszadeh has over thirty years of experience in municipal public works and engineering field including plan check of developmental plans, design and construction of various public works projects.

Mr. Abbaszadeh will assist Mr. Preble with the City of Compton plan checking services to expedite the process if it becomes necessary to accommodate the City's request to shorten the process for some projects.

Professional Affiliations

Member - LA County Executive Advisory Committee on the NPDES permit
President - LA County City & County Engineers Association
Chairman - TAC for San Gabriel Valley Council of Governments
Chairman - SGVCOG sub-committee on Utility Cut Fee & Ordinance
Chairman - IASCE

Standard Hourly Rates for Compton Plan Check and Related Services

Principal	\$150.00
Supervising Engineer	\$125.00
Construction Manager	\$95.00

CITY OF COMPTON PLAN CHECK REVIEW SERVICES



Project Engineer	\$125.00
Design Engineer	\$95.00
Senior Inspector	\$85.00
Inspector	\$75.00
Contract Administrator	\$85.00
Office Engineer	\$75.00
Office, Drafting	\$60.00

Any additional work beyond the scope described will be per the hourly rates indicated herein include cost of travel, phone, and fax. The hourly rates do not include cost of printing and outside services. The rates are valid for one year and are subject to change annually.

SEP 24 2012

11722 South Saint
Andrews Place
Los Angeles, CA 90047
Ph. 323.309.1816
tntthierry@aol.com

Mr. Harold Williams P.E.
Interim Director of Public Works/City Engineer
305 North Willowbrook Ave
Compton, CA 90504

TRAFFIC ENGINEERING SERVICES

Dear Mr. Williams,

Thank you for giving me (TNT Traffic Engineering Consultant Inc.) the opportunity to provide you with excellent Traffic Engineering services and solutions. I am certain that the services I provide in reaching the City of Compton traffic engineering needs will be well received.

I am a licensed Traffic Engineer that specializes in Traffic and Transportation Engineering solutions. I have had thirty plus years' experience with Los Angeles County Department of Public Works, with work that spans all aspects of civil engineering/ traffic engineering. I have excellent knowledge of industry standards, guidelines and codes and have completed numerous training sessions and programs administered by MTA and the University of California Berkeley in all areas of traffic engineering. When employed by Los Angeles County Department of Public Works I conducted numerous traffic studies for many of the neighboring Cities including your City. By now, I am sure you are aware that I provided Traffic Advisory Service for the City of Compton and during my tenure advised them on a significant number of traffic related improvements. So I am very familiar with some of the traffic related issues you're faced with.

Having said that, the following is my proposal for traffic engineering services rendered to the City of Compton:

I. Services Provided

- Provide Traffic Advisory Services for all traffic related concerns.
- Function as City Traffic Engineer at all Public Safety and Traffic Commission Meetings when requested or as needed.
- Work closely with City Liaison (City Liaison is typically City Public Works Director, Public Safety Staff or Community Services Staff) on any traffic related issues.
- Assist with administering Traffic Signal Warrant Studies in determining the need to install traffic signal systems where needed.

- Conduct Speed Studies (Engineering and Traffic Surveys) to determine speed limits on roadways. These Studies must be stamped by a registered engineer.
- Assist with known traffic conditions and behavior as needed during review and inclusion of Traffic Impact Studies.
- Conduct technical review of traffic related work done by consultants.
- Complete Traffic collision investigation review.
- Complete Traffic investigation requests from the public for traffic controls such as red curb, stop signs, blue curbs and red curb etc... per City standard).
- Conduct technical review of Traffic Signal plans.
- Conduct technical review of Geometric Signing and Striping plans and Traffic Control Plans.
- Work with school personnel to address school pedestrian safety and traffic circulation issues.

The traffic investigation studies will be completed in the following manner:

Step 1: Conduct field review of traffic issues and conditions.

Step 2: Determine vehicle code and the manual of uniform traffic control devices parameters that are pertinent to the traffic issues.

Step 3: Analyze data of City ordered (will assist) speed checks and traffic counts.

Step 4: Collect any background information such as accident data from Sheriff's, State and Los Angeles County accident data collection.

Step 5: Complete report to be presented to both the Public and City Staff on traffic related matters under my preview.

II. Work Schedule

As previously discussed, the services I've indicated to you will be provided to your City as the function of a "On Call Traffic Engineer", thus the amount of hours desired to perform said duties will be determine upon request unless otherwise

discussed and agreed when unexpected circumstances arise where traffic related needs are an absolute necessity for the City to operate, i.e. (emergencies, disasters and special events are typical examples).

Since the hour structure is to be done on a weekday basis, the following is recommended however flexibility can be offered:

Work Week – Tuesday, Wednesday, Thursday with Mondays and Fridays as requested or needed.

III. **Proposed Fee**
My initial proposed fee is \$95.00 per hour that is attractively below industry standard.

IV. **Anticipated Start Date**
My start date will be upon your notification.

V. As discussed, City staff support is welcome based on availability.

If you should have any questions regarding this proposal, please don't hesitate to contact me at 323-309-1816

Sincerely,

Jeff W. Thierry, T.E.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COMPTON
AND
WILLDAN ENGINEERING**

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220 and **WILLDAN ENGINEERING**, (hereinafter referred to as "**CONSULTANT**") located at 13191 Crossroads Parkway North, Suite 405, Industry, California 91746-3443.

RECITALS:

WHEREAS, the **CITY** has determined that there is a need to employ the services of a qualified and experienced civil engineering firm to provide plan review and final mapping services; and

WHEREAS, CONSULTANT (Willdan Engineering) 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, by Resolution No. _____, adopted on the ____ day of _____, 2012, the City Council gave approval to award a contract to the **CONSULTANT** to provide the services required on an "as-needed" basis; and

WHEREAS, CONSULTANT is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

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

AGREEMENT:

1. SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT

It is the mutual understanding of the parties that the **CONSULTANT** shall perform and provide civil engineering services, to include but not be limited to: technical plan check for engineering documents and plans, map reviews, conformance with Federal, state and local regulations, particularly the California Subdivision Map Act and general compliance with City standards, ordinances and regulations on an "as-needed" basis.

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.

Acceptance by **CITY** of the work performed under this Agreement does not operate as a release of said **CONSULTANT** from such professional responsibility for the services performed.

2. **ASSIGNMENT OF PERSONNEL**

CONSULTANT has, or will secure, all personnel required to perform the services under this Agreement. **CONSULTANT** shall make available other qualified personnel of the firm as may be required to complete **CONSULTANT’s** services. The **CITY** and **CONSULTANT** agree such personnel are employees only of **CONSULTANT** and shall not be considered to be employees of the **CITY** in any way whatsoever.

Elroy Kiepke, P.E., Principal Project Manager of **CONSULTANT**, shall be primarily responsible for representing **CONSULTANT** in performance of this Agreement.

3. **TERM OF AGREEMENT**

The term of this Agreement shall extend from July 1, 2012 to June 30, 2013 on an “as-needed” basis, unless this Agreement is terminated as provided herein.

4. **COMPENSATION**

The method of payment for the services will be based on a fee-for-services basis, billable at the rates identified within **CONSULTANT’s “Fee Schedule”**, which is attached hereto and incorporated herein. It is understood and agreed between the parties that the maximum compensation payable for the services to be provided by the **CONSULTANT** during the term of this Agreement shall be limited to a not-to-exceed amount of **Sixty Four Thousand Six Hundred Twelve Dollars and Thirty-Nine Cents (\$64,612.39)**.

If **CONSULTANT** fails to perform or submit the required services, the **CITY** shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein. **CONSULTANT** shall furnish to the **CITY** an itemized invoice and monthly report for all work performed during the preceding month. The accompanying reports shall include work activities performed and hours.

CONSULTANT shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the **CITY** of itemized invoices and report 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 and reports shall be delivered or mailed to the **Director, Public Works Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220**.

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

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; 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.

It is further understood and agreed that **CONSULTANT** did provide professional civil engineering plan check and review services for the **CITY** during Fiscal Year 2011-2012, for which there exists outstanding and unpaid invoices. For such services, the **CITY** agrees to pay **CONSULTANT** and **CONSULTANT** agrees to accept the amount of **Eleven Thousand Three Hundred Eighty Seven Dollars and Sixty-One Cents (\$11,387.61)**.

5. OWNERSHIP OF MATERIALS

All electronic and hardcopy drawings, designs, data, reports, documents, discs, diskettes or other material ("Documents") first prepared, developed or discovered by or for **CONSULTANT** during the course of providing services pursuant to this Agreement shall be the property of the **CITY**, whether or not the services are completed, and all common law and statutory copyrights now held or acquired in the future by the **CONSULTANT** in the documents are hereby assigned to the **CITY**. **CONSULTANT** shall deliver all Documents to the **CITY** no later than the earlier of: (a) the date of final completion of the services, or (b) the date this Agreement is terminated for any reason prior to final completion of the services. If this Agreement is terminated for any reason, the **CITY** and its agents, employees, representatives and/or assigns may use the Documents, in whole or in part, or in modified form, at **CITY's** sole discretion.

6. INDEPENDENT CONTRACTOR STATUS

CONSULTANT, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), is a wholly independent Consultant 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 **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.

7. 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.

8. **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.

9. **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 defend, indemnify and save the **CITY** from any and all liability and expense including 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 in any way resulting from or arising out of the negligent or intentional acts or omissions for **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 sole negligence or willful misconduct of the **CITY**.

10. **INSURANCE**

A. Without limiting the **CONSULTANT's** indemnification of the **CITY**,

CONSULTANT shall provide and maintain, at its own expense, and require any of its subconsultant's to maintain, during the term of this Agreement the following program(s) of insurance covering its operations as applicable hereunder in this Agreement.

Such insurance, which shall be provided by insurer(s) satisfactory to the **CITY's** Risk Manager, shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the **CITY**. Evidence of insurance shall be delivered to the **CITY** at the time of **CONSULTANT's** execution of this Agreement. 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, including at least ten (10) day notice of any non-payment of premium(s). 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**. Program(s) of insurance shall include:

a. General Liability: **CONSULTANT** shall provide and maintain at its own expense during the term of this Agreement a program, including but not limited to commercial general liability, inclusive of contractual liability, personal injury liability and broad form property damage with a combined single limit of 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. Workers' Compensation Insurance: **CONSULTANT** 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 **CONSULTANT** and all risks to such persons under the Agreement.

c. Professional Liability: Insurance covering liability from any error, omission, negligent or wrongful act of the **CONSULTANT**, its officers, employees, agents and professional consultants of at least **One Million Dollars (\$1,000,000.00)**. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

d. Insurance Endorsements. The general liability insurance policy shall be endorsed with the following language:

.1 The City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers are to be named, covered and endorsed as "**additional insureds**" with respect to liability arising out of the activities of the **CONSULTANT**.

.2 The insurer waives all rights of subrogation against the **CITY**.

.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the **CITY**.

.4 Identity of the insured(s) and the project subject to this Agreement.

B. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONSULTANT** under the terms of the Agreement. **CONSULTANT** 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 **CONSULTANT's** work.

CONSULTANT shall ensure any and all subconsultants performing services under this Agreement meet the insurance requirements of this Agreement.

11. 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*.

12. 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.

13. 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.

14. COMPLIANCE WITH LAW

All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal laws.

15. CONFIDENTIAL INFORMATION AND ASSIGNMENTS

The **CONSULTANT** and **CITY** shall retain as confidential all information and data furnished by the other party that is known to be confidential or proprietary, or which is clearly identified as such, in connection with this Agreement and such information will not be disclosed or used except to the extent that such disclosure or use is reasonable necessary to the performance of this Agreement, or is required by statute, regulation, ordinance, judicial order or other governmental request.

In addition, neither party shall be liable for disclosure or use of confidential information which: (1) was known by the receiving party at the time of disclosure due to circumstances unrelated to this Agreement; (2) is generally available to the public without breach of this Agreement; (3) is disclosed with the prior written approval of the non-disclosing party; or (4) is required to be released by applicable law or court order.

16. 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.

17. CONSULTANT's BOOKS AND RECORDS

CONSULTANT 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.

CONSULTANT 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 **CONSULTANT's** address indicated for receipt of notices in this Agreement.

18. 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.

19. TERMINATION

Notwithstanding any other provision of this Agreement, this Agreement may be terminated as follows:

a. Either party may terminate this Agreement at any time by giving fifteen (15) days written notice of termination to the other party. If the **CITY** gives such notice of termination, **CONSULTANT** shall cease immediately all work in progress, unless otherwise directed by the **CITY**.

b. If **CONSULTANT** fails to perform or breaches any material obligation under this Agreement and such default continues for a period of seven (7) calendar days after written notice thereof, then, in addition to any other remedies, the **CITY** may terminate this Agreement immediately upon written notice.

c. The **CITY** may terminate this Agreement immediately upon written notice if **CONSULTANT** 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.

d. 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**.

e. Upon termination by either the **CITY** or **CONSULTANT**, **CONSULTANT** shall deliver to the **CITY** all property of the **CITY** in **CONSULTANT's** possession and copies of all reports, documents and other work prepared by **CONSULTANT** pursuant to this Agreement. **CONSULTANT** shall furnish to the **CITY** a final invoice for work performed.

20. 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.

21. GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by and construed under 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.

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 unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

22. EXTENT OF AGREEMENT AND EXHIBITS INCORPORATED

This Agreement and any attachments hereto, constitute 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. Neither party has been induced to make or enter into this Agreement by reason of promise, agreement, representation, statement or warranty other than as herein contained. Nothing in this Agreement shall create any contractual relations between any subconsultant or subcontractor and the CITY.

CONSULTANT's "Proposal to Provide Civil Engineering Plan Review and Final Mapping Services" (dated October 2, 2012).

23. NOTICES

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

TO CONSULTANT:

WILLDAN ENGINEERING
13191 Crossroads Parkway North, Suite
405
Industry, California 91746-3443
Attn: William C. Pagett, P.E.
Senior Vice President
(562) 908-6200
(562) 695-2120 – fax.
(800) 499-4484
www.willdan.com

TO CITY:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Public Works Department
(310) 605-5505
(310) 761-1417 – fax.

Note: A copy of any notice provided to the Successor Agency shall also be provided to: Executive Director, 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.

24. CERTIFICATIONS

CERTIFICATIONS OF CONSULTANT

I, William C. Pagett, P.E., **HEREBY CERTIFY** that I am the Senior Vice President, and duly authorized representative of the **CONSULTANT** firm of **Willdan Engineering**, 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 **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.

William C. Pagett, P.E., Senior Vice President

(Date)

25. MISCELLANEOUS

CONSULTANT 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 **CONSULTANT** 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, 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 _____
William C. Pagett, P.E., Senior Vice President

CITY OF COMPTON
Recommended for Approval:

Dated: _____

By _____
Harold Williams, (Interim) Director
Public Works Department

Approved By:

Dated: _____ By _____
G. Harold Duffey, City Manager

Approved as to form:

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

ATTEST:

Dated: _____ By _____
Alita Godwin, City Clerk

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COMPTON
AND
QUANTUM QUALITY CONSULTING, INC.**

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220 and **QUANTUM QUALITY CONSULTING, INC.** (hereinafter referred to as "**CONSULTANT**") located at 2720 Sepulveda Boulevard, Suite 100, Torrance, California 90505.

RECITALS:

WHEREAS, the **CITY** has determined that there is a need to employ the services of a qualified and experienced engineering firm to provide plan check review services; and

WHEREAS, CONSULTANT (Quantum Quality Consulting, Inc.) 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, by Resolution No. _____, adopted on the ____ day of _____, 2012, the City Council gave approval to award a contract to the **CONSULTANT** to provide the services required on an "as-needed" basis; and

WHEREAS, CONSULTANT is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

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

AGREEMENT:

1. SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT

It is the mutual understanding of the parties that the **CONSULTANT** shall perform and provide civil engineering services, to include but not be limited to:

- Review Preliminary Parcel Maps and Preliminary Tract Maps for conformance with applicable regulations, standards and requirements
- Review hydrology studies, Standard Urban Stormwater Mitigation Plans (SUSMPs), Storm Water Mitigation Plan (SWMPs), Storm Water Pollution Prevention Plans (SWPPPs) and other plans, studies and reports for conformance with applicable regulations, standards and requirements. Approve, stamp and sign those determined to be in conformance with applicable regulations, standards and requirements

- Review Grading and Drainage Plans, Erosion Control Plans for conformance with applicable regulations, standards and requirements. Approve, stamp and sign Plans Grade and Drainage Plans, Erosion Control Plans
- Review public construction plans required of development projects for compliance with applicable regulations, standards, requirements and recommendations
- Prepare correction lists for deficient maps, plans, studies and reports signed by the person who reviewed the submittal

as further described in **CONSULTANT's "Proposal for Plan Check and Review Services"**, (dated May 1, 2012) and incorporated herein by this reference.

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.

Acceptance by **CITY** of the work performed under this Agreement does not operate as a release of said **CONSULTANT** from such professional responsibility for the services performed.

2. **ASSIGNMENT OF PERSONNEL**

CONSULTANT has, or will secure, all personnel required to perform the services under this Agreement. **CONSULTANT** shall make available other qualified personnel of the firm as may be required to complete **CONSULTANT's** services. The **CITY** and **CONSULTANT** agree such personnel are employees only of **CONSULTANT** and shall not be considered to be employees of the **CITY** in any way whatsoever.

Douglas Preble, P.E., Supervising Civil Engineer of **CONSULTANT**, shall be primarily responsible for representing **CONSULTANT** in performance of this Agreement.

3. **TERM OF AGREEMENT**

The term of this Agreement shall extend from July 1, 2012 to June 30, 2013 on an "as-needed" basis, unless this Agreement is terminated as provided herein.

4. **COMPENSATION**

The method of payment for the services will be based on a fee-for-services basis, billable at the rates identified within **CONSULTANT's "Fee Schedule"**, which is

attached hereto and incorporated herein. It is understood and agreed between the parties that the maximum compensation payable for the services to be provided by the **CONSULTANT** during the term of this Agreement shall be limited to a not-to-exceed amount of **Ten Thousand Dollars (\$10,000.00)**.

If **CONSULTANT** fails to perform or submit the required services, the **CITY** shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein. **CONSULTANT** shall furnish to the **CITY** an itemized invoice and monthly report for all work performed during the preceding month. The accompanying reports shall include work activities performed and hours.

CONSULTANT shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the **CITY** of itemized invoices and report 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 and reports shall be delivered or mailed to the **Director, Public Works Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220**.

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

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; 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.

5. OWNERSHIP OF MATERIALS

All electronic and hardcopy drawings, designs, data, reports, documents, discs, diskettes or other material ("Documents") first prepared, developed or discovered by or for **CONSULTANT** during the course of providing services pursuant to this Agreement shall be the property of the **CITY**, whether or not the services are completed, and all common law and statutory copyrights now held or acquired in the future by the **CONSULTANT** in the documents are hereby assigned to the **CITY**. **CONSULTANT** shall deliver all Documents to the **CITY** no later than the earlier of: (a) the date of final completion of the services, or (b) the date this Agreement is terminated for any reason prior to final completion of the services. If this Agreement is terminated for any reason, the **CITY** and its agents, employees, representatives and/or assigns may use the Documents, in whole or in part, or in modified form, at **CITY's** sole discretion.

6. INDEPENDENT CONTRACTOR STATUS

CONSULTANT, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), is a wholly independent Consultant 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 **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.

7. 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.

8. 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.

9. 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 defend, indemnify and save the **CITY** from any and all liability and expense including 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 in any way resulting from

or arising out of the negligent or intentional acts or omissions for **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 sole negligence or willful misconduct of the **CITY**.

10. INSURANCE

A. Without limiting the **CONSULTANT's** indemnification of the **CITY**, **CONSULTANT** shall provide and maintain, at its own expense, and require any of its subconsultant's to maintain, during the term of this Agreement the following program(s) of insurance covering its operations as applicable hereunder in this Agreement.

Such insurance, which shall be provided by insurer(s) satisfactory to the **CITY's** Risk Manager, shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the **CITY**. Evidence of insurance shall be delivered to the **CITY** at the time of **CONSULTANT's** execution of this Agreement. 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, including at least ten (10) day notice of any non-payment of premium(s). 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**. Program(s) of insurance shall include:

a. **General Liability:** **CONSULTANT** shall provide and maintain at its own expense during the term of this Agreement a program, including but not limited to commercial general liability, inclusive of contractual liability, personal injury liability and broad form property damage with a combined single limit of 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. **Workers' Compensation Insurance:** **CONSULTANT** 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 **CONSULTANT** and all risks to such persons under the Agreement.

c. **Professional Liability:** Insurance covering liability from any error, omission, negligent or wrongful act of the **CONSULTANT**, its officers, employees, agents and professional consultants of at least **One Million Dollars (\$1,000,000.00)**. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

d. Insurance Endorsements. The general liability insurance policy shall be endorsed with the following language:

.1 The City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers are to be named, covered and endorsed as “**additional insureds**” with respect to liability arising out of the activities of the **CONSULTANT**.

.2 The insurer waives all rights of subrogation against the **CITY**.

.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the **CITY**.

.4 Identity of the insured(s) and the project subject to this Agreement.

B. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONSULTANT** under the terms of the Agreement. **CONSULTANT** 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 **CONSULTANT's** work.

CONSULTANT shall ensure any and all subconsultants performing services under this Agreement meet the insurance requirements of this Agreement.

11. 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*.

12. 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.

13. 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.

14. COMPLIANCE WITH LAW

All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal laws.

15. CONFIDENTIAL INFORMATION AND ASSIGNMENTS

The **CONSULTANT** and **CITY** shall retain as confidential all information and data furnished by the other party that is known to be confidential or proprietary, or which is clearly identified as such, in connection with this Agreement and such information will not be disclosed or used except to the extent that such disclosure or use is reasonable necessary to the performance of this Agreement, or is required by statute, regulation, ordinance, judicial order or other governmental request.

In addition, neither party shall be liable for disclosure or use of confidential information which: (1) was known by the receiving party at the time of disclosure due to circumstances unrelated to this Agreement; (2) is generally available to the public without breach of this Agreement; (3) is disclosed with the prior written approval of the non-disclosing party; or (4) is required to be released by applicable law or court order.

16. 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.

17. CONSULTANT's BOOKS AND RECORDS

CONSULTANT 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.

CONSULTANT 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 **CONSULTANT's** address indicated for receipt of notices in this Agreement.

18. 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.

19. TERMINATION

Notwithstanding any other provision of this Agreement, this Agreement may be terminated as follows:

a. Either party may terminate this Agreement at any time by giving fifteen (15) days written notice of termination to the other party. If the **CITY** gives such notice of termination, **CONSULTANT** shall cease immediately all work in progress, unless otherwise directed by the **CITY**.

b. If **CONSULTANT** fails to perform or breaches any material obligation under this Agreement and such default continues for a period of seven (7) calendar days after written notice thereof, then, in addition to any other remedies, the **CITY** may terminate this Agreement immediately upon written notice.

c. The **CITY** may terminate this Agreement immediately upon written notice if **CONSULTANT** 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.

d. 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**.

e. Upon termination by either the **CITY** or **CONSULTANT**, **CONSULTANT** shall deliver to the **CITY** all property of the **CITY** in **CONSULTANT's** possession and copies of all reports, documents and other work prepared by **CONSULTANT** pursuant to this Agreement. **CONSULTANT** shall furnish to the **CITY** a final invoice for work performed.

20. AMENDMENTS

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

21. GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by and construed under 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.

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 unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

22. EXTENT OF AGREEMENT AND EXHIBITS INCORPORATED

This Agreement and any attachments hereto, constitute 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. Neither party has been induced to make or enter into this Agreement by reason of promise, agreement, representation, statement or warranty other than as herein contained. Nothing in this Agreement shall create any contractual relations between any subconsultant or subcontractor and the **CITY**.

23. NOTICES

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

TO CONSULTANT:

QUANTUM QUALITY CONSULTING, INC.
2720 Sepulveda Boulevard, Suite 100
Torrance, California 90505
(310) 891-3994
(310) 891-3995
thequantumconsulting.com

TO CITY:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Public Works Department
(310) 605-5505
(310) 761-1417 – fax.

Note: A copy of any notice provided to the Successor Agency shall also be provided to: Executive Director, 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.

24. CERTIFICATIONS

CERTIFICATIONS OF CONSULTANT

I, Frank Bigdeli, P.E., **HEREBY CERTIFY** that I am the President, and duly authorized representative of the **CONSULTANT** firm, 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 **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.

Frank Bigdeli, P.E., President

(Date)

25. MISCELLANEOUS

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

QUANTUM QUALITY CONSULTING, INC.
CONSULTANT

Dated: _____

By _____
Frank Bigdeli, P.E., President

CITY OF COMPTON
Recommended for Approval:

Dated: _____ By _____
Harold Williams, (Interim) Director
Public Works Department

Approved By:

Dated: _____ By _____
G. Harold Duffey, City Manager

Approved as to form:

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

ATTEST:

Dated: _____ By _____
Alita Godwin, City Clerk

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COMPTON
AND
JEFF THIERRY, TRAFFIC ENGINEER**

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220 and **JEFF THIERRY, T.E.** (hereinafter referred to as "**CONSULTANT**") located at 11722 South Saint Andrews Place, Los Angeles, California 90047.

RECITALS:

WHEREAS, the **CITY** has determined that there is a need to employ the services of a qualified and experienced traffic engineer to provide traffic control plan review services, in addition to other traffic related matters; and

WHEREAS, CONSULTANT (Jeff Thierry. T.E.) warrants that he is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this project; and

WHEREAS, by Resolution No. _____, adopted on the ____ day of _____, 2012, the City Council gave approval to award a contract to the **CONSULTANT** to provide the services required on an "as-needed" basis; and

WHEREAS, CONSULTANT is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

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

AGREEMENT:

1. SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT

It is the mutual understanding of the parties that the **CONSULTANT** shall perform and provide civil engineering services, to include but not be limited to:

- Provide Traffic Advisory Services for all traffic related concerns
- Function as acting City Traffic Engineer at Public Safety and Traffic Commission meetings as needed/requested
- Work closely with City Liaison (Public Works Director) on traffic related issues
- Assist with administering Traffic Signal Warrant studies in determining need to install traffic signal systems, when needed
- Conduct speed studies (engineering and traffic surveys) to determine speed limits on roadways
- Conduct technical review of traffic related work done by consultants
- Complete traffic collision investigation review
- Conduct technical review Geometric Signing and Striping plans and Traffic Control Plans

- Work with school personnel to address school pedestrian safety and traffic circulation issues

as further described in **CONSULTANT's Proposal for "Traffic Engineering Services"** (dated September 24, 2012) and incorporated herein by this reference.

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.

Acceptance by **CITY** of the work performed under this Agreement does not operate as a release of said **CONSULTANT** from such professional responsibility for the services performed.

2. **ASSIGNMENT OF PERSONNEL**

CONSULTANT has, or will secure, all personnel required to perform the services under this Agreement. **CONSULTANT** shall make available other qualified personnel of the firm as may be required to complete **CONSULTANT's** services. The **CITY** and **CONSULTANT** agree such personnel are employees only of **CONSULTANT** and shall not be considered to be employees of the **CITY** in any way whatsoever.

3. **TERM OF AGREEMENT**

The term of this Agreement shall commence upon "Notification of Services Needed" and extend to June 30, 2013 on an "as-needed" basis, unless this Agreement is terminated as provided herein.

4. **COMPENSATION**

The method of payment for the services will be based on a fee-for-services basis, billable at the rates of **\$95.00 per hour**. It is understood and agreed between the parties that the maximum compensation payable for the services to be provided by the **CONSULTANT** during the term of this Agreement shall be limited to a not-to-exceed amount of **Fourteen Thousand Dollars (\$14,000.00)**.

If **CONSULTANT** fails to perform or submit the required services, the **CITY** shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein. **CONSULTANT** shall furnish to the **CITY** an itemized invoice and monthly report for all work performed during the preceding month. The accompanying reports shall include work activities performed and hours.

CONSULTANT shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the **CITY** of itemized invoices and report 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 and reports shall be delivered or mailed to the **Director, Public Works Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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

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; 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.

5. OWNERSHIP OF MATERIALS

All electronic and hardcopy drawings, designs, data, reports, documents, discs, diskettes or other material ("Documents") first prepared, developed or discovered by or for **CONSULTANT** during the course of providing services pursuant to this Agreement shall be the property of the **CITY**, whether or not the services are completed, and all common law and statutory copyrights now held or acquired in the future by the **CONSULTANT** in the documents are hereby assigned to the **CITY**. **CONSULTANT** shall deliver all Documents to the **CITY** no later than the earlier of: (a) the date of final completion of the services, or (b) the date this Agreement is terminated for any reason prior to final completion of the services. If this Agreement is terminated for any reason, the **CITY** and its agents, employees, representatives and/or assigns may use the Documents, in whole or in part, or in modified form, at **CITY's** sole discretion.

6. INDEPENDENT CONTRACTOR STATUS

CONSULTANT, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), is a wholly independent Consultant 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 **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.

7. 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.

8. **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.

9. **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 defend, indemnify and save the **CITY** from any and all liability and expense including 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 in any way resulting from or arising out of the negligent or intentional acts or omissions for **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 sole negligence or willful misconduct of the **CITY**.

10. **INSURANCE**

A. Without limiting the **CONSULTANT's** indemnification of the **CITY**,

CONSULTANT shall provide and maintain, at its own expense, and require any of its subconsultant's to maintain, during the term of this Agreement the following program(s) of insurance covering its operations as applicable hereunder in this Agreement.

Such insurance, which shall be provided by insurer(s) satisfactory to the **CITY's** Risk Manager, shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the **CITY**. Evidence of insurance shall be delivered to the **CITY** at the time of **CONSULTANT's** execution of this Agreement. 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, including at least ten (10) day notice of any non-payment of premium(s). 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**. Program(s) of insurance shall include:

a. General Liability: **CONSULTANT** shall provide and maintain at its own expense during the term of this Agreement a program, including but not limited to commercial general liability, inclusive of contractual liability, personal injury liability and broad form property damage with a combined single limit of 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. Workers' Compensation Insurance: **CONSULTANT** 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 **CONSULTANT** and all risks to such persons under the Agreement.

c. Professional Liability: Insurance covering liability from any error, omission, negligent or wrongful act of the **CONSULTANT**, its officers, employees, agents and professional consultants of at least **One Million Dollars (\$1,000,000.00)**. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

d. Insurance Endorsements. The general liability insurance policy shall be endorsed with the following language:

.1 The City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers are to be named, covered and endorsed as "**additional insureds**" with respect to liability arising out of the activities of the **CONSULTANT**.

.2 The insurer waives all rights of subrogation against the **CITY**.

.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the **CITY**.

.4 Identity of the insured(s) and the project subject to this Agreement.

B. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONSULTANT** under the terms of the Agreement. **CONSULTANT** 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 **CONSULTANT's** work.

CONSULTANT shall ensure any and all subconsultants performing services under this Agreement meet the insurance requirements of this Agreement.

11. 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*.

12. 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.

13. 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.

14. COMPLIANCE WITH LAW

All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal laws.

15. CONFIDENTIAL INFORMATION AND ASSIGNMENTS

The **CONSULTANT** and **CITY** shall retain as confidential all information and data furnished by the other party that is known to be confidential or proprietary, or which is clearly identified as such, in connection with this Agreement and such information will not be disclosed or used except to the extent that such disclosure or use is reasonable necessary to the performance of this Agreement, or is required by statute, regulation, ordinance, judicial order or other governmental request.

In addition, neither party shall be liable for disclosure or use of confidential information which: (1) was known by the receiving party at the time of disclosure due to circumstances unrelated to this Agreement; (2) is generally available to the public without breach of this Agreement; (3) is disclosed with the prior written approval of the non-disclosing party; or (4) is required to be released by applicable law or court order.

16. 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.

17. CONSULTANT's BOOKS AND RECORDS

CONSULTANT 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.

CONSULTANT 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 **CONSULTANT's** address indicated for receipt of notices in this Agreement.

18. 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.

19. TERMINATION

Notwithstanding any other provision of this Agreement, this Agreement may be terminated as follows:

a. Either party may terminate this Agreement at any time by giving fifteen (15) days written notice of termination to the other party. If the **CITY** gives such notice of termination, **CONSULTANT** shall cease immediately all work in progress, unless otherwise directed by the **CITY**.

b. If **CONSULTANT** fails to perform or breaches any material obligation under this Agreement and such default continues for a period of seven (7) calendar days after written notice thereof, then, in addition to any other remedies, the **CITY** may terminate this Agreement immediately upon written notice.

c. The **CITY** may terminate this Agreement immediately upon written notice if **CONSULTANT** 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.

d. 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**.

e. Upon termination by either the **CITY** or **CONSULTANT**, **CONSULTANT** shall deliver to the **CITY** all property of the **CITY** in **CONSULTANT's** possession and copies of all reports, documents and other work prepared by **CONSULTANT** pursuant to this Agreement. **CONSULTANT** shall furnish to the **CITY** a final invoice for work performed.

20. 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.

21. GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by and construed under 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.

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 unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

22. EXTENT OF AGREEMENT AND EXHIBITS INCORPORATED

This Agreement and any attachments hereto, constitute 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. Neither party has been induced to make or enter into this Agreement by reason of promise, agreement, representation, statement or warranty other than as herein contained. Nothing in this Agreement shall create any contractual relations between any subconsultant or subcontractor and the **CITY**.

23. NOTICES

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

TO CONSULTANT:

JEFF THIERRY, T.E.
11722 South Saint Andrews Place
Los Angeles, California 90047
(323) 309-1816
tntthierry@aol.com

TO CITY:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Public Works Department
(310) 605-5505
(310) 761-1417 – fax.

Note: A copy of any notice provided to the Successor Agency shall also be provided to: Executive Director, 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.

24. CERTIFICATIONS

CERTIFICATIONS OF CONSULTANT

I, Jeff Thierry, T.E., **HEREBY CERTIFY** that I am the President, and duly authorized representative of the **CONSULTANT** firm, 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 **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.

Jeff Thierry, T.E., President

(Date)

25. MISCELLANEOUS

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

JEFF THIERRY, T.E./CONSULTANT

Dated: _____

By _____
Jeff Thierry, T.E., President

CITY OF COMPTON
Recommended for Approval:

Dated: _____

By _____
Harold Williams, (Interim) Director
Public Works Department

#15.

Professional Services Agreement – Jeff Thierry, T.E.
Traffic Engineering Services
[Resolution No. ____]

Approved By:

Dated: _____

By _____
G. Harold Duffey, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO PROFESSIONAL SERVICE AGREEMENTS AND ISSUE PURCHASE ORDERS TO WILLDAN ENGINEERING, QUANTUM QUALITY CONSULTING, INC. AND JEFF THIERRY, P.E., FOR PLAN REVIEW AND TRAFFIC ENGINEERING SERVICES

Harold C. Williams
DEPARTMENT MANAGER’S SIGNATURE

10/16/2012 12:46:56 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

10/30/2012 10:06:54 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

11/1/2012 5:05:13 PM
DATE

G. Harold Duffey
CITY MANAGER

10/29/2012 8:35:08 PM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

November 13, 2012

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: TERRANCE DAVIS, ASSISTANT CITY MANAGER

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CONSOLIDATING THE DEPARTMENTS OF PUBLIC WORKS AND WATER TO ESTABLISH THE DEPARTMENT OF PUBLIC WORKS AND MUNICIPAL UTILITIES

SUMMARY

The City Manager is requesting that the City Council consider the adoption of an ordinance consolidating the Public Works Department and Municipal Water Department to create the Department of Public Works and Municipal Utilities to provide more integrated and efficient management of the engineering design, construction and maintenance of the City's critical infrastructure.

BACKGROUND

The City of Compton currently has two distinct departments with engineering responsibilities related to the rehabilitation and replacement of the City's above and below ground infrastructure. The Public Works Department is responsible for roadways, traffic signals, street lighting, sewer and storm drainage systems. In distinction, the Water Department is responsible for water distribution system assets, including underground transmission pipes, meters, wells, and pumping stations. Accordingly, the associated engineering responsibilities are segregated, which diminishes the City's ability to manage projects in a strategic manner.

Section 709 of the City of Compton Charter outlines the Powers and Duties of the City Engineer. Specifically, Section 709(a) specifies that the City Engineer is required to ... "Supervise and be responsible for all City engineering work." The majority of the City's capital improvement projects (CIPs) are managed by the Public Works Department, which provides engineering design, construction and contractor oversight. Consequently, given the City's present organizational structure, the Director of Public Works fulfills the duties of City Engineer as defined by the Charter.

STATEMENT OF ISSUE

The California Constitution grants charter cities the power to make and enforce all ordinances and regulations with respect to municipal affairs. Section 704 of the Compton City Charter authorizes the City Council to *"...provide by ordinance the creation and abolishment of other appointive officers or department."*

The proposed ordinance seeks to improve the management and operation of the City's Public Works and Water Departments through the creation of the Department of Public Works and Municipal Utilities. For Fiscal Year 2012-2013, these departments manage a combined \$15 million in annual CIPs related to roadways, traffic signal, street lighting, sewer, storm drainage and water distribution improvements. The locations and

#16.

**Staff Report – Ordinance Consolidating Public Works/
Water Departments to Establish Department of
Public Works and Municipal Utilities
November 13, 2012, page 2**

functions of these key City assets are integrated and interdependent, which makes it imperative that the engineering design and planning for infrastructure related projects is managed from a singular, strategic perspective.

As mentioned, the City's existing organizational structure is not conducive to this objective, as CIPs are not managed through a broad citywide asset management approach, which is the typical best management practice for the municipal engineering industry. The creation of the Department of Public Works and Municipal Utilities provides the structural and management changes necessary to address this issue.

While the integration of engineering functions is paramount to the proposed new department, the consolidation would also allow for more effective allocation of administrative resources through the centralization of other department functions. Specifically, the combination of administrative functions such as contracts management, budget development and planning and customer service, would provide new opportunities to increase the efficiency of project and service delivery to citizens and businesses. In addition, it also provides cost savings potential by allowing the department to leverage combined project bids and contracts at larger scale. The majority of operations and maintenance staff would remain largely unaffected by the proposed consolidation due to the narrow technical expertise required for those functions.

ALTERNATIVE

The City Council can choose not to adopt this ordinance and direct staff to return at the Fiscal 2012-2013 midyear with additional recommendations on this item.

FINANCIAL IMPACT

Potential savings from improved management and operation of the City's Public Works and Water Departments through consolidation of the overlapping functions; such as more effective allocation of administrative resources by combining of functions like contracts management, budget development, planning, customer service and cost leverage in project bidding processes and contract letting on a larger scale.

RECOMMENDATIONS

It is recommended that the ordinance be adopted, consolidating of the Public Works and Water Departments to establish the Department of Public Works and Municipal Utilities.

**TERRANCE DAVIS
ASSISTANT CITY MANAGER**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CONSOLIDATING THE DEPARTMENTS OF PUBLIC WORKS AND WATER TO ESTABLISH THE DEPARTMENT OF PUBLIC WORKS AND MUNICIPAL UTILITIES.

WHEREAS, the California Constitution grants charter cities the power to make and enforce all ordinances and regulations with respect to municipal affairs; and

WHEREAS, Section 704 of the Compton City Charter authorizes the City Council to “... *provide by ordinance the creation and abolishment of other appointive officers or department*”; and

WHEREAS, the City’s organizational structure has two (2) distinct departments; Public Works and Municipal Water Departments; with engineering responsibilities related to the rehabilitation and replacement of the City’s above and below ground infrastructure; and

WHEREAS, the Public Works Department is responsible for roadways, traffic signals, street lighting, sewer and storm drainage systems, while in distinction, the Water Department is responsible for water distribution system assets, including underground transmission pipes, meters, wells, and pumping stations; and

WHEREAS, as currently structured, the associated engineering responsibilities of the Public Works and Water Departments are segregated, diminishing the City’s ability to manage projects in a strategic manner; and

WHEREAS, Section 709 of the Compton City Charter specifics that the City Engineer is required to “...*Supervise and be responsible for all City engineering work*”; and

WHEREAS, the majority of the City’s Capital Improvement Projects (CIPs) are managed by the Public Works Department, which provides engineering design, construction and contract oversight; and

WHEREAS, the management of the locations and functions of the City’s CIPs relative to roadways, traffic signals, street lighting, sewer, storm drainage and water distribution improvements should be integrated and interdependent, thus making it imperative that the engineering design and planning for infrastructure related projects be managed from a singular, strategic perspective; and

WHEREAS, the City Manager has reviewed the responsibilities of these two (2) departments and recommends that in order to serve the City’s best needs, the Public Works and Municipal Water Departments be consolidated into one department based on commonality of functions, and established as the Department of Public Works and Municipal Utilities.

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

Section 1. That pursuant to Section 704 of the Compton City Charter, the Public Works Department and the Compton Municipal Water Department are hereby abolished as separate departments of the City of Compton, and shall be consolidated to establish the Department of Public Works and Municipal Utilities.

Section 2. The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance hereby adopted be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance hereby adopted shall remain in full force and effect.

Section 3. That a copy of this Ordinance shall be filed in the offices of the City Clerk and every department of the City.

Section 4. That this Ordinance shall take effect thirty (30) days after its adoption.

Section 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause the same to be published as required by law.

ADOPTED this ____ day of _____, 2012.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton hereby certify that the foregoing Ordinance was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2012.

That said Ordinance 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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CONSOLIDATING THE DEPARTMENTS OF PUBLIC WORKS AND WATER TO ESTABLISH THE DEPARTMENT OF PUBLIC WORKS AND MUNICIPAL UTILITIES.

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

10/31/2012 11:57:44 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

11/1/2012 6:02:14 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

11/1/2012 5:36:55 PM
DATE

G. Harold Duffey
CITY MANAGER

11/1/2012 6:54:01 AM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

November 13, 2012

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN EXTENSION OF THE AGREEMENT WITH MUNISERVICES, LLC TO PROVIDE UTILITY USERS' TAX/FRANCHISE COMPLIANCE AND REVENUE PROTECTION SERVICES.

SUMMARY

This Resolution will authorize the City Manager to extend the professional services agreement with MuniServices, LLC, for a period of five (5) years, for provision of Utility Users' Tax and Franchise compliance and revenue protection services.

BACKGROUND

Pursuant to Resolution No. 22,761, in October 2008, the City entered into a five (5) year agreement with MuniServices, LLC (formerly MBIA MuniServices Company), to provide auditing, geocoding and consulting for Utility Users Tax/Franchise Compliance and Revenue Protection services. Concurrently, the City also entered into a *companion* five (5) year agreement with Attorney Donald H. Maynor, to consult and advise the City Attorney and MuniServices, LLC, in connection with legal issues that arise in audit and compliance activities. The services provided by MuniServices have included performance of compliance review activity and revenue protection services in the following areas:

- **Compliance Review Services:** Compliance reviews of major utility providers, with a focus on common client issues, to assure the UUT is being properly applied to taxable services and charges and the franchise fee formula is being properly applied to the revenue base. MuniServices and the City utilize the legal expertise of Attorney Maynor on matters requiring legal analysis or interpretation of ordinances, utility franchises, laws and IRS letter rulings.
- **Geocode Information and Review:** Development and maintenance of proprietary address range database to assure accurate address range information regarding the City's boundaries. Databases reflect latest available LAFCO information regarding City boundary changes due to annexations or other municipal reorganizations.

#17.

Staff Report Re Resolution Extend Agreement MuniServices For UUT/Franchise Compliance/Revenue Enhancement November 13, 2012

- **UUT Business Detection:** Performance of periodic compliance reviews of major utility providers and utilization of detection tools to verify whether companies are doing business within the City, and then identify possible non-complying companies for enforcement actions.
- **UUT Payment Calculations and Deviations:** Identification of possible gaps in payments, calculation mistakes and other payment errors.
- **Revenue Protection Services:** In consultation and cooperation with Attorney Maynor, provide reviews and recommended updates to the City's UUT ordinance, administrative rulings and utility franchise agreements; monitoring of proposed state and federal legislation to identify issues affecting the City's UUT or utility franchise revenues and make recommendations; monitoring of various regulatory proceedings affecting the deregulation of the various utilities and make recommendations; provide City with periodic newsletters, special communications and legislative bulletins.

STATEMENT OF ISSUE

MuniServices, LLC has consistently provided municipal revenue enhancement services since 1972 by helping municipalities preserve, enhance and manage their revenue base. Working exclusively in the government sector, MuniServices is one of the few firms in the country providing Revenue Discovery, Audit, Collections and Information Services that encompass every municipal tax source.

The City has worked with MuniServices for a number of years in the area of Utility Users' Tax audit services under a performance-based arrangement tied to a percentage of new revenue received. As with the previous agreement, the City will pay a quarterly fixed fee for the services rendered, equivalent to the greater of: 1) one-half percent (0.5%) of the total Utility Users' Tax revenues received by the City (excluding UUT revenues derived from sewer, water, trash or CATV) based on the prior fiscal year, or 2) Ten Thousand Dollars (\$10,000.00). The annual fixed fee shall not exceed Ninety Five thousand Dollars (\$95,000.00).

FISCAL IMPACT

The estimated fiscal impact of this proposed action is a net gain to the General Fund commensurate with the amount of new revenues identified for the City less the quarterly fixed fee of one-half percent (0.5%) of the UUT revenues received by the City based on the prior fiscal year or \$10,000.00.

**Staff Report Re Resolution Extend Agreement MuniServices
For UUT/Franchise Compliance/Revenue Enhancement
November 13, 2012**

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution.

**G. HAROLD DUFFEY
CITY MANAGER**

GHD:CJC:RAR:rar

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN EXTENSION OF THE AGREEMENT WITH MUNISERVICES, LLC TO PROVIDE UTILITY USERS' TAX/FRANCHISE COMPLIANCE AND REVENUE PROTECTION SERVICES.

WHEREAS, the City of Compton receives revenue from the Utility Users' Taxes from telephone, gas, electric, and cellular phone users; and

WHEREAS, services the City provides to its residents depend on the City receiving its rightful revenue due from these various revenue sources; and

WHEREAS, due to reporting errors and omissions, Utility Users' Tax and Franchise compliance revenue receipts do not always reflect that full amount that is due to the City; and

WHEREAS, pursuant to Resolution No. 22,761, in October 2008, the City entered into a five (5) year agreement with MuniServices, LLC (formerly MBIA MuniServices Company), to provide auditing, geocoding and consulting for Utility Users' Tax and Franchise Compliance and Revenue Protection services; and

WHEREAS, the agreement with MuniServices, LLC has resulted in the recovery of over a million dollars in recovered funds; and

WHEREAS, the City desires to extend the agreement with MuniServices, LLC for Utility Users' Tax/Franchise compliance services to capture revenue to the City with no impact on the General Fund.

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

Section 1. That the City Manager, upon the approval of the City Attorney, is authorized to extend the agreement with MuniServices, LLC to provide Utility Users' Tax/Franchise compliance and revenue protection services for the City of Compton.

Section 2. That the term of the extension to the agreement shall be from October 1, 2012 through September 30, 2017.

Section 3. That the City Manager is authorized to pay a quarterly fixed fee for services rendered, equivalent to the greater of: 1) one-half percent (0.5%) of the total Utility Users' Tax revenues received by the City (excluding UUT revenues derived from sewer, water, trash or CATV) based on the prior fiscal year, or 2) Ten Thousand Dollars (\$10,000) ("Minimum Fee") to MuniServices LLC for new revenues secured as a result of the agreement. The Minimum Fee shall be increased at a rate of two percent (2%) each year over the term of the agreement.

Section 4. That the fixed fee amount will be paid in quarterly increments from Account No. 1001-510-000-4269.

Section 5. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Controller, and City Attorney.

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

ADOPTED this ____ day of _____, 2012.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2012.

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

Amendment to Consulting Services Agreement

This Amendment No. 1 is made as of September _____ 2012, by and between MuniServices, LLC, a Delaware limited liability company ("MuniServices") and the City of Compton, a municipal corporation of the State of California ("City") (collectively, the "Parties").

RECITALS

- On or about September 30, 2008, City and Consultant entered into an agreement for Auditing, GeoCoding, and Associated Consulting Services for Utility Users Tax/Franchise Compliance and Revenue Protection Program ("UUT") (the "Agreement").
- The term of the Agreement ends on September 30, 2012.
- The Parties desire to extend the term of the Agreement for an additional five year period.

The Parties therefore agree as follows:

1. Amend Section 5 Compensation/Term. Add the following Section E:

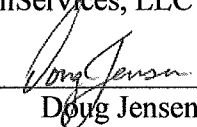
E. Term. The initial term of this Agreement shall be for a five year period commencing on October 1, 2008 and ending on September 30, 2012. Thereafter the Parties will have the option to renew the Agreement, in writing, for successive five year terms (each a "Renewal Term").

The Parties desire to exercise the first option to extend the term of the Agreement from October 1, 2012 through September 30, 2017.

2. Other terms. All other terms and conditions of the Agreement remained unchanged.

The parties are signing this Amendment on the date stated in the introductory clause.

Consultant
MuniServices, LLC

By: 
Doug Jensen, SVP Client Services

City of Compton,
a municipal corporation

By: _____
(signature)

(print name/title)

#17.

Agreement between City of Compton
and
MuniServices, LLC
Extend Agreement for UUT/Franchise Compliance and Revenue Protection
Services
[Additional Signature Page- City of Compton]

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

By _____
Alita Godwin, City Clerk

Dated: _____

11/8/2012 9:29:16 AM Ruth Rugley 11/7/2012 5:24:55 PM Stephen Ajobiewe 11/7/2012 12:58:19 PM G. Harold Duffey 11/7/2012 11:26:25 AM Stephen Ajobiewe 11/1/2012 7:51:53 PM G. Harold Duffey

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN EXTENSION OF THE AGREEMENT WITH MUNISERVICES, LLC TO PROVIDE UTILITY USERS' TAX/FRANCHISE COMPLIANCE AND REVENUE PROTECTION SERVICES.

Ruth Rugley
DEPARTMENT MANAGER'S SIGNATURE

11/1/2012 11:16:08 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

11/1/2012 3:03:01 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

11/1/2012 7:09:46 PM
DATE

G. Harold Duffey
CITY MANAGER

11/1/2012 2:35:02 PM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney's review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

November 13, 2012

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

RE: **AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON FIXING THE COMPENSATION FOR THE ELECTED POSITIONS OF THE CITY CLERK, THE CITY TREASURER AND THE CITY ATTORNEY EFFECTIVE AS OF JULY 1, 2013.**

SUMMARY

The City Council will consider adopting an Ordinance that will fix uniform compensation for the elected positions of the City Clerk, the City Treasurer and the City Attorney effective July 1, 2013.

BACKGROUND

Article VII of the Compton City Charter sets forth specific officers of the City and corresponding powers and duties. As concerns the elected positions of City Clerk, City Treasurer and City Attorney, a brief synopsis of these officers' powers and duties include:

Article VII, Section 700. City Clerk:

- Attend all City Council meetings; record and maintain true record of all proceedings of the City Council;
- Maintain ordinance and resolution books which shall record all City ordinances and resolutions;
- Be custodian of the seal of the City;
- Administer oaths or affirmations, take affidavits and depositions pertaining to the business of the City;
- Have charge of all City elections; and
- Devote his/her *full time* during business hours to the duties of the office.

**Staff Report – Urgency Ordinance Fixing Compensation
For City Clerk, City Treasurer, City Attorney Effective 7/1/13
November 13, 2012, page 2**

Article VII, Section 701. City Treasurer:

- Custodian of all public funds belonging to the City, any office, department or agency of the City;
- Receive all monies received by the City;
- Deposit all monies received in depositories designated by the City Council;
- Disburse monies on demand properly audited;
- Prepare and submit to the Controller monthly written reports of all receipts, disbursements and fund balances; and
- Devote his/her *full time* during business hours to the duties of the office.

Article VII, Section 702. City Attorney:

- Represent and advise the City Council and all City officers in all matters of law;
- Represent and appear for the City and any officer or employee in any proceedings in which the City or such officer or employee is concerned or a party;
- Attend all regular meetings of the City Council and give advice or opinion when requested by the City Council or any boards or officers of the City;
- Approve the form of all bonds and contracts made by the City;
- Prepare or review all proposed ordinances or resolutions;
- Prosecute criminal cases for violations of the Charter, City ordinances or misdemeanor offenses for violations of the laws of the State as warranted; and
- Devote his/her *full time* during business hours to the duties of the office.

**Staff Report – Urgency Ordinance Fixing Compensation
For City Clerk, City Treasurer, City Attorney Effective 7/1/13
November 13, 2012, page 3**

STATEMENT OF ISSUE

The California Constitution grants charter cities the power to provide for the compensation of its elected officers. Section 504 of the Compton City Charter provides that the compensation for the elected positions of City Clerk, City Treasurer and City Attorney shall be fixed by ordinance adopted by the City Council; however, the compensation of these non-voting elected officers shall not be increased or diminished after his/her election or appointment, during their term of office or within thirty (30) days prior to the date when nomination papers may be filed.

Even though the vast majority of the responsibilities of these elected officers involve fulfilling the above-delineated charter-mandated duties, over the years their compensation has been divided amongst occasional responsibilities pertaining to various City Commissions and Boards (e.g. Housing Development Commission, Public Finance Authority, Gaming Commission, Urban Community Development Commission and Successor Agency, etc.), which does not accurately reflect the *full time* duties of each of these elected officers or the primary responsibilities and requirements of their respective offices.

The current terms of the City Clerk, the City Treasurer and the City Attorney expire on June 30, 2013, and nomination papers may be filed commencing December 25, 2012. Even though the current total compensation paid to these elected officers will not be increased or diminished by adoption of this Ordinance, it will be consolidated from a number of different accounts to the General Fund salaries account, thus there is an urgent need to adopt this Ordinance at least thirty (30) days prior to the date when nomination papers may be filed in December 2012.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund or Fiscal Year budgets. The compensation to be fixed by the City Council in adopting this Ordinance is the current compensation received by each of these officers. Currently, the compensation for each of these officers is spread among a number of different accounts within the City's fiscal budget; however, it should be noted that the various Commission and Board accounts are not revenue generating and have always been supplied by the General Fund. Adoption of this Ordinance will consolidate the various compensation source accounts into the single General Fund salaries account within the budgets of the City Clerk's Office, the City Treasurer's Office and the City Attorney's Office. These account changes will be reflected in the adoption of the City's Fiscal Year 2013-2014 budget.

#18.

**Staff Report – Urgency Ordinance Fixing Compensation
For City Clerk, City Treasurer, City Attorney Effective 7/1/13
November 13, 2012, page 4**

RECOMMENDATION

It is the recommendation of staff that the Council adopt, as an urgency, the attached Ordinance, to become effective July 1, 2013.

**G. HAROLD DUFFEY
CITY MANAGER**

GHD:CJC:RAR:rar

ORDINANCE NO. _____

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON FIXING THE COMPENSATION FOR THE ELECTED POSITIONS OF THE CITY CLERK, THE CITY TREASURER AND THE CITY ATTORNEY EFFECTIVE AS OF JULY 1, 2013.

WHEREAS, the California Constitution grants charter cities the power to provide for the compensation of its elected officers; and

WHEREAS, Section 504 of the Compton City Charter provides that the compensation for the elected positions of City Clerk, City Attorney and City Treasurer shall be fixed by ordinance adopted by the City Council; however, the compensation of these non-voting elected officers shall not be increased or diminished after his/her election or appointment, during their term of office or within thirty (30) days prior to the date when nomination papers may be filed; and

WHEREAS, the City Clerk is an elected official of the City whose duties are delineated in Section 700 of the Compton City Charter; which include, but are not limited to attending all City Council meetings; recording and maintaining a true record of all proceedings of the City Council; maintaining ordinance and resolution books which shall record all City ordinances and resolutions; administering oaths or affirmations, taking affidavits and depositions pertaining to the business of the City; have charge of all City elections; and devoting his/her full time to the duties of the office; and

WHEREAS, the City Treasurer is an elected official of the City whose duties are delineated in Section 701 of the Compton City Charter; which include, but are not limited to receiving all monies received by the City; depositing all monies received in depositories designated by the City Council; disbursing monies on demand properly audited; preparing and submitting to the Controller monthly written reports of all receipts, disbursements and fund balances; and devoting his/her full time to the duties of the office; and

WHEREAS, the City Attorney is an elected official of the City whose duties are delineated in Section 702 of the Compton City Charter; which include, but are not limited to representing and advising the City Council and all City officers in all matters of law; representing and appearing for the City and any officer or employee in any proceedings in which the City or such officer or employee is concerned or a party; attending all regular meetings of the City Council and give advice or opinion when requested by the City Council or any boards or officers of the City; approving the form of all bonds and contracts made by the City; preparing or reviewing all proposed ordinances or resolutions; prosecuting criminal cases for violations of the Charter, City ordinances or misdemeanor offenses for violations of the laws of the State; and, devoting his/her full time to the duties of the office; and

WHEREAS, even though the vast majority of the responsibilities of these elected officers involve fulfilling the above-delineated charter-mandated duties, over the years their compensation has been divided amongst occasional responsibilities pertaining to various City Commissions and Boards, which does not accurately reflect the *full time* duties of each of these elected officers or the primary responsibilities and requirements of their respective offices; and

WHEREAS, the City Council desires to establish and fix the compensation of the elected positions of the City Clerk, the City Treasurer and the City Attorney based on the full-time responsibilities of their respective offices; and

WHEREAS, the current terms of the City Clerk, the City Treasurer and the City Attorney expire on June 30, 2013, and nomination papers may be filed commencing December 25, 2012; and

WHEREAS, even though the current total compensation paid to these elected officers will not be increased or diminished by adoption of this Ordinance, it will be consolidated from a number of different accounts to the General Fund salaries account, thus there is an urgent need to adopt this Ordinance at least thirty (30) days prior to the date when nomination papers may be filed in December 2012; and

WHEREAS, adoption of this Ordinance will consolidate the various compensation source accounts into the single General Fund salaries account within the budgets of the City Clerk’s Office, the City Treasurer’s Office and the City Attorney’s Office, which will be reflected in the adoption of the City’s Fiscal Year 2013-2014 budget.

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

Section 1. That the base salary for the elected position of the City Clerk shall, effective July 1, 2013, be fixed at **One Hundred Fifteen Thousand Seven Hundred Fifty Three Dollars (\$115,753.00)** annually, payable in bi-weekly installments.

Section 2. That the base salary for the elected position of the City Treasurer shall, effective July 1, 2013, be fixed at **One Hundred Fifteen Thousand Seven Hundred Fifty Three Dollars (\$115,753.00)** annually, payable in bi-weekly installments.

Section 3. That the base salary for the elected position of the City Attorney shall, effective July 1, 2013, be fixed at **One Hundred Seventy Thousand Nine Hundred Dollars (\$170,900.00)** annually, payable in bi-weekly installments.

Section 4. That the base salary for each of the elected positions of the City Clerk, the City Treasurer and the City Attorney shall be payable from the General Fund salaries account within the budget for each respective department (Account No. 1001 470 000 4101 for the City Clerk, Account No. 1001 440 000 4101 for the City Treasurer and Account No. 1001 420 000 4101 for the City Attorney), commencing Fiscal Year 2013-2014.

Section 5. That all previous ordinances and resolutions establishing compensation for the elected positions of the City Clerk, the City Treasurer and the City Attorney are hereby rescinded.

Section 6. The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance hereby adopted be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance hereby adopted shall remain in full force and effect.

Section 7. That the City Council finds and declares that there is an urgent need to adopt this Ordinance for the reasons set forth in the preface of this Ordinance.

Section 8. That a copy of this Ordinance shall be filed in the offices of the City Clerk, City Manager, City Attorney, City Controller and the City Treasurer.

Ordinance No. _____
Page 3

Section 9. That the adoption of this Ordinance is declared to be immediate; however, the provisions shall be effective and implemented as of July 1, 2013.

Section 10. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause the same to be published as required by law.

ADOPTED this ____ day of _____, 2012.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton hereby certify that the foregoing Ordinance was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2012.

That said Ordinance 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

RESOLUTION SIGN-OFF FORM

DEPARTMENT:

City Attorney

RESOLUTION TITLE:

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON FIXING THE COMPENSATION FOR THE ELECTED POSITIONS OF THE CITY CLERK, THE CITY TREASURER AND THE CITY ATTORNEY EFFECTIVE AS OF JULY 1, 2013.

<ManagersName>

DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>

DATE

REVIEW / APPROVAL

<LegalName>

CITY ATTORNEY

<LegalDate>

DATE

<ControllerName>

CITY CONTROLLER

<ControllerDate>

DATE

<CityManager>

CITY MANAGER

<CityManagerDate>

DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

November 13, 2012

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE AND SALE OF TAX AND REVENUE ANTICIPATION NOTES FOR FISCAL YEAR 2012-13 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$10,600,000.**

SUMMARY

The Resolution authorizes the City to issue and sell Tax and Revenue Anticipation Notes (the "Notes") pursuant to Section 53850 et. seq. of the Government Code of the State of California. The Resolution sets forth the parameters of the Notes issuance including among other things, a principal amount not to exceed \$10,600,000, a maximum maturity date of June 28, 2013, and a total interest cost not to exceed four percent (4%) per annum. Pursuant to the proposed Resolution, the City Council would approve the preparation and the execution of the Notes, the Accompanying Document, the Trust Agreement, the Direction Letter, the Note Purchase Agreement and the Continuing Disclosure Agreement and the preparation and use of a Preliminary Private Placement Memorandum and a final Private Placement Memorandum.

The notes are not a new source of revenue for the 2012/2013 budget. However, the issuance of the Notes issuing are a common financial tool used by cities to accelerate access to its annual allotment of sales and property taxes.

BACKGROUND

As with most cities throughout California, the City of Compton has experienced significant financial challenges primarily resulting from the impacts of the recent recession. Tax and Revenue Anticipation Notes are used by public entities in the State of California to address cash flow concerns through the use of a short-term borrowing. The City will sell its Note directly to a purchaser through the use of a private sale in consultation with Comer Capital Group, the financial advisor, IFS Securities, the placement agent, and Hawkins Delafield & Wood LLP, bond counsel to the City. The purchaser has not been selected as of the date hereof.

STATEMENT OF ISSUE

As part of the City's efforts to ensure that sufficient revenues are available to pay City expenditures when due, City management has considered options to provide funds to address the City's current liquidity concerns during Fiscal Year 2012-13.

#19.

Staff Report Re Resolution Regarding Tax and Revenue Anticipation Note
November 13, 2012

The City will enter into an Accompanying Document which will direct the Trustee to establish the "2012-13 TRANS Proceeds Fund" to which the net proceeds of the sale of the Notes will be transferred and deposited. The City Manager will cause the Trustee to make disbursements from the 2012-13 TRANS Proceeds Fund when funds are needed to pay current Fiscal Year 2012-13 expenditures. Amounts in the 2012-13 TRANS Proceeds Fund will be invested in Permitted Investments (defined therein) so as to be available for the aforementioned disbursements.

In order to secure the repayment of the Notes, the City will execute a Direction Letter to the County of Los Angeles. In accordance with the Direction Letter from the City to the County, the County Auditor-Controller is directed to transfer revenues relating to the 1% ad valorem property tax, vehicle license fees, and sales and use taxes (collectively, the "County Collected Revenues") collected by the County of Los Angeles, on behalf of the City, to the Trustee for deposit in the 2012-13 TRANS Repayment Fund.

In order to market the Notes to potential purchasers, the City will prepare a Preliminary Private Placement Memorandum and a Private Placement Memorandum. The Private Placement Memorandum describes the terms of the Notes, the security and sources of payment for the Notes and the City's financial condition. Appendix A to the Private Placement Memorandum describes financial information relating to the City, including budgetary information, information from the City's financial statements, labor relations, pension, information relating to pension, retirement and OPEB, and information relating to the economy and demographics of the City and the region.

Amounts in the 2012-13 TRANS Proceeds Fund will be invested in Permitted Investments (defined therein) so as to be available for the aforementioned disbursements.

FISCAL IMPACT

The Resolution permits the City to issue a Tax and Revenue Anticipation Note in a principal amount not to exceed \$10,600,000. The Tax and Revenue Anticipation Note would be a general obligation of the City and would be secured by all taxes, income, revenues, cash receipts and other moneys of the City received or accrued by the City during Fiscal Year 2012-13 that are lawfully available for payment of the 2012-13 TRANS and the interest thereon (collectively, the "Unrestricted Revenues").

The City will pledge County Collected Revenues toward repayment of the Tax and Revenue Anticipation Note and will direct the County to transfer these moneys to a Repayment Fund held by a Trustee rather than to the City's General Fund.

Once the Repayment Fund has sufficient money to pay principal of and interest on the Note when due, the County will send County Collected Revenues directly to the City again. However, In the event that the Trustee does not receive sufficient money from the County Collected Revenue to pay principal of and interest on the Notes, the City would be obligated to pay the Note from any lawfully available funds. The City's Financial Advisor currently projects that the amount need to repay the principal of and

Staff Report Re Resolution Regarding Tax and Revenue Anticipation Note
November 13, 2012

interest on the Note will be approximately \$_____ based on an assumed interest rate of ____% per annum.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NUMBER _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE ISSUANCE AND SALE OF TAX AND REVENUE
ANTICIPATION NOTES FOR FISCAL YEAR 2012-13 IN AN AGGREGATE
PRINCIPAL AMOUNT NOT TO EXCEED \$10,600,000.**

WHEREAS, the City of Compton (the “City”), a municipal corporation and chartered city of the State of California, requires funds for the purposes authorized by Section 53852 of the California Government Code; and

WHEREAS, the City is authorized to borrow money pursuant to Article 7.6 of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code, being Sections 53850 through 53858, inclusive, as amended, and the Charter of the City of Compton (as amended, the “City Charter”) Section 1403 (collectively, the “Authorizing Law”), for the purposes authorized by California Government Code Section 53852 and the City Charter, respectively, such indebtedness to be represented by a note or notes of the City; and

WHEREAS, pursuant to the Authorizing Law, such note or notes are to be issued pursuant to a resolution of the City Council of the City (the “City Council”) and may be issued from time to time as provided in such resolution; and

WHEREAS, the City has determined that it is necessary and in the best interests of the City to authorize the borrowing of an amount not to exceed \$10,600,000 with respect to the City’s Fiscal Year 2012-13, such indebtedness to be evidenced by the 2012-13 Tax and Revenue Anticipation Notes authorized and described herein (the “2012-13 TRANs”) in an aggregate principal amount not to exceed the sum described above; and

WHEREAS, the 2012-13 TRANs, together with the interest payable thereon, will not exceed 85% of the estimated amount of the uncollected taxes, income, revenue, cash receipts and other moneys of the City which will be available for the payment of the 2012-13 TRANs or other indebtedness and the interest thereon subject to the Authorizing Law.

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

Section 1. That this Resolution is adopted pursuant to the provisions of the Authorizing Law and other applicable laws.

Section 2. That the 2012-13 TRANs are hereby authorized to be issued, which notes shall mature on a maturity date no later than thirteen months after their date of issuance in an aggregate principal amount not to exceed the lesser of \$10,600,000 or the amount authorized to be issued pursuant to the Authorizing Law, as certified by the City Manager or his designee (the “City Manager”) and the Controller of the City (the “Controller”) pursuant to the Accompanying Document for the 2012-13 TRANs (the “Accompanying Document”) and as further approved by the City Treasurer, his execution of the Accompanying Document to be conclusive evidence thereof. The 2012-13 TRANs shall be issued as provided in the Accompanying Document. The form of Accompanying Document presented at this meeting, as such instrument shall be completed and executed in accordance with this Resolution, is by this reference incorporated herein and hereby approved. The City Manager is hereby authorized for and in the name of, and on behalf of, the City, to execute and deliver said Accompanying Document, substantially in the form on file with the City Clerk, with such

changes therein as may be necessary or desirable or as he may approve, in his sole discretion, as being in the best interests of the City, such approval to be evidenced conclusively by the execution and delivery thereof. The City Manager is empowered to implement this Resolution in a manner determined by the City Manager to be necessary or desirable and in the best interests of the City. Without limiting the foregoing, the City Manager, subject to Section 5 hereof, may determine the maturity date and amount for the 2012-13 TRANS, and the City Manager is hereby authorized to make conforming changes reflecting such maturity and amount to each of the documents approved by this Resolution, including changes to the date and amounts to be set aside hereunder and under the Accompanying Document prior to the end of the fiscal year as the City Manager determines are necessary or appropriate. The terms and conditions as set forth (or incorporated by reference) in the Accompanying Document, together with the terms and conditions of the 2012-13 TRANS set forth in this Resolution, together with any authorized and approved supplements and amendments thereto, if any, shall, upon the execution and delivery of the Accompanying Document, be the terms and conditions of such 2012-13 TRANS, as if all such terms and conditions were fully set forth in this Resolution.

Section 3. That in consideration of the purchase and acceptance of the 2012-13 TRANS authorized to be issued hereunder by those who shall hold the same from time to time; this Resolution shall be deemed to be and shall constitute a contract between the City and the Owner from time to time of the 2012-13 TRANS (the "Owner"). The pledge made in, and the covenants and agreements to be performed by and on behalf of the City set forth in, this Resolution or in any resolution supplemental hereto with respect to the 2012-13 TRANS shall be for the benefit, protection and security of the Owner of the 2012-13 TRANS.

Section 4. That the 2012-13 TRANS shall not be subject to redemption prior to maturity.

Section 5. That the City Manager is hereby authorized to sell the 2012-13 TRANS on a negotiated basis to a purchaser (the "Purchaser") to be selected by the City Manager in consultation with IFS Securities, the City's Placement Agent with respect to the 2012-13 TRANS and Comer Capital Group, LLC, the City's Financial Advisor with respect to the 2012-13 TRANS, pursuant to the terms, conditions and procedures set forth in the Accompanying Document and in the Note Purchase Agreement among the City, the Placement Agent and the Purchaser (the "Note Purchase Agreement"); provided that the 2012-13 TRANS shall (1) mature not later than June 28, 2013 and (2) bear interest at the rate established prior to delivery of the 2012-13 TRANS pursuant to the Note Purchase Agreement, in no event to exceed a total interest cost taking into account all costs of issuance of four percent (4%) per annum. The form of the Note Purchase Agreement presented at this meeting is hereby approved, and the City Manager is hereby authorized to execute the Note Purchase Agreement, with such additions thereto and changes therein as are consistent with this Section and as he, or his designee, deems necessary and appropriate.

Section 6. That the City Council hereby approves the preliminary Private Placement Memorandum (the "Private Placement Memorandum") describing the 2012-13 TRANS in substantially the form presented at this meeting, together with such additions thereto and changes therein as are determined necessary or desirable by the City Treasurer and with the approval as to form of the City Attorney including but not limited to such changes as are deemed necessary or desirable. The City Manager is hereby authorized and directed to approve any changes in or additions that are

Resolution No. _____

Page 3

determined to be necessary or desirable to cause such preliminary Private Placement Memorandum to be put in final form and to make such Private Placement Memorandum complete and accurate as of its date, and to execute said final Private Placement Memorandum for and in the name and on behalf of the City.

Section 7. That the engagement of U.S. Bank National Association to provide trustee services for the 2012-13 TRANs is hereby approved pursuant to the form of the Trust Agreement (the "Trust Agreement") presented at this meeting and the City Manager is hereby authorized to execute the Trust Agreement, with such additions thereto and changes therein as he, or his designee, deem necessary and appropriate to be executed by the City Manager, subject to the approval of the City Attorney.

As provided in the Authorizing Law, the 2012-13 TRANs shall be general obligations of the City, payable from "Unrestricted Revenues", including from State Collected Revenues (as defined in the Accompanying Document). The Trustee shall establish a "2012-13 TRANs Repayment Fund" and any additional subaccounts therein to the extent provided in the Accompanying Document. The Controller shall cause to be deposited in the 2012-13 TRANs Repayment Fund (subject to the provisions set forth in the last paragraph of this Section) from all Unrestricted Revenues allocated or attributable to the City until the amounts in the 2012-13 TRANs Repayment Fund shall equal the principal of and interest due on the 2012-13 TRANs as set forth in the Accompanying Document (the portion of the Unrestricted Revenues transferred to and held in the 2012-13 TRANs Repayment Fund is referred to herein as the "Pledged Moneys").

To the extent that the Unrestricted Revenues received by or accrued to the City during Fiscal Year 2012-13 are less than the total dollar amount for deposit as set forth in the Accompanying Document, the Controller shall deposit or cause to be deposited into the 2012-13 TRANs Repayment Fund additional amounts from any other moneys of the City lawfully available therefor. To the extent a 2012-13 TRAN is not paid from the Unrestricted Revenues, such 2012-13 TRAN shall be paid with interest thereon from any other moneys of the City lawfully available therefor. As provided in the Authorizing Law, the 2012-13 TRANs and the interest thereon are a valid lien and charge against, and are payable from the first moneys received by the City from, such Unrestricted Revenues. The portion of the Unrestricted Revenues constituting Pledged Moneys shall be invested in Permitted Investments (as defined in the Accompanying Document), shall be used to pay the 2012-13 TRANs and the interest thereon when the same shall become due and payable and may not be used for any other purpose. Any amounts remaining in the 2012-13 TRANs Repayment Fund after repayment of all 2012-13 TRANs and the interest thereon shall be the sole and exclusive property of the City, shall not be subject to any claims by or on behalf of any holder of 2012-13 TRANs, and shall be transferred to any account of the City as the City Manager may direct.

Section 8. That the City Manager, or any designee thereof, is authorized to execute and deliver a Tax Certificate (as defined in the Accompanying Document) obligating the City to comply with certain covenants in order to maintain the exclusion of interest on the 2012-13 TRANs from the gross income of the owners thereof for federal income tax purposes.

Section 9. That the form of the Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") by and between the City and U.S. Bank National Association, as dissemination agent thereunder, presented at this meeting is hereby approved and the City Manager is hereby authorized to execute the Continuing

Disclosure Agreement, with such additions thereto and changes therein as he, or his designee, deems necessary and appropriate.

Section 10. That the form of the Direction Letter (the “Direction Letter”) from the City to the County of Los Angeles, presented at this meeting as is hereby approved and the City Manager is hereby authorized to execute the Direction Letter, with such additions thereto and changes therein as he, or his designee, deems necessary and appropriate.

Section 11. That the Authorized Officers of the City are hereby authorized and directed to pay all the foregoing fees and other costs of issuance of the 2012-13 TRANS in accordance with the Note Purchase Agreement and as otherwise agreed in writing with the City and the respective parties thereto.

Section 12. That the City Manager, the City Treasurer, the Controller and the City Clerk, and their designees (each, an “Authorized Officer”), upon advice of the City Attorney and Hawkins Delafield & Wood LLP, as Bond Counsel to the City, are hereby authorized and directed, jointly and severally, to do any and all things and to execute, modify and deliver any and all documents, agreements and certificates which they may deem necessary or advisable in order to effect the issuance, sale and delivery of the 2012-13 TRANS, and otherwise to carry out the purposes of this Resolution.

Section 13. That the City Attorney is authorized to execute an agreement with Hawkins Delafield & Wood LLP to provide bond counsel and disclosure counsel services to the City in connection with the issuance of the 2012-13 TRANS as provided in the legal services agreement by and between the City and Hawkins Delafield & Wood LLP.

Section 14. That the Authorized Officers and the other officers of the City and their respective authorized representatives are, and each of them acting alone is, hereby authorized to execute any and all documents and do and perform any and all acts and things, from time to time, consistent with this Resolution and the Accompanying Document and necessary or appropriate to carry the same into effect and to carry out their purposes.

Section 15. That copies of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Attorney, City Treasurer and the City Controller.

Section 16. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this ____ day of _____, 2012.

MAYOR OF THE CITY OF COMPTON

Resolution No. _____
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ATTEST:

CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2012.

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

**ACCOMPANYING DOCUMENT
PROVIDING FOR THE TERMS AND CONDITIONS
OF THE ISSUANCE AND SALE OF
THE CITY OF COMPTON
2012-13 TAX AND REVENUE ANTICIPATION NOTES, SERIES A**

Dated as of November 1, 2012

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**ACCOMPANYING DOCUMENT
PROVIDING FOR THE TERMS AND CONDITIONS OF ISSUANCE AND
SALE OF 2012-13 TAX AND REVENUE ANTICIPATION NOTES, SERIES A**

In connection with the issuance and sale of the 2012-13 Tax and Revenue Anticipation Notes, Series A issued by the City of Compton, California (the “City”), the City Treasurer of the City hereby certifies that such 2012-13 Tax and Revenue Anticipation Notes are issued on the following terms and conditions:

ARTICLE I

DEFINITIONS AND STATUTORY AUTHORITY

Section 101. Definitions. The following terms shall for all purposes of this Accompanying Document have the following meanings:

“**Auditor-Controller**” shall mean the Auditor-Controller of the County of Los Angeles.

“**Authorizing Law**” shall mean collectively (1) Article 7.6 of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code, being Sections 53850 through 53858, inclusive, as amended and (2) Section 1403 of the City Charter.

“**Authorized Newspapers**” shall mean The Bond Buyer and two other newspapers customarily published at least once a day for at least five days (other than legal holidays) in each calendar week, printed in the English language and of general circulation, in the City of Compton, California and in the Borough of Manhattan, City and State of New York.

“**Authorized Officer**” shall mean each of the Mayor, the City Manager, the City Treasurer, the Controller and the City Clerk, and their designees.

“**Business Day**” shall mean any calendar day other than (i) a Saturday or Sunday; (ii) a day on which banking institutions are authorized or required by law to be closed for commercial banking purposes in either the State of New York or the State of California; or (iii) a day on which the New York Stock Exchange is closed.

“**City**” shall mean the City of Compton, California, its successors and assigns.

“**City Charter**” shall mean the duly enacted Charter of the City, as amended.

“**City Clerk**” shall mean the duly appointed person performing the duties of the City Clerk, or in the absence or inability of such person to act, any duly appointed deputy City Clerk.

“**City Council**” shall mean the duly elected or appointed members of the City Council of the City.

“City Treasurer” shall mean the City Treasurer of the City and any other person designated by the City Treasurer to act on his or her behalf.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, and all rules and temporary, proposed or final regulations from time to time promulgated thereunder.

“County Collected Revenues” shall mean amounts collected by the County on behalf of the City from property taxes, the vehicle licensing fees, and the sales and use tax.

“Direction Letter” shall mean the Direction Letter dated November 20, 2012 from the City to the County of Los Angeles.

“DTC” shall mean The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, and its successors and assigns.

“Event of Default” shall have the meaning assigned to such term in Section 503.

“Federal Securities” shall mean the following securities:

(i) United States Treasury bills, bonds, and notes for which the full faith and credit of the United States are pledged for payment of principal and interest;

(ii) Direct obligations issued by the following agencies of the United States Government: the Federal Farm Credit Bank System, the Federal Home Loan Bank System, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation and the Tennessee Valley Authority;

(iii) Mortgage backed securities (except stripped mortgage securities) issued by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation and the Government National Mortgage Association;

(iv) United States Treasury Obligations, State and Local Government Series;
and

(v) Issues guaranteed as to timely payment of principal and interest by the full faith and credit of the Federal Deposit Insurance Corporation.

“Financial Advisor” shall mean IFS Securities or any successor thereto.

“Fitch” shall mean Fitch Ratings, located at One State Street Plaza, New York, New York 10004, a corporation organized and existing under the laws of the State of New York, and its successors and their assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency (other than Moody’s or S&P) designated by the City.

“General Fund” shall mean the General Fund of the City.

“Los Angeles County Treasury Pool” shall mean the County Treasury, in which the Treasurer-Tax Collector of the County of Los Angeles has the delegated authority to invest funds.

“Maturity Date” shall mean June 28, 2012 as set forth in Section 203 hereof.

“Moody’s” shall mean Moody’s Investors Service, located at 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, a corporation organized and existing under the laws of the State of Delaware, and its successors and their assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency (other than S&P or Fitch) designated by the City.

“Note Purchase Agreement” shall mean the agreement between the City and the Original Purchaser of the 2012-13 TRANs, together with any amendments thereto.

“Note Register” shall mean the registration books for the 2012-13 TRANs maintained by the Note Registrar pursuant to Section 302.

“Note Registrar” shall mean U.S. Bank, National Association or a substitute or successor Registrar appointed in accordance with this Accompanying Document.

“Opinion of Bond Counsel” shall mean a written opinion of any attorney at law or firm of attorneys of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on bonds issued by states and political subdivisions thereof, and duly admitted to practice law before the highest court of any state of the United States of America.

“Original Purchaser” shall mean the Persons who is the purchaser from the City of the 2012-13 TRANs upon the issuance thereof.

“Outstanding” when used with reference to the 2012-13 TRANs, shall mean, as of any date, all of the 2012-13 TRANs issued under this Accompanying Document except:

- (i) 2012-13 TRANs cancelled on or prior to such date;
- (ii) 2012-13 TRANs for which other 2012-13 TRANs shall have been delivered in lieu of or in substitution therefor pursuant to Article III hereof; and
- (iii) 2012-13 TRANs referred to in Section 305 hereof.

“Owner” shall mean the Person in whose name any 2012-13 TRANs is registered on the Note Register.

“Participant” shall mean an entity which is recognized as a participant by the Securities Depository in the book-entry system of maintaining records with respect to the 2012-13 TRANs.

“Permitted Investments” shall mean, to the extent permitted by law:

- (i) Federal Securities;
- (ii) Commercial Paper having original maturities of not more than the final maturity of the 2012-13 TRANs, payable in the United States of America and issued by corporations that are organized and operating in the United States with total assets in excess of \$500 million and having an “A” or better rating for the issuer’s long-term debt as provided by Moody’s, S&P, or Fitch and “P-1”, “A-1”, “F1” or better rating for the issuer’s short-term debt as provided by Moody’s, S&P, or Fitch, respectively.
- (iii) Bills of exchange or time drafts drawn on and accepted by a commercial bank, otherwise known as bankers acceptances, which have short-term obligations outstanding which are rated by two Rating Agencies in their respective highest short-term rating categories, a long-term debt rating of not less than “A” by a Rating Agency, and a maturity no later than the final maturity of the 2012-13 TRANs.
- (iv) Negotiable or non-negotiable certificates of deposit issued by a nationally- or state-chartered bank or a state or federal association (as defined by Section 5102 of the California Financial Code) or by a state-licensed branch of a foreign bank, in each case which has, or which is a subsidiary of a parent company which has, obligations outstanding having a rating in the “A” category or better from S&P, Moody’s, or Fitch.
- (v) Any repurchase agreement with any bank or trust company organized under the laws of any state of the United States or any national banking association, or a state-licensed branch of a foreign bank, having a minimum permanent capital of one hundred million dollars (\$100,000,000) and with short-term debt rated by two Rating Agencies in their respective three highest short-term rating categories or any government bond dealer reporting to, trading with, and recognized as a primary dealer by, the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities and obligations described in clause (i) of this definition and having maturities equal to or less than 5 years from the date of delivery, which shall have a market value (valued at least monthly) not less than 102% of the principal amount of such investment.
- (vi) Shares of beneficial interest issued by diversified management companies, known as money market funds which invest in securities described in (i)–(v) above, registered with the Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.) and whose fund has received the highest possible rating from S&P and at least one other Rating Agency.
- (vii) Investment agreements and guaranteed investment contracts with issuers having a long-term debt rating of at least “AA” or “Aa2” by S&P or Moody’s, respectively.
- (viii) The Los Angeles County Treasury Pool;
- (ix) The Local Agency Investment Fund created pursuant to Section 16429.1 of the Government Code of the State.

“Person” shall mean an individual, corporation, firm, association, partnership, trust or other legal entity, including a governmental entity or any agency or political subdivision thereof.

“Pledged Moneys” shall mean the Unrestricted Revenues pledged by the City under the Authorizing Law and pursuant to the Resolution, and described in Section 402, for the security and payment of the 2012-13 TRANs, including the interest thereon in accordance with the provisions herein, whether or not such taxes, income, revenue, cash receipts or other moneys are deposited in the 2012-13 TRANs Repayment Fund.

“Private Placement Memorandum” shall mean the Private Placement Memorandum relating to the 2012-13 TRANs, including any approved supplement or amendment thereto.

“Principal Office” shall mean (i) with respect to the City Treasurer, the principal office of the City Treasurer in Compton, California, and (ii) with respect to the Trustee, the principal corporate trust office of the Trustee in Los Angeles, California, or the principal corporate trust office of any successor Trustee, provided that for purposes of the surrender, transfer, exchange, payment or registration of the 2012-13 TRANs, the term “Principal Corporate Trust Office” shall mean the designated corporate trust office of the Registrar.

“Rating Agency” shall mean Moody’s, S&P, Fitch or any other nationally recognized securities rating agency designated by the City.

“2012-13 TRANs Repayment Fund” shall mean the 2012-13 TRANs Repayment Fund created pursuant to this Accompanying Document and caused to be kept by the Trustee for collection and deposit of Pledged Revenues for the repayment of the 2012-13 TRANs, including amounts held in the 2012-13 TRANs Repayment Fund and invested in Permitted Investments established in accordance with the Resolution and described in Section 402.

“Repayment Amount” shall mean \$_____, which amount shall be sufficient to pay principal of and interest on the Notes when due.

“Representation Letter” shall mean one or more letters of representation from the City to, or other instruments or agreements of the City with, a Securities Depository in which the City, among other things, makes certain representations to such Securities Depository with respect to the 2012-13 TRANs, the payment thereof and delivery of notices with respect thereto.

“Resolution” shall mean the “A Resolution of the Council of The City of Compton, California Authorizing the Issuance and Sale of Tax and Revenue Anticipation Notes for Fiscal Year 2012-13 in an Aggregate Principal Amount not to exceed \$10,600,000,” adopted on November 13, 2012, as from time to time amended by any Supplemental Resolution in accordance with the terms hereof.

“S&P” shall mean Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., located at 55 Water Street, New York, New York 10041, a corporation organized and existing under the laws of the State of New York, and its successors

and their assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency (other than Fitch or Moody's) designated by the City.

"Securities Depository" shall mean DTC or any successor as Securities Depository for the 2012-13 TRANs appointed pursuant to Section 202.

"State" shall mean the State of California.

"Supplemental Document" shall mean any supplemental document amending or supplementing this Accompanying Document in accordance with Article VII.

"Supplemental Resolution" shall mean any resolution amending the Resolution, adopted by the City in accordance with Article VII.

"Tax Certificate" shall mean the Tax Certificate executed by the City on the date of issuance and delivery of the 2012-13 TRANs, as amended from time to time.

"Trust Agreement" shall mean the Trust Agreement dated as of November 1, 2012 by and between the City and the Trustee, together with any authorized amendments thereof or supplements thereto permitted to be made thereunder.

"Trustee" shall mean U.S. Bank National Association a national banking association organized and existing under the laws of the United States of America

"2012-13 TRANs" shall mean all of the City's 2012-13 Tax and Revenue Anticipation Notes, Series A, authorized pursuant to the Resolution and issued in accordance with the terms and conditions of this Accompanying Document and the Resolution pursuant to Section 203.

"2012-13 TRANs Proceeds Fund" shall mean the 2012-13 TRANs Proceeds Fund established pursuant to Section 401 hereof.

"2012-13 TRANs Repayment Fund" shall mean the 2012-13 TRANs Repayment Fund established pursuant to Section 401 hereof.

"Unrestricted Revenues" shall mean the revenues described under Section 402 of this Accompanying Document.

"Written Direction" shall mean a written direction from an Authorized Officer.

Section 102. Other Definitional Provisions. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa. Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof. Unless otherwise indicated, all references herein to "Articles," "Sections" or other subdivisions are to the corresponding Articles, Sections or subdivisions of this Accompanying Document; the words "herein," "hereof," "hereby," "hereunder" and other

words of similar import refer to this Accompanying Document as a whole and not to any particular Article, Section or subdivision hereof.

Section 103. Authority for Accompanying Document. This Accompanying Document is executed and delivered pursuant to and in connection with the Resolution.

Section 104. Timing of Actions. Whenever in this Accompanying Document there is designated a time of day at or by which a certain action must be taken, such time shall be local time in New York, New York except as otherwise specifically provided herein.

Section 105. Accompanying Document to Constitute Contract. In consideration of the purchase and acceptance of any and all of the 2012-13 TRANS to be issued hereunder by the Owner from time to time, this Accompanying Document shall be deemed to be and shall constitute a contract between the City and the Owner from time to time of the 2012-13 TRANS. The pledge made in this Accompanying Document and the covenants and agreements herein set forth to be performed by and on behalf of the City shall be for the equal benefit, protection and security of the Owner of any and all of the 2012-13 TRANS, all of which, shall be of equal rank without preference, priority, privilege or distinction of any of the 2012-13 TRANS over any other thereof, except as expressly provided in or permitted by this Accompanying Document.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF 2012-13 TRANS

Section 201. Authorization, Form and Date of 2012-13 TRANS.

1. The 2012-13 TRANS of the City have been authorized to be issued pursuant to the Resolution and are entitled to the benefit, protection and security thereof. The 2012-13 TRANS shall be issued in an aggregate principal amount of \$10,560,000 and shall bear interest as set forth in Section 203. The 2012-13 TRANS shall be issued in anticipation of the receipt by the City of Unrestricted Revenues attributable to the City's Fiscal Year commencing November 20, 2012. Such notes shall be designated as, and shall be distinguished securities of all other issues of the City by, the title "2012-13 Tax and Revenue Anticipation Notes, Series A."

2. The 2012-13 TRANS shall be issued in fully registered form, without coupons and in the principal amount of the Notes in book-entry only form pursuant to Section 202. The City hereby certifies and recites that all acts, conditions and things required by law, the Resolution and this Accompanying Document to exist, to have happened, and to have been performed precedent to and during the issuance of the 2012-13 TRANS do exist, have happened and have been performed in due time, form and manner, as required by law and the Resolution and this Accompanying Document. The 2012-13 TRANS shall be in substantially the form attached hereto as Exhibit A, which form is hereby approved and adopted as the form of the 2012-13 TRANS.

3. Interest shall be payable on the Maturity Date to the Owner at the address as it appears in the Note Register or, at the request of an Owner, by wire transfer of immediately available funds in lawful money of the United States of America, and at maturity. Except as

otherwise provided in a Representation Letter, principal of and interest on the 2012-13 TRANs due at the maturity date shall be payable in lawful money of the United States of America upon surrender of the 2012-13 TRANs at the Principal Office of the Trustee. The 2012-13 TRANs so surrendered to the Trustee on any Business Day at or prior to 12:00 noon time at the office of the Trustee, shall be paid in funds immediately available on such Business Day. The 2012-13 TRANs so surrendered to the Trustee on any Business Day after 12:00 noon shall be paid on the next succeeding Business Day in funds immediately available on such succeeding Business Day.

4. The 2012-13 TRANs shall not be subject to redemption prior to maturity.

Section 202. Book-Entry Notes.

1. Subject to any limitation on maximum principal amount imposed by DTC, the 2012-13 TRANs shall be initially issued in the form of a single, separate fully registered note (which may be typewritten) in the full aggregate principal amount for each maturity of such 2012-13 TRANs, and upon initial issuance, the ownership of such 2012-13 TRANs shall be registered in the Note Register in the name of Cede & Co., as nominee of DTC, the initial Securities Depository. Except as provided in subsection 5 of this Section, all of the 2012-13 TRANs shall be registered in the Note Register in the name of Cede & Co., or such other nominee of DTC or any successor Securities Depository or the nominee thereof, as shall be specified pursuant to a Representation Letter.

2. With respect to 2012-13 TRANs registered in the Note Register in the name of the Securities Depository, or its nominee, the City and the Trustee shall have no responsibility or obligation to any Participant or to any Person on behalf of which such a Participant holds an interest in any such 2012-13 TRANs. Without limiting the immediately preceding sentence, the City and the Trustee shall have no responsibility, obligation or liability with respect to (a) the accuracy of the records of the Securities Depository, the nominee of the Securities Depository or any Participant with respect to any ownership interest in the 2012-13 TRANs, (b) the delivery to any Participant or any other Person, other than an Owner as shown in the Note Register, of any notice with respect to the 2012-13 TRANs, or (c) the payment to any Participant or any other Person, other than an Owner as shown in the Note Register, of any amount with respect to principal of or interest on the 2012-13 TRANs. The City may treat and consider the Person in whose name any 2012-13 TRANs is registered in the Note Register as the Owner and absolute owner of such 2012-13 TRANs for the purpose of payment of principal of and interest on such 2012-13 TRANs and for all other purposes whatsoever.

3. The Trustee shall pay all principal of and interest on the 2012-13 TRANs only to or upon the order of the Owner, as shown in the Note Register on the Maturity Date thereof, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to satisfy and discharge fully the obligations with respect to the payment of principal of and interest on the 2012-13 TRANs under this Accompanying Document and the 2012-13 TRANs to the extent of the sums so paid. Upon delivery by the Securities Depository to the City Treasurer of written notice to the effect that the Securities Depository has determined to substitute a new nominee, the word "nominee" in this Accompanying Document shall refer to such new nominee of the Securities Depository.

4. In order to qualify the 2012-13 TRANs for the Securities Depository's book-entry system, the City Treasurer has been authorized to execute and deliver, or has executed and delivered, on behalf of the City to the Securities Depository a Representation Letter or Representation Letters representing such matters as shall be necessary to so qualify such 2012-13 TRANs. The execution and delivery of the Representation Letter or Representation Letters shall not in any way limit the provisions of subsection 2 of this Section or in any other way impose upon the City any obligation or liability whatsoever with respect to Persons having interests in the 2012-13 TRANs other than the Owner as shown in the Note Register. In addition to the execution and delivery of the Representation Letter or Representation Letters, the City Treasurer and all other officers of the City, and their authorized representatives, are each hereby authorized and directed to take any other actions as they deem necessary or desirable, not inconsistent with this Accompanying Document, to qualify such 2012-13 TRANs for the Securities Depository's book-entry program.

5. In the event (a) the incumbent Securities Depository determines not to continue to act as Securities Depository for the 2012-13 TRANs or (b) the City determines that the incumbent Securities Depository shall no longer so act, and delivers a written certificate to the incumbent Securities Depository to that effect, then the City will discontinue the book-entry system for the 2012-13 TRANs with the incumbent Securities Depository. If the City determines to replace the incumbent Securities Depository with another qualified Securities Depository, the City shall prepare or direct the preparation of and execute, and the Trustee shall authenticate and deliver, subject to any limitation on maximum principal amount imposed by the successor Securities Depository, a new single, separate fully-registered note (which may be typewritten) for the aggregate outstanding principal amount of the 2012-13 TRANs held by the incumbent Securities Depository, registered in the name of such successor or substitute qualified Securities Depository or its nominee, or make such other arrangement reasonably acceptable to the City and the successor Securities Depository as are not inconsistent with the terms of this Accompanying Document. If the City fails to identify another qualified successor Securities Depository to replace the incumbent Securities Depository, then the 2012-13 TRANs shall no longer be restricted to being registered in the Note Register in the name of the Securities Depository or its nominee, but shall be registered in whatever name or names the Securities Depository or its nominee shall designate. In such event the City shall prepare or direct the preparation of and execute, and the Trustee shall authenticate and deliver to the Owner thereof, such 2012-13 TRANs as are necessary or desirable to carry out the transfers and exchanges provided in this Section and Section 302. All such 2012-13 TRANs shall be in fully registered form in the denomination authorized pursuant to Section 201.

6. Notwithstanding any other provision of this Accompanying Document to the contrary, so long as any 2012-13 TRANs is registered in the name of the Securities Depository or its nominee, all notices and payments with respect to principal of and interest on such 2012-13 TRANs shall be given and made, respectively, as provided in a Representation Letter or as otherwise instructed by the Securities Depository.

Section 203. Terms of the 2012-13 TRANs. The 2012-13 TRANs shall be dated the date of issuance and delivery thereof. Interest shall be paid on the Maturity Date for the 2012-13 TRANs. The 2012-13 TRANs shall bear interest computed on the basis of a 360-day

year comprised of 12 months of 30 days each. The 2012-13 TRANs shall mature on June 28, 2012 and bear interest at the rate of ____% per annum.

ARTICLE III

GENERAL TERMS AND PROVISIONS OF 2012-13 TRANs

Section 301. Execution of 2012-13 TRANs; Authentication.

1. The 2012-13 TRANs shall be executed in the name of the City by the manual or facsimile signature of the City Treasurer and the City Clerk of the City, and the City's seal (or a facsimile thereof) shall be impressed, imprinted, engraved or otherwise reproduced thereon. No 2012-13 TRANs shall be entitled to any benefit under the Resolution or this Accompanying Document or be valid or obligatory for any purpose, unless there appears on such 2012-13 TRANs, a certificate of authentication substantially in the form provided for herein executed by the manual signature of the Trustee. Such certificate upon any 2012-13 TRANs shall be conclusive evidence, and the only evidence, that such 2012-13 TRANs has been duly issued, authenticated and delivered hereunder.

2. In case any one or more of the officers who shall have signed or sealed any of the 2012-13 TRANs shall cease to be such officer before the 2012-13 TRANs so signed and sealed shall have been issued, such 2012-13 TRANs so signed and sealed may nevertheless be issued, as herein provided, as if such persons who signed or sealed such 2012-13 TRANs had not ceased to hold such offices. Any of the 2012-13 TRANs may be signed and sealed on behalf of the City by such persons as at the time of the execution of such 2012-13 TRANs shall be duly authorized to hold or shall hold the proper office in the City, although on the date borne by the 2012-13 TRANs such persons may not have been so authorized or have held such office.

Section 302. Negotiability, Transfer and Exchange.

1. The Note Registrar shall keep at its Principal Office sufficient books for the registration of transfer and exchange of the 2012-13 TRANs as to which it serves as Note Registrar, which shall at all times be open to inspection by the City, and upon presentation for such purpose the Note Registrar shall, under such reasonable regulations as it may prescribe, register or transfer 2012-13 TRANs on such books as hereinafter provided.

2. The 2012-13 TRANs may not be transferred or exchanged except as provided in Section 303 hereof.

3. The City and the Trustee may deem and treat the Owner of any 2012-13 TRANs as the absolute owner of such 2012-13 TRANs, regardless of whether such 2012-13 TRANs shall be overdue, for the purpose of receiving payment thereof and for all other purposes, and all such payments so made to any such Owner or upon such Owner's order shall be valid and effective to satisfy and discharge the liability upon such 2012-13 TRANs to the extent of the sum or sums so paid, and neither the City nor any Trustee shall be affected by any notice to the contrary. The City agrees, to the extent permitted by law, to indemnify and hold each Trustee harmless from and against any and all loss, cost, charge, expense, judgment or

liability incurred by it, acting in good faith and without negligence under this Accompanying Document, in so treating such Owner.

4. The 2012-13 TRANs shall not be exchangeable for other 2012-13 TRANs except as provided in Section 202, this Section 302 and Section 303.

Section 303. 2012-13 TRANs Mutilated, Destroyed, Stolen or Lost. In case any 2012-13 TRANs shall become mutilated or be destroyed, stolen or lost, the City shall issue new 2012-13 TRANs of like principal amount, denomination and tenor as the 2012-13 TRANs so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated 2012-13 TRANs, or in lieu of and substitution for the 2012-13 TRANs destroyed, stolen or lost, upon the filing with the Trustee and the City of evidence satisfactory to the Trustee and the City that such 2012-13 TRANs have been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Trustee and the City with indemnity satisfactory to the Trustee and the City and complying with such other reasonable regulations as the Trustee and the City may prescribe and paying such expenses as the Trustee and the City may incur. All 2012-13 TRANs so surrendered shall be cancelled. Any such substitute 2012-13 TRANs shall constitute original contractual obligations on the part of the City, whether or not the 2012-13 TRANs alleged to be destroyed, stolen or lost are at any time enforceable by anyone. Such substitute 2012-13 TRANs shall be equally secured by and entitled to equal and proportionate benefits with all other 2012-13 TRANs issued under the Resolution and this Accompanying Document in any moneys or securities held by the City or the Trustee for the benefit of the Owner of the 2012-13 TRANs.

Section 304. Cancellation of the 2012-13 TRANs. All 2012-13 TRANs which at or after maturity are surrendered to the Trustee for the collection of the principal thereof and interest thereon shall be cancelled by the Trustee and forthwith destroyed by the Trustee. The Trustee shall promptly deliver to the City a certificate specifying the cancellation of such 2012-13 TRANs. In all matters provided for in this Section, the City shall act through the City Treasurer.

Section 305. 2012-13 TRANs Held by City. If the City shall become the Owner of any 2012-13 TRANs, such 2012-13 TRANs shall no longer be deemed Outstanding and shall be surrendered to the Trustee for cancellation; provided, however, that the City shall not be deemed to be the Owner of any 2012-13 TRANs held by it in a fiduciary capacity.

ARTICLE IV

ESTABLISHMENT OF 2012-13 TRANs PROCEEDS FUND AND REPAYMENT FUND AND APPLICATION THEREOF

Section 401. Use of Proceeds of 2012-13 TRANs.

1. The City Treasurer shall cause the Trustee to establish and the Trustee shall establish the "2012-13 TRANs Proceeds Fund." The proceeds of sale of the 2012-13 TRANs shall be transferred to the Trustee and deposited in the 2012-13 Proceeds Fund. The City Treasurer shall cause the Trustee to make disbursements and the Trustee shall make disbursements from the 2012-13 TRANs Proceeds Fund to pay current Fiscal Year 2012-13

expenditures and to discharge other obligations or indebtedness of the City in accordance with the Authorizing Law and the provisions of the Tax Certificate. The City Treasurer shall notify the City Council subsequent to any disbursements from the 2012-13 Proceeds Fund. Amounts on hand in the 2012-13 TRANs Proceeds Fund shall be accounted for separately from the other funds of the Trustee in accordance with standard accounting practices of the Trustee for such a separate account and shall be invested in Permitted Investments, so as to be available for the aforementioned disbursements. The Trustee shall keep a written record of all investments and investment earnings (including any investment of earnings) of amounts in the 2012-13 TRANs Proceeds Fund, as well as a written record of disbursements from the 2012-13 TRANs Proceeds Fund.

2. Without limiting the generality of subsection 1 of this Section, the City Treasurer is authorized to cause the Trustee to pay the fees and reasonable expenses incurred in connection with the authorization, sale and issuance of the 2012-13 TRANs out of moneys in the 2012-13 TRANs Proceeds Fund or any account in the General Fund of the City.

Section 402. Payment and Security for the 2012-13 TRANs. Pursuant to the Resolution, the City Treasurer shall cause to be established by the Trustee the “2012-13 TRANs Repayment Fund.” The City Treasurer shall cause to be established by the Trustee any additional subaccounts therein if deemed necessary to effectuate the purposes of the Resolution. As provided in the Authorizing Law, the 2012-13 TRANs and the interest thereon are general obligations of the City, payable from the taxes, income, revenues, cash receipts and other moneys of the City, including moneys deposited in inactive or term deposits (but excepting certain moneys which, when received by the City, will be encumbered for a special purpose unless an equivalent amount of the proceeds from the 2012-13 TRANs is set aside for and used for said special purpose) received or accrued by the City during Fiscal Year 2012-13 that are lawfully available for payment of the 2012-13 TRANs and the interest thereon (collectively, the “Unrestricted Revenues”). Pursuant to the Authorizing Law and the Direction Letter, the City has directed from the Unrestricted Revenues available for the payment of principal of and interest on the 2012-13 TRANs the County Collected Revenues as security for the 2012-13 TRANs. The City Treasurer shall cause to be deposited into the 2012-13 TRANs Repayment Fund (subject to the provisions set forth herein) all County Collected Revenues allocated or attributable to the City until the amounts in the 2012-13 TRANs Repayment Fund shall equal the Repayment Amount.

To the extent that any amounts received pursuant to the foregoing paragraph are less than the Repayment Amount, the City Treasurer shall cause to be deposited and the Trustee shall deposit into the 2012-13 TRANs Repayment Fund, no later than the Business Day prior to the Maturity Date, Unrestricted Revenues and additional amounts from any other moneys of the City lawfully available therefor until the amount on deposit in the 2012-13 TRANs Repayment Fund equals the Repayment Amount. To the extent any 2012-13 TRANs is not paid from the Pledged Moneys, such 2012-13 TRANs shall be paid with the interest thereon from any other moneys of the City lawfully available therefor. As provided in the Authorizing Law, the 2012-13 TRANs and the interest thereon are a valid lien and charge against and are payable from the first moneys received by the City comprising such Pledged Moneys.

On the Maturity Date, the City shall cause the Trustee to pay and the Trustee shall pay from the Pledged Moneys the principal and interest due on the 2012-13 TRANs so maturing on the Maturity Date, and such Pledged Moneys may not be used for any other purpose, although earnings may be invested in Permitted Investments so as to be available for disbursement and in no event for a term that exceeds the term of the 2012-13 TRANs, and earnings on amounts in the 2012-13 TRANs Repayment Fund shall be deposited as and when received into the General Fund of the City. Any amounts remaining in the 2012-13 TRANs Repayment Fund after payment of principal of and interest on the 2012-13 TRANs shall be the sole and exclusive property of the City, shall not be subject to any claims by or on behalf of any Owner of 2012-13 TRANs and shall be transferred to City for deposit into any account in the General Fund of the City as the City Treasurer may direct in a Written Direction.

ARTICLE V

CERTAIN COVENANTS; EVENTS OF DEFAULT AND REMEDIES

Section 501. General Covenants and Representations.

1. The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of the Authorizing Law, the Resolution, the Trust Agreement, the Direction Letter and this Accompanying Document.

2. Upon the date of issuance of the 2012-13 TRANs, all conditions, acts and things required of the City by law, the Resolution and this Accompanying Document to exist, to have happened and to have been performed precedent to and during the issuance of the 2012-13 TRANs, shall exist, shall have happened and shall have been performed, in due time, form and manner, and the issue of the 2012-13 TRANs, together with all other indebtedness of the City, shall be within all applicable debt and other limits prescribed by the laws of the State as of the date of such issuance.

3. The 2012-13 TRANs do not exceed, and the City shall not issue any notes, or otherwise incur any indebtedness, pursuant to the Authorizing Law with respect to Fiscal Year 2012-13 in an amount which, when added to the interest payable thereon, shall exceed, either 85% of the estimated amount of the then-uncollected taxes, income, revenue, cash receipts and other moneys of the City which will be available for the payment of said notes or other indebtedness and the interest thereon; provided, however, that to the extent that any principal of or interest on such notes or other indebtedness is secured by a pledge of the amount in any inactive or term deposit of the City, the term of which shall terminate during said Fiscal Year, such principal and interest may be disregarded in computing said limit.

Section 502. Covenants Relating to the Code. The City shall do the following with respect to the 2012-13 TRANs:

1. The City shall comply with each applicable requirement of the Code necessary to maintain the exclusion of interest on the 2012-13 TRANs from gross income for federal income tax purposes. To this end, the City agrees to comply with the provisions of the

Tax Certificate. The City shall make all calculations as provided in the Tax Certificate relating to any rebate of excess investment earnings on the 2012-13 TRANs proceeds due to the United States Department of Treasury in a reasonable and prudent fashion and shall segregate and set aside the amounts such calculations indicate may be required to be paid to the United States Department of Treasury.

2. Notwithstanding any other provisions of this Accompanying Document to the contrary, so long as necessary to maintain the exclusion from gross income of interest on the 2012-13 TRANs for federal income tax purposes, the covenants contained in this Section shall survive the payment of the 2012-13 TRANs and the interest thereon.

3. Notwithstanding any other provision of this Accompanying Document to the contrary, upon the City's material failure to observe or refusal to comply with the covenants contained in this Section, the Owner, and any adversely affected former Owner, shall be entitled to the rights and remedies provided to Owner under this Accompanying Document.

Section 503. Events of Default and Remedies.

1. The following shall be Events of Default under the Resolution and this Accompanying Document and the term "Event of Default" whenever used in this Accompanying Document shall mean any one or more of the following:

- (a) default shall be made in the due and punctual payment of the principal of, or interest on, any 2012-13 TRANs when and as the same shall become due and payable;
- (b) default shall be made in the performance or observance by the City of any other of the material covenants, agreements or conditions required to be performed or observed by the City pursuant to the Resolution, this Accompanying Document or any 2012-13 TRANs and such default shall continue for a period of 60 days after written notice thereof to the City by the Owner of not less than 10% in principal amount of the 2012-13 TRANs Outstanding; or
- (c) the City shall file a petition for relief under the federal bankruptcy laws.

2. Whenever any Event of Default shall have happened and shall be continuing, the Owner, and any adversely affected former Owner, of the 2012-13 TRANs and their legal representatives, shall be entitled to take any and all actions available at law or in equity to enforce the performance of the covenants herein and in the Authorizing Law. Nothing herein shall preclude an individual Owner from enforcing his or her rights to payment of principal of or interest on 2012-13 TRANs.

ARTICLE VI

SUPPLEMENTAL RESOLUTIONS AND ACCOMPANYING DOCUMENT

Section 601. Supplemental Resolutions and Accompanying Document Effective Without Consent of the Owner. A Supplemental Resolution of the City may be adopted, or a supplemental Accompanying Document may be executed, for any one or more of

the following purposes, which, without the requirement of consent of the Owner, shall be fully effective in accordance with its terms:

(a) to add to the covenants and agreements of the City in the Resolution or this Accompanying Document, as the case may be, other covenants and agreements to be observed by the City that are not contrary to or inconsistent with the Resolution or this Accompanying Document as theretofore in effect;

(b) to add to the limitations and restrictions in the Resolution or this Accompanying Document as the case may be, other limitations and restrictions to be observed by the City that are not contrary to or inconsistent with the Resolution or this Accompanying Document as theretofore in effect;

(c) to confirm as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, the Resolution or this Accompanying Document, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under the Resolution or this Accompanying Document;

(d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Resolution or this Accompanying Document, as the case may be, as theretofore in effect; and

(e) to supplement or amend the Resolution or this Accompanying Document, as the case may be, in any other respect, provided that the City obtains an Opinion of Bond Counsel to the effect that such Supplemental Resolution or ssupplemental Accompanying Document does not adversely affect the interests of the Owner.

Section 602. Supplemental Accompanying Document. Except as provided in Section 701 hereof, any amendment of or supplement to this Accompanying Document and of the rights and obligations of the City and of the Owner of the 2012-13 TRANs under this Accompanying Document may be made by a supplemental Accompanying Document with the written consent of the Owner of at least a majority in principal amount of the 2012-13 TRANs Outstanding at the time such consent is given; provided, however, that if such supplement or amendment will, by its terms, not take effect so long as any 2012-13 TRANs of any particular Series remain Outstanding, the consent of the Owner of such Series shall not be required. No such supplement or amendment shall permit a change in the terms of maturity of the principal of any 2012-13 TRANs or of the interest rate thereon or a reduction in the principal amount thereof, or shall change the dates or amounts of the pledges set forth in Section 402, or shall reduce the percentage of Owner required to approve any such ssupplemental Accompanying Document, without the consent of all of the Owner of affected 2012-13 TRANs, nor shall any such supplement or amendment change or modify any of the rights or obligations of any Trustee, if applicable, without its written consent thereto. The City shall provide the Rating Agencies notice of any supplemental Accompanying Document or Supplemental Resolution.

ARTICLE VII

MISCELLANEOUS

Section 701. Moneys Held in Trust for One Year. Anything in this Accompanying Document to the contrary notwithstanding, any moneys held in trust for the payment and discharge of any of the 2012-13 TRANs that remain unclaimed for a period of one year after the date when such 2012-13 TRANs have become due and payable, if such moneys were so held at such date, or for one year after the date of deposit of such moneys if deposited after the date when such 2012-13 TRANs became due and payable, shall be repaid to the City, as its absolute property and free from trust, and the Owner shall thereafter look only to the City for the payment of such 2012-13 TRANs from lawfully available funds; provided, however, that before any such payment is made to the City, the City shall create (and shall thereafter maintain until payment of all of the 2012-13 TRANs) a record of the amount so repaid, and the City shall cause to be published at least twice, at any interval of not less than seven days between publications, in the Authorized Newspapers, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than 30 days after the date of the first publication of such notice, the balance of such moneys then unclaimed shall be returned to the City.

Section 702. Certified Copies. The City Clerk shall provide a certified copy of this Accompanying Document to the City Treasurer who is hereby authorized and directed to take such action as shall be necessary to assure compliance by the City with the terms and conditions hereof.

Section 703. Funds, Accounts and Subaccounts. Any fund, account or subaccount required herein to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee either as an account, subaccount or a fund, and may, for the purposes of such accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account, subaccount or a fund; but all such records with respect to all such accounts, subaccounts and funds shall at all times be maintained in accordance with sound corporate trust industry practice and with due regard for the protection of the security of the 2012-13 TRANs and the rights of the Owners with respect to the 2012-13 TRANs.

Section 704. Article and Section Headings and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof. All references herein to "Articles," "Sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith," "hereunder" and other words of similar import refer to this Accompanying Document as a whole and not to any particular article, section, subdivision or clause hereof.

Section 705. Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the City or the Trustee shall be contrary to law, then such agreement or agreements, such covenant or covenants

or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof or of the 2012-13 TRANs, and the Owner with respect to the 2012-13 TRANs shall retain all the benefit, protection and security afforded to them hereunder or any applicable provisions of law. The City and the Trustee hereby declare that they would have executed and delivered this Accompanying Document and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the 2012-13 TRANs pursuant hereto irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

Section 706. Execution in Several Counterparts. This Accompanying Document may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the City and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 707. Governing Law. This Accompanying Document shall be interpreted, governed and enforced in accordance with the laws of the State of California. If any party to this Accompanying Document initiates any legal or equitable action to enforce the terms of this Accompanying Document, to declare the rights of the parties under this Accompanying Document or which relates to this Accompanying Document in any manner, each such party agrees that the place of making and for performance of this Accompanying Document shall be Los Angeles County, State of California, and the proper venue for any such action shall be the Superior Court of the State of California, in and for the County of Los Angeles.

Section 708. Notices. All approvals, authorizations, consents, demands, designations, notices, offers, requests, statements or other communications hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered personally or if mailed by United States first class mail, postage prepaid,

IN WITNESS WHEREOF, I have set my hand onto this Accompanying Document Providing for the Terms and Conditions of Issuance and Sale of 2012-13 Tax and Revenue Anticipation Notes dated as of the day and year first above written.

CITY OF COMPTON

By: _____
Douglas Sanders
City Treasurer

APPROVED:

CRAIG J. CORNWELL , CITY ATTORNEY:

By: _____
Craig J. Cornwell
City Attorney

ACKNOWLEDGED AND AGREED TO BY:

U.S. BANK, NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Officer

COUNTY OF LOS ANGELES

By: _____
Treasurer and Tax Collector

COUNTY OF LOS ANGELES

By: _____
Auditor-Controller

EXHIBIT A TO ACCOMPANYING DOCUMENT**FORM OF 2012-13 TRANS**

THIS NOTE MAY NOT BE EXCHANGED OR TRANSFERRED EXCEPT AS PROVIDED IN THE RESOLUTION AND ACCOMPANYING DOCUMENT DESCRIBED HEREIN. .

**United States of America
State of California
CITY OF COMPTON
2012-13 TAX AND REVENUE ANTICIPATION NOTES, SERIES A**

<u>Interest Rate</u>	<u>Dated Date</u>	<u>Maturity Date</u>	<u>CUSIP Number</u>
____%	November 20, 2012	June 28, 2013	

Registered Owner: Cede & Co.

Principal Amount: \$10,560,000

The City of Compton, a political subdivision of the State of California (herein called the "City"), acknowledges itself indebted to, and for value received hereby promises to pay to, the Registered Owner hereof, or registered assigns, interest at the Interest Rate specified above and the Principal Amount on the Maturity Date upon presentation and surrender of this note at the Principal Office of U.S. Bank, National Association, as Trustee (the "Trustee"), in lawful money of the United States of America,. Interest on this Note shall accrue from the Dated Date set forth above and shall be computed on the basis of a 360-day year comprised of 12 months of 30 days.

This Note is one of a duly authorized an issue of notes of the City designated as its "2012-13 Tax and Revenue Anticipation Notes, Series A" (the "Notes"), issued in an aggregate principal of \$10,560,000 in full compliance with the Constitution and statutes of the State of California, particularly Article 7.6 of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code being Sections 53850 to 53858, inclusive, as amended and Section 1403 of the City Charter of the City (collectively, the "Authorizing Law") and under and pursuant to the resolution of the City Council of the City, adopted on November 13, 2012, entitled "A Resolution of the Council of The City of Compton, California Authorizing the Issuance and Sale of Tax and Revenue Anticipation Notes for Fiscal Year 2012-13 in an Aggregate Principal Amount not to exceed \$10,600,000," (such resolution, as the same may be amended or supplemented from time to time, is herein called the "Resolution"), and is issued on the terms and conditions set forth in the Accompanying Document, dated as of November 1, 2012, entitled "Accompanying Document Providing for the Terms and Conditions of the Issuance and Sale of the City of Compton 2012-13 Tax and Revenue Anticipation Notes, Series A" (as the same may be amended or supplemented from time to time, is herein called the "Accompanying Document"). Capitalized terms used and not otherwise defined shall have the meanings given such terms in the Accompanying Document. Copies of the Resolution and the Accompanying Document are on file at the office of the Clerk of the City Council, and reference to the Resolution and any and all supplements thereto and modifications and amendments thereof, to the Accompanying Document and any and all supplements thereto and modifications and amendments thereof, and to the Authorizing Law is made for a complete statement of such terms and conditions.

The 2012-13 TRANs and the interest thereon are ratably secured by a pledge by the City of certain unrestricted taxes, income, revenue, cash receipts and other moneys attributable solely to the City's Fiscal Year 2012-13, as more fully described in the Accompanying Document. In accordance with California law, the 2012-13 TRANs are general obligations of the City but payable from taxes, income, revenues, cash receipts and other moneys of the City, including moneys deposited in inactive or term deposits (but excepting certain moneys which, when received by the City, will be encumbered for a special purpose unless an equivalent amount of the proceeds from said Notes is set aside for and used for said special purpose) received or accrued by the City during Fiscal Year 2012-13 that are lawfully available for payment of the 2012-13 TRANs and the interest thereon (collectively, the "Unrestricted Revenues"). Pursuant to the Authorizing Law and the Direction Letter, the City has directed from the Unrestricted Revenues available for the payment of principal of and interest on the 2012-13 TRANs the County Collected Revenues as security for the 2012-13 TRANs. The City Treasurer shall cause to be deposited into the 2012-13 TRANs Repayment Fund (subject to the provisions set forth in the Accompanying Document) all County Collected Revenues allocated or attributable to the City until the amounts in the 2012-13 TRANs Repayment Fund shall equal the Repayment Amount. To the extent not paid from the Unrestricted Revenues pledged for the repayment thereof as more fully described in the Accompanying Document, the 2012-13 TRANs shall be paid with the interest thereon from other moneys of the City lawfully available therefor.

The 2012-13 TRANs may not be exchanged for other Notes except as provided in the Accompanying Document.

To the extent and in the manner permitted by the terms of the Resolution, the provisions of the Resolution and the Accompanying Document, or any supplemental resolution amending the Resolution and the Accompanying Document, may be amended by the City; provided, however, that no such amendment shall permit a change in the terms of maturity, the principal of any Note or of the then prevailing interest thereon or a reduction in the principal amount thereof without the consent of the owners of such Notes or shall reduce the percentage of Notes the consent of the owners of which is required to effect any such amendment or change the dates or amounts of the pledges set forth in the Resolution.

It is hereby certified and recited that all conditions, acts and things required by law and the Resolution and the Accompanying Document to exist, to have happened and to have been performed precedent to and during the issuance of the 2012-13 TRANs, do exist, have happened and have been performed, in due time, form and manner, as required by law and the Resolution and the Accompanying Document, and that the 2012-13 TRANs, together with all other indebtedness of the City, is within every debt and other limit prescribed by the laws of the State of California.

#19.

IN WITNESS WHEREOF, THE CITY OF COMPTON has caused this Note to be signed in its name and on its behalf by the manual or facsimile signature of the City Treasurer of the City and attested to by the City Clerk as of the Dated Date set forth above.

CITY OF COMPTON

City Treasurer

ATTEST:

CITY CLERK

By: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Note is one of the 2012-13 TRANs delivered pursuant to the within-mentioned Resolution.

DATED: November 20, 2012

U.S. Bank, National Association, as Trustee

BY: _____
Authorized Officer

ASSIGNMENT

For value received _____ hereby sell(s), assign(s) and transfer(s) unto _____ the within Note and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the Note Register of the Trustee, with full power of substitution in the premises.

Dated: _____

Signature of Registered Owners: _____

Signature Guaranteed by: _____

Note: The signature on this Assignment must correspond with the name as written on the face of the within note in every particular, without alteration or enlargement or any change whatsoever and must be guaranteed by a commercial bank, trust company, or a member firm of the New York Stock Exchange.

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the “Disclosure Agreement”) is dated and made as of November 1, 2012 by and between the City of Compton (the “City”) and U.S. Bank National Association, the dissemination agent (the “Dissemination Agent”) in connection with the issuance of the \$10,560,000 City of Compton 2012-13 Tax and Revenue Anticipation Notes, Series A (the “2012-13 TRANs”). All capitalized terms not otherwise defined in this Disclosure Agreement, shall have the respective meanings set forth in the Accompanying Document, dated as of November 1, 2012 (the “Accompanying Document”) executed by the City. In connection therewith, the City and the Dissemination Agent agree as follows:

ARTICLE I**The Disclosure Agreement**

Section 1.1. Purpose. This Disclosure Agreement is being entered into and delivered by the City and the Disclosure Agreement for the benefit of the Owner of the 2012-13 TRANs, or if the 2012-13 TRANs are registered in the name of The Depository Trust Company or another recognized depository, any applicable participant in such depository system (collectively, the “Holders”) and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any 2012-13 TRANs (including persons holding 2012-13 TRANs through nominees, depositories or other intermediaries), or (b) is treated as the owner of any 2012-13 TRANs for federal income tax purposes (collectively, the “Beneficial Owners”) of the 2012-13 TRANs.

Section 1.2. Listed Event Notices. If a Listed Event (defined herein) occurs, the City shall provide or cause to be provided by the Dissemination Agent, in a timely manner not in excess of ten (10) Business Days after the occurrence of such Listed Event, notice of such Listed Event to the MSRB through its EMMA System and the Trustee. For purposes of this Disclosure Agreement, “Business Day” means any day of the year other than Saturday or Sunday or any other day on which banks in New York, New York or San Francisco, California are not authorized or obligated by law or executive order to close and on which the New York Stock Exchange is not closed. The following events are each a “Listed Event” with respect to the 2012-13 TRANs:

1. Principal and interest payment delinquencies.
2. Non-payment related defaults, if material.
3. Modifications to rights of Holders, if material.
4. Bond calls, if material and tender offers.
5. Defeasances.
6. Rating changes.
7. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (Internal Revenue Service Form 5701-TEB) or other material notices of determinations with respect to the tax status of the 2012-13 TRANs, or other material events affecting the tax status of the 2012-13 TRANs.
8. Unscheduled draws on the debt service reserves reflecting financial difficulties.
9. Unscheduled draws on the credit enhancements reflecting financial difficulties.

#19.

10. Release, substitution or sale of property securing repayment of the 2012-13 TRANs, if material.
11. Bankruptcy, insolvency, receivership or similar event of the City (such event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under State or federal law in which a court or government authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City;
12. Substitution of credit or liquidity providers, or their failure to perform;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material; and
15. Any amendment or waiver of a provision of this Disclosure Agreement.

The City notes that items 6, 8, 9, 10 and 12 are not applicable to the 2012-13 TRANs. The Dissemination Agent shall promptly advise the City whenever, in the course of performing its duties as Trustee (defined herein) under the Trust Agreement, dated as of November 1, 2012 (the “Trust Agreement”) by and between the City and U.S. Bank National Association, as trustee (the “Trustee”), the Trustee has actual notice of an occurrence which, if material, would require the City to provide a Listed Event Notice hereunder; provided, however, that the failure of the Trustee so to advise the City shall not constitute a breach by the Trustee of any of its duties and responsibilities under this Disclosure Agreement or the Trust Agreement.

Section 1.3. Additional Disclosure Obligations. The City acknowledges and understands that other State and federal laws, including but not limited to the Securities Act of 1933, as amended, and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the City and that, under some circumstances, compliance with this Disclosure Agreement without additional disclosures or other action may not fully discharge all duties and obligations of the City under such laws.

Section 1.4. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the City chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the City shall have no obligation under this Disclosure Agreement to update such information or include it in any future notice of occurrence of a Listed Event.

Section 1.5. No Previous Non-Compliance. The City represents that in the previous five years it has not failed to comply in any material respects with any previous undertaking in a written contract or agreement specified in paragraph (b)(5)(i) of the Rule except as otherwise disclosed in the Official Statement dated [Pricing Date] relating to the 2012-13 TRANs.

ARTICLE II Operating Rules

Section 2.1. CUSIP Numbers. Whenever providing information to the MSRB, including but not limited to Listed Even Notices the City shall indicate the full name of the 2012-13 TRANs and the 9-digit CUSIP number for such 2012-13 TRANs as to which the provided information relates.

Section 2.2. Transmission of Information and Notices. Unless otherwise required by law and, in the City's sole determination, subject to technical and economic feasibility, the City shall employ such methods of information and notice transmission as shall be requested or recommended by the herein-designated recipients of the City's information and notices.

Section 2.3. Fiscal Year. The City's Fiscal Year currently begins July 1 and ends on the next succeeding June 30, and the City shall promptly notify (i) the MSRB and (ii) the Trustee of each change in its Fiscal Year.

Section 2.4. Filing with Certain Dissemination Agents. The City may from time to time designate an agent to act on its behalf in providing or filing notices, documents and information as required of the City under this Disclosure Agreement, and revoke or modify any such designation.

ARTICLE III Termination, Amendment and Enforcement

Section 3.1. Effective Date; Termination. The obligations of the City and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the 2012-13 TRANs. If such termination occurs prior to the final maturity of the 2012-13 TRANs, the City shall give notice of such termination in the same manner as for a Listed Event under Section 1.2 hereof.

Section 3.2. This Disclosure Agreement, or any provision hereof, shall be null and void in the event that the City and the Trustee (1) receive an opinion of Hawkins Delafield & Wood LLP or other nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the City and the Dissemination Agent, to the effect that those portions of the Rule which require this Disclosure Agreement, or any of the provisions hereof, do not or no longer apply to the 2012-13 TRANs, whether because such portions of the Rule are invalid, have been repealed, or otherwise, as shall be specified in such opinion, and (2) delivers copies of such opinion to the MSRB through its EMMA system within ten (10) Business Days from the execution thereof

Section 3.3. Amendment. (a) This Disclosure Agreement may be amended by the City and the Trustee without the consent of the holders of the 2012-13 TRANs (except to the extent required under clause 3.3(a)(4)(ii) hereof), if all of the following conditions are satisfied:

- (1) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the City or the type of business conducted thereby;

(2) this Disclosure Agreement as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(3) the City and the Dissemination Agent shall have received an opinion of Hawkins Delafield & Wood LLP or other nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the City and the Dissemination Agent, to the same effect as set forth in clause 3.2(a)(2) above;

(4) either (i) the City and the Dissemination Agent shall have received an opinion of Hawkins Delafield & Wood LLP or other nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the City and the Dissemination Agent, to the effect that the amendment does not materially impair the interests of the holders of the 2012-13 TRANs or (ii) is approved by the Holders of the 2012-13 TRANs in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders; and

(5) the City shall have delivered copies of such opinion and amendment to the MSRB through its EMMA system within ten (10) Business Days from the execution thereof.

(b) In addition to subsection 3.3(a) above, this Disclosure Agreement may be amended and any provision of this Disclosure Agreement may be waived, by written certificate of the City, without the consent of the holders of the 2012-13 TRANs, if all of the following conditions are satisfied:

(1) an amendment to the Rule is adopted, or a new or modified official interpretation of the Rule is issued, after the effective date of this Disclosure Agreement which is applicable to this Disclosure Agreement;

(2) the City and the Dissemination Agent shall have received an opinion of Hawkins Delafield & Wood LLP or other nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the City and the Dissemination Agent, to the effect that performance by the City under this Disclosure Agreement as so amended or giving effect to such waiver, as the case may be, will not result in a violation of the Rule; and

(3) the Dissemination Agent shall have delivered copies of such opinion and amendment to the MSRB through its EMMA system.

(c) In the event of any amendment or waiver of a provision of this Disclosure Agreement, the City shall describe such amendment in the Listed Event Notice, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, notice of such change shall be given in the same manner as for a Listed Event under Section 1.2 hereof.

Section 3.4. Benefit; Third-Party Beneficiaries; Enforcement. (a) The provisions of this Disclosure Agreement shall constitute a contract with and inure solely to the benefit of the holders of the 2012-13 TRANs, except that beneficial owners of 2012-13 TRANs shall be third-party beneficiaries of this Disclosure Agreement.

(b) (a) Except as expressly provided in this subsection (b), the provisions of this Disclosure Agreement shall create no rights in any person or entity. The obligations of the City to comply with the provisions of this Disclosure Agreement shall be enforceable, in the case of enforcement of obligations to provide notices, by the Dissemination Agent on behalf of the holders of Outstanding 2012-13

TRANS. The holders' and Dissemination Agent's rights to enforce the provisions of this Disclosure Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance any holder of 2012-13 TRANS. Such holders' rights to enforce the provisions of this Disclosure Certificate of the City's obligations under this Disclosure Agreement. In consideration of the third party beneficiary status of beneficial owners of 2012-13 TRANS pursuant to subsection (a) of this Section, beneficial owners shall be deemed to be holders of 2012-13 TRANS for purposes of this subsection (b).

(c) Any failure by the City or the Dissemination Agent to perform in accordance with this Disclosure Agreement shall not constitute a default or an Event of Default under the Trust Agreement, and the rights and remedies provided by the Resolution upon the occurrence of a default or an Event of Default shall not apply to any such failure.

(d) This Disclosure Agreement shall be construed and interpreted in accordance with the laws of the State; provided, however, that to the extent this Disclosure Agreement addresses matters of federal securities laws, including the Rule, this Disclosure Agreement shall be construed in accordance with such federal securities laws and official interpretations thereof. If any party initiates any legal or equitable action to enforce the terms of this Disclosure Agreement, to declare the rights of any party under this Disclosure Agreement or which relates to this Disclosure Agreement in any manner, each such party agrees that the place of making and for performance of this Disclosure Agreement shall be :Los Angeles, California, State of California, and the proper venue for any such action is the Superior Court of the State of California, in and for the City of Compton.

ARTICLE IV Miscellaneous

Section 4.1. Duties, Immunities and Liabilities of Trustee. Article III of the Trust Agreement is hereby made applicable to this Agreement as if this Disclosure Agreement were, solely for this purpose, contained in the Trust Agreement. The Trustee shall have only such duties under the Disclosure Agreement as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Trustee, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct in the performance of its duties hereunder. Such indemnity shall be separate from and in addition to that provided to the Trustee under the Trust Agreement. The obligations of the City under this Section shall survive resignation or removal of the Trustee and payment of the 2012-13 TRANS.

Section 4.2. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision hereof.

Section 4.3. Partial Invalidity. If any one or more of the agreements, conditions, covenants or terms hereof shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining agreements, conditions, covenants or terms hereof shall be affected thereby, and each provision of this Disclosure Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 4.4. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

#19.

IN WITNESS WHEREOF, the undersigned have duly authorized, executed and delivered this Disclosure Agreement as of the date first written above.

CITY OF COMPTON

By: _____
City Treasurer

U.S. BANK NATIONAL ASSOCIATION,
as Dissemination Agent

By: _____
Authorized Officer

DIRECTION LETTER

November 20, 2012

City of Compton
205 S. Willowbrook Avenue
Compton, California 90220
Attention: City Treasurer

County of Los Angeles
500 West Temple Street, Room 525
Kenneth Hahn Hall of Administration
Los Angeles, California 90012
Attention: Department of the Auditor-Controller

Re: \$10,560,000 City of Compton, California 2012-13 Tax and Revenue Anticipation Notes

Ladies and Gentlemen:

This Direction Letter to the County of Los Angeles (the “County”) by the City of Compton (the “City”), and agreed to and acknowledged by U.S. Bank National Association, as Trustee (the “Trustee”) for the City’s 2012-13 Tax and Revenue Anticipation Notes (the “Notes”) and the Auditor-Controller of the County of Los Angeles (the “Auditor-Controller”), is delivered pursuant to a resolution adopted by the City Council of the City on November 13, 2012 (the “Resolution”), the Accompanying Document Providing for the Terms and Conditions of the Issuance and Sale of the City of Compton 2012-13 Tax and Revenue Anticipation Notes, dated November 20, 2012 (the “Accompanying Document”), executed by the City Treasurer of the City (the “City Treasurer”) and the Trust Agreement dated as of November 1, 2012, by and between the City and the Trustee. All capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Accompanying Document.

Pursuant to Section 402 of the Accompanying Document, the City Treasurer has caused to be established by the Trustee the 2012-13 TRANs Repayment Fund. The City hereby directs the Auditor-Controller to deposit the County Collected Revenues (as defined in the Accompanying Document) as set forth in the Section 402 of the Accompanying Document and to transfer such County Collected Revenues to the Trustee for deposit in the 2012-13 TRANs Repayment Fund held by the Trustee. The County shall transfer 100% of the County Collected Revenues allocable to the City to the Trustee. Such transfers shall take place each month on the date that the County apportions such revenues to all local taxing agencies. The terms of this Direction Letter shall be irrevocable and shall not terminate until (1) the amounts in the 2012-13 TRANs Repayment Fund shall equal the \$_____, and (2) the County shall have received a Written Direction from the City stating that the Auditor-Controller shall henceforth transfer to the City the County Collected Revenues.

#19.

IN WITNESS WHEREOF, I have set my hand onto this Direction Letter on this 20th day of November, 2012.

CITY OF COMPTON

By: _____
Douglas Sanders
City Treasurer

APPROVED AS TO FORM:

CRAIG J. CORNWELL, City Attorney:

By: _____
Craig J. Cornwell
City Attorney

ACKNOWLEDGED AND AGREED TO BY:

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Authorized Officer

COUNTY OF LOS ANGELES

By: _____
Auditor-Controller

\$10,560,000
CITY OF COMPTON, CALIFORNIA
2012-13 TAX AND REVENUE ANTICIPATION NOTES, SERIES A
NOTE PURCHASE AGREEMENT

November 20, 2012

City of Compton, California
 205 S. Willowbrook Avenue
 Compton, California 90220

IFS Securities
 303 Perimeter Center N, Suite 300
 Atlanta, Georgia 30346

[Purchaser] (the “Purchaser”), hereby offers to enter into this Note Purchase Agreement (this “Note Purchase Agreement”) with the City of Compton (the “City”), a municipal corporation organized and existing under the Charter of the City, as amended (the “City Charter”) and the Constitution and laws of the State of California (the “State”), and IFS Securities, as placement agent (the “Placement Agent”), which upon written acceptance of this offer will be binding upon the City, the Placement Agent and the Purchaser. This offer is made subject to the written acceptance hereof by the City and the Placement Agent on or before 5:00 p.m., California time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Purchaser upon notice delivered to the City and the Placement Agent at any time prior to the acceptance hereof by the City and the Placement Agent.

Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Purchaser hereby agree to purchase from the City, and the City hereby agrees to sell and deliver to the Purchaser, all (but not less than all) of the \$10,560,000 aggregate principal amount of the City of Compton, California 2012-13 Tax and Revenue Anticipation Notes, Series A (the “Notes”) issued pursuant to a resolution adopted by the City Council of the City on November 6, 2012 entitled “A Resolution of the Council of the City of Compton, California Authorizing the Issuance and Sale of Tax and Revenue Anticipation Notes for Fiscal Year 2012-13 in an Aggregate Principal Amount Not to Exceed \$10,600,000” (the “Resolution”) and subject to the terms and conditions set forth in the Accompanying Document Providing for the Terms and Conditions of the Issuance and Sale of the City of Compton 2012-13 Tax and Revenue Anticipation Notes dated as of November 1, 2012 (the “Accompanying Document”). The Notes shall be dated November 20, 2012, shall mature on June 28, 2012 and bear interest at ___% per annum. The purchase price for the Notes shall be 100% of the principal amount of the Notes.

1. The Notes and the Private Placement Memorandum.

(a) The Notes shall be as described in the Accompanying Document, and shall be issued and secured under and pursuant to the provisions of Section 1403 of the City Charter, together with Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the “Authorizing Law”), the Resolution and the Trust

Agreement, dated as of November 1, 2012 (the “Trust Agreement”) by and between the City and U.S. Bank National Association, as trustee (the “Trustee”).

(b) The Preliminary Private Placement Memorandum of the City, dated November 14, 2012, including the cover page and Appendices thereto, relating to the Notes (together with any documents incorporated therein by reference and any supplements or amendments thereto, and as disseminated in its printed physical form or in electronic form materially consistent with such physical form, the “Preliminary Private Placement Memorandum”), as amended to conform to the terms of this Note Purchase Agreement and with such changes and amendments, and executed by an authorized representative of the City, is hereinafter called the “Private Placement Memorandum.”

2. **Certain Covenants and Agreements of the City.** The City covenants and agrees to apply the proceeds from the sale of the Notes as provided in the Resolution, the Accompanying Document, the Trust Agreement and the Direction Letter dated November 20, 2012 (the “Direction Letter”) from the City to the County of Los Angeles (the “County”), and agreed to and acknowledged by the Trustee and the Auditor-Controller of the County, subject to all of the terms, conditions and provisions of the Resolution, the Accompanying Document, the Trust Agreement and the Direction Letter, and not knowingly to take or omit to take any action which will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Notes, in that the City agrees to comply with the provisions of the Tax Certificate executed by the City at the time of delivery of the Notes (the “Tax Certificate”).

3. **Representations and Warranties of the City.** The City represents and warrants to each of the Purchaser, as of the date hereof, as follows:

(a) The City is a municipal corporation organized and existing under a charter duly adopted pursuant to the provisions of the Constitution of the State and has full legal right, power and authority under the Resolution, and at the date of the Closing will have full legal right, power and authority under the Authorizing Law and the Resolution (i) to enter into this Note Purchase Agreement, the Continuing Disclosure Agreement dated as of November 1, 2012 (the “Continuing Disclosure Agreement”), by and between the City and U.S. Bank National Association, as dissemination agent (the “Dissemination Agent”), the Trust Agreement and the Direction Letter, to execute the Accompanying Document and to adopt the Resolution, (ii) to sell, issue and deliver the Notes to the Purchaser as provided herein, and (iii) to carry out and consummate the transactions contemplated by this Note Purchase Agreement, the Resolution, the Accompanying Document, the Continuing Disclosure Agreement, the Trust Agreement, the Direction Letter and the Private Placement Memorandum; and the City has complied and will at the Closing be in compliance in all material respects with the terms of the Authorizing Law and the Resolution as they pertain to such transactions;

(b) By all necessary official action of the City prior to or concurrently with the acceptance hereof, the City has duly adopted the Resolution at a meeting of the City Council called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, has duly authorized and approved the execution and delivery of, and the performance by the City of the obligations on its part contained in, the Notes, the Resolution, the Accompanying Document, the Continuing Disclosure Agreement, the Trust Agreement, the Direction Letter and this Note Purchase Agreement, and the consummation by it of all other

transactions contemplated by the Private Placement Memorandum, the Resolution, the Accompanying Document, the Trust Agreement, the Direction Letter, the Continuing Disclosure Agreement and this Note Purchase Agreement. The Resolution, the Accompanying Document, the Trust Agreement, assuming due authorization, execution and delivery by the Trustee, the Continuing Disclosure Agreement, assuming due authorization, execution and delivery by the Dissemination Agent, the Direction Letter and this Note Purchase Agreement, assuming due authorization, execution and delivery hereof by the Purchaser, constitute legal, valid and binding obligations of the City, are enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to or affecting the enforcement of creditors' rights, the application of general principles of equity if equitable remedies are sought and to the extent the indemnification provisions in this Note Purchase Agreement may be limited by applicable federal and state securities laws; the Notes, when issued, authenticated and delivered to the Purchaser in accordance with the Resolution, the Accompanying Document, the Trust Agreement and this Note Purchase Agreement will constitute legal, valid and binding general obligations of the City entitled to the benefits of, and payable from sources specified in, the Resolution, the Accompanying Document, the Trust Agreement and the Direction Letter and enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws relating to or affecting the enforcement of creditors' rights and the application of the general principles of equity if equitable remedies are sought and to the extent the indemnification provisions in this Note Purchase Agreement may be limited by applicable federal and state securities laws; upon the issuance, authentication and delivery of the Notes, the Resolution will provide, from time to time for the benefit of the registered owner of the Notes, the legal, valid and binding pledge of and lien on the Pledged Moneys (as defined in the Resolution and the Accompanying Document) it purports to create, subject only to the provisions of the Resolution and the Accompanying Document permitting the application thereof on the terms and conditions set forth in the Resolution and the Accompanying Document;

(c) All authorizations, approvals, licenses, permits, consents and orders of any State governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization of, which would constitute a condition precedent to, or, to the best knowledge of the City, the absence of which would materially adversely affect the due performance by the City of its obligations under, this Note Purchase Agreement, the Resolution, the Accompanying Document, the Trust Agreement, the Direction Letter, the Continuing Disclosure Agreement and the Notes have been duly obtained, except for such approvals, consents and orders as are stated in the Private Placement Memorandum as yet to be obtained or as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Notes;

(d) Any certificate signed by any officer of the City and delivered to the Purchaser pursuant to the Notes, the Resolution, Accompanying Document, the Trust Agreement, the Direction Letter, the Continuing Disclosure Agreement, and this Note Purchase Agreement or any document contemplated thereby shall be deemed a representation and warranty by the City to the Purchaser as to the statements made therein and that such officer shall have been duly authorized to execute the same;

(e) To the best knowledge of the City except as set forth in the Private Placement Memorandum, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending in which service of

process has been completed, or threatened against the City, (i) affecting the corporate existence of the City or the titles of its executive officers to their respective offices, or (ii) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Notes or the pledge of and lien on the Pledged Moneys of the City pursuant to the Resolution or (iii) in any way contesting or affecting the validity or enforceability of the Notes, the Resolution, the Accompanying Document, the Trust Agreement, the Direction Letter, the Continuing Disclosure Agreement, or this Note Purchase Agreement, or (iv) contesting the exclusion from gross income of interest on the Notes for federal income tax purposes, nor, to the best knowledge of the City, is there any basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (i) through (iv) of this sentence, or (v) contesting the powers of the City for the issuance of the Notes, the adoption of the Resolution or the execution and delivery of this Note Purchase Agreement, the Accompanying Document, the Trust Agreement, the Direction Letter and the Continuing Disclosure Agreement nor is there any reasonable basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Notes, the Resolution, the Accompanying Document, the Trust Agreement, the Direction Letter, the Continuing Disclosure Agreement or this Note Purchase Agreement;

(f) (i) The financial statements of the City in the Private Placement Memorandum fairly present the financial position and results of the operations of the City as of the dates and for the periods therein set forth, and the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied, and (ii) the other financial information with respect to the City including the Cash Flows, and the budget information included therein, has not been audited and the City has a reasonable basis to believe in the truth and accuracy of the information provided therein.

All representations, warranties and agreements of the City shall remain operative and in full force and effect, regardless of any investigations made by or on the Purchaser' behalf, and shall survive the delivery of the Notes.

4. **Representations, Warranties and Agreements of the Purchaser.** The Purchaser represents, warrants to and agrees with the City that:

(a) The Purchaser is duly and validly organized under the laws of its jurisdiction of incorporation or organization, and has the requisite power and authority to purchase the Notes.

(b) The Purchaser is a "Qualified Institutional Buyer" as that term is defined under Rule 144A of the Securities Act of 1933, as amended.

(c) The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the investment represented by the Notes and is able to bear the economic risks of such investment;

(d) The Notes are being acquired by the Purchaser for investment and not with a view to, or for resale in connection with, any distribution of the Notes. The Purchaser intends to hold the Notes for its own investment portfolio through the maturity of the Notes, and acknowledges that the Notes are nonnegotiable and non-transferable prior to maturity. The Purchaser does not have the right prior to maturity to sell or transfer the Notes, to create any participation interests in the Notes, to deposit the Notes into any affiliated investment companies or trusts or to otherwise directly or

indirectly transfer or assign any interests in the Notes. The Purchaser understands that it may need to bear the risks of this investment for an indefinite time because any transfer of the Notes prior to maturity is not permitted.

(e) The Purchaser understands that the Notes are not registered under the Securities Act and that such registration is not legally required as of the date hereof; and further understands that the Notes: (i) are not being registered or otherwise qualified for sale under the “Blue Sky” laws and regulations of any state; (ii) will not be listed in any stock or other securities exchange; (iii) will not carry a rating from any rating service; and (iv) will be delivered in a form which is non-negotiable and non-transferable;

(f) The Purchaser acknowledges that it has either been supplied with or been given access to information to which a reasonable investor would attach significance in making investment decisions, and the Purchaser has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the financial condition of the City, the Notes and the security therefor so that, as a reasonable investor, The Purchaser has been able to make an informed investment decision to purchase the Notes.

(g) The Purchaser has made its own inquiry and analysis with respect to the Notes and the security therefor, and other material factors affecting the security and payment of the Notes. The Purchaser recognizes and agrees that none of the City, any employee of the City, any member of the City Council of the City, counsel to the City or Bond Counsel has made any representations or statements (expressed or implied) with respect to the accuracy or completeness of any of the information reviewed by the Purchaser in connection with the Purchaser’s purchase of the Bond other than as set forth in the Resolution, the Accompanying Document, the Trust Agreement, the Direction Letter, the Note Purchase Agreement, legal opinions or other documentation delivered upon issuance of the Notes and that such parties have no duty to the Purchaser or the Purchaser to make any representation or provide any disclosure document to the Purchaser or the Purchaser in connection with its purchase of the Notes other than as set forth in the Accompanying Document, the Trust Agreement, legal opinions or other documentation delivered upon issuance of the Notes. In making its investment decision, the Purchaser is relying solely upon the Purchaser’s own examination of the City and the Notes.

(h) The Purchaser can bear the economic risk of the purchase of the Notes (including the total loss of its investment).

5. Closing.

(a) At 8:00 a.m., California time, on November 20, 2012, or at such other time and date as shall have been mutually agreed upon by the City and the Purchaser, the City will, subject to the terms and conditions hereof, deliver the Notes to the Purchaser duly executed and authenticated, together with the other documents hereinafter mentioned, and the Purchaser will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Notes as set forth in Section 1 hereof by Federal Reserve wire of immediately available funds payable to the order of the City. Such delivery of and payment for the Notes is referred to herein as the “Closing”.

(b) Delivery of the Notes shall be made at, or, in accordance with the operating procedures thereof, through DTC. The Notes shall be delivered in fully registered form, without

coupons, bearing CUSIP number(s) and registered in the name of Cede & Co. and shall be made available to the Purchaser before the Closing for purposes of inspection. Notwithstanding the foregoing, neither the failure to print CUSIP numbers on any Note nor any error with respect thereto shall constitute cause for failure or refusal by the Purchaser to accept delivery of and pay for the Notes on the date of Closing in accordance with the terms of this Note Purchase Agreement.

6. **Closing Conditions.** The Purchaser has entered into this Note Purchase Agreement in reliance upon the representations, warranties and agreements of the City contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered on the date hereof and upon the performance by the City of its obligations hereunder as of the date hereof.

(a) At or prior to the Closing, the Purchaser shall have received copies of each of the following documents:

(i) A certificate of the City in substantially the form of Exhibit A attached hereto;

(ii) An approving opinion, dated the date of Closing, of Hawkins Delafield & Wood LLP, Bond Counsel, addressed to the City, substantially in the form of Exhibit B attached hereto, together with a reliance letter of Bond Counsel dated the Closing Date and addressed to the Purchaser and the Placement Agent, substantially in the form of Exhibit C attached hereto;

(iii) A supplemental opinion of Bond Counsel, addressed to the City, the Placement Agent and the Purchaser, dated the date of Closing, in substantially the form of Exhibit D hereto;

(iv) An opinion, dated the date of Closing, of City Attorney, as counsel to the City and addressed to the Purchaser, in substantially the form of Exhibit E hereto; and

(v) Such additional legal opinions, certificates, instruments and other documents as the Purchaser or counsel to the Purchaser may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the City's representations and warranties contained herein and of the statements and information contained in the Private Placement Memorandum and the due performance or satisfaction by the City on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the City.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Note Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance reasonably satisfactory to the Purchaser.

If the City shall be unable to satisfy the conditions to the obligations of the Purchaser to purchase, to accept delivery of and to pay for the Notes contained in this Note Purchase Agreement, or if the obligations of the Purchaser to purchase, to accept delivery of and to pay for the Notes shall be terminated for any reason permitted by this Note Purchase Agreement, this Note Purchase Agreement shall terminate and neither the Purchaser nor the City shall be under any further

obligation hereunder, except that the respective obligations of the City and the Purchaser set forth in Section 10 hereof shall continue in full force and effect.

7. **Termination.** Except for the City's obligation to indemnify the Purchaser and the Financial Advisor, which shall survive the termination of this Note Purchase Agreement, this Note Purchase Agreement shall terminate when the Notes have been purchased by the Purchaser.

8. **Indemnification.**

(a) To the maximum extent permitted by law, the City agrees to indemnify and hold harmless the Purchaser and the Placement Agent and their respective officers, directors, employees and their agents (each, an "Indemnatee") from and against any and all claims, damages, penalties, actions, losses, liabilities, judgments, suits and reasonable costs or expenses (including, without limitation, reasonable attorney's fees and expenses) whatsoever which an Indemnatee may incur (or which may be claimed against an Indemnatee by any person or entity whatsoever) by reason of or in connection with any action, proceeding or investigation (whether or not the Purchaser is a party thereto) arising from the entering into and/or performance of this Note Purchase Agreement or any Related Document or the use of the proceeds of this Notes or the consummation of any transactions contemplated herein or in the Resolution, the Accompanying Document, the Trust Agreement or the Direction Letter, including, without limitation, the reasonable fees and disbursements of counsel incurred in connection with any such action, proceeding or investigation (but excluding any such claims, damages, penalties, actions, losses, liabilities, judgments, suits and reasonable costs or expenses, to the extent incurred by reason of the gross negligence or willful misconduct of the Indemnatee, including the sale, transfer or participation of the Notes in violation of Section 4 hereof).

(b) Promptly after receipt by an Indemnatee of notice of the commencement of any action, proceeding, or investigation in respect of which indemnity or reimbursement may be sought as provided above (each, an "Indemnified Claim"), such Indemnatee will notify the City in writing of the receipt or commencement thereof, but the failure of an Indemnatee to notify the City with respect to a particular action, proceeding or investigation shall not relieve the City from any obligation or liability which it may have pursuant to this Section 10 with respect to such action, proceeding or investigation, or which it may have otherwise than pursuant to this Note Purchase Agreement with respect to any action, proceeding, or investigation, except to the extent such failure to so notify the City with respect to a particular action, proceeding or investigation results in substantial prejudice to the City, in which case the City's indemnification and reimbursement obligations shall be reduced to the extent of such prejudice.

(c) The City shall be entitled at its own expense to participate in and control the defense of any action, proceeding or investigation with counsel reasonably satisfactory to such Indemnatee. Notwithstanding the preceding sentence, an Indemnatee will be entitled to employ counsel separate from counsel for the City and from any other party in such action, proceeding or investigation and to participate in the action, proceeding, or investigation, and the City shall bear the fees and expenses of such separate counsel (and shall pay such fees and expenses as and when incurred), only if the Indemnatee and the counsel selected pursuant to the preceding sentence shall have reasonably concluded that there may be one or more legal defenses available to the Indemnatee which are different from or additional to those available to the City and which cannot be adequately raised by the selected counsel for conflict reasons. Each Indemnatee shall cause its counsel to

cooperate with the City in the defense of any action, proceeding or investigation to the extent consistent with its professional responsibilities. The City shall not be liable for the settlement by any Indemnitee of any action, proceeding or investigation effected without its consent, which consent will not be unreasonably or untimely withheld. The City shall not settle or compromise any action, proceeding or investigation, or permit a default or consent to the entry of any judgment with respect thereto, unless such settlement, compromise, default or consent includes, as an unconditional term thereof, the giving by the party other than the City thereto of an unconditional general release to all Indemnites from all liability in respect of such action, proceeding, or investigation.

9. Expenses.

(a) The Purchaser shall be under no obligation to pay and the City shall pay or cause to be paid the expenses incident to the performance of the obligations of the City hereunder including but not limited to (i) the cost of preparing, printing, issuing and delivering the definitive Notes and each of the legal documents, including the Preliminary Private Placement Memorandum and the Private Placement Memorandum and any supplements and amendments thereto, (ii) the fees and disbursements of any counsel, financial advisors, accountants or other experts or consultants retained by the City, and (iii) the fees and disbursements of Bond Counsel and Disclosure Counsel.

(b) All out-of-pocket expenses of the Purchaser, including the fees of the California Debt and Investment Advisory Commission, fees of the Purchaser's counsel, and other expenses (except as provided above), shall be paid by the Purchaser.

10. **Notices.** Any notice or other communication to be given to the City under this Note Purchase Agreement may be given by delivering the same in writing to: City of Compton, 205 S. Willowbrook Avenue, Compton, California 90220, Attention: City Treasurer; any notice or other communication to be given to the Purchaser under this Note Purchase Agreement may be given by delivering the same in writing to: [Purchaser], _____, _____, _____, Attention: _____; and any notice or other communication to be given to the Placement Agent under this Note Purchase Agreement may be given by delivering the same in writing to: IFS Securities, 303 Perimeter Center N, Suite 300, Atlanta Georgia 30346, Attention: Craig Walker, Vice President.

11. **Parties in Interest.** This Note Purchase Agreement shall constitute the entire agreement among the City, the Placement Agent and the Purchaser and is made solely for the benefit of the City, the Placement Agent and the Purchaser (including successors or assigns of the Purchaser) and no other person shall acquire or have any right hereunder or by virtue hereof. Any remedy which the Purchaser or the Placement Agent may have at law or in equity by reason of the breach of any representation or warranty of the City made herein shall not expire upon, nor be limited by, (i) delivery of and payment for the Notes pursuant to this Note Purchase Agreement, (ii) any investigations made by or on behalf of the Purchaser or (iii) termination of this Note Purchase Agreement; provided, however, that such representations and warranties are made only as of the date of this Note Purchase Agreement and as of the date of the Closing and are not continuing.

12. **Effectiveness.** This Note Purchase Agreement shall become effective upon the acceptance hereof by the City and shall be valid and enforceable at the time of such acceptance.

13. **Choice of Law.** This Note Purchase Agreement shall be governed by and construed in accordance with the law of the State applicable to contracts made and performed in such State.

14. **Entire Agreement.** This Note Purchase Agreement, together with any contemporaneous written agreements and any prior written agreements (to the extent not superseded by this Note Purchase Agreement) that relate to the offering of the Notes, represents the entire agreement between the City and the Purchaser with respect to the preparation of the Preliminary Private Placement Memorandum and the Private Placement Memorandum, and the conduct of the offering, and the purchase and sale of the Notes.

15. **Representative Capacity.** Any authority, right, discretion or other power conferred upon the Purchaser or the Purchaser under any provision of this Note Purchase Agreement may be exercised by the Purchaser on behalf of the Purchaser, and the City shall be entitled to rely upon any request, notice or statement if the same shall have been given or made by the Purchaser. The Purchaser represents that it has been duly authorized to execute this Note Purchase Agreement and to take such action as it may deem advisable in respect of all matters pertaining to this Note Purchase Agreement.

16. **Severability.** If any provision of this Note Purchase Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy or for any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Note Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

17. **Section Headings.** Section headings have been inserted in this Note Purchase Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Note Purchase Agreement and will not be used in the interpretation of any provisions of this Note Purchase Agreement.

#19.

18. **Counterparts.** This Note Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

Very truly yours,

[PURCHASER], as Purchaser

By: _____
Authorized Officer

IFS SECURITIES, as Placement Agent

By: _____
Authorized Officer

CITY OF COMPTON

By: _____
Douglas Sanders
City Treasurer

Approved as to form:

CRAIG J. CORNWELL, CITY ATTORNEY

By: _____
City Attorney

EXHIBIT A**FORM OF CITY CLOSING CERTIFICATE**

I, Douglas Sanders, City Treasurer of the City of Compton (the “City”), acting on behalf of the City, solely in my official capacity and not in my personal capacity, hereby certify in connection with the issuance and delivery of \$10,560,000 aggregate principal amount of the City’s 2012-13 Tax and Revenue Anticipation Notes (the “Notes”), that:

(i) I am a duly qualified and acting representative of the City and as such am familiar with the facts herein certified and am authorized and qualified to certify the same.

(ii) I am acting on behalf of the City solely in my official capacity, and not in any personal capacity whatsoever.

(iii) The City has performed all its obligations required under or specified in Resolution No. ___ of the City Council of the City adopted on November 13, 2012 (the “Resolution”), the Accompanying Document Providing for the Terms and Conditions of the Issuance and Sale of the City of Compton 2012-13 Tax and Revenue Anticipation Notes dated as of November 1, 2012 (the “Accompanying Document”), the Trust Agreement dated as of November 1, 2012 by and between the City and U.S. Bank National Association, as trustee (the “Trustee”), the Direction Letter dated November 20, 2012 from the City to the County of Los Angeles, and the Note Purchase Agreement dated November 20, 2012 (the “Purchase Agreement”) by and among the City, [Purchaser], as purchaser and IFS Securities, as placement agent, required to be performed at or prior to the date hereof.

(iv) The representations and warranties of the City contained in the Note Purchase Agreement, the Resolution, the Accompanying Document, the Trust Agreement, the Direction Letter and the Continuing Disclosure Agreement dated as of November 1, 2012, by and between the City and U.S. Bank National Association, as dissemination agent, are true and correct in all material respects on and as of the date hereof, and the Note Purchase Agreement, the Resolution, the Accompanying Document, Trust Agreement, the Direction Letter and the Continuing Disclosure Agreement, are in full force and effect and have not been amended, modified or changed.

(v) There does not exist an Event of Default (as defined in the Accompanying Document) as of the date hereof or which with the giving of notice or the lapse of time would constitute a default or Event of Default.

(vi) To the best of my knowledge, the Private Placement Memorandum dated November 20, 2012 (together with all appendices thereto, any documents incorporated therein by reference and any supplements or amendments thereto, and as disseminated in its printed physical form or in electronic form materially consistent with such physical form, the “Private Placement Memorandum”), delivered pursuant to the Note Purchase Agreement, as of the date hereof does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading provided, however, the City makes no representation or warranty

with respect to information contained in the Private Placement Memorandum with respect to The Depository Trust Company, New York, New York or its book-entry system.

(vii) The City has complied in all respects with the Authorizing Law and has complied with and satisfied all the agreements and conditions on its part to be complied with or satisfied at or prior to the date of Closing pursuant to the Note Purchase Agreement, the Resolution, the Accompanying Document and the Trust Agreement.

(viii) To the best of my knowledge, since the date of the Private Placement Memorandum, there has been no material adverse change in the condition, financial or otherwise, of the City.

All capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Note Purchase Agreement.

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of November, 2012.

CITY OF COMPTON

By: _____
Douglas Sanders
City Treasurer

EXHIBIT B
FORM OF APPROVING OPINION OF BOND COUNSEL

November 20, 2012

City Council of the City of Compton
Compton, California

Ladies and Gentlemen:

We have acted as Bond Counsel to the City of Compton, California (the "City") in connection with the issuance of its \$10,560,000 aggregate principal amount of 2012-13 Tax and Revenue Anticipation Notes, (the "Notes"). The Notes are issued under the authority of Section 1403 of the City Charter, together with Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Authorizing Law"), a resolution adopted by the City Council of the City on November 13, 2012 and entitled "A Resolution of the Council of the City of Compton, California Authorizing the Issuance and Sale of Tax and Revenue Anticipation Notes for Fiscal Year 2012-13 in an Aggregate Principal Amount Not to Exceed \$10,600,000" (the "Resolution"), the Accompanying Document Providing for the Terms and Conditions of the Issuance and Sale of the City of Compton 2012-13 Tax and Revenue Anticipation Notes dated as of November 1, 2012 (the "Accompanying Document") and the Trust Agreement, dated as of November 1, 2012 (the "Trust Agreement") by and between the City and U.S. Bank National Association, as trustee (the "Trustee").

In such connection, we have examined the Resolution, the Accompanying Document and the Trust Agreement, certain estimates, expectations and assumptions made by or on behalf of the City, originals, or copies identified to our satisfaction as being true copies, of such records and proceedings of the City and such other documents, including a certificate of the City relating to certain federal income tax matters (the "Tax Certificate"), and other matters deemed necessary to render the opinions set forth herein.

The Internal Revenue Code of 1986, as amended (the "Code"), establishes certain requirements which must be met subsequent to the issuance and delivery of the Notes in order that interest on the Notes not be included in gross income for federal income tax purposes under Section 103 of the Code. Non-compliance with such requirements may cause interest on the Notes to be included in gross income of the owners thereof for federal income tax purposes retroactive to the date of issue irrespective of the date on which such non-compliance occurs or is ascertained. We have examined the Tax Certificate delivered concurrently with the delivery of the Notes, which, in our opinion, establishes procedures under which, if followed, the requirements of the Code can be met.

Based on the foregoing, we are of the opinion that:

(1) The Notes constitute the valid and binding obligations of the City. The principal of and interest on the Notes are payable from the taxes, income, revenue, cash receipts and other moneys of the City (including moneys deposited in inactive or term deposits (but excepting certain moneys which, when received by the City, will be encumbered for a special purpose unless an equivalent amount of the proceeds from the Notes is set aside for and used for said special purpose)) received or accrued by the City for the General Fund of the City during the Fiscal Year 2012-13 that are lawfully available for payment of the Notes and the interest thereon (collectively, the “Unrestricted Revenues”), and to the extent of any deficiency, from and other moneys of the City lawfully available therefor.

(2) The Resolution and the Accompanying Document have been duly adopted and constitute the valid and binding obligations of the City.

(3) Under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein (i) interest on the Notes is excluded from gross income for federal income tax purposes pursuant to Section 103 the Internal Revenue Code of 1986, as amended (the “Code”) and (ii) interest on the Notes is not treated as a preference item in calculating the alternative minimum tax imposed on individuals and certain corporations under the Code; such interest, however, is included in the adjusted current earnings of corporations for purposes of calculating the alternative minimum tax imposed on such corporations. In rendering this opinion, we have relied on certain representations, certification of fact, and statements of reasonable expectations made by the City in connection with the issuance and delivery of the Notes, and we have assumed compliance by the City with certain ongoing covenants to comply with applicable requirements of the Code to assure the exclusion of interest on the Notes from gross income under Section 103 of the Code. Noncompliance with such requirements may cause interest on the Notes to become subject to federal income taxes retroactive to their date of delivery, irrespective of the date on which such noncompliance is ascertained. On the date of delivery of the Notes, the City will execute a Tax Certificate (the “Tax Certificate”) containing provisions and procedures pursuant to which such requirements can be satisfied.

(4) Under existing statutes, interest on the Notes is exempt from State of California personal income taxes.

Except as stated in paragraphs (3) and (4) above, we express no opinion regarding any other federal, state or local tax consequences arising with respect to the Notes or the ownership or disposition thereof. We render our opinions under existing statutes and court decisions as of the issue date, and assume no obligation to update, revise or supplement our opinion to reflect any action hereafter taken or not taken, or any facts or circumstances that may hereafter come to our attention, or changes in law or in interpretations thereof that may hereafter occur, or for any other reason. We express no opinion on the effect of any action hereafter taken or not taken in reliance upon an opinion of other counsel on the exclusion from gross income for federal income tax purposes of interest on the Notes, or under state and local tax law.

This letter is furnished by us as Bond Counsel and is solely for your benefit and it is not to be used, circulated, quoted, or otherwise referred to for any purposes other than the issuance and delivery of the Notes and may not be relied upon by any other person or entity without our

express written permission, except that references may be made to it in any list of closing documents pertaining to the issuance and delivery of the Notes.

The foregoing opinions are qualified to the extent that the enforceability of the Lease, Site Lease and Indenture may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditors' rights or remedies and are subject to general principals of equity (regardless of whether such enforceability is considered in equity or at law).

Very truly yours,

EXHIBIT C
FORM OF RELIANCE LETTER OF BOND COUNSEL

November 20, 2012

[Purchaser]
[City], [State]

IFS Securities
Atlanta, Georgia

Ladies and Gentlemen:

We deliver to you herewith a copy of our approving opinion as Bond Counsel dated the date hereof relating to the City of Compton's 2012-13 Tax And Revenue Anticipation Notes, Series A in the aggregate principal amount of \$10,560,000. You are entitled to rely on such opinion as if the same were addressed to you.

Very truly yours,

EXHIBIT D**FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL**

November 20, 2012

City of Compton
Compton, California

[Purchaser]

IFS Securities
Atlanta, Georgia

Re: \$10,560,000 City of Compton, California 2012-13 Tax and Revenue Anticipation
Notes

Ladies and Gentlemen:

This opinion is delivered to you in connection with the sale and issuance of the above-referenced notes (collectively, the “Notes”) of the City of Compton (the “City”), in the aggregate principal amount of \$10,560,000 pursuant to Section 6(a)(ii) of the Note Purchase Agreement dated November 20, 2012 (the “Purchase Agreement”), by and between the City and [Purchaser], as purchaser (the “Purchaser”). The Notes have been issued by the City pursuant to Article 7.6 of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code, being Sections 53850 through 53858, inclusive, as amended and Section 1403 of the City Charter of the City (collectively, the “Authorizing Law”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Note Purchase Agreement.

In rendering this opinion, we have examined a record of proceedings relating to the issuance of the Notes, and have examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of such documents, instruments or corporate records, and have made such investigation of law, as we have considered necessary or appropriate for the purpose of this opinion. In our capacity as Bond Counsel, we have rendered to the City our opinion dated the date hereof approving the validity of the Notes and certain other matters (the “Approving Opinion”).

We have assumed, but not independently verified, that the signatures on all documents, letters, opinions and certificates which we have examined are genuine, that all documents submitted to us are authentic and were duly and properly executed by the parties thereto and that all representations made in the Notes, the Note Purchase Agreement, the Resolution, the Accompanying Document, the Trust Agreement, the Direction Letter and the Private Placement Memorandum that we have reviewed are true and accurate. As to questions of fact material to our conclusions herein, we have relied upon the representations of each party made in the foregoing documents, certificates and opinions, and we have made no independent investigation of such matters.

In accordance with our understanding with you, we rendered legal advice and assistance to you in the course of your investigation and negotiations pertaining to, and your participation in the preparation of, the Private Placement Memorandum and the issuance and sale of the Notes. Rendering such assistance involved, among other things, examinations, inquiries and discussions concerning various legal and related subjects, and reviews of and reports on certain documents and proceedings. We also participated in personal and telephone conferences with representatives of the City, the Office of the City Attorney, the City's Financial Advisor, the Purchaser and its counsel, the Placement Agent and others during which the contents of the Private Placement Memorandum and related matters were discussed and reviewed.

The limitations inherent in the independent verification of factual matters and the character of determinations involved in the preparation of the Private Placement Memorandum are such, however, that we have necessarily assumed the accuracy, completeness and fairness of and take no responsibility for any of the statements made in the Private Placement Memorandum. We have also assumed but have not independently verified that the signatures on all documents and certificates that we examined were genuine.

Based upon the foregoing and in reliance thereon and on all matters of fact and as we deem relevant under the circumstances, and upon consideration of applicable laws, we are of the opinion that:

1. The Trust Agreement, the Direction Letter and the Note Purchase Agreement have been duly executed and delivered by the City and, assuming due authorization, execution and delivery by and validity against the other parties thereto, are legally valid and binding obligations of the City enforceable against the City in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting creditors' rights generally (including, without limitation, fraudulent conveyance laws) and by general principles of equity including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law, and to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against public entities in the State of California.

2. The statements contained in the Private Placement Memorandum with respect to the Notes dated November 20, 2012 under the captions "The Notes" and "Tax Matters", insofar as such statements expressly summarize certain provisions of the Authorizing Law, the Notes, the Accompanying Document and the Resolution and our approving opinion are accurate in all material respects.

3. On the basis of the information developed in the course of the performance of the services referred to above, considered in light of our understanding of the applicable law and experience we have gained through our practice thereunder, we are of the opinion, subject to the limitations expressed herein, that as of the date hereof we have no reason to believe that the Private Placement Memorandum (excluding therefrom financial, engineering, numerical and statistical data or forecasts, estimates, projections, assumptions or expressions of opinion included therein, and information relating to The Depository Trust Company, New York, New York and its book-entry system, as to all of which we express no opinion) as of its date and as of the date hereof contained

or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except as aforesaid).

Except as set forth in paragraphs 2 and 3, we undertake no responsibility for the accuracy, completeness or fairness of any Private Placement Memorandum or other offering materials relating to the Notes and express herein no opinion relating thereto.

This opinion is issued as of the date hereof, and we assume no obligation to update, revise or supplement this opinion to reflect any action hereafter taken or not taken, or any facts or circumstances, or any changes in law or in interpretations thereof, that may hereafter arise or occur, or for any other reason.

The foregoing opinions are qualified to the extent that the enforceability of the Notes, the Resolution, the Accompanying Document, the Direction Letter and the Trust Agreement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditors' rights or remedies and are subject to general principals of equity regardless of whether such enforceability is considered in equity or at law.

This letter is furnished by us as Bond Counsel and Disclosure Counsel and is solely for your benefit and it is not to be used, circulated, quoted, or otherwise referred to for any purposes other than the offering of the Bonds and may not be relied upon by any other person or entity without our express written permission, except that references may be made to it in any list of closing documents pertaining to the delivery of the Notes.

Very truly yours,

EXHIBIT E
FORM OF OPINION OF CITY ATTORNEY

November 20, 2012

[Purchaser]

_____, _____

Re: \$10,560,000 City of Compton, California 2012-13 Tax and Revenue Anticipation
 Notes

Ladies and Gentlemen:

This opinion is rendered as counsel to the City of Compton (the “City”) in accordance with the requirements of Section 6(a)(iv) of the Note Purchase Agreement dated November 20, 2012 (the “Note Purchase Agreement”), by and among the City, [Purchaser], as purchaser (the “Purchaser”) and IFS Securities, as placement agent (the “Placement Agent”), with respect to \$10,560,000 aggregate principal amount of City of Compton, California 2012-13 Tax and Revenue Anticipation Notes (the “Notes”). All capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Note Purchase Agreement.

The Notes are issued pursuant to a resolution of the City Council of the City adopted on November 13, 2012, entitled “A Resolution of the Council of the City of Compton, California Authorizing the Issuance and Sale of Tax and Revenue Anticipation Notes for Fiscal Year 2012-13 in an Aggregate Principal Amount Not to Exceed \$10,600,000” (the “Resolution”). The Note Purchase Agreement, the Trust Agreement, the Accompanying Document, and the Continuing Disclosure Agreement are referred to herein collectively as the “City Legal Documents.”

In our capacity as City Attorney to the City in connection with the issuance of the Notes, we have examined such certified copies of proceedings and documents for the issuance of the Notes, as we deemed necessary for purposes of rendering this opinion. As to relevant factual matters, we have relied upon, among other things, the City’s factual representations contained in the City Legal Documents and the Private Placement Memorandum.

We have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity with originals of all documents submitted to us as copies.

From such examination, on the basis of our reliance upon the assumptions in this opinion and our consideration of those questions of law we considered relevant, and subject to the limitations and qualifications in this opinion, we are of the opinion that:

1. The City is a charter city, duly organized and validly existing under and pursuant to the Constitution and laws of the State of California.

2. The Resolution was duly adopted by the City Council of the City (the “City Council”) at a regular meeting of the City Council held on November 13, 2012 pursuant to law and with all public notice required for a regular meeting pursuant to the Ralph M. Brown Act (California Government Code Section 54950 *et seq.*), and at which a quorum of the City Council was present and acting throughout.

3. The Resolution has not been modified, amended, rescinded or revoked and is in full force and effect.

4. To the best of our knowledge, the issuance of the Notes does not in any material respect conflict with or result in a violation or breach of, or constitute a default under, any agreement, indenture, mortgage, lease or other instrument to which the City is a party or by which it is bound. We express no opinion as to the effect of the City’s performance of its obligations under the City Legal Documents on the City’s compliance with financial covenants in such agreements, indentures, mortgages, leases or material instruments.

5. To the best of our knowledge, no action, suit, proceeding, inquiry or investigation is pending in which service of process upon the City has been completed and received by the City, or threatened against the City: (a) seeking to restrain or enjoin the sale, issuance or delivery of any of the Notes, the application of the proceeds of the sale of the Notes, or the collection of revenues or assets of the City pledged or available to pay the principal of and interest on the Notes, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Notes, the Note Purchase Agreement, any of the other City Legal Documents, or the Resolution, or contesting the powers of the City or its authority with respect to the Notes, the Note Purchase Agreement, any of the other City Legal Documents, or the Resolution; or (b) in which a final, adverse decision by a court of competent jurisdiction would (i) materially adversely affect the consummation of the transactions contemplated by the Note Purchase Agreement, any of the other City Legal Documents, or the Resolution, or (ii) declare the Note Purchase Agreement or any of the other City Legal Documents to be invalid or unenforceable in whole or material part.

We express no opinion with respect to any indemnification, contribution, penalty, choice of law, choice of forum, choice of venue, severability or waiver provisions contained in the City Legal Documents.

We express no opinion as to any provision requiring written amendments or waivers insofar as it suggests that oral or other modifications, amendments or waivers could not be effectively agreed upon by the parties or that the doctrine of promissory estoppel might not apply.

Whenever a statement herein is qualified by “to the best of our knowledge,” it shall be deemed to indicate that, during the course of our representation of the City in connection with the financing described herein, no information that would give us current, actual knowledge of the inaccuracy of such statement has come to our attention. We have not, however, undertaken any independent investigation to determine the accuracy of such statements, and any limited inquiry undertaken by us during the preparation of this opinion letter should not be regarded as such investigation. No inference as to our knowledge of any matters bearing upon the accuracy of any such statement should be drawn from the fact of our representation of the City.

A court may refuse to enforce a provision of the City Legal Documents if it deems that such provision is in violation of public policy. No opinion is being given as to the availability of any particular remedy.

This opinion is based on such examination of the present laws of the State of California as we deemed relevant for the purposes of this opinion, and we have not considered the effect, if any, or express any opinion as to the laws of any other jurisdiction. We express no opinion as to the status of the Notes or the interest thereon, or the City Legal Documents under any federal securities laws or any state securities or “Blue Sky” law or any federal, state or local tax law. Without limiting any of the foregoing, we express no opinion as to any matter other than as expressly set forth above.

The opinions expressed herein are matters of professional judgment and are not a guaranty or warranty of any result whatsoever.

This opinion is furnished by us as City Attorney to the City. No attorney-client relationship has existed or exists between us and [Purchaser] in connection with the Notes or by virtue of this opinion. This opinion may be relied on by you only in connection with the issuance of the Notes. This opinion may not be used or relied upon for any other purpose or by any other person, nor may copies be delivered to any other person, without in each instance our prior written consent, provided however, that it may be included in the transcript of record of proceedings relating to the issuance of the Notes. This opinion is expressly limited to the matters set forth above, and we render no opinion, whether by implication or otherwise, as to any other matters. This letter speaks only as of the date hereof and we assume no obligation to update or supplement this opinion to reflect any facts or circumstances that arise after the date of this opinion and come to our attention, or any future changes in laws, rules or regulations.

This opinion is given in an official capacity only, and not personally, and no personal liability shall derive or result from this opinion.

Very truly yours,

CRAIG J. CORNWELL
City Attorney

By: _____
Craig J. Cornwell

TRUST AGREEMENT

by and between

THE CITY OF COMPTON

and

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

Dated as of November 1, 2012

Relating to

\$10,560,000
City of Compton, California 2012-13 Tax and Revenue Anticipation Notes

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TRUST AGREEMENT

This TRUST AGREEMENT, dated as of November 1, 2012 (the "Trust Agreement"), is by and between the City of Compton (the "City"), a municipal corporation and chartered city of the State of California, and U.S. Bank National Association (the "Trustee"), a national banking association organized and existing under the laws of the United States of America.

BACKGROUND

WHEREAS, the City requires funds for the purposes authorized by Section 53852 of the California Government Code; and

WHEREAS, the City is authorized to borrow money pursuant to Article 7.6 of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code, being Sections 53850 through 53858, inclusive, as amended, and City Charter (the "City Charter") Section 1403 (collectively, the "Authorizing Law"), for the purposes authorized by California Government Code Section 53852 and the City Charter, respectively, such indebtedness to be represented by a note or notes of the City; and

WHEREAS, the City has duly authorized and provided for the issuance of \$10,560,000 in aggregate principal amount of City of Compton 2012-13 Tax and Revenue Anticipation Notes (the "2012-13 TRANS") pursuant to a resolution adopted by the City Council of the City on November 13, 2012 (the "Resolution") and the Accompanying Document Providing for the Terms and Conditions of the Issuance and Sale of the City of Compton 2012-13 Tax and Revenue Anticipation Notes, dated as of November 1, 2012 (the "Accompanying Document"), executed by the City Treasurer of the City (the "City Treasurer"), approved by the City Attorney and acknowledged by the Trustee and the County of Los Angeles;

WHEREAS, the City has requested that the Trustee perform certain trust, paying agent and Note Registrar functions in connection with the 2012-13 TRANS; and

WHEREAS, the Trustee has agreed to serve in such capacities, subject to the terms of this Trust Agreement, the Resolution and the Accompanying Document.

NOW, THEREFORE, WITNESSETH, the City and the Trustee agree as follows:

ARTICLE I

APPOINTMENT AND COMPENSATION OF TRUSTEE

Section 1.01. Appointment. The City hereby appoints the Trustee to act as Trustee, Paying Agent and Note Registrar with respect to the 2012-13 TRANS, and to hold the amounts pledged for payment of the 2012-13 TRANS in trust for the benefit of the Owner of the 2012-13 TRANS as set forth herein and in the Accompanying Document. The Trustee hereby accepts its appointment and agrees to act as Trustee, Paying Agent and Note Registrar to perform the duties set forth in Article III hereof and in the Accompanying Document.

Section 1.02. Compensation. As compensation for the Trustee's services hereunder, the City agrees to pay the Trustee the fees and amounts heretofore agreed to by the City and the Trustee. In addition, the City agrees to reimburse the Trustee for all reasonable expenses, disbursements and advances incurred or made by the Trustee in connection with this Trust Agreement (including the reasonable compensation and the expenses and disbursements of the Trustee's agents and counsel).

ARTICLE II

DEFINITIONS

Section 2.01. Definitions. For purposes of this Trust Agreement, all capitalized terms used and not defined herein shall have the meanings ascribed to them in the Accompanying Document.

ARTICLE III

DUTIES

Section 3.01. Duties as Trustee. Pursuant to the Resolution and the Accompanying Document, the Trustee is hereby directed to establish and maintain the "2012-13 TRANs Repayment Fund". The Trustee is hereby authorized to establish any additional subaccounts therein if deemed necessary to effectuate the purposes of the Resolution, the Accompanying Document and the Direction Letter. The City shall transfer or cause to be transferred to the Trustee and the Trustee is directed hereby to deposit in the 2012-13 TRANs Repayment Fund the Pledged Moneys as set forth under Section 402 of the Accompanying Document and the Direction Letter. The Trustee is authorized and directed to acknowledge the Direction Letter.

The Pledged Moneys in the 2012-13 TRANs Repayment Fund shall be accounted for separately from the other funds of the Trustee and shall be invested in Permitted Investments in accordance with the Accompanying Document, as may be directed by the City from time to time. In the absence of such direction, the Trustee shall hold moneys uninvested. The Trustee shall keep a written record of all investments and investment earnings (including any investment of earnings) of amounts in the 2012-13 TRANs Repayment Fund, as well as a written record of disbursements from the 2012-13 TRANs Repayment Fund.

The Pledged Moneys shall be used to pay the 2012-13 TRANs and the interest thereon when the same shall become due and payable and may not be used for any other purpose; provided, however, that subsequent to the payment of principal of and interest on the 2012-13 TRANs when due, earnings on amounts in the 2012-13 TRANs Repayment Fund shall be transferred by the Trustee to the City and deposited into the General Fund of the City. Any amounts on deposit in the 2012-13 TRANs Repayment Fund in excess of the amount sufficient to pay all of the 2012-13 TRANs and the interest thereon when due, plus an amount, if any, equal to the rebate amount calculated to be due to the United States Treasury, shall be transferred by the Trustee upon receipt of a Written Direction of an Authorized Officer to any account in the General Fund of the City as the City Treasurer or any designee may direct in a Written Direction.

Section 3.02. Duties as Paying Agent. The Trustee shall pay on behalf of the City the principal of and interest on the 2012-13 TRANs when due, in accordance with the provisions of the Resolution and the Accompanying Document.

Section 3.03. Duties as Note Registrar. The Trustee shall perform the duties of the Note Registrar as set forth in the Accompanying Document, including maintaining the registration books for the 2012-13 TRANs. The Trustee will effect transfers of registered ownership of the 2012-13 TRANs upon surrender of validly issued Notes to the Paying Agent accompanied by such instruments of transfer and other documents as Paying Agent may reasonably require only as permitted in the Accompanying Document.

Section 3.04. Discharge and Cancellation of Notes. The Trustee shall cancel all 2012-13 TRANs surrendered to it for transfer or payment and will dispose of said cancelled 2012-13 TRANs at the written direction of the City.

ARTICLE IV

PROTECTIONS, OBLIGATIONS AND LIABILITIES OF THE TRUSTEE; FIDUCIARY CAPACITY

Section 4.01. Incorporation of Accompanying Document and the Direction Letter. The protections, obligations and liabilities of the Trustee set forth under the Accompanying Document and the Direction Letter are incorporated herein by reference and such provisions shall apply to the Trustee in its various capacities hereunder.

Section 4.02. Money Held by Trustee. All funds at any time and from time to time provided to or held by the Trustee hereunder shall be deemed, construed and considered for all purposes as being provided to or held by the Trustee in trust and as a trustee for the benefit of the Owner. The Trustee acknowledges, covenants and represents that it is acting herein as a trustee in relation to such funds, and is not accepting, holdings, administering or applying such funds as a banking depository, but solely as a trustee for and on behalf of the Owner of the 2012-13 TRANs.

Section 4.03. Liability of Trustee. The Trustee makes no representations as to the validity or sufficiency of the Accompanying Document, this Trust Agreement or of any 2012-13 TRANs or as to the security afforded by the Resolution, this Trust Agreement or the Accompanying Document, and the Trustee shall incur any liability in respect thereof.

Section 4.04. Evidence on Which Trustee May Act.

(a) In case at any time it shall be necessary or desirable for the Trustee to make any investigation respecting any fact preparatory to taking or not taking any action, or doing or not doing anything, as such Trustee, and in any case in which the Resolution, the Accompanying Document or this Trust Agreement provides for permitting or taking any action, it may rely upon any notice, resolution, request, consent, order, waiver, statement, certificate, report, opinion, bond or other paper or document to be furnished to it under the provisions of the Resolution, the Accompanying Document or this Trust Agreement, and any such instrument shall be evidence of such fact to protect it in any action that it may or may not take, or in respect of anything it may

or may not do, acting reasonably and in good faith, by reason of the supposed existence of such fact.

(b) The Trustee shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of the Resolution, the Accompanying Document or this Trust Agreement, upon any resolution, order, notice, request, consent, waiver, certificate, statement, affidavit, bond or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper City Council or person, or to have been prepared and furnished pursuant to any of the provisions of the Resolution, the Accompanying Document or this Trust Agreement or at the sole cost and expense of the City with the prior written consent of the City, and when determined necessary in the reasonable discretion of the Trustee, as the case may be, upon the written opinion of any attorney (who may be an attorney for the City or an employee of the City) believed by the Trustee, to be qualified in relation to the subject matter.

Section 4.05. Indemnification of Trustee.

(a) To the extent permitted by law, the City may indemnify the Trustee and hold it harmless, from and against any loss, liability or reasonable expense (including the costs and expenses of its counsel and of investigating and defending against any claim of liability) arising out of or in connection with its acting as Trustee under this Trust Agreement; provided, however, that the Trustee shall not be indemnified for or held harmless against any such loss, liability or expense resulting from its negligence, willful misconduct or bad faith. The provision of this Section 4.05 shall remain in full force and effect notwithstanding the resignation or removal of any Trustee or the termination of the Resolution, the Accompanying Document or this Trust Agreement.

(b) Nothing in the Resolution, the Accompanying Document or this Trust Agreement shall require or obligate the Trustee to advance, expend or risk its own funds or otherwise to incur any personal financial liability in the performance or exercise of any of its duties or rights hereunder and the Trustee shall be fully justified and protected in taking or refusing to take any action under the Resolution, the Accompanying Document or this Trust Agreement or the 2012-13 TRANs unless it shall first be indemnified against any and all liability and expense which may be incurred by it by reason of such taking or refusing to take any such action (other than any liability or expense resulting from its negligence, willful misconduct or bad faith). Notwithstanding the foregoing, the Trustee shall not require indemnification prior to the making, when due, of any payment required at the maturity of the 2012-13 TRANs.

Section 4.06. Ownership of the 2012-13 TRANs Permitted. Subject to Section 305 of the Accompanying Document, any Trustee may become the Owner of any 2012-13 TRANs.

Section 4.07. Resignation or Removal of Trustee and Appointment of Successor.

(a) The Trustee may at any time resign and be discharged of the duties and obligations created by this Trust Agreement by giving at least 60 days' prior written notice to the City. Any Trustee may be removed at any time with or without cause by an instrument filed with such Trustee and signed by the City. A successor Trustee may be appointed by the City and

shall be a commercial bank with trust powers or a trust company organized under the laws of any state of the United States or a national banking association, having capital and surplus aggregating at least \$100,000,000, and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by the Resolution, the Accompanying Document or this Trust Agreement. For purposes of this Section, a commercial bank with trust powers or a trust company shall be deemed to have capital and surplus aggregating at least \$100,000,000 if it is a wholly-owned subsidiary of a corporation having capital and surplus aggregating at least \$100,000,000 and such corporation provides a written guaranty, in form and substance satisfactory to the City, of the performance by the bank or trust company of its obligations as Trustee hereunder. Such Trustee shall signify the acceptance of its duties and obligations hereunder by executing and delivering to the City a written acceptance thereof. Resignation or removal of a Trustee shall be effective upon appointment and acceptance of a successor Trustee.

(b) In the event of the resignation or removal of a Trustee, such Trustee shall pay over, assign and deliver any moneys held by it to its successor. In no event shall the resignation or removal of the Trustee become effective prior to the assumption of such resigning or removed Trustee's duties and obligations by a successor Trustee.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 5.01. Amendment. This Trust Agreement may be amended only by an agreement in writing signed by each of the parties hereto; provided, however, that all amendments must be consistent with the provisions of the Resolution and the Accompanying Document.

Section 5.02. Assignment. This Trust Agreement may be assigned by the Trustee only with the prior written consent of the City.

Section 5.03. Notices. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted hereby to be given or furnished to the City or the Trustee, respectively, shall be in writing and shall be hand delivered, sent by electronic-mail, facsimile transmission, by first-class United States mail, postage prepaid or such other readily accessible electronic means (so long as such recipient shall agree to the receipt of information by such means), to the addresses set forth below:

If to the City:	City of Compton 205 S. Willowbrook Avenue Compton, California 90220 Attention: City Treasurer
If to the Trustee:	U.S. Bank National Association 633 West Fifth Street, 24th Floor Los Angeles, California 90071 Attention: Global Corporate Trust Services

Section 5.04. Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 5.05. Successors and Assigns. All covenants and agreements herein by the City shall bind its successors and assigns, whether so expressed or not.

Section 5.06. Severability. In case any provision herein shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 5.07. Benefits of Agreement. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy or claim hereunder.

Section 5.08. Entire Agreement. This Trust Agreement, the Resolution and the Accompanying Document constitute the entire agreement between the parties hereto and if any conflict exists between this Trust Agreement, the Resolution and the Accompanying Document, the Resolution and the Financing shall govern.

Section 5.09. Counterparts. This Trust Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 5.10. Termination. This Trust Agreement will terminate on the date of final payment of the principal of and interest on the 2012-13 TRANs to the Owner thereof or may be earlier terminated by any party upon 60 days written notice; provided, however, an early termination of this Trust Agreement shall not be effective until (a) a successor Trustee has been appointed by the City and such appointment accepted and (b) notice has been given to the Owner of the 2012-13 TRANs of the appointment of a successor Trustee.

Section 5.11. Governing Law. This Trust Agreement shall be construed in accordance with and governed by the laws of the State of California.

#19.

IN WITNESS WHEREOF, the parties hereto have executed this Trust Agreement as of the day and year first above written.

CITY OF COMPTON

By _____
City Treasurer

ATTESTED:

By: _____
City Clerk
City Council of City of Compton

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Officer

RESOLUTION SIGN-OFF FORM

DEPARTMENT:

City Attorney

RESOLUTION TITLE:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE AND SALE OF TAX AND REVENUE ANTICIPATION NOTES FOR FISCAL YEAR 2012 13 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$10,600,000.

<ManagersName>

DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>

DATE

REVIEW / APPROVAL

<LegalName>

CITY ATTORNEY

<LegalDate>

DATE

<ControllerName>

CITY CONTROLLER

<ControllerDate>

DATE

<CityManager>

CITY MANAGER

<CityManagerDate>

DATE

Use when:	
Public Works:	When contracting for Engineering Services.
City Attorney:	When contracting for legal services; contracts that require City Attorney’s review.
Controller/Budget Officer:	Amending Budget; appropriating and/or transferring funds; adding and/or deleting positions; any resolution having account numbers.
Asst. City Manager/OAS:	All personnel actions.

