NOTICE

COMPTON CITY COUNCIL
AGENDA
Tuesday, September 03, 2013
5:45 PM

HEARING(S)

5:50 P.M. - PUBLIC HEARING TO RECEIVE COMMENTS ON THE PROPOSED CITIZEN PARTICIPATION PLAN AND SUBSTANTIAL AMENDMENT TO REPROGRAM HUD FUNDS (Request to Reschedule - Item #9)

OPENING

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. SUMMER YOUTH WORKERS - **(Councilman Jones)**

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

2. JULY 16, 2013
   JULY 23, 2013
   JULY 30, 2013 (Special)

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

3. DEPARTMENT MONTHLY REPORT - JUNE 2013 **(Receive/File)**

CITY CONTROLLER

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO SUNGARD PUBLIC SECTOR FOR MAINTENANCE SUPPORT FOR THE CITY'S FINANCIAL INFORMATION SYSTEM (IFAS MODULE)

CITY MANAGER

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN ADDENDUM TO THE CALIFORNIA CITIES FOR SELF RELIANCE JOINT POWERS AUTHORITY AGREEMENT REGARDING THE APPOINTMENT OF THE AUTHORITY TREASURER.

HUMAN RESOURCES

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ELECTING TO BE SUBJECT TO THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL ACT AND FIXING THE EMPLOYER'S CONTRIBUTION AT AN AMOUNT GREATER THAN PRESCRIBED BY SECTION 22892 OF THE CALIFORNIA GOVERNMENT CODE

PUBLIC WORKS-ENGINEERING

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE PURPOSE OF PAYING ANNUAL MEMBERSHIP, I-710 CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT (EIR/EIS) REPORT AND SR-91/I-605/I-405 MAJOR CORRIDOR STUDY FEES FOR FISCAL YEAR 2013-2014

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND A CONSTRUCTION/INSTALLATION SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER TO ECONOLITE GROUP, INC. FOR THE DEVELOPMENT OF THE ADVANCED TRANSPORTATION MANAGEMENT SYSTEM LOCATED IN THE TRAFFIC MANAGEMENT OPERATIONS CENTER AT THE MARTIN LUTHER KING JR. TRANSIT CENTER (CIP# 12-01)

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES

CITY MANAGER'S REPORT

9. REQUEST A PUBLIC HEARING TO RECEIVE COMMENTS ON THE PROPOSED CITIZEN PARTICIPATION PLAN AND SUBSTANTIAL AMENDMENT TO REPROGRAM HUD FUNDS **(September 24, 2013 at 5:50 P.M.)**

10. REQUEST TO SET A CONDITIONAL USE PERMIT (CUP) HEARING AND BUSINESS LICENSE HEARING FOR THE BROTHERS OF THE SUN MOTORCYCLE CLUB LOCATED AT 605 SOUTH LONG BEACH BOULEVARD IN THE CITY OF COMPTON **(October 15, 2013 at 6:15 P.M.)**

11. REQUEST TO SET A CONDITIONAL USE PERMIT (CUP) HEARING AND BUSINESS LICENSE HEARING FOR THE HUB MOTEL LOCATED AT 714 SOUTH LONG BEACH BOULEVARD IN THE CITY OF COMPTON **(October 15, 2013 at 6:30 P.M.)**

CITY ATTORNEY'S REPORTS

CLOSED SESSION

12. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
    Anderson v. City of Compton, Case No. TC027249
    Pursuant to California Government Code Section 54956.9(a)
    Boone v. Arceneaux, LASC Case No. BC515435

UNFINISHED BUSINESS

NEW BUSINESS

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE PROFESSIONAL SERVICES AGREEMENT WITH POLSINELLI SHUGART PC FOR FEDERAL LOBBYIST SERVICES FOR FISCAL YEAR 2013-2014.

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS WITH AND/OR ISSUE PURCHASE ORDERS TO CITYWIDE VENDORS LISTED IN “APPENDIX A” FOR THE PROCUREMENT OF OFFICE SUPPLIES AND OTHER SERVICES FOR FISCAL YEAR 2013-2014

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID FROM BUCKNAM INFRASTRUCTURE GROUP, INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER FOR A PAVEMENT MANAGEMENT STUDY (PMS) TO BE PERFORMED ON ALL CITY ROADS WITHIN THE CITY LIMITS

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY TREASURER TO ESTABLISH AND MAINTAIN A SEPARATE CHECKING ACCOUNT FOR THE CITY'S RETIREMENT FUND

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH HSS ELECTRONIC SECURITY AND FIRE SOLUTIONS FOR THE REPAIR, REPLACEMENT AND MAINTENANCE OF SECURITY CAMERAS AND EQUIPMENT AND MONITORING OF ALARM SYSTEMS AT VARIOUS CITY FACILITIES.

18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS TO ESTABLISH THE CITY OF COMPTON SPONSORED BLUE LINE FARMERS MARKET

19. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON LEVYING A MUNICIPAL TAX RATE FOR THE FISCAL YEAR 2013-2014

20. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND PROVIDE FINANCIAL SUPPORT TO THE COMPTON CHAMBER OF COMMERCE FOR FISCAL YEAR 2013-2014

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, September 10, 2013 @ 5:45 PM.

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

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

JULY 16, 2013

The City Council meeting was called to order at 6:18 p.m. in the Council Chambers of City Hall by Mayor Aja Brown.

ROLL CALL

Council Members Present: Zurita, Galvan, Arceneaux, Jones, Brown,
Council Members Absent: None

Other Officials Present: C. Cornwell, Godwin, G. H. Duffey

5:50 P.M. - PUBLIC HEARING - APPEAL OF PLANNING COMMISSION DECISION TO DENY/UPHOLD CONDITIONAL USE PERMIT CASE NO. 2720 - 7/11 STORE - 1562 S. Long Beach Blvd. (Item # 4)

On motion by Zurita, seconded by Arceneaux, the public hearing was opened at 6:19 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

City Attorney Cornwell notified Council that the Planning Commission's vote has been reported as a denial from the Commission: there were two affirmative votes, one no vote, and one abstention vote. The City Council will be able to approve, deny, amend or send back the matter to the Planning Commission for further deliberation.

Robert Delgadillo, Planning and Economic Development Department, presented a staff report regarding an applicant's request to obtain a beer and wine conditional use permit for 7 Eleven store located at 1562 South Long Beach Boulevard.

Cheryl Olson, representative of the 7 Eleven Store, presented a Power Point presentation on 7 Eleven's infrastructure, food, and other product services they offer.

AUDIENCE COMMENTS ON THE PUBLIC HEARING

The following speakers spoke IN SUPPORT of conditional use permit case no. 2720:

Benjamin Holifield**,** Hiram M., Mike Chattom, Tomas Carlos**,** Julius Franklin, Joyce Kelly and Lynn Boone**.**

The following speakers spoke IN OPPOSITION to conditional use permit case no. 2720:

Robert Miller**,** Al Dei**,** Senita Farley**,** Don Ford, and Rudolfo Ruval.

On motion by Zurita, seconded by Jones, the public hearing was closed at 7:06 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

#2.

COUNCIL COMMENTS ON THE HEARING

Councilperson Arceneaux asked Mr. Delgadillo if the franchisees of 7 Eleven were aware of the rules and regulations regarding the footage from certain establishments such as schools and liquor stores.

Mr. Delgadillo replied affirmatively.

Councilperson Arceneaux also asked if all 7 Eleven stores sell beer and wine. Mr. Hiram stated that approximately 95% of all 7 Eleven franchises sell beer and wine.

Councilperson Arceneaux expressed a concern for loitering. Mr. Hiram stated that in response to an incident in the City of Long Beach store employees are directed to take action when persons loiter in front of the store.

Councilperson Arceneaux asked Mr. Hiram if an on-site security guard would be present. Mr. Hiram replied that if the City requires a guard then it is the franchisees responsibility to act in accordance to their request.

Councilperson Arceneaux inquired about the Planning Commission's resulting vote. Mr. Delgadillo indicated a general consensus among the commissioners in which they cited an over-concentration of similar establishments already in the census tract; in addition there were a number of residents that spoke out against the request citing various issues related to potential crime and criminal activity in the area.

Councilperson Arceneaux asked if the previous store and grocery mart had the 20 type permit. Mr. Delgadillo stated that the previous certificates of occupancy had the term "liquor" in their name.

Councilperson Arceneaux asked about the ongoing maintenance at the 7 Eleven store located at the corner of Atlantic and Rosecrans. Mr. Hiram stated that he would work on correcting the community's concerns at that site.

City Attorney Cornwell affirmed that the Planning Commission did not reach a consensus.

Councilperson Jones mentioned having the opportunity to meet with the franchise owners as well representatives from corporate 7 Eleven, of which they have committed to preserving the integrity of the corporation to be clean, safe, and provide fresh products. Dr. Jones also mentioned the Sheriff's Department's sign off on the Planning Department's investigation.

Mayor Brown inquired about whether or not the previous market was converted into a 7 Eleven in 2013 or was the property purchased in 2013.

Paul B., property owner, stated that they purchased the property in 1998.

Mayor Brown asked Mr. B if he converted the property into a 7 Eleven with the sole purpose of obtaining a liquor license. Mr. B. indicated that he had been trying to meet the requirements of corporate 7 Eleven for the last four years; however prior to that they operated and managed a 99 Cent Store at the location.

Mayor Brown asked Mr. B if he would have to shut down the store if the license is not approved. Mr. B. answered that a beer and wine license would only bring more customers to their location.

Mayor Brown acknowledged the $600,000 investment in the property and the business of choice; however she noted that 7 Eleven is a convenience store not a necessity. Moreover the five percent of that neighborhood does not want beer and wine in their area.

Mayor Brown mentioned that she is sensitive to the existing uses in the census tract and proposed that municipal zoning ordinances be used to guide the City towards desired uses of property over time.

Councilperson Jones called for the motion.

It was motioned by Zurita, and seconded by Galvan to discuss the item.

City Clerk Alita Godwin read the resolution approving condition use permit case 2720.

Councilperson Zurita indicated that she would base her decision on staff's documentation.

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON CONSIDERING CONDITIONAL USE PERMIT CASE NO. 2720, FOR 7- ELEVEN, INC. SUBJECT TO THE ATTACHED FINDINGS AND CONDITIONS OF APPROVAL

On motion by Zurita, seconded by Galvan, **Resolution #23,793** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON CONSIDERING CONDITIONAL USE PERMIT CASE NO. 2720, FOR 7- ELEVEN, INC. SUBJECT TO THE ATTACHED FINDINGS AND CONDITIONS OF APPROVAL"** was granted, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones
NOES: Council Members - Brown
ABSENT: Council Members - None

Councilperson Arceneaux asked that a moratorium on the sale of alcohol and tobacco in the City of Compton be brought back for council consideration.

Mayor Brown directed the city manager to bring back a report on the number of tobacco shops in the City of Compton.

Councilperson Galvan asked the City Clerk to put an item on the agenda that would allow him to appoint a representative to the Planning Commission.

Mayor Brown notified Councilperson Galvan that vacancies and expired terms on boards and commissions would be revisited during the second week of September 2013.

CONSENT AGENDA

END CONSENT AGENDA

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Roger Evans, Compton resident, asked the City Council if they established water rate discounts for senior citizens.

City Manager Duffey directed Mr. Evans to the utility user tax rebate program for senior citizens which is available on the City's website and in the City Treasurer's Office.

Tasia Felton, Compton resident, commended Mayor Brown for bringing order to City Council meetings.

Antone Curtis, Compton resident, asked that someone address the maintenance and security of the parking lot adjacent to the Willow Walk residential community.

[A member from the audience requested an opportunity to speak.]

Mayor Brown directed the individual to call the City Clerk's Office to sign up to speak.

Councilperson Zurita asked if constituents calling in were a part of the policy.

City Clerk Alita Godwin answered that it can become a part of the policy if council so chooses.

[Talking from the audience]

City Clerk Godwin directed the audience member to call her office.

Tomas Carlos, Compton resident, asked that the City Council consider organizing a Farmer's Market in the City of Compton so that residents can enjoy fresh produce, economic increase, and community engagement. He also asked that the City monitor the media posted to the billboard signs along the 91 freeway.

Councilperson Arceneaux asked the City Attorney to address this issue because there is supposed to be a ban on alcohol and tobacco-related billboards in the City of Compton.

Councilperson Jones asked that the ban also include strip club billboard signs.

Reverend Charles Brown, First Charity Missionary Baptist Church, introduced the committee members that organized Compton's 125th Anniversary Celebration. Reverend Brown also announced a Second District Advisory Committee meeting to be held on Saturday, July 20, 2013 at 11 a.m. at 925 East Rosecrans Avenue. The Reverend also asked that staff attend to Central Avenue.

Pastor German, Optimal Christian Academy, encouraged the members of the City Council to govern and guide the citizens in accordance to the Proverbs.

Roland Coleman, Compton Worksource Center representative, urged the City Council to attend a program orientation at the Compton Worksource Center to learn about their programs. Mr. Coleman also requested an opportunity to place four youth inside City Hall for work experience.

Joyce Kelly, Compton resident, warned the city manager about his tone and comments to citizens. She advised Councilperson Galvan to listen and not make allowances what has happened in the past because certain councilpersons are going to jail.

Carolyn Stokes, Compton resident, affirmed that because she was thrown out of a previous City Council meeting she would do everything within her power to remove Mayor Brown from her seat.

Michael Turner, Compton resident, commended Mayor Brown for suggesting that the City install fabricated restroom facilities in the parks. He asked that the city manager address the water rates for residents receiving Compton water, and if the City would recognize Compton NAACP's establishment of a Chamber of Commerce.

Mayor Brown directed the city manager to provide a response next week.

Lynn Boone, Compton resident, suggested that Council members decline to vote on items they have no knowledge of. She accused Mayor Brown of violating the Brown Act last week and predicted that Compton would be given away by African Americans in leadership. She went on to allege that voters could not verify whether or not their votes were counted due to fraudulent ballot receipts.

City Clerk Godwin invited Ms. Boone to receive factual information regarding the election's process.

REGULAR AGENDA

CITY MANAGER'S REPORT

1. FINANCIAL REPORT - May 2013

On motion by Zurita, seconded by Jones, the financial report was received and filed, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT:Council Members - None

2. **ORAL UPDATE**- TRATEGIC COUNSEL LEGISLATIVE - Mel Assagai and Kevin Trommer (State Legislative Update for 2012/2013 and Legislative Platform for 2013/2014) (Presentation made)

CITY ATTORNEY'S REPORTS

CLOSED SESSION

3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager
Pursuant to California Government Code Section 54957

On motion by Arceneaux, seconded by Jones, closed session was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT:Council Members - None

UNFINISHED BUSINESS - There was no Unfinished Business.

COUNCIL COMMENTS

Councilperson Zurita articulated her appreciation to the team of individuals that worked to bring about a $1M surplus in the general fund for the first time in six years.

Councilperson Zurita announced that the Los Angeles Board of Supervisors will be hosting a "Healthcare Coverage Workshop" at the Kenneth Hahn Hall of Administration on the third floor Friday July, 19, 2013 at 10 a.m.

Councilperson Zurita also announced a collaborative effort by the Compton Unified School District R.O.P. program and Careerlink to host a plumbing program starting August 26, 2013. If you would like more information regarding this opportunity, please contact Kimberly McKenzie at (310) 605-3074. Ms. Zurita also reminded the residents to call City Hall at (310) 605-5500 to schedule a bulky waste pick-up when disposing of large items.

Councilperson Zurita asked that residents call Crime Stoppers at (800) 222-8477 when reporting graffiti and criminal activities.

Councilperson Zurita announced the "Compton Initiative District One Clean-Up" event to be held on July 20, 2013 beginning at 7 a.m. For more information call (310) 605-5510. In addition, Pastor Michael Fisher of Greater Zion Church will be hosting the "13th Annual Summer Jam Peace March" at Alondra and Wilmington Boulevard beginning at 11 a.m.

Councilperson Zurita asked that code enforcement officers establish a presence at all of the City's parks to make them safer for the youth.

Councilperson Zurita encouraged residents with Bank of America home loans to attend an "Avoid Foreclosure" meeting to be held on Tuesday, July 23, 2013 through July 25, 2013. To register, please call (855) 201-7426.

Councilperson Zurita also requested a report regarding the details of scheduling a town hall meeting to discuss Sebrie Park water well #20.

Councilperson Galvan mentioned having the opportunity to attend a conference in San Diego with his fellow council members. Mr. Galvan cited it interesting to find that elected officials from other cities were watching Compton and excited about the changes taking place.

Councilperson Galvan announced that the Compton Business Chamber would be hosting a meeting on Thursday, July 18, 2013 at 12 p.m. with Mayor Brown as the guest speaker.

Councilperson Galvan also mentioned that he and his liaison had driven around the Second District to document the untrimmed trees and potholes in the streets, after which the public works director confirmed that those issues would be resolved by the end of next week.

Councilperson Arceneaux clarified that Council did not take a vote to approve the I710 Freeway Expansion and explained that a representative of the Gateway Cities Commission would be present next week to issue an update to the citizens.

Councilperson Arceneaux announced that she would be hosting a "Compton Creek Clean-Up" event to be held on Saturday, July 20, 2013 beginning at Gonzales Park from 8 a.m. to 12 p.m. For more information please call Compton Parks and Recreation at (310) 605-5688.

Councilperson Arceneaux mentioned that she had also attended the Independent Cities Association Seminar in San Diego this past weekend wherein they discussed the impact of storm water run-off and Assembly Bill 109.

Councilperson Arceneaux commented on the pros and cons of Obama Care on businesses, employees, and the unemployed.

Councilperson Arceneaux requested that the meeting be adjourned in the memory of Compton resident Starlyn Calloway.

Councilperson Jones encouraged the residents to participate in the Sheriff's Department's "National Night Out" event to be held on Tuesday, August 6, 2013 at the Gateway Towne Center from 7 p.m. to 9 p.m.

Councilperson Jones also mentioned that staff is aware and has cited the property across the street from the BBQ Restaurant on Long Beach Boulevard.

Councilperson Jones also asked the City Attorney to look into ways the City can deal with illegal street vendors.

Councilperson Jones stated that he had the opportunity to attend Curren Price's swearing in ceremony to the Ninth Council District in Los Angeles.

Councilperson Jones also asked that everyone remember the Trayvon Martin family in their prayers as they mourn the loss of their teenage son.

Councilperson Jones requested that the meeting be adjourned in the memory of James E. Hooper, former councilperson Lillie Dobson's brother.

Mayor Brown cordially invited the residents to enjoy "A Movie In The Park" to be held on Friday, July 19, 2013 at Gonzales Park beginning at 6 p.m. The event is sponsored by the Compton Sheriff's Department, City of Compton, and Faith Inspirational Church. Free popcorn will be provided.

Mayor Brown invited the youth to attend a casting call for a movie called "Junior Posse" to be held Saturday, July 27, 2013 from 8 a.m. to 8 p.m. at the Carson Mall. For more information contact juniorpossethemovie on Facebook or Twitter.

Mayor Brown also mentioned that the Dean of the Marshall School of Business commitment to increase the number of Compton youth in their youth leadership program.

Mayor Brown encouraged the Compton community to remain positive in light of the Trayvon Martin verdict and see this as an opportunity to build stronger relationships within the community.

On motion by Arceneaux, seconded by Zurita, the meeting recessed at 9:45 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

The meeting reconvened Wednesday, July 17, 2013 at 12:05 a.m.

ROLL CALL

Council Members Present: Zurita, Galvan, Arceneaux, Jones, Brown,
Council Members Absent: None

REPORT OUT OF CLOSED SESSION

City Attorney Craig Cornwell reported out Public Employee Performance Evaluation Title: City Manager pursuant to California Government Code Section 54957. The entire City Council was present. No reportable action was taken.

ADJOURNMENT

On motion by Zurita, seconded by Jones, the meeting was adjourned Wednesday, July 17, 2013 at 12:06 a.m. in memory of **Starlyn Calloway** and **James E. Hooper**, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

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Clerk of the City of Compton **Mayor of the City of Compton**

JULY 23, 2013

The City Council meeting was called to order at 6:37 p.m. in the Council Chambers of City Hall by Mayor Aja Brown.

ROLL CALL

Council Members Present: **Zurita, Galvan, Arceneaux, Jones, Brown**
Council Members Absent: **None**

Other Officials Present: **C. Cornwell, A. Godwin, G. H. Duffey**

5:50 P.M. - PUBLIC HEARING TO CONSIDER A SUBSTANTIAL AMENDMENT TO CITY OF COMPTON'S HUD MANDATED ANNUAL ACTION PLAN FOR FISCAL YEAR 2012-2013 **(REQUEST TO RESCHEDULE)**

REQUEST FOR SPECIAL MEETING:

On motion by Arceneaux, seconded by Zurita, a request to schedule special City Council meeting for July 30, 2013 at 5:00 p.m., was approved by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

On motion by Zurita, seconded by Arceneaux, a request to reschedule a public hearing for September 3, 2013 at 5:50 p.m., to consider a substantial amendment to City of Compton's HUD-Mandated Annual Action Plan for Fiscal Year 2012-2013 was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

B.J. Douglas, President of United Rangers of America, commended the Mayor and City Council for working collaboratively with his youth organization and the Compton Unified School District.

David Irons, Compton resident, petitioned the City Council to install restroom facilities that accommodate the disabled in City parks.

Benjamin Holifield, Compton resident, commended the Mayor for the excellent job that she is doing on the dais and in the community. He requested more efforts to employ the youth and further recognized Councilperson Galvan for buying basketball nets at Cesar Chavez Park.

Latecia Hicks, Compton resident, petitioned the City Council to create events and activities that persuade the youth from gangs and prostitution.

Mayor Brown announced a non-profit collaborative coming up in the Fall 2013 wherein the focus will be on the youth, beautification, and economic development.

Herbert Arceneaux, Compton resident, petitioned the City Council to help him save the City of Compton. He also asked that Mayor Brown investigate the helicopter training pilots utilizing Compton's air space.

Brandy Johnson, Miss Compton Junior Teen candidate, requested a location to host the Miss Compton Junior Pageant and asked that the Compton Community Support her candidacy.

Councilperson Arceneaux requested the date and time of the event.

Miss Johnson indicated that the pageant would be held August 10, 2013 from 11 a.m. to 4 p.m. at the Carson Community Center. Anyone interested in voting for her should go to Viewer's Choice at www.misscompton.com.

Andrea Luna, Miss Compton Teen candidate, invited the community to support the Miss Compton Pageant this Saturday, July 27, 2013 from 10 a.m. to 12:30 p.m. at El Portrero restaurant located at 810 West Rosecrans Avenue. This event is being held to promote small businesses in collaboration with the Latino Chamber of Commerce.

Sierra Evans, Miss Compton candidate, encouraged the residents to participate in the I Dare You Incorporated "Back to School Fair" to be held Saturday, August 3, 2013 from 11 a.m. to 1 p.m. at 1319 East Palmer Street Compton.

Maria Villa Real, Compton resident, thanked Councilperson Galvan for attending their meeting last Thursday. She announced that the Latino Chamber of Commerce would be supporting the Miss Compton Pageant and encouraged the City Council to attend. She complained about the graffiti at 1600 South Atlantic Avenue and asked that the Sheriff's Department investigate that area of the community.

Barbara Calhoun, Compton resident and former councilperson, encouraged the local non-profit organizations to take advantage of the resources offered by the Community Action Board, an organization established to help non-profit organizations apply for grant funding.

Tomas Carlos, Compton resident, stated that he would be more than happy to help Councilperson Arceneaux stop the sale of raw milk in the Richland Farms community. He mentioned introduced the Compton Junior Posse equestrian program established by Myiesha Ackbar and agreed that it is a very important program. He complimented Councilperson Arceneaux for her efforts to get representatives from Sacramento to extend the horse trail and cited the importance of economic growth and having the right people in place.

Joyce Kelly, Compton resident, asked the city manager to explain what anticipation note means and what Item No. 23 entails. She proposed that the bond issue be discussed under Public Finance and asked if this was another way for the City to sell bonds.

Michael Turner, Compton resident, asked the city manager to address whether or not residents receiving Compton water are the only people responsible for paying off the water bond.

Mayor Brown informed Mr. Turner that the city manager would answer his question at the end of public comments.

Mr. Turner also asked if the City Council supports the Compton Chamber of Commerce.

City Manager Duffey replied that the City Council approved leases for the Compton and Latino Chamber of Commerce. Mr. Duffey also stated that people receiving Compton water are the sole payers of the water bond because they are the users of the system.

Lynn Boone, Compton resident, requested that Item No. 17 be removed because the organization is made up of members that solicited campaign donations for Mayor Brown. She accused the organization of false representation and held that many more people that participated in this election will seek to collect money. She went on to cite an article in Jet Magazine wherein former mayoral candidate Rodney Allen Ripley allegedly claims to have been advised by the city manager to run for office if he wanted a business in the City of Compton.

Mayor Brown asked the City Attorney to address how long Strategic Counsel PLC has been with the City of Compton.

City Attorney Cornwell stated that Strategic Counsel PLC has been with the City of Compton for several years.

Val Dudley, Compton resident, petitioned the City Council to do something about the cars being sold on the northeast corner of Center Street on the weekend. She notified council that no one honors the preferential parking permit program on the weekends because code enforcement is off

on those days. She cited foul odors coming from some of the residences and asked that code enforcement enforce the animal codes.

Councilperson Arceneaux requested the status of the Richland Farms taskforce. City Manager Duffey indicated that he would meet with MLES and the fire chief to organize the taskforce.

James Hester, Retired United States Navy Veteran, commented on the importance of the Veteran's Stand-down.

CONSENT AGENDA

On motion by Zurita, seconded by Arceneaux, the Consent Agenda was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT:Council Members - None

APPROVAL OF MINUTES

1. JUNE 25, 2013 - Approved.
   JULY 2, 2013 - Approved.
   JULY 9, 2013 - Approved.

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

2. CLAIM AGAINST THE CITY:
   James Green v. City of Compton (I-8587/LI0000277A)
   Golden Iron, Inc. v. City of Compton (I-8585/LI0000276A)
   (Claims - denied)

3. DEPARTMENT MONTHLY REPORTS (Received/Filed)

4. INVESTMENT REPORT - June 30, 2013 (Received/Filed)

CITY ATTORNEY

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THOMSON REUTERS COMPANY FOR THE PURCHASE OF LEGAL PUBLICATIONS AND FOR SUBSCRIPTION TO WESTLAW, THOMSON REUTERS' ONLINE LEGAL RESEARCH DATABASE (**Resolution # 23,794)**

CITY TREASURER

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACKNOWLEDGING THE RECEIPT AND FILING OF THE ANNUAL STATEMENT OF INVESTMENT POLICY FOR THE FISCAL YEARS 2013-2014 AND 2014-2015 (**Resolution # 23,795)**

HOUSING AUTHORITY

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A LEASE AGREEMENT BETWEEN THE CITY OF COMPTON AND COMPTON LOCAL HOUSING AUTHORITY (**Resolution # 23,796)**

END CONSENT AGENDA

#2.

REGULAR AGENDA

CITY MANAGER'S REPORT

8. REQUEST TO SCHEDULE A PUBLIC TO RECEIVE COMMENTS ON THE PROPOSED CITIZEN PARTICIPATION PLAN AND SUBSTANTIAL AMENDMENT TO REPROGRAM HUD FUNDS

On motion by Zurita, seconded by Arceneaux, a public hearing was scheduled for September 3, 2013 at 5:50 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

9. **ORAL PRESENTATION** - Homeless Veteran's Stand Down

Lillie Dobson gave a brief update on the progress of the Veteran's Stand Down to be held in the month of September.

10. **POWER POINT PRESENTATION** - Gateway Cities Council of Governments - Transportation Update

Jerry R. Woods presented an overview of the various projects that Gateway Cities Council of Governments are undertaking.

CITY ATTORNEY'S REPORTS

CLOSED SESSION

11. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager
Pursuant to California Government Code Section 54957

On motion by Zurita, seconded by Arceneaux, closed session was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE TO SARAKKI ASSOCIATES, INC., FOR ENGINEERING SERVICES ON THE TRAFFIC SIGNAL UPGRADE AND TRAFFIC MANAGEMENT AND OPERATIONS CENTER (TMOC) PROJECT

On motion by Arceneaux, seconded by Jones, **Resolution # 23,797** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE TO SARAKKI ASSOCIATES, INC., FOR ENGINEERING SERVICES ON THE TRAFFIC SIGNAL UPGRADE AND TRAFFIC MANAGEMENT AND OPERATIONS CENTER (TMOC) PROJECT"** was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE CITY OF INGLEWOOD FOR DATA PROCESSING SERVICES RELATING TO THE PARKING CITATION PROGRAM

On motion by Arceneaux, seconded by Jones, **Resolution #23,798** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE CITY OF INGLEWOOD FOR DATA PROCESSING SERVICES RELATING TO THE PARKING CITATION PROGRAM"** was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE COMPTON SUPERIOR COURT RELATING TO COLLECTION OF FINES ON PARKING CITATIONS

On motion by Arceneaux, seconded by Jones, **Resolution #23,799** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE COMPTON SUPERIOR COURT RELATING TO COLLECTION OF FINES ON PARKING CITATIONS"** was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO PAY ALL INVOICES BILLED FOR ANIMAL CARE AND CONTROL SERVICES FOR FISCAL YEAR 2013-2014

It was moved by Arceneaux, seconded by Jones, for discussion.

Councilperson Arceneaux asked the city manager if the City receives a report from Los Angeles Country regarding the activities and services provided by Animal Control.

City Manager Duffey replied that the City receives a monthly report from Animal Control regarding the hours assigned, board and care expenses, and the number of animals picked up.

Councilperson Zurita expressed a concern for the level of service the City of Compton receives with regard to the proposed contract. City Manager Duffey indicated that he and the Fire Chief would engage with Los Angeles County to discuss the service levels that they are providing.

Councilperson Zurita encouraged the residents to call Animal Control at (562) 940-6898 to report stray and dead animals.

Mayor Brown asked the City Attorney if the City has the option of terminating the contract if better services are found.

City Attorney Cornwell replied affirmatively.

On motion by Arceneaux, seconded by Jones, **Resolution #23,800** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO PAY ALL INVOICES BILLED FOR ANIMAL CARE AND CONTROL SERVICES FOR FISCAL YEAR 2013-2014"** was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT:Council Members - None

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO MELVINNA SHARP FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2013-2014

It was moved by Arceneaux, seconded by Jones, for discussion.

Councilperson Zurita asked the City Clerk if she had conducted a cost comparison for these services.

City Clerk Alita Godwin indicated that the additional cost would amount to the benefits paid for an employee.

Councilperson Galvan requested the criteria for how this individual was selected.

City Clerk Godwin explained that this individual was contracted under the former city clerk in 2001 and subsequently the service worked collaboratively with the office, therefore she continued the services of Ms. Sharp.

On motion by Arceneaux, seconded by Jones, **Resolution #23,801** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO MELVINNA SHARP FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2013-2014"** was approved, by the following vote on roll call:

AYES: Council Members - Arceneaux, Jones, Brown
NOES: Council Members - Zurita, Galvan
ABSENT:Council Members - None

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE PROFESSIONAL SERVICES CONTRACT WITH STRATEGIC COUNSEL PLC FOR STATE LEGISLATIVE AND ADVOCACY SERVICES FOR FISCAL YEAR 2013-2014

It was moved by Arceneaux, seconded by Jones, for discussion.

Councilperson Galvan asked the city manager if these services have ever gone out to bid.

City Manager Duffey explained that professional service contracts do not have to go out to bid.

Mayor Brown also noted that Strategic Counsel PLC has been in the industry for a long time, they are very reputable, and they represent the Compton Unified School District which allows for collaborative partnerships.

Councilperson Galvan asserted that $108,000 is a lot of money, therefore there should be a bidding process to determine what firm can best serve the citizens of Compton.

Councilperson Galvan requested a motion to send this contract out to bid.

Mayor Brown stated that there is a motion on the floor.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,802** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE PROFESSIONAL SERVICES CONTRACT WITH STRATEGIC COUNSEL PLC FOR STATE LEGISLATIVE AND ADVOCACY SERVICES FOR FISCAL YEAR 2013-2014"** was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones, Brown
NOES: Council Members - Galvan
ABSENT: Council Members - None

On motion by Arceneaux, seconded by Jones, the meeting was extended past the four-hour mark, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AND ADOPTING THE ANNUAL APPROPRIATION LIMIT FOR FISCAL YEAR 2013-2014

On motion by Arceneaux, seconded by Jones, **Resolution # 23,803** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AND ADOPTING THE ANNUAL APPROPRIATION LIMIT FOR FISCAL YEAR 2013-2014"** was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO JANKOVICH, SC FUELS, AND AAA OIL FOR GASOLINE AND DIESEL FUEL

On motion by Arceneaux, seconded by Jones, **Resolution #23,804** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO JANKOVICH, SC FUELS, AND AAA OIL FOR GASOLINE AND DIESEL FUEL"** was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

20. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS DEPARTMENT 2013-2014 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO AMEND THE CONTRACT WITH SIALIC CONTRACTORS CORPORATION DBA SHAWNAN FOR CONSTRUCTION OF THE GONZALES PARK GRADING AND DRAINAGE IMPROVEMENT PROJECT (CIP #07-03)

It was moved by Arceneaux, seconded by Jones, for discussion.

Councilperson Zurita asked if the construction of this drainage system was for the pool restoration.

City Manager Duffey indicated that this particular item pays for the grading of the park and stadium drainage system which has already been completed.

On motion by Arceneaux, seconded by Jones, **Resolution #23,805** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS DEPARTMENT 2013-2014 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO AMEND THE CONTRACT WITH SIALIC CONTRACTORS CORPORATION DBA SHAWNAN FOR CONSTRUCTION OF THE GONZALES PARK GRADING AND DRAINAGE IMPROVEMENT PROJECT (CIP #07-03)"** was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

21. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXERCISE AN OPTION TO PURCHASE EXISTING CITY VEHICLES LEASED FROM ENTERPRISE FLEET SERVICES

It was moved by Zurita, seconded by Arceneaux, for discussion.

Councilperson Zurita asked the city manager what the City's options are regarding the purchase of fleet vehicles.

City Manager Duffey indicated that the not to exceed amount is approximately $942,000 for 144 units, and in the event the City decides not to use the full amount, the City can take the residual value of the remaining vehicles and buy smaller ones.

Councilperson Jones questioned if the City really needs 144 vehicles.

Van Wilson, Director of General Services, answered that they need to strategically decide which vehicles the City need, and at some point they are going to need to reduce the fleet they currently have.

Councilperson Arceneaux voiced a concern for City vehicles being used after hours. Mr. Wilson, assured Councilperson Arceneaux that a GPS tracking device would be installed in each vehicle.

On motion by Zurita, seconded by Arceneaux, **Resolution #23,806** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXERCISE AN OPTION TO PURCHASE EXISTING CITY VEHICLES LEASED FROM ENTERPRISE FLEET SERVICES"** was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

22. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT AND ISSUE A PURCHASE ORDER WITH CLEANSTREET SWEEPING SERVICES FOR CITYWIDE STREET SWEEPING SERVICES

It was moved by Arceneaux, seconded by Jones, for discussion.

Councilperson Arceneaux asked the city manager how the City would monitor and ensure that this contractor performs their duties in an efficient manner.

City Manager Duffey stated that he has been guaranteed that they will go back and redo the job if they receive complains.

Councilperson Arceneaux encouraged the citizens to call City Hall if the street sweeper miss sweeping in front of their home.

Mayor Brown mentioned receiving several phone calls from residents regarding overgrown trees hanging into the street and preventing the street sweeper from sweeping certain areas.

Glen Kau, Director of Public Works, announced that they would be going out to bid for a tree trimming contract.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,807** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT AND ISSUE A PURCHASE ORDER WITH CLEANSTREET SWEEPING SERVICES FOR CITYWIDE STREET SWEEPING SERVICES"** was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

23. 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 2013-14 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $10,600,000

Councilperson Jones inquired about a buyer for the TRANS.

Craig Walker, IFS Securities, reported that Wells Fargo Capital is ready and waiting to purchase the TRANS.

Councilperson Zurita asked Mr. Walker when he expects the City of Compton will have its ratings reinstated.

Mr. Walker cited December 31, 2013.

City Attorney Craig Cornwell reported that there would be a number of accompanying documents that are in their substantially completed form. Mr. Cornwell also noted changes to dates and other non-material changes.

Councilperson Arceneaux asked the city manager if he conducted any forecasting to see at what point the City would not need to borrow money for financial stability throughout the year.

City Manager Duffey stated that he anticipates approximately three to four years of borrowing.

Councilperson Jones proposed that Council create and establish a policy that regulates internal and external borrowing.

On motion by Zurita, seconded by Jones, **Resolution # 23,808** entitled **"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 2013-14 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $10,600,000"** was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

24. AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON, CALIFORNIA ADOPTING AN URGENCY MEASURE PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858 MAKING FINDINGS AND ESTABLISHING A MORATORIUM TEMPORARILY PROHIBITING THE ACCEPTANCE OF APPLICATIONS OR PERMIT REQUESTS FOR NEW DEVELOPMENTS OF "TOBACCO/SMOKE SHOPS"

Mayor Brown commended the City Attorney for bringing this ordinance forward in a timely manner.

City Attorney Cornwell thanked Mr. Holifield for his gentle nudging throughout this process. He also noted that the California government code requires the City Council to come back with a report regarding what has been done during the moratorium.

On motion by Arceneaux, seconded by Jones, to waive the reading of the ordinance in full, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

On motion by Arceneaux, seconded by Jones, **Ordinance # 2,238** entitled **"AN INTERIM URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON, CALIFORNIA ADOPTING AN URGENCY MEASURE PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65858 MAKING FINDINGS AND ESTABLISHING A MORATORIUM TEMPORARILY PROHIBITING THE ACCEPTANCE OF APPLICATIONS OR PERMIT REQUESTS FOR NEW DEVELOPMENTS OF "TOBACCO/SMOKE SHOPS"** was adopted, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

25. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AGREEMENT AND ISSUE A PURCHASE ORDER TO MELAD AND ASSOCIATES FOR BUILDING PLAN CHECK SERVICES AND TEMPORARY BUILDING INSPECTION SERVICES

Mayor Brown encouraged an efficiency policy with regard to how plan check services are scheduled and processed with prospective and existing business owners.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,809** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AGREEMENT AND ISSUE A PURCHASE ORDER TO MELAD AND ASSOCIATES FOR BUILDING PLAN CHECK SERVICES AND TEMPORARY BUILDING INSPECTION SERVICES"** was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

APPROVAL OF WARRANTS

26. Warrant - 216832 - 7/15/2013 - Los Angeles County - Transmission of Voter files, Equipment, Consolidation, Verification and Supplies for April Election - $2,440.20 - Requested by: City Clerk's Office

On motion by Arceneaux, seconded by Jones, the above warrants were approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

COUNCIL COMMENTS

Councilperson Zurita commented on the success of the First District Compton Initiative Clean-Up which resulted in over 17 properties including two schools being cleaned and painted. Ms. Zurita also mentioned Pastor Fisher's March last Saturday in support of the civil rights issues.

Councilperson Zurita encouraged the residents to participate in the “2nd Annual Let's Move Compton” event to be held Saturday, September 7, 2013 at Gonzales Park from 10 a.m. to 3 p.m.

Councilperson Zurita also announced that she would be hosting the "2nd Annual Walk For a Cure" event to be held on Saturday, October 19, 2013 at the corner of Greenleaf Parkway from 7 a.m. to 11 a.m. For information on how you can volunteer, please call (310) 605-5510.

Councilperson Zurita also requested that the meeting be adjourned in the memory of Mary Ola Matthew.

Councilperson Galvan mentioned the various events he attended over the weekend.

Councilperson Arceneaux requested the earliest date that staff could address the maintenance of Myrrh Street.

City Manager Duffey informed Councilperson Arceneaux that the Myrrh Street project would be the first to go into the design process.

Councilperson Arceneaux also noted an increase in signs being posted all over the City and further advised the city manager to contact the advertiser and have them removed.

Councilperson Jones announced job opportunities at LAX for more than 280 food service positions. Applicants should apply at www.lawa.org or for additional information please call (310) 605-5522.

Councilperson Jones further encouraged the community to support the Centennial High School Symphony Orchestra who will be performing Wednesday, July 24, 2013 at 10:30 a.m., and 7 p.m. the concert will be at Faith Inspirational Baptist Church.

Councilperson Jones wished Mr. Bloomfield Happy Birthday.

Mayor Brown encouraged the youth to apply for the Tavis Smiley Foundation Leadership Institute at jbarber@comptoncity.org.

Mayor Brown encouraged the residents to take advantage of the school supplies being offered at the Salvation Army August 6, 2013 at 7 a.m. New Brighter Day Missionary Baptist Church will also be hosting a community event August 3, 2014 from 10 a.m. to 3 p.m. which includes: school supplies, haircuts, and clothes.

Mayor Brown encouraged the citizens to participate in the National Night Out event to be held on August 7, 2013 at the Gateway Towne Center Target beginning at 7 p.m.

Mayor Brown also announced “Compton Neighborhood Pride Day” to be held Saturday, August 3, 2013 at West 134th Place between Compton Avenue and Grandee between from 8 a.m. to 12 p.m. Volunteers are appreciated. For more information email volunteer@lanhs.org or call (888) 895-2NHS.

The meeting recessed to closed session at 11:22 p.m. and reconvened Wednesday, July 24, 2013 at 1:37 a.m.

ROLL CALL

Council Members Present: **Zurita, Galvan, Arceneaux, Jones, Brown,**
Council Members Absent: **None**

REPORT OUT OF CLOSED SESSION

City Attorney Craig Cornwell reported out that council met in closed session under Public Employee Performance Evaluation Title: City Manager pursuant to California Government Code Section 54957. City Council unanimously accepted the proposed evaluation of the City Manager. There was no other reportable action taken.

#2.

ADJOURNMENT

On motion by Zurita, seconded by Jones, the meeting was adjourned Wednesday, July 24, 2013 at 1:38 a.m. in memory of **Mary Ola Matthew**, by the following vote on roll call:

AYES: Council Members - Zurita, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members – Galvan, Arceneaux

_____ _____

City Clerk of the City of Compton **Mayor of the City of Compton**

JULY 30, 2013

The Special City Council meeting was called to order at 5:23 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremonies were also led by Mayor Aja Brown.

ROLL CALL

Council Members Present: **Zurita, Galvan, Arceneaux, Jones, Brown**
Council Members Absent: **None**

Other Officials Present: **C. Cornwell, A. Godwin, G. H. Duffey**

RULES OF DECORUM - City Attorney Cornwell read the Rules of Decorum.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Michelle James, Brothers and Sisters of the Sun Motorcycle Club, volunteered her organization to help move the City forward.

Lee Wax, Compton resident, reminded the City Council that city employees are still hurting financially.

Joyce Kelly, Compton resident, cautioned the City Council about proceeding with anything other than the items posted to the agenda, otherwise the City Attorney and the City Council would have to answer to a misappropriation of public funds and unauthorized conduct during a meeting.

Ray Ranneker, former firefighter, commended each of the City Council members for their contributions to the City.

Gerald Pickens, Compton residents and CBATS director, invited the City Council to attend their All Star Game to be held on Thursday, August 1, 2013 at Jackie Robin stadium beginning at 10 a.m.

Mike Ramirez, thanked the City Council for opening and maintain Jackie Robinson stadium.

Mike Dees, Compton resident, petitioned the City Council to help them recruit their fifth member of Parks and Recreation Commission.

Lynn Boone, Compton resident, notified the citizens that there is an item on the agenda proposing to amend the city manager's contract and give him a year severance pay and a raise. She alleged that there were agencies investigating him concerning possible bribery as well. She also announced that she has a court date in October to determine whether or not fraudulent activities took place during the 2013 April Election.

Mrs. Chromer, resident in the unincorporated area of Compton, spoke in opposition to the proposed annexation of unincorporated areas around Compton.

Tony Hicks, resident in the unincorporated area of Compton, asked the City Council if they would be conducting their own studies to determine the impact that the annexation would have on the City of Compton.

Charles Strickland, Compton resident, urged the residents to support the Compton Tribune because the owner lives and works in Compton. He questioned why the voters names could not be purged. Mr. Stricklan applauded Councilpersons Arceneaux and Galvan for running respectful campaigns.

Roger Evans, Compton resident, asked the City Council if they had any information regarding water bill discounts for disabled senior citizens.

Councilperson Zurita referred Mr. Evans to Terrence Davis to schedule a meeting to discuss the matter.

Benjamin Holifield, Compton resident, commented on the importance of collaborative efforts between the community and the City Council to clean up the City.

Senita Farley, President of East Rancho Dominguez Neighborhood Association, opposed any attempts by the City to annex East Rancho Dominguez based on: an unstable financial stability at the present and in the future, financial auditing difficulties, questionable ability to provide basic municipal service to its residents, insufficient park land based on population, lack of response to requests for financial information.

Executive Secretary Duffey clarified that the item is about the City adopting and developing a policy that would give the City five years to execute.

Barbara Keyes, Compton resident, petitioned the City Council to establish an aggressive stance of beautification.

Bob Richardson, East Rancho Dominguez resident, spoke in opposition to any plans by the City to annex unincorporated areas.

Herbert Arceneaux, Compton resident, requested that the meeting be adjourned in the memory of Mr. Dunbar. He questioned the need for so many newspapers and business organizations and proposed that they unify as one front.

5:15P.M. - PUBLIC HEARING TO CONSIDER A SUBSTANTIAL AMENDMENT TO CITY OF COMPTON'S HUD MANDATED ANNUAL ACTION PLAN FOR FISCAL YEAR 2012-2013 (Item #4)

On motion by Zurita, seconded by Arceneaux, the public hearing was opened at 6:10 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

Kofi Sefa'boayke, Director of Successor Agency, presented the staff report.

AUDIENCE COMMENTS ON THE PUBLIC HEARING

Benjamin Holifield, Compton resident, requested the agency responsible for maintaining Agency-owned lots.

Mr. Sefa'boayke answered that the Successor Agency is responsible for maintaining the lots, but with the reduction in funds received from the state, they have not been able to be maintained. Consequently, Mr. Sefa'boayke noted that there is a budget item under the Successor Agency that would allow them to maintain those problems.

Lynn Boone, Compton resident, questioned why the funds were not expended for the purposes intended during the years they were awarded; and does this mean that there will no longer be any programs like the Fix-It Grant program.

Mr. Sefa'boayke explained that those funds are loan pay-offs, and when the funds are paid back they are set aside and become program income which is then recycled back into the community.

On motion by Zurita, seconded by Arceneaux, the public hearing was closed at 6:22 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

COUNCIL COMMENTS ON PUBLIC HEARING

Councilperson Arceneaux asked when this money would be available for the Fix-It program. Mr. Sefa'boayke indicated that the funds would be available after HUD's required 30 day process.

Councilperson Zurita asked how Crossroads was selected. Mr. Sefa'boayke stated that they were selected based upon their evaluation, performance, and past activities.

SPECIAL PRIVILEGE - COMPTON 125 PROJECT- A slide show was presented of the proposed activites.

REGULAR AGENDA

CITY MANAGER'S REPORTS

1. ESTABLISHMENT OF THE CITY OF COMPTON SPONSORED BLUELINE FARMERS MARKET

   ACTION: CITY COUNCIL AUTHORIZES CITY MANAGER TO NEGOTIATE AND EXECUTE AGREEMENTS, UPON THE ADVICE OF THE CITY ATTORNEY, RELATED TO THE ESTABLISHMENT OF THE CITY OF COMPTON SPONSORED BLUE LINE FARMERS MARKET AND TO RETURN TO CITY COUNCIL ON SEPTEMBER 3, 2013 FOR (APPROVAL)

On motion by Arceneaux, seconded by Zurita, the request was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT:Council Members - None

2. ORAL REPORT - Anita Estell of Polsinelli Shugart, Federal Legislative Update

Ms. Estell presented a power point on the Federal Legislative update for the upcoming year.

CITY ATTORNEY'S REPORTS

CLOSED SESSION

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
   Bradford v. City of Compton, LASC Case Number TC026769
   Pursuant to California Government Code Section 54956.9

On motion by Arceneaux, seconded by Zurita, closed session was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT:Council Members - None

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A SUBSTANTIAL AMENDMENT TO THE CITY OF COMPTON'S HUD MANDATED ANNUAL ACTION PLANS FOR FISCAL YEAR'S 2011-2012, 2012-2013 and 2013-2014

On motion by Zurita, seconded by Arceneaux, **Resolution #23,810** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A SUBSTANTIAL AMENDMENT TO THE CITY OF COMPTON'S HUD MANDATED ANNUAL ACTION PLANS FOR FISCAL YEAR'S 2011-2012, 2012-2013 and 2013-2014"** was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REQUESTING THE LOCAL AGENCY FORMATION COMMISSION (LAFCO) TO NOT REDUCE THE CITY OF COMPTON SPHERE OF INFLUENCE AND DIRECTING STAFF TO PREPARE AN ANNEXATION PLAN FOR THE FISCALLY RESPONSIBLE ANNEXATION OF THE UNINCORPORATED TERRITORIES KNOWN AS COUNTY ISLANDS WITHIN THE CITY OF COMPTON AND THE OUTLYING UNINCORPORATED TERRITORIES

Robert Degadillo, Planning Department presented a Power Point presentation outlining the annexation plan for the unincorporated territories within the County Islands.

Councilperson Zurita assured Compton residents and the East Rancho Dominguez community that the City of Compton will not be annexing any property at this time.

On motion by Arceneaux, seconded by Zurita, **Resolution #23,811** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REQUESTING THE LOCAL AGENCY FORMATION COMMISSION (LAFCO) TO NOT REDUCE THE CITY OF COMPTON SPHERE OF INFLUENCE AND DIRECTING STAFF TO PREPARE AN ANNEXATION PLAN FOR THE FISCALLY RESPONSIBLE ANNEXATION OF THE UNINCORPORATED TERRITORIES KNOWN AS COUNTY ISLANDS WITHIN THE CITY OF COMPTON AND THE OUTLYING UNINCORPORATED TERRITORIES"** was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ADMINISTER A SUMMER YOUTH EMPLOYMENT AND TRAINING PROGRAM (SYETP) FOR FISCAL YEAR 2013

City Clerk Alita Godwin cited a change in the funding source from "Community Development Block Grant" account 2800 to "Los Angeles Regional Park and Open Space District" account 2674.

Councilperson Zurita recommended that the administrative fee be decreased from 37% to 15%, and that staff add an additional 34 more youth to the program since 600 wish to participate.

City Manager Duffey indicated that the dollar amount represents staff time and overhead.

Councilperson Galvan asked why the department is charging more than the required amount to administer the program.

Kimberly McKenzie, Director of Careerlink, replied that it pays for the administrative costs to the four staff members currently at Careerlink.

Councilperson Galvan maintained that it is unfair to take advantage of the residents and charge 20% instead of 15%.

Mayor Brown stated that 15% is the industry average for grants, but usually the cost is sometimes higher depending on the type of program; cities often times absorb the additional cost.

City Manager Duffey affirmed that Careerlink staff would only bill the number of hours needed to implement the program.

Councilperson Zurita proposed that the City reduce the administrative fee by soliciting interns seeking college credit to help supervise the program.

Mayor Brown stated that the intent of staff is to employ the youth, feed them breakfast, lunch, and snack while they earn work experience.

Councilperson Galvan requested the criteria for selection and the required age limit. Ms. McKenzie stated that mailers would be sent out and youth ages 14-21 would be selected on a first come first served basis.

Mayor Brown recommended that the age limit be reduced to 14 to 18.

Councilperson Zurita motioned to amend the administrative cost from 20% to 15%.

It was seconded by Galvan.

It was moved by Zurita, seconded by Galvan, to reduce the administrative cost to 15%, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Brown
NOES: Council Members - None
ABSENT: Council Members - None
ABSTAIN: Council Members - Jones

Councilperson Jones abstained because he was unclear as to how the reduction would impact the program.

[Loud clapping]

Mayor Brown advised the audience that clapping, rejoicing, and booing was not permitted.

[Dialogue between Mayor Brown and Councilperson Galvan]

The meeting recessed at 7:53 p.m. and reconvened at 8:02 p.m.

It was moved by Zurita, seconded by Arceneaux, to change the age limits to 14-18 years of age, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

City Manager Duffey proposed that Careerlink select 25 youth per District.

It was moved by Galvan, seconded by Zurita, to select workers by District, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

On motion by Zurita, seconded by Arceneaux, **Resolution # 23,812** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ADMINISTER A SUMMER YOUTH EMPLOYMENT AND TRAINING PROGRAM (SYETP) FOR FISCAL YEAR 2013"** was approved (with amendments), by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT:Council Members - None

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING A REVENUE SHORTFALL AND WORKFORCE REDUCTION FOR FISCAL YEAR 2013-2014

It was moved by Arceneaux, seconded by Zurita, to discuss this item.

Executive Secretary Duffey stated that staff is requesting a revenue shortfall in the Successor Agency. A potential lay-off would occur and staff will try to find a way to reduce costs, and give proper notice to employees that the Successor Agency is winding down. Mr. Duffey stated that as the executive director for the Successor Agency he will be assuming that role and leading the winding down of the Successor Agency.

Executive Secretary Duffey also noted that the goal is to give displaced employees an opportunity to bump into positions they formally held.

On motion by Arceneaux, seconded by Zurita, **Resolution #23,813** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING A REVENUE SHORTFALL AND WORKFORCE REDUCTION FOR FISCAL YEAR 2013-2014"** was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones, Brown
NOES: Council Members - Galvan
ABSENT:Council Members - None

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE EMPLOYMENT AGREEMENT OF GLENN HAROLD DUFFEY, CITY MANAGER (REMOVED)

Councilperson Zurita expressed a concern for items being placed on the agenda without being reviewed.

City Attorney Craig Cornwell stated that out of an abundance of caution this item should be voted at a regularly scheduled meeting.

Councilperson Zurita requested a workshop on agenda processing in order to fully understand the process.

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON CONSENTING TO THE ASSIGNMENT OF THE AMENDED AND RESTATED AGREEMENT FOR INTEGRATED SOLID WASTE MANAGEMENT SERVICES FROM PACIFIC COAST WASTE AND RECYCLING, LLC TO CONSOLIDATED DISPOSAL SERVICE, LLC

Councilperson Arceneaux asked if Consolidated Waste would retain all employees hired by Pacific Coast Waste & Recycling.

Executive Secretary Duffey replied affirmatively.

Councilperson Jones encouraged the city manager to engage Consolidated Disposal in a discussion regarding providing the same level of support and partnership as did Pacific Coast Waste & Recycling.

Councilperson Arceneaux questioned if there would be any changes in service.

Jay Foyler, General Manager for Consolidated Disposal, affirmed that all services would remain the same with a potential for enhancement.

Councilperson Galvan thanked Pacific Coast Waste & Recycling for their years of service and stated that he was looking forward to working with Consolidated Disposal.

On motion by Arceneaux, seconded by Zurita, **Resolution #23,814** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON CONSENTING TO THE ASSIGNMENT OF THE AMENDED AND RESTATED AGREEMENT FOR INTEGRATED SOLID WASTE MANAGEMENT SERVICES FROM PACIFIC COAST WASTE AND RECYCLING, LLC TO CONSOLIDATED DISPOSAL SERVICE, LLC"** was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT:Council Members - None

APPROVAL OF WARRANTS - There were no warrants to be approved.

COUNCIL COMMENTS

Councilperson Jones mentioned attending four events last Saturday. He also thanked the residents of Burris, Pearl, Mayo, Chester, and California for inviting him to their block club meeting. He went on to thank the following individuals for responding to the residents questions and concerns: Assistant City Manager Terrance Davis, City Attorney Cornwell, Deputy City Attorney Rugley, MLES staff, Deputy Owens.

Councilperson Jones encouraged all parents to take their children to the "Back to School Health Fair" to be held on Friday, August 2, 2013 at 130 East Compton Boulevard beginning at 10 a.m.

Councilperson Arceneaux asked that the City develop a policy that imposes fines on all unauthorized advertising on street poles, lights poles and buildings.

Councilperson Arceneaux requested that the meeting be adjourned in the memory of long time residents George Washington and Mr. Dunbar.

Councilperson Zurita stated that she is happy to hear that Compton would have its own Farmer's Market.

Councilperson Zurita requested the status of the Williams' Street Alley.

City Manager Duffey affirmed that the alley should be fully functional by December 2013.

Councilperson Zurita encouraged the residents to participate in the "2nd Annual Let's Move Compton" event to be held Saturday, September 7, 2013 at Gonzales Park from 10 a.m. to 3 p.m.

Councilperson Zurita also announced that she would be hosting the "2nd Annual Walk For a Cure" event to be held on Saturday, October 19, 2013 at the corner of Greenleaf Parkway from 7 a.m. to 11 a.m. For information on how you can volunteer, please call (310) 605-5510.

Councilperson Zurita requested that the meeting be adjourned in memory of Patricia Phillips and Thelma Dorn.

Councilperson Galvan stated that he had the opportunity to participate in a few clean-ups and the Miss Compton Pageant luncheon sponsored by the Latino Chamber of Commerce.

Councilperson Galvan asked the city manager to remove the graffiti off the wall on Williams Street near the I-710 Freeway.

Councilperson Galvan apologized to Mayor Brown if he seemed disrespectful earlier. Mr. Galvan affirmed that he is passionate about the youth and knows what it is like not to have money as a child.

Mayor Brown stated that she was pleased to see several youth from Compton at Tavis Smiley's Leadership Institute at UCLA.

#2.

Mayor Brown encouraged the citizens to participate in the Sheriff's Department's "National Night Out" event to be held on Wednesday, August 7, 2013 at the Gateway Towne Center Target Store beginning at 7 p.m.

Mayor Brown encouraged residents aware of criminal activity to call 1(800) 222-TIPS.

On motion by Arceneaux, seconded by Zurita, the meeting recessed at 9:16 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

The meeting reconvened at 10:31 p.m.

REPORT OUT OF CLOSED SESSION

City Attorney Craig Cornwell reported out that council met in closed session regarding Conference with legal counsel - Existing Litigation, Bradford v. City of Compton, LASC Case Number TC026769 pursuant to California Government Code Section 54956.9. The entire City Council was present in closed session. City Council unanimously rejected the current 998 offer presented to the City and no other reportable action taken at this time.

ADJOURNMENT

On motion by Zurita, seconded by Arceneaux, the meeting was adjourned at 10:32 p.m. in the memory of **George Washington**, **Mr. Dunbar**, **Patricia Phillips**, and **Thelma Dorn**, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

_____ _____

City Clerk of the City of Compton **Mayor of the City of Compton**

CAREER LINK

#3.

TO: MAYOR AND COUNCIL MEMBERS
G. HAROLD DUFFEY – CITY MANAGER

FROM: KIMBERLY MCKENZIE
CAREERLINK DIRECTOR

SUBJECT: MONTHLY REPORT – JUNE 2013

SUMMARY

This monthly report is provided to the Mayor, Members of the City Council and City Administration to keep them informed regarding the activities within the CareerLink department during the month of June 2013.

REVENUE / EXPENDITURE UPDATE:

Grant	Budget	Prior YTD Cash Requested	Current Month Cash Request	Total YTD Cash Request
WIA Youth Employment Program	**$594,468**	**$358,868**	**$77,052**	**$502,241**

CUSTOMER SERVICE

During the month of June, **351** customers utilized CareerLink's job search services, i.e., computers to construct resumes, post resumes, file employment applications online, fax machine, copier and review printed job leads in the lobby/resource area.

PERFORMANCE MEASURES/OUTCOMES

Contract Performance

MEASUREMENT/OUTCOME	PLANNED	ACUTAL
Total Enrollments	120	105
Total Exits	100	105
Total Outcomes	70	105*

*A positive outcome can be return to school, enter post-secondary education, job placement or enter the military. Historically, the department meets and/or exceeds its outcomes after June 30, 2013. After completing the outcomes the clients are exited and CareerLink is required to follow up with the Youth for 12 months after exiting the program.

State Performance

Entered Employment or Education (PLANNED)	Entered Employment or Education (ACTUAL)	Attained Degree or Certificate (PLANNED)	Attained Degree Or Certificate (ACTUAL)	Literacy and Numeracy GAINS (PLANNED)	Literacy and Numeracy GAINS (ACTUAL)
65%	96.3%	45%	46.43%	15%	37.93%

Characteristics of Youth Enrolled in Program

Gender		Age		
67 Females	(64%)	14-18	75	(71%)
38 Males	(36%)	19-21	30	(29%)

Characteristics of Youth Enrolled in Program (Continued)

Education Status	
Student High School or less	37
Student Attending Post High School	7
Out-of-School Dropout	8
Out-of-School, HS Grad w/ Employ Difficulty	18
Out-of-School, HS Grad, In School	1
Alternative School	44

BUSINESS OUTREACH

After the Steak & Fries Grand Opening, staff met with the employer and sent 4 youth clients over for interviews. Steak & Fries hired one (1) Youth from CareerLink's Program.

Employers Compton Jr. Posse and State Farm Insurance trained a Youth from CareerLink's Program and after the training period each were hired. This resulted in a positive outcome for CareerLink.

The following is a list of employers who have hired youth from CareerLink's Youth Program this fiscal year:

AMVETS (Long Beach, CA)
AMR, Inc. (Bellflower, CA)
Bludos BBQ Shack (Compton, CA)
Briad Rest Group -TGIF (Compton, CA)
Buffalo Wild Wings (Los Angeles, CA)
CPS Security Solutions (Los Angeles, CA)
California Steak & Fries (Compton, CA)
California Cartage Company (Wilmington, CA)
Elegant Hair Fashion (Compton, CA)
Food 4 Less/Ralphs (Los Angeles, CA)
Jamba Juice (Gardena, CA)
Jr. Posse Youth Equestrian (Compton, CA)
Maston Logistics (Compton, CA)
McDonalds (Long Beach, CA)
Ordorica Construction, Inc (Bellflower, CA)
Party City (Compton, CA)
Radio Shack (Long Beach, CA)
Ralphs Grocery Store (Carson, CA)
Securitas Security Services (Torrance, CA)
Staff Mark Staffing (Torrance, CA)
Staff Pro Inc. (Huntington Beach, CA)
State Farm Insurance (Lynwood, CA)
Vista Veranda Village (Lynwood, CA)
West Coast Distribution (Vernon, CA)

YOUTH SUCCESS STORIES

The department conducted its annual Year End Youth Recognition Ceremony in the CareerLink Auditorium. Approximately 80 Youth were in attendance and received certificates.

YOUTH SUCCESS STORIES (Cont'd)

CareerLink is proud of the accomplishments of our Youth. Many Youth have obtained full-time or part-time jobs and at least 85% of our youth have graduated from High School and will be attending college. The college list is as follows:

El Camino College
Cal State University Dominguez Hills
Southwest College
Long Beach City College
Cal State Northridge
Cerritos College

Bennett College
Virginia University of Lynchburg
UMI Institute
Santa Monica College
UC Santa Barbara
LA Trade Tech
North Arizona University

One Youth will be entering the US Marines

AUDIT REVIEW

CareerLink's Youth Program was monitored by the County of Los Angeles Auditor Controller in March 2013. The DRAFT document will be issued by the Auditor Controller by July 2013.

GRANT APPLICATION

CareerLink Department received notification that it was not recommended to provide services and receive funding for the LA County Community and Senior Services Summer Youth Work Experience Program and the Workforce Investment Act (WIA) Youth Employment Program. Although the department was not recommended, the department remains on the eligible Work Order List for future notices for the period of 2013-2015.

FISCAL IMPACT

June 2013 invoice will was submitted to LA County for reimbursement of expenditures for the staff salary and program expenditures on or about July 10, 2013. CareerLink staff is working closely with the Controller's Office to identify all program expenditures for the closeout report due to LA County by July 2013.

KIMBERLY MCKENZIE
CAREERLINK DIRECTOR

BUILDING AND SAFETY

#3.

CITY CONTROLLER

Financial Report

June 2013

City of Compton

#3.

August 25, 2013

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

FROM: **CITY MANAGER**

BY: **CITY CONTROLLER**

SUBJECT: **FINANCIAL REPORT - FOR THE PERIOD ENDED JUNE 30, 2013**

SUMMARY

The Financial Report for the period ended June 30, 2013 provides an overview of the City's revenues for the 12-month period from July 2012 to June 2013, expenditures from July 2012 to June 2013 and the fund balances as of June 30, 2013.

The City-wide total revenue of **$155.16 million** for the 12-month period represents about **63%** of the adjusted City-wide revenues budget. The City-wide expenditures for the 12-month period amounted to **$160.58 million,** which was **65%** of the City-wide adjusted expenditures budget. The difference of **$5.42 million** between the City-wide revenue collections and actual expenditures for the period from beginning of the fiscal year to June 30, 2013, represents mainly the use of accumulated fund balances and financial resources of the City.

General Fund revenues for the 12-month period amounted to **$48.39 million,** while the total of General Fund expenditures was **$46.96 million** representing excess of revenues over expenditures of **$1.43 million**. The City collected **102%** of the General Fund adjusted revenues budget and incurred **91%** of the General Fund adjusted expenditures budget as of the end of June 2013. The percentages of the collected revenues and actual expenditures compared to the original unadjusted budgets were **114%** and **91%** respectively. As indicated in the report of May 2013, the 2012-2013 Fiscal Year represents the first year in six years that the City's General Fund recorded a surplus of revenues over expenditure.

Snapshot Analysis

Year-to-Date Amounts

City-Wide

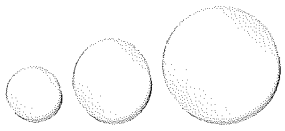
Revenues	$ 155.16m
Expenditures	$160.58m
Difference	$ 5.42m

General Fund

Revenues	$48.39m
Expenditures	$46.96m
Excess	$ 1.43m

General Fund

Revenues - $48.39m

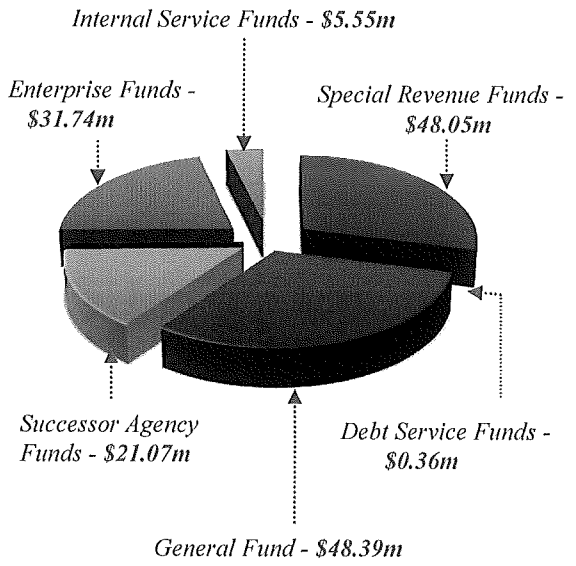


Expenditures - $46.96m

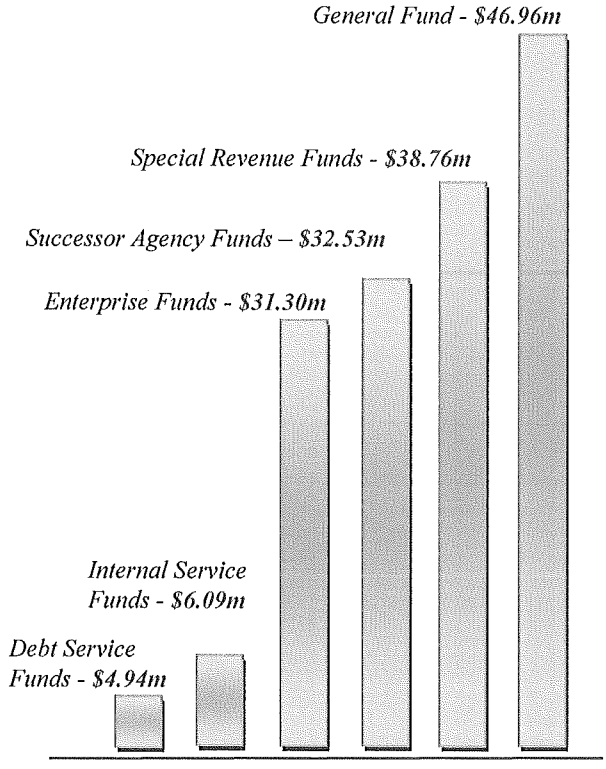
REVENUE COLLECTIONS

The General Fund total revenues from the beginning of the fiscal year to June 30, 2013 amounted to **$48,391,097**. The revenues recorded in this Fund include Property Tax, Sales and Use Taxes, Franchise Fees, Utility Users Tax, Licenses and Permit Fees, Motor Vehicle License Fee, Fines and Forfeitures, and Charges for Current Services.

Revenues Chart



Expenditures Chart



The Special Revenue Funds received **$48,053,842** while the Successor Agency Funds had total revenues of **$21,069,793** as of the end of June 2013.

The Debt Service Funds, consisting of the General City's 2008 Lease Revenues Bonds Fund and the 1987 Revenues Bonds Fund, had **$361,204** in revenues as of the end of June 2013.

The Enterprise Funds had total revenues of **$31,737,715** as of end of the fiscal year. The Enterprise Funds comprise the Water Fund, Sewer Fund, Rubbish Fund, Recreation Programs Fund, Golf Course Fund and the Enterprise Funds' Bonds.

The Internal Service Funds include such funds as the Equipment Rental Fund, Central Duplicating Fund, Worker's Compensation Fund, and the General Liability Insurance Fund. These funds account for goods and services provided to other departments. The total revenue for these funds as of end of June 2013 was **$5,546,213**.

The General Fund actual revenue collection was over the revenues budget by **2%**.

EXPENDITURES

The Expenditure Summary in **Appendix D** shows General Fund expenditures of **$46.96 million** as of the end of June 2013, Special Revenue Funds expenditure of **$38.76 million**, Successor Agency Funds expenditure of **$32.53 million**, Debt Service Funds expenditure of **$4.94 million**, Enterprise Funds expenditure of **$31.30 million**, and Internal Service Funds expenditure of **$6.09 million**. Also, the "**Costs by Department**" reports (**Appendix E and Appendix F**) provide summary of departmental expenditures for the fiscal year to June 2013 and percentages of the total expenditures compared to the budgeted amounts.

Most of the expenditure categories were below the budget amounts for the 12-month period ended June 30, 2013. However, the Fire Department actual overtime costs amounted to **$1,325,167** – representing **221%** of the Department's overtime appropriation of **$600,000**. The actual General Fund expenditure of **$11.15 million** for the Fire Department exceeded the Department's General Fund budget of **$10.67 million** by **4%**. The General Services Department actual overtime cost was **$19,985** which was **400%** of the budgeted amount of **$5.000**.

Parks & Recreation Department's actual overtime cost of **$17,479** was **17%** over the overtime budget of **$15,000**. The City Manager's Office actual overtime cost as of the end of June 2013 was **$22,342** while there was no overtime budget for the fiscal year.

The total actual expenditure for Non-Departmental was **$10,937,302 (130%)** compared to the adjusted budget of **$8,414,314** as of June 2013. The Non-Departmental expenditure percentage of **130%** was a result of the following:

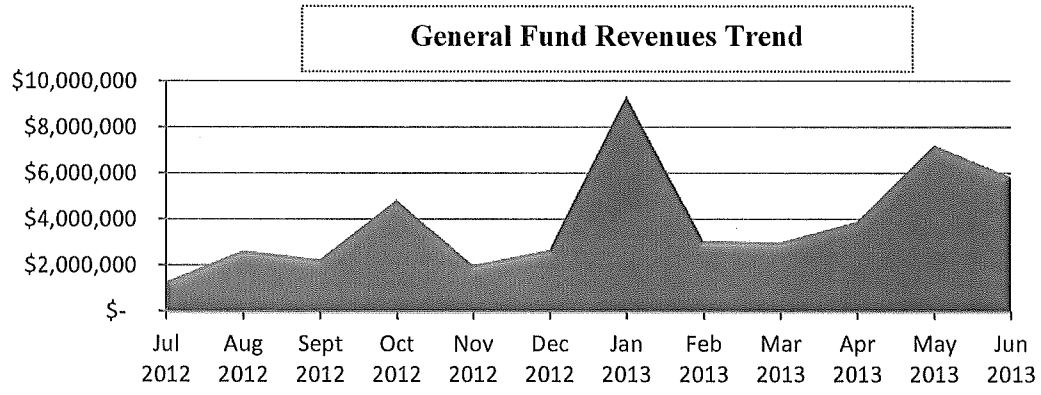
- **$2,319,888** interest payment for the 2008 Lease Revenues Bonds was made during the fiscal year in accordance with City Council Resolution No. 23,422. City Council Resolution No. 23,422 instructed that the Bonds payments for the fiscal years up to 2014 be made out of the PFA 2008 Lease Revenues Bonds' proceeds (Non-Department budget) instead of the General Fund. Further, the City Council approved with resolution No. 23,718 to delete the appropriated amount of **$2,319,888** made in the General Fund budget for the bond payment.

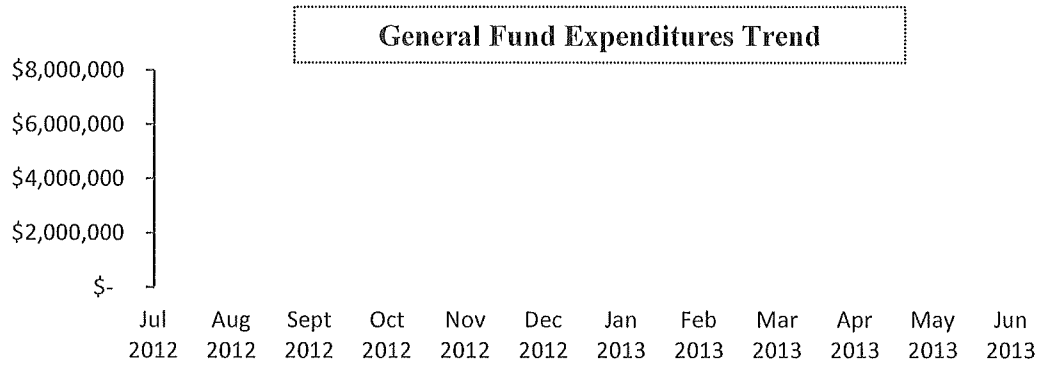
- The City made catch-up payments to CalPERS regarding PERS liability for current employees and retirees with the aim of avoiding arduous lawsuit with CalPERS regarding the outstanding checks / bills. These payments contributed to the high percentage of expenditure in the Non-Departmental budget.

- As noted on page 5, the City issued **Tax and Revenues Anticipation Notes (TRANS)** during the fiscal year. The cost of issuance, discount on the TRANS, and interest payable on the TRANS were paid from the Non-Department Budget because the transaction relates to the entire City and not to a single department.

REVENUES AND EXPENDITURES TRENDS – GENERAL FUND

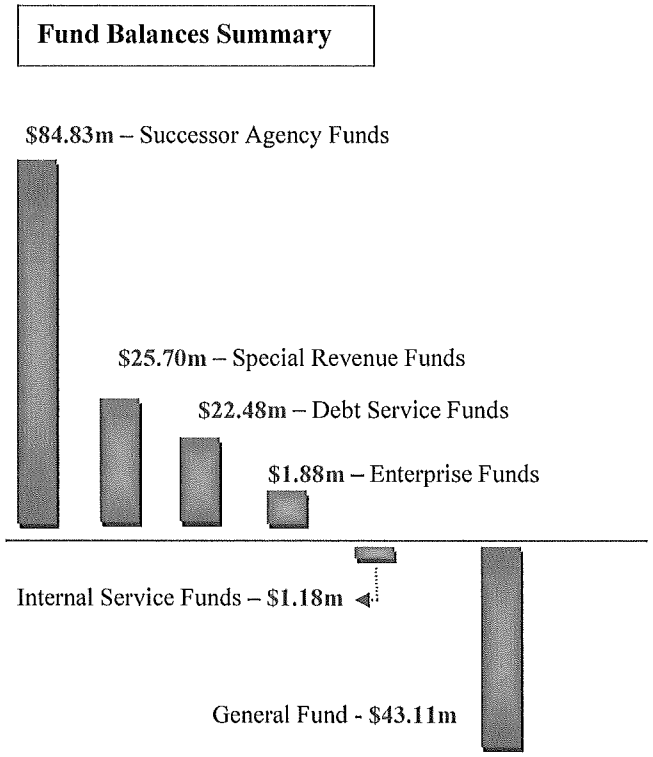
Analysis of the trend of General Fund revenues and expenditures indicated that General Fund revenues for the 12 months exceeded expenditures by **$1.43m**. The graphs of the monthly revenue collections and actual expenditures are shown below.





The Fund Balances Summary Report in **Appendix G** provides the beginning fund balances (unaudited) of each of the major funds and the fund balances (unaudited) as of end of June 2013.

The General Fund had accumulated **negative** fund balance of approximately **$43.11 million** as of end of the fiscal year. The Special Revenue Funds ended the month with a cumulative fund balance of **$25.70 million**. The total ending fund balance of Successor Agency Funds was **$84.83 million**, the Debt Service Funds balance was **$22.48 million**, the Enterprise Funds balance was **$1.88 million**, and the Internal Service Funds (which included Equipment Rental Fund, Central Duplicating Fund, Worker's Compensation Fund, and General Liability Insurance Fund) had a combined deficit fund balance of **$1.18 million**.



The fund balances shown above represent cumulative amounts. Therefore, the General Fund deficit balance of **$43.11 million** as of June 2013 included the cumulative deficit of **$44.40 million** from prior years, cumulative deficit in the Fire Department Hazardous Materials Fund of **$0.14 million** and the fiscal year surplus of **$1.43 million** that arose from July 2012 to June 2013. The General Fund surplus of **$1.43 million** for the fiscal year has effectively reduced the General Fund accumulated deficit.

On December 20, 2011, the City Council approved Resolution No. **23,447** delineating a 20-year repayment schedule to enable the General Fund erase the prior years' accumulated deficit and to repay the amounts owed to other Funds. The repayment plan entailed that there will be surplus in General Fund (actual revenues will be higher than expenditures) in each of the next 20 years thereby reducing the accumulated deficit and providing cash for the General Fund to repay the amounts owed to other Funds. For the current fiscal year 2012-2013, the amount to be repaid by General Fund in accordance with the repayment schedule is **$100,000** while the actual General Fund surplus recorded as of end of the fiscal year was **$1.43 million**.

As contained in Council Resolution No. **23,447**, the amount owed to other funds above included the amount of **$5,328,000** for Park properties purchased by the City from the City's former Community Redevelopment Agency (**CRA**) for which the City has not had enough funds to make the payment. Also stated in Council Resolution No. **23,447,** is the amount of **$4,037,635** allocated through the budget process in fiscal year 2008/2009 for expenditures made by City departments on behalf of CRA. The Independent Auditors disallowed the expenditures and the amount was to be refunded to the Agency. Following the dissolution of CRA and establishment of Successor Agency, the City notified the State Department of Finance (DOF) about the 20-year repayment plan detailed in Council Resolution No. **23,447**. It is expected that the DOF will agree to the 20-year repayment plan.

In 2011, the City Council approved with Resolution No. **23,323** (dated **5/24/2011)** that the City's former Community Redevelopment Agency (CRA) should repay the amount of **$7.7 million** owed to the General Liability Insurance Fund. The amount represents CRA's share of general liability claims paid on behalf of the Agency by the General Liability Insurance Fund. The Agency did not pay its share of the liability claims since 1987. The City Council directed in 1991, with Resolution No. **16,651** of **7/23/1991,** that the Agency should pay the accumulated liability claims when the Agency has enough funds. Pursuant to the 2011 Council Resolution No. **23,323**, the Agency repaid a total amount of **$3.1 million** prior to the dissolution of CRA. This amount of **$3.1million** for General Liability claims and **$2.4 million** for other expense reimbursements made by the Agency to the City are under review by the DOF to determine if the reimbursements (totaling **$5.5million**) should be refunded back to the Agency. DOF indicated that the repayments were made to the City within one year prior to Assembly Bill **AB X1 26**. The law that disbanded CRA (**AB X1 26**) came into effect in January 2012 after the payments were made by CRA. Further, the general liability claims occurred over the past several years starting from 1987, before **AB X1 26** came into effect. However, in line with DOF stance in other Cities, the above two payments (amounting to **$5.5 million**) made by CRA prior to January 2012 were being reviewed / questioned by the DOF.

APPENDICES

The following detailed schedules are included in this Financial Report as appendices:

1) **Revenue Summary (Appendix A)** – showing total budgeted revenues for the fiscal year 2012-2013; the actual revenues collected for the month of June 2013; the cumulative collections for the period from July 2012 to June 2013 and percentage of the actual collections to the budgeted amounts. These amounts are summarized based on the six major fund classifications.

2) **General Fund Revenues (Appendix B)** - this schedule provides detailed classification of revenue receipts posted to the General Fund.

3) **Enterprise Funds Revenues (Appendix C)** – the schedule provides details of revenue receipts for Water, Rubbish, Sewer, Recreation Programs and Golf Course Funds.

4) **Expenditures Summary (Appendix D)** – this shows the budgeted expenditures for the 2012-2013 fiscal year, the actual expenditures for the month of June 2013 and the cumulative actual expenditures for the period from July 2012 to June 2013.

5) **Costs By Department (Appendix E and Appendix F)** – show total expenditures by department as of the end of June 2013, for General Fund (**Appendix E**) and for the entire City (**Appendix F**).

6) **Summary of Fund Balances – Major Funds (Appendix G)** – the focus of this schedule is to show the beginning fund balances (unaudited) of the major funds of the City and the ending fund balances as of the end of June 2013.

7) **Budget Comparison (Appendix H)** – shows the summary of revenues compared to total budget based on the major budget categories.

8) **Grants Appropriation Balances (Appendix I)** – indicates balances of unspent appropriation of the various Grant Funds of the City.

RECOMMENDATION

It is recommended that the Honorable Mayor and City Council receive and file the Financial Report for the period ended June 30, 2013.

Thank you.

G. HAROLD DUFFEY,
CITY MANAGER

STEPHEN AJOBIEWE,
CITY CONTROLLER

Appendix A

Revenues Summary

Account Number	Fund Name	Original Budget FY 2012-2013	Adjusted Budget FY 2012-2013	Actual June 2013	Actual Year-To-Date 06/30/2013	Percentage Collection
General Fund						
1001	General Fund	$ 42,618,237	$ 47,369,191	$ 6,227,660	$ 48,381,138	102%
1003	Hazardous Materials Fund	176,340	177,340	5,000	9,959	6%
	Subtotal	42,794,577	47,546,531	6,232,660	48,391,097	102%
Special Revenue Funds						
2100	Retirement Fund	13,663,627	16,542,582	(11,134)	20,548,324	124%
2502	Street Lighting City Wide	4,229,446	4,351,867	-	4,286,326	98%
2820	Local Housing Authority	10,922,755	10,926,448	860,015	10,787,924	99%
	All others	19,524,660	23,323,340	1,562,877	12,431,268	53%
	Subtotal	48,340,488	55,144,237	2,411,758	48,053,842	87%
Successor Agency Funds						
1201	Successor Agency - Admin Fund	16,021,295	16,223,627	7,796,020	16,599,196	102%
1205	Successor Agency - Low Cost Housing	-	-	1,000	10,080	N/A
3002	Successor Agency - Tax Alloc. Bond	7,795,640	7,795,640	-	3,919,700	50%
3070	Successor Agency -2010A Bond	19,415,000	19,415,000	-	540,370	3%
3080	Successor Agency - 2010B Bond	20,447,071	20,550,646	-	356	0%
3090	Successor Agency - 2010C Bond	5,301,151	5,301,151	-	91	0%
	Subtotal	68,980,157	69,286,064	7,797,020	21,069,793	30%
Debt Service Funds						
3030	Revenue Bonds 2008	3,690,325	4,241,682	260,000	260,409	6%
9203	Revenue Bonds 1987	100,275	100,275	-	100,795	101%
	Subtotal	3,790,600	4,341,957	260,000	361,204	8%
Enterprise Funds						
5000	Water Fund	15,270,500	16,967,244	1,357,880	15,586,630	92%
5001	Richland Farms	48,000	48,000	607	43,474	91%
5003	Water Bond Fund 2009	15,895,996	18,268,151	287,089	3,433,272	19%
5100	Rubbish Fund	11,327,246	12,598,654	832,931	9,757,864	77%
5116	Sewer Fund	930,606	930,606	13,793	942,757	101%
5117	Sewer Bond Series 2009	12,829,108	12,829,108	168,388	1,895,043	15%
5200	Golf Course	83,200	86,700	8,143	78,541	91%
5300	Recreation Programs	24,000	25,446	134	134	1%
	Subtotal	56,408,656	61,753,909	2,668,965	31,737,715	51%
Internal Service Funds						
6000	Equipment Rental	2,246,453	2,330,228	170,256	2,196,285	94%
6200	Central Duplicating	652,094	759,347	27,200	241,555	32%
6300	Worker's Compensation	2,095,982	2,096,899	161,916	2,012,272	96%
6400	Liablility Insurance Fund	1,387,890	1,851,991	-	1,096,101	59%
	Subtotal	6,382,419	7,038,465	359,372	5,546,213	79%
	Grand Total	$ 226,696,897	$ 245,111,163	$ 19,729,775	$ 155,159,864	63%

Appendix B

General Fund Revenues

Code	General Fund	Original Budget FY 2012-2013	Adjusted Budget FY 2012-2013	Actual June 2013	Actual Year-To-Date 06/30/2013	Percentage Collection
	Property Taxes					
3010	Property Taxes Current	$ 3,406,302	3,406,302	$ 115,645	$ 3,278,239	96%
3020	Property Taxes Unsecured	68,200	68,200	-	-	0%
3030	Prior Year-Secured	-	-	19,891	49,594	N/A
3040	Prior Year-Unsecured	3,496	3,496	24	24	1%
3060	Aircraft	39,470	39,470	27,385	30,107	76%
	Subtotal	**3,517,468**	**3,517,468**	**162,945**	**3,357,964**	95%
	Sales and Use Taxes					
3110	Sales and Use Taxes	6,556,000	6,656,000	1,668,255	7,689,427	116%
3111	Sales and Use Taxes -PSAF	208,200	208,200	73,899	254,778	122%
	Subtotal	**6,764,200**	**6,864,200**	**1,742,154**	**7,944,205**	116%
	Franchise and Utility Users Taxes					
3121	Gas Franchise	257,927	257,927	48,305	229,378	89%
3122	Electric Franchise	298,021	298,021	-	300,567	101%
3124	Other Water Franchise	5,400	5,400	-	-	0%
3125	Rubbish Franchise	800,000	1,100,000	169,533	904,064	82%
3126	Other Franchise	63,740	63,740	13,830	254,160	399%
3127	Towing Franchise	15,065	15,065	2,548	14,529	96%
3140	Transient Occupancy	150,810	150,810	14,853	100,145	66%
3150	Property Transfer Fee	160,078	160,078	21,302	191,137	119%
3160	Telephone Users	1,505,000	1,555,000	371,821	1,700,066	109%
3161	Gas Users	1,350,600	1,350,600	230,445	1,464,555	108%
3162	Electric Users	4,610,400	4,610,400	776,339	5,009,872	109%
3163	City Water Users	1,189,964	1,189,964	126,389	1,458,693	123%
3164	Other Water Users	450,600	450,600	100,036	575,565	128%
3165	Cellular Phone Users	2,980,700	2,980,700	435,281	3,017,258	101%
	Subtotal	**13,838,305**	**14,188,305**	**2,310,682**	**15,219,989**	107%
	License and Permits					
3210	Building Permits	420,500	509,500	32,156	438,856	86%
3220	Plumbing Permits	76,500	76,500	5,317	67,556	88%
3230	Electrical Permits	71,521	71,521	7,344	91,398	128%
3240	Other Contruction Permits	32,283	32,283	8,366	114,912	356%
3242	Economic Enterprise Zone	40,000	40,000	2,025	63,805	160%
3243	Tobacco Permit	58,543	58,543	9,500	56,500	97%
3245	Business License	1,651,252	1,651,252	186,619	1,836,594	111%
3246	Business License Rental	85,512	85,512	12,903	104,809	123%
3248	Revenue License Fee-Casino	240,000	240,000	279,810	838,383	349%
3250	Certificate of Occupancy	35,000	35,000	2,985	43,901	125%
3264	Burglar Alarm Permit	7,100	7,100	630	8,245	116%
3265	Fire Permit Fee	45,000	45,000	3,310	56,704	126%
3266	Tank Removal Over/Haul	21,900	21,900	6,472	30,925	141%
3275	Conditional Use Variance	15,000	15,000	1,525	16,050	107%
3280	Miscellaneous Licenses	72,110	72,110	6,195	77,536	108%
	Subtotal	**2,872,221**	**2,961,221**	**565,157**	**3,846,174**	130%

#3.

	General Fund	Original Budget FY 2012-2013	Adjusted Budget FY 2012-2013	Actual June 2013	Actual Year-To-Date 06/30/2013	Percentage Collection
	Fines, Forfeitures and Permits					
3315	Parking Citations	$ 1,253,000	$ 1,253,000	$ 88,899	$ 1,211,210	97%
3320	Other Court Fees	348,500	348,500	47,077	273,464	78%
3321	Vehicle Impound	54,600	54,600	3,800	31,015	57%
3332	False Alarm Program	20	20	-	-	N/A
3340	Forfeitures and Penalties	45	45	-	-	0%
3350	Census Grant Revenue	-	-	-	-	N/A
	Subtotal	**1,656,165**	**1,656,165**	**139,776**	**1,515,689**	92%
	Use of Money and Property					
3410	Interest Income	11,500	11,500	568	10,615	92%
3420	Rents & Concessions	130,227	130,227	7,244	70,220	54%
3421	Rents and Concessions Comm	100	100	-	672	672%
3425	Rents & Concessions-Bullis Rd	15,000	15,000	4,415	26,801	179%
3428	Rents & Concessions-Bullis Rd	-	-	-	500	
	Subtotal	**156,827**	**156,827**	**12,227**	**108,808**	69%
	Revenues from Other Agencies					
3511	Motor Vehicle License	8,016,250	8,016,250	-	7,991,470	100%
3521	State Homeowners Prior Year	21,360	21,360	3,626	24,210	113%
3570	Court Subpeona Reimbursements	1,740	1,740	225	1,710	98%
	Subtotal	**8,039,350**	**8,039,350**	**3,851**	**8,017,390**	100%
	Charges From Current Services					
3602	Current Services Provided-Water	3,423,968	3,423,968	285,331	3,423,968	100%
3603	Current Services Provided-Others	325,800	325,800	478,140	494,034	152%
3610	Environmental Review	12,500	12,500	600	25,565	205%
3612	Subdivision Fees	1,500	1,500	-	3,700	247%
3615	Sale of Maps and Publications	150	150	-	175	117%
3616	Banner Processing Fees	1,000	1,000	25	(25)	-3%
3617	Other Filing & Certificates	1,200	1,200	739	47,978	3998%
3618	City Provided Medical	910,500	1,210,500	104,327	1,144,124	95%
3622	Special Police Department	-	-	-	23	N/A
3623	Special Fire Department	4,100	4,100	415	6,962	170%
3630	EMS Subscriptions	50	50	-	-	0%
3633	Quimby Act Fees	21,000	21,000	-	-	0%
3640	Plan Checking Fees	341,359	341,359	59,049	541,279	159%
3641	Administration Fee-Payroll	2,700	2,700	36	400	15%
3662	Nuisance Abatement	500	500	-	-	0%
3665	Weed & Lot Abatement	325	325	-	98	30%
3666	Substandard Abatement	108,000	108,000	13,044	105,563	98%
3684	Advertisement Charges	210,000	300,000	16,000	286,381	95%
3700	Swim & Slide Pool Collections	22,100	22,100	50	6,530	30%
3712	Cleaning Deposit	500	500	-	-	0%
3721	P&R Room Rentals	2,200	2,200	426	2,362	107%
3842	Other Penalties-Returned Check	200	200	20	215	108%
3848	Miscellaneous - Water	-	-	-	50	N/A
3870	Collection Fees	-	-	-	25	N/A
3881	Reproduction Charge	6,248	6,248	928	10,871	174%
3884	Administration Fee	-	-	-	-	N/A
3890	Misc Charges for Current Services	26,020	26,020	2,708	25,923	100%
	Subtotal	**5,421,920**	**5,811,920**	**961,838**	**6,126,201**	105%

	General Fund	Original Budget FY 2012-2013	Adjusted Budget FY 2012-2013	Actual June 2013	Actual Year-To-Date 06/30/2013	Percentage Collection
	Others					
3910	Sale of Real or Personal Prop	$ -	$ 500,000	$ 306,000	$ 556,000	111%
3920	Contribution From Other Funds(Crossing Guard)	114,221	114,221	-	114,222	100%
3959	Overage / Shortage	20	20	-	(47)	-235%
3565	Other Federal Grant - Fire Department	-	-	-	-	
3571	Legal Recovery	-	-	4,816	42,976	N/A
3980	Miscellaneous Revenue	105,690	1,425,018	18,214	1,530,983	107%
3982	Public Works Misc Revenue	131,850	131,850	-	584	0%
3989	Continued Appropriation - Prior Year Open P.Os	-	2,002,626	-	-	0%
	Subtotal	351,781	4,173,735	329,030	2,244,718	638%
	TOTAL GENERAL FUND	**$ 42,618,237**	**$ 47,369,191**	**$ 6,227,660**	**$ 48,381,138**	102%

#3.

Appendix C

Enterprise Fund Revenues

Enterprise Fund	Original Budget FY 2012-2013	Adjusted Budget FY 2012-2013	Actual June 2013	Actual Year-To-Date 06/30/2013	Percentage Collection
Water					
3801 Residential Revenue	$ 10,000,000	$ 10,000,000	$ 1,026,770	$ 11,768,884	118%
3802 Commercial Revenue	2,200,000	2,200,000	159,361	1,939,208	88%
3803 Industrial Revenue	1,005,000	1,005,000	49,933	717,526	71%
3805 City Dept to be Billed	340,000	340,000	29,085	330,601	97%
3806 Other Government Agencies	690,000	690,000	59,278	566,861	82%
3807 Private Fire Protection	75,000	75,000	6,126	68,968	92%
3821 Residential Connections	-	-	-	-	N/A
3822 Commercial Connections	-	-	-	-	N/A
3828 Other Emergency Connections	1,500	1,500	-	-	0%
3833 Contrib for Install of Service	5,000	5,000	-	-	0%
3841 Turn on Charges	100,000	100,000	20,074	117,477	117%
3842 Other Penalties-Returned Check	-	-	-	35	N/A
3843 Resetting Meters	20,000	20,000	1,900	15,470	77%
3848 Miscellaneous Water Revenue	15,000	15,000	850	3,310	22%
3870 Collection Fess	740,000	740,000	-	-	0%
3890 Misc. Charges For Current Services	20,000	20,000	3,684	39,700	199%
3892 Scrap Metal Sale	-	-	-	-	N/A
3980 Miscellaneous Revenue	59,000	59,000	819	18,590	32%
3989 Continued Appropriation - Prior Year P.Os	-	1,696,744	-	-	0%
Subtotal	15,270,500	16,967,244	1,357,880	15,586,630	92%
Richland Farms					
3130 Richland Farm Spec Assessment	48,000	48,000	607	43,474	91%
Subtotal	48,000	48,000	607	43,474	91%
Water Bond Fund 2009					
3410 Interset Income	-	-	-	304	N/A
3808 Water Capital Project Revenue	2,763,450	2,763,450	287,089	3,432,968	124%
3970 Revenue From Prior Years	13,132,546	13,132,546	-	-	0%
3989 Continued Appropriation - Prior Year's P.Os	-	2,372,155	-	-	0%
Subtotal	15,895,996	18,268,151	287,089	3,433,272	19%
Rubbish Fund					
3410 Interest Income	-	-	-	1	N/A
3670 Refuse Collection Charges	10,903,911	10,903,911	757,534	9,052,707	83%
3722 Residential Bin Service	100,000	100,000	2,135	52,582	53%
3884 Administration Fees	222,769	222,769	44,399	264,772	119%
3941 Principal & Interest - Hub City Contribution	50,000	50,000	21,880	163,495	327%
3980 Miscellaneous Rev	50,566	50,566	6,983	224,307	444%
3989 Continued Appropriation - Prio Year's P.Os	-	1,271,408	-	-	0%
Subtotal	11,327,246	12,598,654	832,931	9,757,864	77%

Enterprise Fund	Original Budget FY 2012-2013	Adjusted Budget FY 2012-2013	Actual June 2013	Actual Year-To-Date 06/30/2013	Percentage Collection
Sewer					
3410 Interest Income	$ 300	$ 300	$ 5	$ 316	105%
3761 Assessments	930,306	930,306	13,788	942,441	101%
3989 Continued Appropriation - Prior Year P.Os	-	-	-	-	N/A
Subtotal	930,606	930,606	13,793	942,757	101%
Sewer Bond Series 2009					
3410 Interest Income	1,600	1,600	-	224	14%
3809 Sewer Capital	1,862,203	1,862,203	168,388	1,894,819	102%
3970 Revenue From Prior Year	10,965,305	10,965,305	-	-	0%
3989 Continued Appropriation - Prior Year P.Os	-	-	-	-	N/A
Subtotal	12,829,108	12,829,108	168,388	1,895,043	15%
Golf Course					
3710 Golf Fees	83,200	86,700	8,143	78,541	91%
Subtotal	83,200	86,700	8,143	78,541	91%
Recreation Programs					
3740 Recreation Program Charges	24,000	24,000	134	134	1%
3989 Continued Appropriation - Prior Year P.Os	-	1,446	-	-	0%
Subtotal	24,000	25,446	134	134	1%
Grand Total	**$ 56,408,656**	**$ 61,753,909**	**$ 2,668,965**	**$ 31,737,715**	51%

#3.

Appendix D

Expenditures Summary

Account Number	Fund Name	Original Budget FY 2012-2013	Adjusted Budget FY 2012-2013	Actual June 2013	Actual Year-To-Date 06/30/2013	Percentage Spent
General Fund						
1001	General Fund	$ 51,728,597	$ 51,242,902	$ 5,927,778	$ 46,853,117	91%
1003	Hazardous Materials Fund	176,340	177,340	8,555	109,519	62%
	Subtotal	51,904,937	51,420,242	5,936,333	46,962,636	91%
Special Revenue Funds						
2100	Retirement Fund	13,663,627	16,542,582	1,251,021	14,998,739	91%
2502	Street Lighting City Wide	4,229,446	4,351,867	853,126	3,782,155	87%
2820	Local Housing Authority	10,922,755	10,926,448	896,058	10,652,784	97%
	All others	19,524,660	21,434,927	1,209,073	9,330,473	44%
	Subtotal	48,340,488	53,255,824	4,209,278	38,764,151	73%
Successor Agency Funds						
1201	Successor Agency - Admin Fund	16,021,295	16,223,627	163,578	9,770,046	60%
1205	Successor Agency - Low Cost Housing	-	-	-	-	N/A
3002	Successor Agency - Tax Alloc. Bond	7,795,640	7,795,640	-	8,718,250	112%
3070	Successor Agency -2010A Bond	19,415,000	19,415,000	-	2,330,021	12%
3080	Successor Agency - 2010B Bond	20,447,071	20,550,646	838,865	8,860,086	43%
3090	Successor Agency - 2010C Bond	5,301,151	5,301,151	1,000,000	2,848,087	54%
	Subtotal	68,980,157	69,286,064	2,002,443	32,526,490	47%
Debt Service Funds						
3030	Revenue Bonds 2008	3,690,325	4,241,682	36,796	4,867,597	115%
9203	Revenue Bonds 1987	100,275	100,275	3,050	70,150	70%
	Subtotal	3,790,600	4,341,957	39,846	4,937,747	114%
Enterprise Funds						
5000	Water Fund	15,270,500	16,967,244	2,462,559	11,103,468	65%
5001	Richland Farms	48,000	48,000	-	497	1%
5003	Water Bond Fund 2009	15,895,996	18,268,151	238,064	7,679,141	42%
5100	Rubbish Fund	11,327,246	12,598,654	1,713,752	10,483,178	83%
5116	Sewer Fund	930,606	930,606	100,331	822,939	88%
5117	Sewer Bond Series 2009	12,829,108	12,829,108	13,689	1,176,045	9%
5200	Golf Course	83,200	86,700	3,500	37,300	43%
5300	Recreation Programs	24,000	25,446	-	-	0%
	Subtotal	56,408,656	61,753,909	4,531,895	31,302,568	51%
Internal Service Funds						
6000	Equipment Rental	2,246,453	2,330,228	262,862	1,829,444	79%
6200	Central Duplicating	652,094	759,347	79,190	450,871	59%
6300	Worker's Compensation	2,095,982	2,096,899	227,082	2,063,718	98%
6400	Liablility Insurance Fund	1,387,890	1,851,991	77,299	1,745,894	94%
	Subtotal	6,382,419	7,038,465	646,433	6,089,927	87%
	Grand Total	**$ 235,807,257**	**$ 247,096,461**	**$ 17,366,228**	**$ 160,583,519**	**65%**

Appendix E

Costs by Department - General Fund Only
As of June 30, 2013

Department Name	Dept No	Original Budget FY 2012-2013	Adjusted Budget FY 2012-2013	Actual Year-To-Date 06/30/2013	Percentage Spent
City Council/ Mayor	40	$ 857,024	$ 849,524	$ 543,122	64%
City Attorney	42	1,384,374	1,355,904	1,103,639	81%
City Treasurer	44	495,531	506,524	437,514	86%
City Clerk	47	568,385	591,966	474,503	80%
Elections	48	514,000	514,000	288,260	56%
City Manager	51	2,948,706	3,286,417	2,885,564	88%
Personnel Dept	56	595,800	616,144	347,356	56%
General Services	60	2,900,145	2,944,812	2,782,556	94%
Non-Departmental	61	3,355,861	1,530,026	1,640,265	107%
City Controller	65	1,616,708	1,757,005	998,409	57%
Municipal Law	67	3,390,571	3,438,363	2,949,456	86%
Los Angeles County Sheriff	68	17,501,286	18,054,419	17,605,583	98%
Fire	69	10,485,588	10,671,160	11,149,658	104%
Public Works- Engineering	71	228,350	243,321	194,159	80%
Public Works - Street Maintenance	72	817,500	589,809	288,312	49%
Building & Safety Dept	77	996,181	1,086,320	956,524	88%
Planning & Economic Dev.	78	645,554	656,002	502,272	77%
Local Housing Authority	79	-	-	-	-
Careerlink	81	30,939	31,055	18,022	58%
Parks & Recreation	84	2,396,094	2,520,131	1,687,944	67%
Water Dept	85-90	-	-	-	-
Successor Agency	91	-	-	-	-
Total		$ 51,728,597	$ 51,242,902	$ 46,853,117	91%

#3.

Appendix F

Costs by Department - All Funds As of June 30, 2013					
Department Name	Dept No	Original Budget FY 2012-2013	Adjusted Budget FY 2012-2013	Actual Year-To-Date 06/30/2013	Percentage Spent
City Council/ Mayor	40	$ 1,243,190	$ 1,235,690	$ 832,104	67%
City Attorney	42	5,358,718	5,798,222	5,313,024	92%
City Treasurer	44	702,835	713,828	566,699	79%
City Clerk	47	716,357	739,938	582,324	79%
Elections	48	514,000	514,000	288,260	56%
City Manager	51	5,693,998	6,171,202	4,213,614	68%
Personnel Dept	56	1,057,139	1,249,461	552,005	44%
General Services	60	3,458,241	3,502,910	3,173,692	91%
Non-Departmental	61	7,364,151	8,414,314	10,937,302	130% ***
City Controller	65	2,206,933	2,347,230	1,408,444	60%
Municipal Law	67	4,263,032	4,401,108	3,878,135	88%
Los Angeles County Sheriff	68	17,978,433	18,746,499	18,123,587	97%
Fire	69	16,330,095	17,211,155	15,951,273	93%
Public Works- Engineering	71	18,513,465	20,935,641	4,216,695	20%
Public Works - Street Maintenance	72	11,275,406	11,460,144	7,291,949	64%
Building & Safety Dept	77	1,294,880	1,385,020	1,201,170	87%
Planning & Economic Dev.	78	4,563,075	5,231,757	1,711,399	33%
Local Housing Authority	79	10,922,755	10,926,448	10,652,784	97%
Careerlink	81	678,435	740,928	520,449	70%
Parks & Recreation	84	3,858,492	4,239,747	2,954,749	70%
Water Dept	85-90	43,141,428	48,497,153	29,734,136	61%
Successor Agency	91	74,672,199	75,052,125	36,479,725	49%
Total		$ 235,807,257	$ 247,096,461	$ 160,583,519	65%

*** See page 4 for explanation of the high expenditure percentage.

Appendix G

Summary of Fund Balances - Major Funds Period Ended June 30, 2013			
	Fund Name	Unaudited Balance 6/30/2012	Unaudited Balance 6/30/2013
General Fund			
1001	General Fund	$ (44,402,374)	$ (42,874,353)
1003	Hazardous Materials Fund	(132,428)	(231,988)
	Subtotal	(44,534,802)	(43,106,341)
Special Revenue Funds			
2100	Retirement Fund	11,119,739	16,669,324
2502	Street Lighting City Wide	(1,730,730)	(1,226,559)
2820	Local Housing Authority	(563,101)	(427,961)
	All others	7,580,867	10,681,662
	Subtotal	16,406,775	25,696,466
Successor Agency Funds			
1201	Successor Agency - Administrative Fee Fund	32,953,118	39,782,268
1205	Successor Agency - Low Cost Housing	15,121,299	15,131,379
3002	Successor Agency - Tax Allocation Bond	14,805,700	10,007,150
3070	Successor Agency - Bonds Series 2010A	12,204,403	10,414,752
3080	Successor Agency - Bonds Series 2010B	17,981,400	9,121,670
3090	Successor Agency -Bond Series 2010C	3,218,751	370,755
	Subtotal	96,284,671	84,827,974
Debt Service Funds			
3030	Revenue Bonds 2008	27,028,686	22,421,498
9203	Revenue Bonds 1987	23,760	54,405
	Subtotal	27,052,446	22,475,903
Enterprise Funds			
5000	Water - Main Fund	7,008,431	11,491,593
5001	Water - Richland Farms	109,135	152,112
5003	Water - 2009 Bond Fund	(7,612,751)	(11,858,620)
5010	Water - Self Ins. Trust	90	90
5100	Rubbish Fund	205,199	(520,115)
5116	Sewer Fund	1,673,913	1,793,731
5117	Sewer Bond Series 2009	447,365	1,166,363
5118	Sewer Administration Fund	(490,289)	(490,289)
5200	Golf Course	44,486	85,727
5300	Recreation Programs	55,374	55,508
	Subtotal	1,440,953	1,876,100
Internal Service Funds			
6000	Equipment Rental	560,116	926,957
6200	Central Duplicating	89,974	(119,342)
6300	Worker's Compensation	(1,412,149)	(1,463,595)
6400	Liablility Insurance Fund	121,895	(527,897)
	Subtotal	(640,164)	(1,183,877)

#3.

Appendix H

Budget Comparison FY 2012-2013 Revenues For The Period Ended June 30, 2013				
	Original Budget FY 2012-2013	Adjusted Budget FY 2012-2013	Actual Year-To-Date Revenues	Percentage of Collection
General Fund	$ 42,794,577	$ 47,546,531	$ 48,391,097	102%
Special Revenue Funds	48,340,488	55,144,237	48,053,842	87%
Successor Agency Funds	68,980,157	69,286,064	21,069,793	30%
Debt Service Funds	3,790,600	4,341,957	361,204	8%
Enterprise Funds	56,408,656	61,753,909	31,737,715	51%
Internal Services Funds	6,382,419	7,038,465	5,546,213	79%
	$ 226,696,897	**$ 245,111,163**	**$ 155,159,864**	**63%**

Appendix I

Grants Appropriation Balances Amount of Budget Appropriations Not Spent as of June 30, 2013		
Fund No.	Description	Unspent Appropriation
2625	Air Quality Management/Clean air Act	$ 220,275
2655	CA Beverage Container Recycle Grant	85,301
1525	Cal Fire Grant	100,000
1526	Compton Creek Bike Trail III	500,000
1518	DOT Community Improvement Project Grant	1,797,589
1061	JAG Grant - 2007	273,416
1064	JAG Grant - 2012	115,619
1521	Local Street and Roads Improvement Grant	363,556
1675	Neighborhood Stabilization NSP 3 Grant	1,938,175
1674	Neighborhood Stabilization NSP 1 Grant	7,028
1523	Rosecrans Traffic Signal Upgrade	680,105
2673	SD2 2012 Excess Funds Program	250,000
2785	Summer Employment Program	55,110
2604	TDA Sidewalk/Bikeways Grant	48,059
2662	Used Oil Block Grant	177
2672	Used Oil Payment Program OPP1 Grant	3,756
2778	Annual Maintenance and Service Grant	17,885
2800	Community Development Block Grant	1,066,826
2799	Compton Creek Regional Bike Trail Grant	499,918
2801	Emergency Shelter Grant	85,867
2779	Energy Efficiency/Conservation Grant	171,818
2620	EPA Water Line Rehabilitation Project Grant	430,108
2624	EPA Water Storage Tank Project - 2009	485,000
2608	Gonzales Park Improvement 2001B Grant	36,294
2805	HOME Program Grant	2,441,220
1520	MTA Transportation Improvement Grant	838,117
2000	Proposition A	122,340
1900	Proposition C	1,072,952
2818	Section 108	360,576
2774	Sobriety Check Point	17,411
2773	Tomorrow's Aeronautical Museum	31,028
2674	Tree Planting Grant	150,000
2669	Used Oil Block Grant 13TH Cycle Grant	2,946
	Total Unspent Grants Appropriations	$ 48,265,092

#3.

FIRE

July 10, 2013

TO: G. HAROLD DUFFEY, CITY MANAGER

FROM: JON THOMPSON, FIRE CHIEF

SUBJECT: FIRE DEPARTMENT MONTHLY REPORT FOR JUNE 2013

SUMMARY

The Compton Fire Department hereby submits the June 2013 monthly report regarding general information, revenue, activities and services provided during this period.

STAFFING:

Positions	Total Staffed	Total Authorized	Total Vacant
Battalion Chief	3	3	0
Fire Captain	15	15	0
Fire Engineer	15	15	0
Firefighters	16	19	3
Firefighter/Paramedic	18	18	0
Admin. Personnel	7	7	0
TOTAL	**77**	**77**	**3**

OVERTIME UTILIZATION:

Overtime Budgeted	Overtime Expended YTD	Projected
$600,000.00	1,323,078	1,323,078

Total Hours	Overtime	Sick	Vacation	Training
June 2013	4,934	1,219	2,196	187

FISCAL IMPACT:

The overtime overage was due to six vacant Fire Engineer positions and couple of members out on disability. Those Engineer positions have been and we continue to see a marked decrease in the amount of overtime.

#3.

DEPARTMENT ACTIVITY:

Listed below is the amount of calls for service responded to in June 2013. The total number of calls was nine-hundred and six (906). Multiple units respond to same calls therefore the numbers in the first column is not totaled. This listed time categories are as follows:

1. The Average Call Process Time column is the amount of time taken from the call being received by law enforcement, switched to fire dispatch and fire units toned out to respond. This time is one minute and twenty-three seconds (1:23)
2. The Average Turnout Time column is the time units are toned out in the station to the time they go enroute for the response. This time is two minutes and six seconds (2:06).
3. The Average Response Time column is the time the units go enroute, until the time they arrive on scene of the response. This time is four minutes and sixteen seconds (4:28).
4. The Average Dispatch to Scene column is the time the caller establishes contact, until unit/s arrival on scene of the response. This time is six minutes and eighteen seconds (6:34).

The current national average response time goal is eight minutes (8:00). We are almost two minutes (2:00) below that.

Incidents (906) June 2013	Total Calls	Average Call Process Time	Average Turnout Time	Average Response Time	Average Dispatch to Scene
Engine 41	**242**	**0:01:26**	**0:02:01**	**0:04:50**	**0:06:51**
Engine 42	**297**	**0:01:23**	**0:02:16**	**0:04:10**	**0:06:26**
Engine 43	**209**	**0:01:22**	**0:02:17**	**0:03:35**	**0:05:52**
Engine 44	**187**	**0:01:26**	**0:02:15**	**0:05:15**	**0:07:30**
Truck 411	**99**	**0:01:21**	**0:02:03**	**0:04:49**	**0:06:52**
Paramedic 441	**273**	**0:01:22**	**0:01:58**	**0:04:51**	**0:06:49**
Paramedic 442	**294**	**0:01:24**	**0:02:01**	**0:04:17**	**0:06:18**
Paramedic 443	**274**	**0:01:18**	**0:01:58**	**0:03:59**	**0:05:57**
AVERAGE ALL	**N/A**	**0:01:23**	**0:02:06**	**0:04:28**	**0:06:34**

Fire Department Monthly Report for June 2013
July 10, 2013
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FIRE PERVENTION INSPECTIONS:

The figures listed below represent inspections completed by both engine companies and our Fire Protection Specialists. Our engine companies focus on our smaller businesses and residential facilities, while our Fire Protection Specialist focuses on all other businesses.

Engine Company Inspections	Shift A	Shift B	Shift C		Total
June 2013	63	42	38		**143**
Fire Prev. Bureau Inspections	**Annual**	**Re-Inspections**	**CO**	**Other**	
June 2013	16	12	5	45	**78**

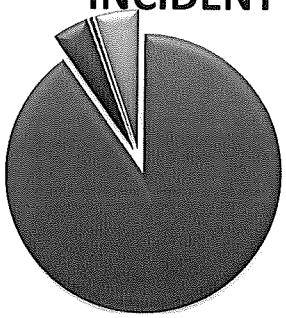
INCIDENT BY TYPE:

Incidents	June 2013
Civil Problem/Any Domestic Violence Event	0
Fall Victim	43
Rubbish Fires	6
Vehicle Fires	10
Residential Fires	8
Commercial Fires	2
Structure Fires	11
Vegetation Fires	2
Hazardous Spills	1
Gas Odors	6
Power Lines Down	4
Smoke	2
Medical Aid	699
Traffic Collisions	49
Water Flow Alarms	9
Unclassified	5
Investigations	9
Public Assist	11
Hydrant Sheared off/Water line break outside	4
Special Assignment	5
False Alarms	20
Total Number of Incidents	**906**

#3.

Fire Department Monthly Report for June 2013
July 10, 2013
Page Three

INCIDENT REPORT - JUNE



- Medical Response - 76%
- Fire Response - 3.7%
- Gas Odors - 0.3%
- Power Lines Down - 0.3%
- Traffic Collisions - 5.4%
- Water Flow Alarms - 4.2%
- Investigations - 1.3%
- Public Assist - 1.%
- Hydrant Sheared 0.8%

REVENUE STATUS:

Description and Account Number	Revenue	Fiscal Year 12/13 Revenue To Date	Percentage of Revenue Received
Permits 1001-3265	3,395.	56,789.	126%
Tank Removal 1001-3266	4,375.	28,827.	132%
City Provided Medical 1001-3618	104,327.	1,240,726.	102%
Special Fire Dept. 1001-3623	415.	6,962.	170%
Hazmat Fee 1003-3672		9,959.	6%
Plan Check 1001-3640	59,049.	541,219.	159%
TOTAL	3,395.	**1,884,482.**	**116%**

EMERGENCY PREPAREDNESS ACTIVITIES:

6/8, 6/15 & 6/22 – Compton Community Emergency Response Team (CERT) Training

6/11 – P.A.C. R.E.D. Community EM prep monthly training & meeting

6/12 – P.A.C. R.E.D. Community EM prep planning meeting

RECOMMENDATIONS:

It is recommended to receive and file the June 2013 Monthly Report regarding the activities, revenues, and other general information from the Compton Fire Department.

JON THOMPSON
FIRE CHIEF

#3.

GENERAL SERVICES

HUMAN RESOURCES

#3.

LOCAL HOUSING AUTHORITY

COMPTON LOCAL HOUSING AUTHORITY
MONTHLY REPORT

August 19, 2013

TO: Mayor and City Council
G. Harold Duffey, City Manager

FROM: Delmonsha Green
Interim Housing Director

SUBJECT: MONTHLY MANAGEMENT REPORT (JULY 2013)

The Compton Housing Voucher Program is a federal government's program for assisting very low-income families, the elderly, and the disabled to afford decent, safe, and sanitary housing in the private market.

STAFF

HOUSING POSITIONS	BUDGETED	STAFFED	HOURS WORKED	
Housing Director	1	1	190	
Family Self-Sufficiency Coord.	1	1	Sick Leave	
Accounting Technician	1	1	180	
Housing Specialists	3	2 (1 Temp)	460	
Housing Inspector	2	1	190	
			1020/1140	90% Hours worked

BUDGET 2013/2014

Monthly Activity	Amount
Total Budget for Fiscal Year 2013/2014	$ 10,149,829
HAP Expenditure for July	$ 861,507
Percentage-of-Usage	9%

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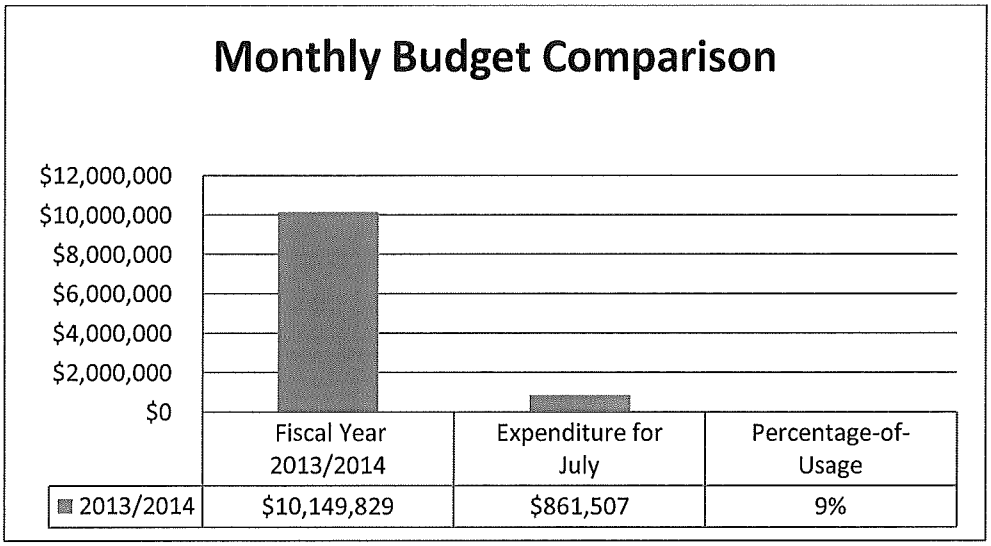
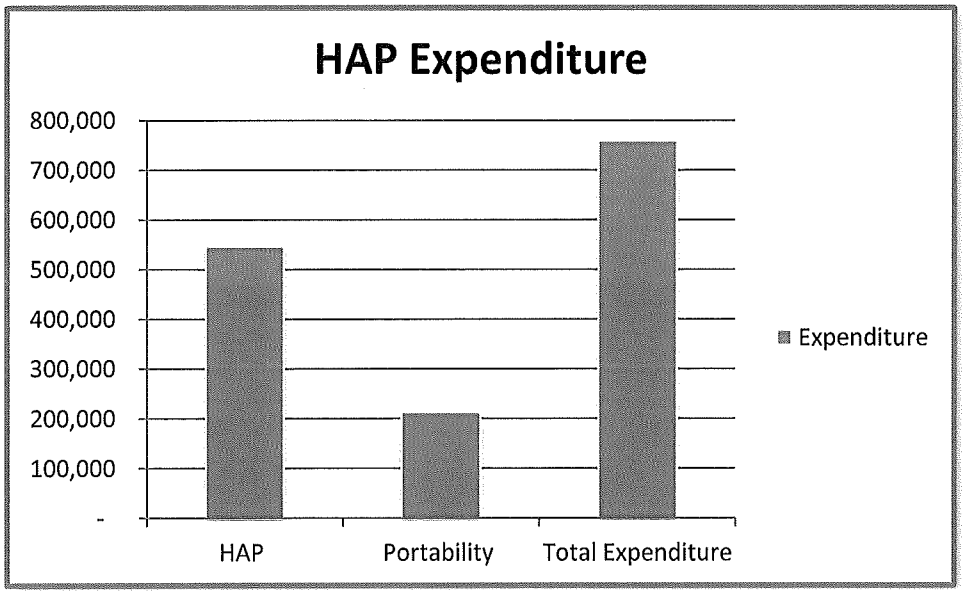
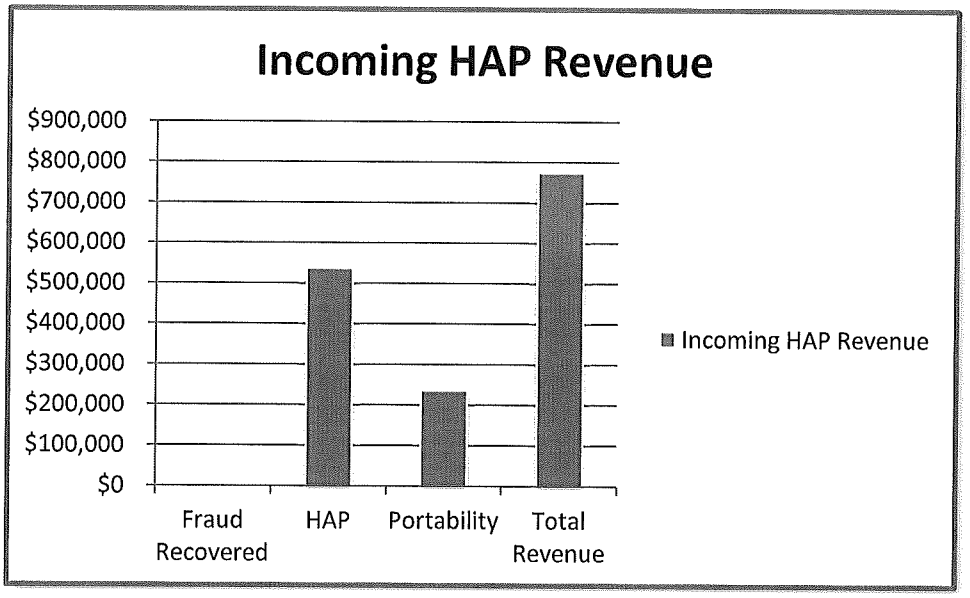


Funding paid out for units leased and portability units leased. Fraud Payments is amount received from tenants who did not report accurate income received.

Monthly Activity	Tenants	HAP Expenditure	Revenue
Housing Assistance Fraud Payments			$ 1,609
Housing Assistance Payments (In-house Units leased)	666	$ 546,111	$ 536,744
Housing Assistance Payments (Portability Units leased)	242	$ 212,329	$ 235,732
Total		**$ 758,440**	**$ 774,085**





WAITING LIST

There are approximately 1,745 applicants on the Waiting List. Due to *budget sequestration, the Housing Authority is unable to housing an applicants from the Wait List until further notice from the Housing and Urban Development (HUD).

*budget sequestration – refers to automatic spending cuts in particular categories of federal outlays.

FAMILY SELF-SUFFICIENCY / HOMEOWNERSHIP PROGRAMS

Family self-sufficiency (FSS) is a HUD program that encourages communities to develop local strategies to help voucher families obtain employment that will lead to economic independence and self-sufficiency. Public housing agencies (PHAs) work with welfare agencies, schools, businesses, and other local partners to develop a comprehensive program that gives participating FSS family members the skills and experience to enable them to obtain employment that pays a living wage. A separate program, the public housing FSS program, is available for public housing residents.

Monthly Activity	Participants	Escrow Amount
Family Self-Sufficiency Participants	19	$10,816
Family Self-Sufficiency Participants – Escrow Accounts Forfeiture	0	0
Family Self-Sufficiency Participants with Escrow Account	4	$1,922

#3.

OCCUPANCY UNIT

The Housing Authority services approximately 1,000 families who receive housing subsidy assistance through HUD. On a yearly basis, each of those families must provide documentation to show their eligibility to remain on the Program. The number of families serviced by the Housing Authority each month does not vary by a high percentage; therefore, a monthly comparison ratio would be less than 0.5%.

Monthly Activity	June	July
Annual Reexaminations	52	50
Annual Reexaminations (Pending)	0	0
Interim Reexaminations	17	31
Move-Outs	5	4
Vouchers Issued	8	4
Contract Terminations	12	6
End Participations	15	3
Office Conference	2	2
Home Visits	2	0

PORTABILITY PROGRAM

Monthly Activity	June	July
Annual Reexaminations	20	20
Annual Reexaminations (Pending)	0	0
Interim Reexaminations	0	32
Move-Outs	2	0
Move-Ins	1	0
Vouchers Issued	16	0
Contract Terminations	0	0
End Participations	0	0
Office Conference	0	3

INSPECTION UNIT

The Housing Authority is responsible for inspecting all property that is due for an annual inspection.

Monthly Activity	June	July
Annual Inspections	51	75
Complaint Inspections	4	2
Special Inspections	1	0
Initial Inspections	10	10
Re-Inspections	14	14
Pre-Abatements	6	1
Quality Control	14	13

HOMELESS REFERRAL

The Local Housing Authority is working with Los Angeles Homeless Services Authority (LAHSA) and Pathways to provide services to the City's homeless population

Monthly Activity	Number
Number referred to LAHSA	0

SUMMARY

The Compton Housing Authority has serviced over 30,000 individuals with the basic need of housing. The current staff is a small group of hard working individuals who are truly dedicated to the field. The Housing Authority prides itself on providing excellent service due to the limitation of staff and funding.

#3.

MUNICIPAL LAW ENFORCEMENT SERVICES

INTRADEPARTMENTAL CORRESPONDENCE

JULY 09, 2013

TO: CHIEF JON THOMPSON, INTERIM DIRECTOR
MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT

FROM: SUPERVISORY PERSONNEL
MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT

SUBJECT: MONTHLY REPORT FOR JUNE 2013
MUNICIPAL LAW ENFORCEMENT SERVICES

SUMMARY

The Municipal Law Enforcement Services Department hereby submits the May 2013 monthly report regarding general information, revenue, activities and services provided during this period.

The Municipal Law Enforcement Services Department is comprised of the Parking Enforcement Division, Security Services Division, Business License Division, Code Enforcement Division, and Administrative Services Division.

The **Administration Division** is responsible for the departments planning, organization and the implementation of policies and projects. To ensure that professional services are provided to the Compton community through creative community-oriented projects and effective enforcement techniques and to achieve the goals and objectives established by the Mayor and City Council, and the City Manager.

The **Administrative Division** maintains effective clerical support, enhancing and improving customer services, while maintaining a functional financial system, records and centralized computer applications that assist with the departments overall effectiveness.

The **Parking Enforcement Division** is responsible for the enforcement of city, county and state parking regulations, including but not limited to street sweeping, permit parking, commercial truck parking, and handicap violations.

The **Security Services Division** is the first line security for city employees, visitors and patrons of all city facilities including the public parks. They also assist with the safety of patrons of the local shopping centers.

The **Business License Division** is responsible for ensuring compliance with the business license regulations for all new businesses, existing and renewing businesses, the permit parking application process and with property rental license.

The **Code Enforcement Division** investigates violations of the Compton Municipal Code and causes the corrections through education, behavioral modification and fines, while assisting the community with the elimination of slum and blighted conditions.

PERSONNEL SUMMARY

Positions	Total Staffed	Total Authorized	Total Vacant
Director	01	01	0
Supervisor	04	04	0
Parking Enforcement	05	05	0
Security Officer	08	08	0
Code Enforcement	08	08	0
Administrative Personnel	03	05	2
TOTAL	**29**	**31**	**2**

One (01) Parking Enforcement on Light Duty, current office assignment
One (01) Administrative Personnel re-assigned to CFD
One (01) Administrative Personnel on medical leave
One (01) Security Officer on medical leave

PERSONNEL MANAGEMENT

Overtime Budgeted	Overtime Expended YTD	Percentage Remaining
$60,000.00	$20,463.71	66%

For this reporting period, a total of four thousand three hundred and seventy-six (4376) total regular man hours were available to work. Total regular man hours worked was three thousand four hundred and ninety-six and one half (3496.5).

	Vacation	Sick	CTO	B/D	F/H	Furlough	Bereavement	Personal Leave	Military Leave	Jury Duty
Reporting Period	218	270.5	10	20	101	236	0	0	24	0
Year To Date	1200	1418.5	94	74	361	1724	48	26	64	10

MUNICIPAL LAW ENFORCEMENT SERVICES
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JULY 09, 2013
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DEPARTMENT ACTIVITY

Calls for Services

This Reporting Period	Monthly Average	% Change	Year To Date
56	**83**	**-33%**	**502**

Open Cases

30 days	60 Days	90+ Days
66	**70**	**74**

Parking Citations Issued

This Reporting Period	Monthly Average	% Change	Year To Date
1190	**1533**	**-23%**	**9200**

Monthly Revenue	YTD
$88,120.00	**$606,504.00**

Business License Activities

License Inspections

This Reporting Period	Monthly Average	% Change	Year To Date
43	**95**	**-55%**	**570**

License Issued

This Reporting Period	Monthly Average	% Change	Year To Date
270	**236**	**13%**	**1414**

Monthly Revenue	Year To Date
$186,928.31	**$889,366.42**

MUNICIPAL LAW ENFORCEMENT SERVICES
MONTHLY REPORT JUNE 2013
JULY 09, 2013
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Property Rental

This Reporting Period	Monthly Average	% Change	Year To Date
111	**85**	**24%**	**508**
Monthly Revenue	Year To Date		
$12,902.50	**$50,432.30**		

Tobacco Permits

This Reporting Period	Monthly Average	% Change	Year To Date
19	**10**	**48%**	**60**
Monthly Revenue	Year To Date		
$9,500.00	**$30,000.00**		

Code Enforcement Activities

Inspections

This Reporting Period	Monthly Average	% Change	Year To Date
635	**651**	**-1%**	**3906**

Vendor Abatement

This Reporting Period	Monthly Average	% Change	Year To Date
131	**99**	**25%**	**593**

REPORT BACK LOG

- **Richland Farms Parking** – Report back on the proposed ordinance change to the preferred parking ordinance in the Richland Farms Area. -- *A meeting was convened with the Council Person, the City Attorney, the City Manager, the Assistant City Manager, Municipal Law Enforcement Services and several residences. City Attorney is reviewing proposed changes. Continued enforcement of Preferred Parking Regulations, 67 citations has been issued this reporting period. Additionally, MLES partnered with LA County Animal Control and the LASPCA, to conduct detailed door-to-door inspections. This reporting period, 12 properties have been inspected. 67 total. 47 total citations have been issued. This reporting period, 101 animals (fighting roosters) have been abated. 2392 total.*

MUNICIPAL LAW ENFORCEMENT SERVICES
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JULY 09, 2013
PAGE FIVE

- **Donation Collection Boxes** – Report back on code violations and permitting process for collection boxes being set up in the City. – *ARB approval is required for donation collection boxes. Sixty-three (63) boxes was identified, within the City, without permits. Four (04) companies were contacted, advised and informed of the City's ordinance. Two (02) companies's removed boxes. Eighteen (18) boxes remain. Two (02) companies initiated the City's permit process. One (01) company has been granted approval. One (01) company's approval is pending.*

FISCAL IMPACT

There was no negative impact to the General Fund.

RECOMMENDATIONS

Receive and file the June 2013 monthly report regarding the activities, revenues, and other general information from the Municipal Law Enforcement Services Department.

SUPERVISORY PERSONNEL
MUNICIPAL LAW ENFORCEMENT SERVICES

#3.

PARKS AND RECREATION

To: **Mayor and Council Members**
G. Harold Duffy, City Manager

From: **Marvin C. Hunt Jr., Interim Director Parks & Recreation**

Subject: **Monthly Report, June 2013**

Date: **July 17, 2013**

Summary
The Council will receive a report detailing the programs, activities and projects for the Parks & Recreation Department.

The Department of Parks & Recreation is responsible for the following core services:

- Parks & facility landscape maintenance
- Street Medians
- Facilities
- Youth Recreational Services
- Adult & Senior Leisure Recreational Programs

Parks

Goal: To provide weekly landscape maintenance to all City parks.

Performance Measure:

Monthly Goal	Completed	Goal %
298.24 acres	246.79	83

Staffing Level			Hours			
Position	Budgeted	Staffed	Available	Worked	% Worked	OT
MW III	1	1	1440	1198	83	
MW II	4	4				
MW I	4	4				

Performance Measure

Service Request	Received	Fulfilled	% Complete
Irrigation	14	12	86
Graffiti Removal	32	32	100
Tree Trimming	6	1	17
Total	**52**	**45**	**86**

Task Schedule
Please see attached Parks Maintenance Schedule

#3.

Street Medians

Goal: To provide bi-weekly landscape maintenance to all City medians.

Performance Measure:

Monthly Goal	Completed	Goal %
152.4 miles	134.7 miles	88

Staffing Level			Hours			
Position	**Budgeted**	**Staffed**	**Available**	**Worked**	**% Worked**	**OT**
MW III	1	1	800	532	67	50
MW II	1	1				
MW I	3	2				

Service Request	**Requested**	**Fulfilled**	**% Complete**
Irrigation	11	8	73
Trash/Debris Removal	16	16	100
Weed Abatement	3	3	
Mowing/Edging			
Total			

Task Schedule
Please see attached street median schedule for June 2013

Facilities

Goal: To provide weekly landscape maintenance to all City facilities.

Performance Measure:

Monthly Goal	Completed	Goal %
107.2	91.4	85

Staffing Level

			Hours			
Position	**Budgeted**	**Staffed**	**Available**	**Worked**	**% Worked**	**OT**
MW II	1	1	480	400	83	
MW I	2	2				

Service Request	**Requested**	**Fulfilled**	**% Complete**
Irrigation	3	3	100

Trash/Debris Removal	2	2	100
Weed Abatement	3	3	100
Mowing/Edging			
Total	8	8	100

Task Schedule
Please see attached facilities crew weekly schedule

Recreation Division

Goal: To provide leisure time recreational programs and activities for youth, teens, adults and seniors.

Staffing Levels

				Hours		
Position	**Budgeted**	**Staffed**	**Available**	**Worked**	**% Worked**	**OT**
Center Director	5	3	800	696	87	
Recreation Leader	2	2				

Programs and Activities

Program Description	Programs/Month	Participants/Month
Senior Classes	36	1584
Senior Special Events	1	225
Senior Excursions	5	189
Youth Baseball	1	345
Youth Summer Camps	3	600
Compton Youth Football Camp	2	145
Operation Stitches	1	135
Summer Break Camping Trip	1	15
Adult Sports	1	672
Adult Health & Wellness	0	0
Total	**51**	**3,910**

Aquatics

Position	Budgeted	Staffed	Hours			
			Available	Worked	% Worked	OT
Pool Manager	2	1	15	15	100	
Asst. Pool Manager	1	1	15	15	100	
Life Guard	15	7	105	105	100	
Cashier	3	2	30	30	100	
Locker Room Attendant	10	5	75	75	100	

Lueders Park Pool opened on June 29, 2013. The pool operational hours are Sunday 12 p.m. – 5 p.m. and Monday – Saturday from 9:30 a.m. – 6:00 p.m. The pool will offer a variety of activities including: swim lessons, aqua aerobics, recreation swim, adult and senior swim, junior life guard program and a Compton swim team.

Senior Transportation

Staffing Levels

Position	Budgeted	Staffed	Hours			
			Available	Worked	% Worked	OT
Para Transit Drivers	3	3	480	336	70	

Task	Monthly Passenger Trips
Inner City One Way Trips	1367
Outside City One Way Trips	114
Senior Excursions	5
Monthly Total	**1486 Trips**

Special Projects

- Tucker Park Playground – The Parks Division coordinated the project to repair 128 square feet of rubberized playground surface and repair the damaged playground equipment. The project also included removing the playground sand and installing ADA certified playground bark.
- Playground rubberized surface repair – The Parks Division coordinated the project to repair over 250 square feet of rubberized surface at Wilson, Gonzales, Burrell Mac Donald, Tucker and Tragniew Parks.

Parks Street Median Monthly Schedule | 2013

#3.

Date	Crew	June 10th – June 14th	Completed
Monday	Gerry	Alondra & Alameda east to Alondra & Long Beach Blvd	
Tuesday	Crew 1	Rosecrans east from Wilmington	
	Crew 2	Central South from Alondra & Wilmington (91 Freeway) North to Greenleaf	
	Crew 3	Rosecrans east from LB to Atlantic	
Wednesday	Gerry	Alondra & Long Beach Blvd east to Alondra & Atlantic	
Thursday	Gerry	Santa Fe & Rosecrans south to Santa Fe & Greenleaf	
Friday	Gerry	Artesia in front of Compton College	
		Artesia and Santa Fe to Artesia and Acacia	

Date	Crew	June 24th – June 28th	Completed
Monday	Gerry	Long Beach Blvd & Bennett north to Long Beach Blvd & Compton Blvd	
Tuesday	Crew 1	Rosecrans east from Wilmington	
	Crew 2	Central South from Alondra & Wilmington (91 Freeway) North to Greenleaf	
	Crew 3	Rosecrans east from LB to Atlantic	
Wednesday	Gerry	Long Beach Blvd & Compton North to Long Beach Blvd & Pine	
Thursday	Gerry	Santa Fe & Rosecrans south to Santa Fe & Greenleaf	
Friday		Artesia in front of Compton College	
		McMillian and Atlantic	

Date	Crew	June 17th – June 21st	Completed
Monday	Gerry	Central & El Segundo to Central & Alondra	
Tuesday	Crew 1	Rosecrans east from Santa Fe / LB	
	Crew 2	Gateway Town Center / Walnut	
	Crew 3	Rosecrans east from Central/Wilmington	
Wednesday	Gerry	Wilmington & El Segundo to Wilmington & Compton Blvd.	
Thursday	Gerry	Alondra & Haskins east to Alondra & Wilmington	
		Myrrh / City Hall	
Friday	Gerry	Walnut, Central to Acacia	
		Compton Blvd & Wadsworth	
		Compton Blvd & Harris	

Date	Crew	June3rd – June 7th	Completed
Monday	Gerry	Central & El Segundo to Central & Alondra	
Tuesday	Crew 1	Rosecrans east from Santa Fe / LB	
	Crew 2	Gateway Town Center / Walnut	
	Crew 3	Rosecrans east from Central/Wilmington	
Wednesday	Gerry	Wilmington & El Segundo to Wilmington & Compton	
Thursday	Gerry	Alondra & Haskins east to Alondra & Wilmington	
		Myrrh / City Hall	
Friday	Gerry	Walnut, Central to Acacia	
		Compton Blvd & Wadsworth & Compton Blvd & Harris	
	Crew		

#3.

PLANNING

DATE: July 1, 2013

TO: G. Harold Duffey, City Manager

FROM: Robert Delgadillo, Interim Director of Planning and Economic Development

SUBJECT: Monthly Report for June 2013

Planning and Economic Development Department Core Services

- Comply with State planning laws
- Comply with the California Environmental Quality Act. Prepare and analyze environmental documents.
- Comply with the Subdivision Map Act.
- Implement the development review process for Conditional Use Permits, Variances, Zone Changes, Tentative Tract and Parcel Maps, Certificate of Occupancy, Yard Sales, Special events
- Answer questions from the public
- Provide handouts on the Zoning Code and Zones
- Coordinate the Planning Commission Meetings
- Prepare Staff Reports and presentations to the Planning Commission
- Implement the General Plan Goals and Polices and Zoning Ordinance
- Verify projects are constructed according to the approvals granted.
- Provide over the counter approvals of minor projects and requests such as the construction of single family homes, room additions, special event permits and yard sales.

Activity Summary

The following summary is for June 2013.

Planning Counter Requests for Information

Month	Individuals
June	372

Yard Sale Applications Granted

Month	Permits
June	29

Applications for Special Outdoor Sales/Events

Month	Events
June	5

#3.

Application for Certificates of Occupancy

Month	Submitted	Approved
June	21	6

Applications Submitted for Administrative Review (Residences, Signs, Buildings, Additions)

Month	Received	Approved
June	3	11

Applications submitted for Planning Commission Review

Month	Received	Approved	Denied
June	0	3	0

Current Planning Projects (Active and Approved PC)

Submittal Date	Case No.	Applicant	Location	Description	Status
4/24/13	VAR 2733	David Lopez	211-215 Willow St.	Build Garages/Parking Required/ADA Garage	Active review Incompleteness Letter Sent/Pending Re-submittal
4/16/13	CUP 2732	Mohamed Fayad	811 S. Alameda	Enlarge Market Area	Active review
3/27/13	CUP 2731	MV Transportation	14011 Central Ave	Legalize existing Bus transit yard	Withdrawal of application pending. Site grandfathered by City.
3/11/13	LLA 13-002	Prism - IQ Partners	Alameda and Auto Plaza Dr.	Lot Line Adjustment Gateway Town Center	Active Review Pending Public Works Approval
3/4/13	CUP 2730	Stephen Rice	803 W. Alondra Blvd.	Alcohol sales for restaurant	Active review Pending Re-submittal
3/11/13	LLA 13-001	Prism - IQ Partners	Alameda and Artesia	Lot Line Adjustment Gateway Town Center	Active Review Pending Public Works Approval
2/26/13	CUP 2729	Mi Lindo Guerrero	1811 N. Long Beach Blvd.	Onsite sales Beer and Wine Restaurant	Active Review
9/20/12	CUP 2726	Republic Services	550 E Artesia Blvd.	Materials Recycling Facility Headquarter facility. Revenue $2 per ton @ 1200 tons	CUP approved June 19, 2013
9/13/12	CUP 2706 V2727 MND 929	Bruce Iversen	439 E. Carlin St.	Recycling Facility Parking, Fencing and Landscaping	PC : June 19, 2013. Continued to August 14, 2013

6/19/12	CUP 2720 VAR 2723	Majit Singh Bawa	1562 S. Long Beach Blvd.	Alcohol (Type 20) Parking & Landscaping Variance	PC Denied in June 2013/Case has been appealed to CC 7-2-13
9/11/12	CUP 2724	Erik Baratas	413 N Wilmington	Tire Installation Repair and auto wash/detail	CUP approved June 19, 2013
2/21/13	ARB 13-014	ROEM Developers	708 W. Corregidor	Park Village Apartments remodel	Active Review Submitted Revisions on 5.1.13
10/4/12	ARB 12-097	Beauchamp Distribution	1911 S Santa Fe	New industrial building improvements	Active Review Pending Outstanding Items Since Dec 2012
10/4/12	ARB 12-098	Beauchamp Distribution	1911 S Santa Fe	Fleet Service Building	Active Review Pending Outstanding Items Since Dec 2012
9/19/11	ARB 11-086 (Revision No. 3)	Prism Realty	Gateway Towne Center	Gateway Towne Center Phase II	Active Review Submitted Revisions on 4.30.13

Active Administrative Cases

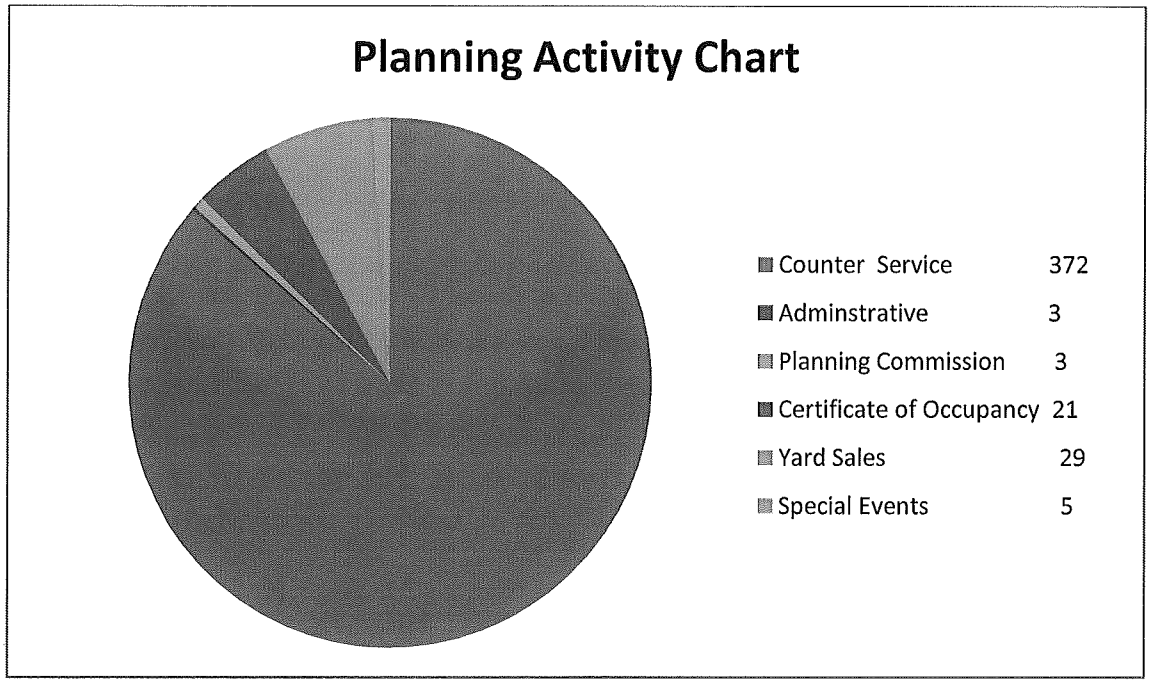
Case	Number	Date	Number	Street	Description	Applicant	Decision
ARB	13-050	04/24/2013	2651	E. 124th Street	Change Use/New Patio	Enrique Lucatero	Active Review
ARB	13-023	3/12/13		Rosecrans Avenue	Sign/Illum. Chan. Letters	Miriam Guzman	Active Review
ARB ARB	13-018	3/04/13		W. Plum Street	Large Family Day Care	Erika Gutierrez	Active Review
ARB	13-015	2/26/13		W. Walnut Avenue	Install Monument Sign	Humberto Ovalle	Active Review
ARB	13-023	3/12/13		Rosecrans Avenue	Sign/Illum. Chan. Letters	Miriam Guzman	Active Review
ARB	13-018	3/04/13		W. Plum Street	Large Family Day Care	Erika Gutierrez	Active Review
ARB	13-049	04/23/2013	510	W. Carob	Exterior Improvements	Permit Place	Active Review
ARB	13-047	04/17/2013	2019	Acacia Street	Warehouse Tenant Improv	Kent Wang	Active Review
ARB	13-046	04/17/2013	608	E. Compton Blvd.	Modify Wireless Facility	Verizon Wireless	Active Review
ARB	13-045	04/17/2013	1902	W. Rosecrans Avenue	Reface Pylon Sign	Steve Therriault	Active Review
ARB	13-044	04/16/2013	811	S. Alameda Street	Signage	Mohamed Fayad	Active Review

#3.

ARB	13-064	05/21/2013	1400	E. Rosecrans Avenue	Legalize enclosure/Install equipment	Chris Blance/Cardno ERL	05.21.2013
ARB	13-063	05/23/2013	439	E. Carlin Avenue	Increase 4G LTE Capacity	Sprint PCS	Active Review
ARB	13-062	05/21/2013	672	W. Artesia Blvd.	Modify Signage	Clear Channel/John Duong	Approve 5.21.2013
ARB	13-061	05/21/2013	232	W. Artesia Blvd.	Modify Signage	Clear Channel/John Duong	Approve 5.21.2013
ARB	13-060	05/21/2013	915	W. Artesia Blvd.	Modify Signage	Clear Channel/Jone Duong	Approve 5.21.2013
ARB	13-059	05/15/2013	14818	S. Butler Avenue	Childcare in the home	Donna Smith	Active Review
ARB	13-058	05/01/2013	1055	W. Victoria Street	Install Sign	Kohei Miki	Active Review
ARB	13-057	05/14/2013	1300	E. Greenleaf Blvd.	Upgrade Telecommunications	AT & T	Active Review
ARB	13-056	05/14/2013	1238	W. Wilmington Avenue	Add Propane Tank Gas Station	Kopples Enterprises	Active Review
ARB	13-055	05/02/2013	803	W. Alondra Blvd	Install Sign	Swain Sign	Active Review
ARB	13-054	05/01/2013	1902	W. Rosecrans Avenue	Exterior Paint	Steve Therrault/Signtech	Approve 5.1.13

New Administrative Cases in June 2013

ARB	13-066	6/6/13	1345	Gateway Towne Center	Sign	Mike Sirota	Under Review
ARB	13-067	6/13/13	1712	E. Alondra Blvd.	Awnings	Sung Hong	Under Review
ARB	13-068	6/25/13	1700	S. Wilmington Ave	Exterior Paint	Calif. Pak Intl Inc	Under Review



Planning Commission Action

- Republic Services/Consolidated Disposal Services Conditional Use Permit to establish a 1,200 ton per day dry Materials Recycling Facility at 550 W. Artesia Blvd. was approved by the Planning Commission on June 19, 2013. Operations will begin after approximately 18 months of building renovations. As a condition of approval, the applicant will pay a tipping fee of $2.00 a ton to the City and .10 a ton for street repair of the industrial streets used by the haul and transport trucks. This amounts to $2,400 and $120 a day respectively or $624,000 /$ 31,200 a year.

- CUP 2724 to permit Tire Installations and a hand auto wash/detail at 413 N. Wilmington Ave. received approval on June 19, 2013.

- Planning Commission denied CUP Case No. 2720 (May 8, 2013) , a request to sell alcoholic beverages (a type 20 alcohol license), an accessory use to an existing convenience store has been scheduled for the July 2, 2013 City Council Meeting.

- The Housing Element 2006 – 2014 received a formal recommendation of approval to the City Council to amend the current general Plan to adopt the proposed Housing Element 2006 – 2014.

Significant Events

#3.

- The planning for the Phase 4 portion of the Compton Creek is progressing on schedule. The Phase 4 scoping meetings will be set for the last week of July. The Coastal Conservancy is funding the Compton Creek Phase 4 Conceptual Plan at no cost to the City of Compton. The goal is to prepare a conceptual design for the soft bottom portion of the creek that can be used to prepare construction drawings. The Coastal Conservancy has Mia Leherer under contract to prepare the study.

TO: MAYOR AND CITY COUNCIL
G. HAROLD DUFFEY, CITY MANAGER

FROM: VICTOR OROZCO
INTERIM CHIEF BUILDING INSPECTOR

RE: MONTHLY REPORT- MAY/JUNE 2013

DATE: July 11, 2013

SUMMARY:

This monthly report is provided to the Mayor, Member of City Council, and City Manager to keep them informed of the activities within the Building and Safety Department for the month of May and June 2013.

The Building and Safety Department is responsible for implementing the California Building Codes 2010, and Energy Code 2008. As part of daily activities we review plans for code compliance, perform inspections for code compliance, as well of assist citizens, contractors, realtors, etc to respond to inquires about our permit process, construction methodology and code interpretation.

STAFF:
The Building and Safety Department consist of:

	Total	Vacant
Chief Building Inspector	1	0
Senior Building Inspector	1	1
Senior Administrative Assistant	1	0
Building Inspector II	1	0
Building Inspector I	4	0
Office assistance / Bilingual	1	0
TOTAL	9	1

(*) All inspectors are certified by the International Code Council (ICC)

#3.

HOURS OF OPERATION

- Counter hours are between 7:00AM to 12:00 PM and 1:30PM to 6:00 PM
- Plan Review over the counter 7:00 AM to 9:00
- Inspections are conducted between the hours of 8:00 AM to 5:00 PM
- Special Inspections can be conducted after hours and/or days that the city is closed (this requires special inspection fee)

PERMITS:

The building department issues the follow permits:

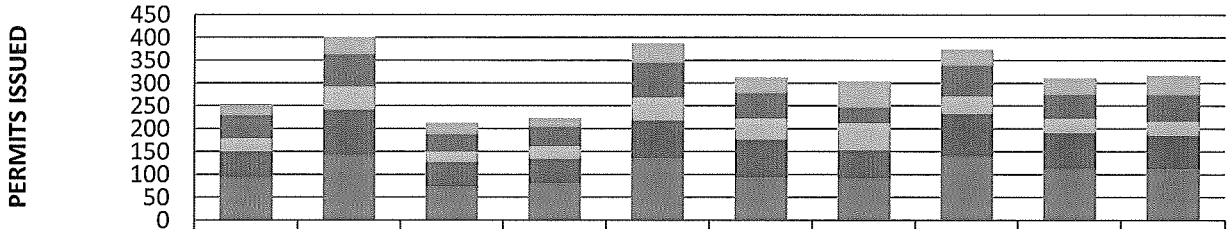
- Building Permits
- Grading Permits
- Demolition Permits
- Electrical Permits
- Mechanical Permits
- Plumbing Permits
- In addition to the above permits we issue report of Residential Records, this a city ordinance that requires that a residence prior to be transfer be inspected for compliance

The following table indicates the amount of permits issued during this months

	MAY	JUNE
BUILDING	113	111
ELECTRICAL	78	74
MECHANICAL	32	32
PLUMBING	52	57
PRE-SALE	37	44

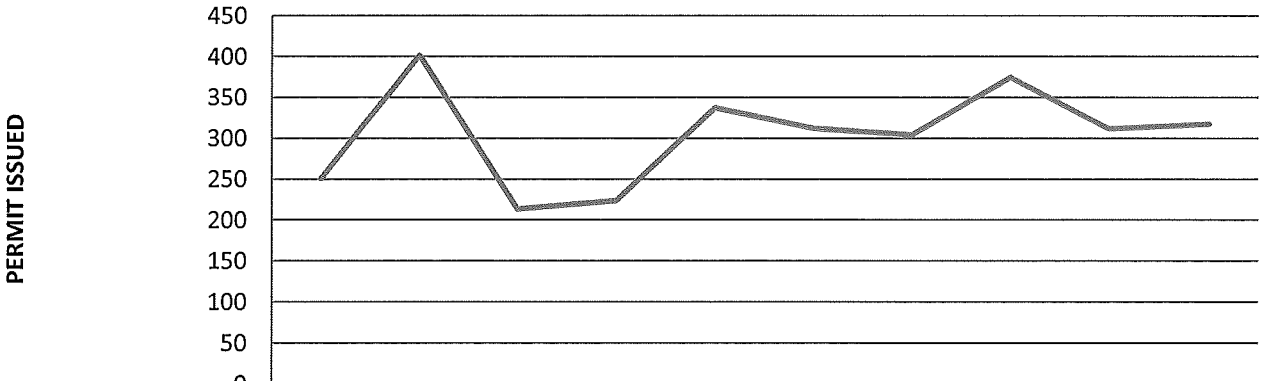
The following table indicates the amount of building permits issued within the last months

PERMIT ACTIVITIES



	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE
PRE-SALE	22	39	26	20	43	35	58	36	37	44
PLUMBING	50	70	38	42	76	55	34	67	52	57
MECHANICAL	29	51	23	28	51	47	60	39	32	32
ELECTRICAL	56	98	54	53	83	83	61	92	78	74
BUILDING	94	144	73	81	135	93	92	141	113	111

TOTAL ACTIVITIES



	SEPT	OCT	NOV	DEC	JAN	FEB	MARCH	APRIL	MAY	JUNE
TOTAL ACTIVITIES	251	402	214	224	338	313	305	375	312	318

#3.

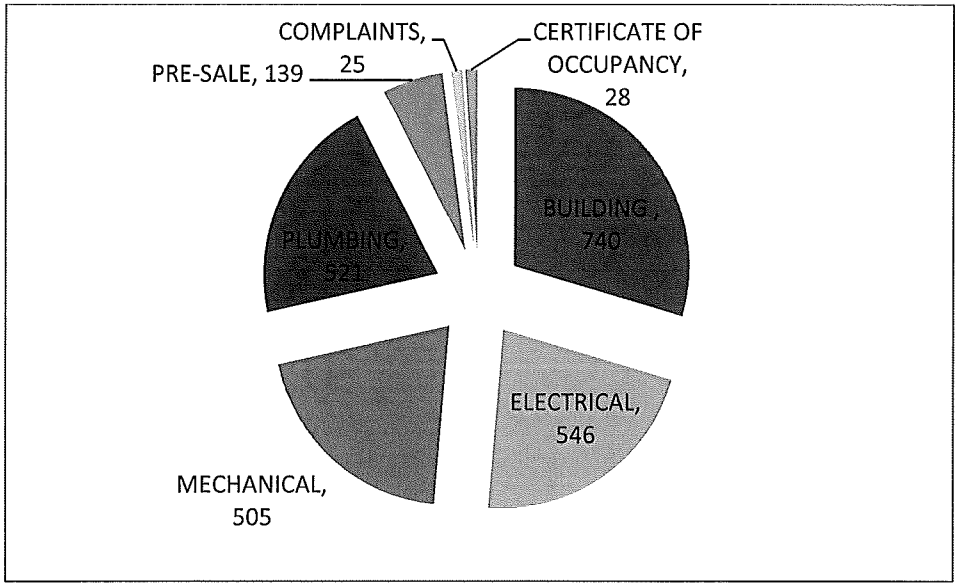
INSPECTIONS

Inspections are conducted to verify code compliance with federal, state and Municipal Codes and ordinances, in addition to required inspections by the multiple type of permits, we also conduct investigations for non permitted construction, business license occupancy, etc
A typical inspection will be conducted the next business day after a request is being made,

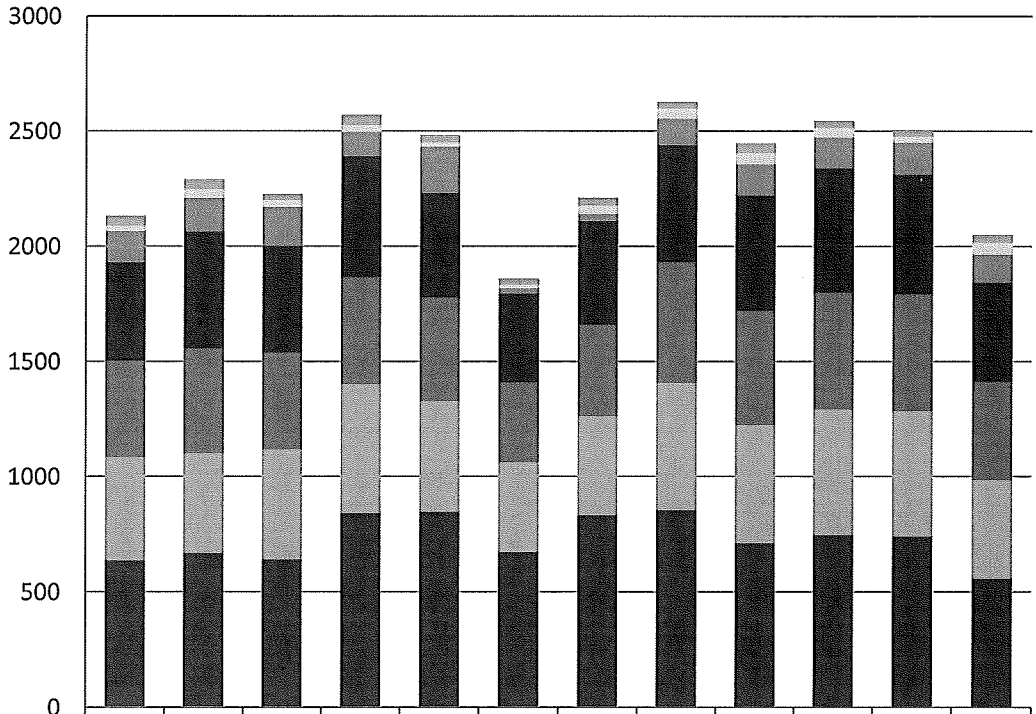
The permit and inspections activities are noted as follow:

INSPECTION	MAY	JUNE
BUILDING	740	558
ELECTRICAL	546	427
MECHANICAL	505	429
PLUMBING	521	429
PRE-SALE	139	123
COMPLAINTS	25	52
CERTIFICATE OF OCCUPANCY	28	32

The following table represent the two month of inspections

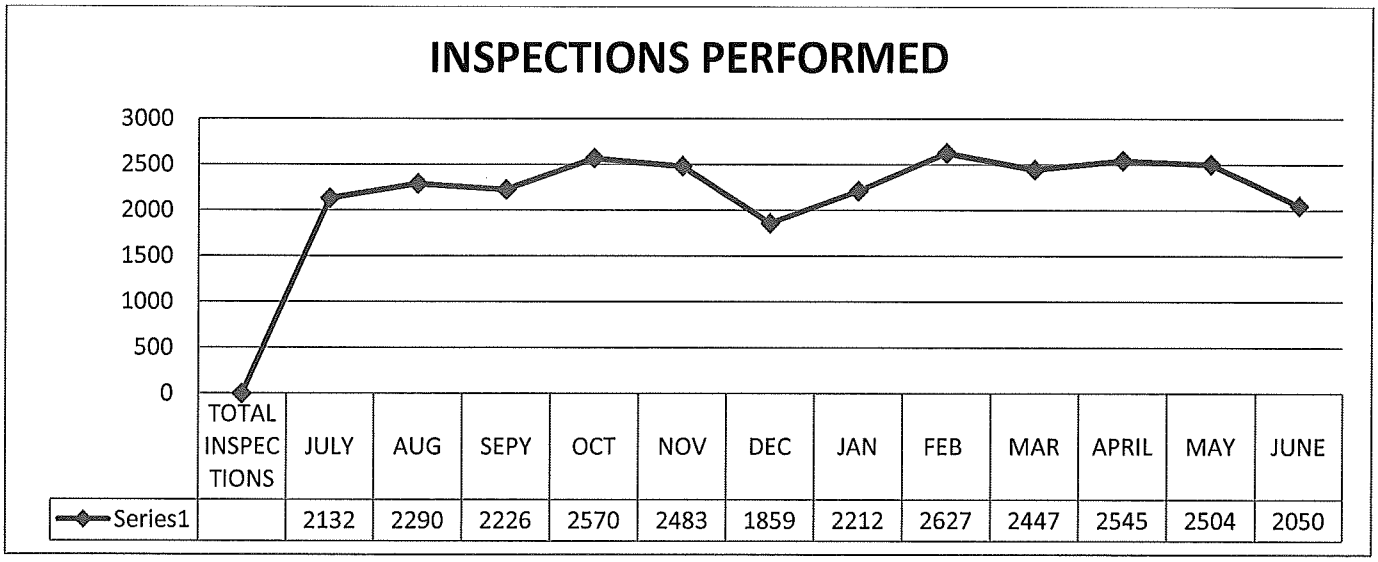


INSPECTIONS CONDUCTED



	JULY	AUG	SEPY	OCT	NOV	DEC	JAN	FEB	MAR	APRIL	MAY	JUNE
CERTIFICATE OF OCCUPANCY	43	43	24	44	31	25	35	29	39	30	28	32
COMPLAINTS	24	38	33	30	20	16	37	43	52	42	25	52
PRE-SALE	136	147	167	106	201	23	32	116	135	134	139	123
PLUMBING	425	504	462	523	454	385	449	509	501	539	521	429
MECHANICAL	419	456	421	465	448	348	396	521	496	506	505	429
ELECTRICAL	449	433	478	560	481	390	431	554	513	546	546	427
BUILDING	636	669	641	842	848	672	832	855	711	748	740	558

#3.



SUMMARY

The Building and Safety Department is delivering an acceptable level of service, we expect this trend to continue, as noticed on the graphics the month on June our inspections were low, one of the reason was the days of service and one building inspector retired, in addition that the permits issued on May and June were lower that expected.

PUBLIC WORKS AND MUNICPAL UTILITIES

#3.

SUCCESSOR AGENCY

September 3, 2013

TO: **HONORABLE MAYOR AND CITY COUNCILMEMBERS**

FROM: **G. HAROLD DUFFEY, CITY MANAGER**

FOR: **DR. KOFI SEFA-BOAKYE**
DIRECTOR
SUCCESSOR AGENCY

SUBJECT: **MONTHLY REPORT FOR THE PERIOD FROM JULY 1, 2013 THRU AUGUST 30, 2013**

SUMMARY

The purpose of this memorandum is to provide the City council with a monthly report summarizing the programs, projects, and fiscal activities of the Successor Agency.

BACKGROUND

The Successor Agency is a distinct legal entity from the City. Pursuant to City Council Resolution No. 23,464, the City elected to serve as the Successor Agency for the Community Redevelopment Agency effective February 1, 2012. Accordingly, all of the assets of the Community Redevelopment Agency were transferred to the Successor Agency by law effective February 1, 2012.

The Successor Agency is responsible for the administration and implementation of the following programs: Community Housing Development Organizations (CHDO) program and the Neighborhood Stabilization Program (NSP 1 & 3). In addition, the Successor Agency is responsible for the oversight and implementation of more than fifteen (15) Redevelopment Commercial/Retail and Housing projects.

PURPOSE

The Successor Agency (formerly Community Redevelopment Agency) is implementing various Economic Development activities throughout the City in an effort to create an affluent, self-reliant, sustainable and safe community by eliminating blight, expansion of the City's tax base, redevelopment of underutilized and vacant properties, facilitate the development of high quality affordable housing and attracting private investment and businesses into the community. The Successor Agency accomplishes this objective by utilizing and leveraging various forms of financial resources including Tax Allocation Bond proceeds, property tax revenue, Federal and State grant funds and leveraging Agency-owned real estate assets.

The Agency utilizes the above reference fiscal resources to assemble land for development of job-producing and revenue-generating retail, commercial, and industrial developments, while fostering homeownership opportunities for residents and promoting suitable living environment through housing rehabilitation programs. The Successor Agency staff, projects and activities are funded by California Department of Finance (DOF) and the U.S. Department of Housing and Urban Development (HUD).

#3.

Core Services of the Successor Agency

The Core Services:

1.) *Manage the completion of Public Facility and Infrastructure Improvement projects: the MLK Transit Center, Senior Activity Center and Multi-Level Parking Structure*
2.) *Manage the sale and disposition of over 50 properties*
3.) *Supervise the property maintenance and landscaping services for agency owned properties*
4.) *Oversee the expenditure accounts of Tax Allocation Bonds, Tax Increment Revenue and preparation of Agency Budgets*
5.) *Market the City of Compton to local, regional and international private investment retail industry*
6.) *Administration and implementation of the City's various Low and Moderate Income Housing programs that are Federally and State Funded*
7.) *Prepare all mandatory reporting to the federal government and California State Department of Finance*
8.) *Serve as staff to the Compton Oversight Board and prepare all reporting requirements to the Oversight board*
9.) *Administration of a First Time Homebuyer Assistance Program that provides financial assistance for homeownership opportunities and for the Single Family Residential Rehabilitation Program*
10.) *Administer and Implement the Neighborhood Stabilization Program (NSP) to improve City property values*

Activities and Accomplishments of the Core Services

1.) ***Manage the completion of Public Facility and Infrastructure Improvement projects****: the MLK Transit Center, Senior Activity Center and Multi-Level Parking Structure in the North Downtown Area. A key component of this Core Service is to transform the North Downtown Center into a key destination point for Compton residents by creating a vibrant, attractive, pedestrian friendly multi-modal center that unifies areas' complementary assets - civic center while taking advantage of the center's "Main to Main assets. Additionally, the Agency is coordination activities with the DOF to effect a timely disposition of Agency-owned properties in the area in accordance with the provisions of the Dissolution Act. During this reporting period the following activities were undertaken in the* downtown during the period

- **Senior Activity Center** – Over 50% of construction work for this project is complete.
  - Staff attends the weekly construction meeting to review progress of project
  - The project is anticipated to be completed in Spring 2014
  - Staff met with interior architect to discuss the FF&E's for the center
  - Staff met with City Manager and General Services Director to discuss logistics, staffing and programming uses for the center
  - Staff processes monthly payment applications by contractor and program manager
- **Parking Structure** – Changed parking structure to 3-level structure.
  - Program Manager has submitted the Grading Plans to the Building and Safety Department
  - Program Manager has submitted Design Development Plans to the City's Planning and Building and Safety Department for the Architectural Review process.
  - Staff is working with the Program Manager on the Pre-qualification of 20 potential bidders for the Parking Structure
- **MLK Transit Center** – Project was completed in January 2013.
  - Staff is currently marketing the site to various Retail tenants to occupy the 1st floor retail space.
  - Staff is coordinating with the General Services Director and METRO on easement agreement for pedestrian plaza area

- Staff coordinating with City Controller's Office and METRO Accounting Department to close-out the grant reporting

2.) ***Manage the Sale and Disposition of over 50 properties***

- *Completed the Sale of Phase II of Gateway Towne Center project to Prism-IQ Partners*
- *Successor Agency board approved the Steward Development project located at 16208 S. Atlantic Ave – 14 Townhomes*
- Staff held 12 meetings with various developers regarding negotiations and proposals for the Sale and Disposition of various Agency-owned properties
- Removed graffiti, fence/sign repair and debris removal at Agency-owned property
- The list below represents projects that are under negotiation for Sale and Disposition to a private developer. These projects will require approval from DOF as part of the Agency's Long Range Property Management Plan:

Westland	North East Corner of Compton Blvd. and Long Beach Blvd.	95,000 Square Foot Retail Shopping Center. Tenants include: Grocery Store, Bank, Pharmacy and Restaurant	Approved Development proposal. Staff negotiating terms and conditions of the Sale & Disposition as part of the Agency's Long Range Property Management Plan
Various Developers	500-45,601,607,625 East Compton Blvd. (2 blocks going west Compton Blvd from Santa Fe Ave)	50,000 square feet Commercial Retail Center – restaurant, shops, office and pharmacy	Approved Development proposal. Staff negotiating terms and conditions of the Sale & Disposition as part of the Agency's Long Range Property Management Plan
Various Developers	413-415 West Compton Blvd.	30,000 Square Feet of Commercial, Retail, coffee shop, drug store, quick serve, soft goods stores	Agency negotiating with various developers for a retail concept for the site
Trademark	1400-1436 West Compton Blvd.	18 to 24 Townhomes: 3 to 4 bedroom units	Approved Development proposal. Staff negotiating terms and conditions of the Sale & Disposition as part of the Agency's Long Range Property Management Plan
Various Developers	2000-2024 West Compton Blvd.	30,000 Square Feet Retail Development	Agency negotiating with various developers for a retail concept for the site.
Various Developers	305-315 N. Long Beach Blvd.	45,000 square feet Retail Development	Agency negotiating with various developers for a retail concept for the site
Meta Housing	Tamarind and Palmer Ave.	75 Units of Affordable Senior Housing	Pre-existing project approved by the Oversight Board and pending DOF approval
Osborne Development	16208 S. Atlantic Ave	13-18 Townhomes	Approved Development proposal. Staff negotiating terms and conditions of the Sale & Disposition as part of the Agency's Long Range Property Management Plan
Maxi Foods/Various Developers	1051 W. Rosecrans Ave	30,000 square foot Grocery or retail space	Agency has $1 million dollars deposited in escrow for the property. Staff is negotiating with developer for future retail use at the site
Gateway Towne Center – Phase II	Artesia 91 Freeway and Alameda St.	Phase II – 10 acres of new retail space	DOF has approved. Staff closed escrow and Developer has now began construction activities
Meta Housing - Phase 2	409-415 N. Alameda St.	50 Units of Affordable Senior Housing	Agency negotiating with developer for future affordable housing units at

#3.

			the site.
Stratus Development	950 W. Alondra Blvd.	28 Townhomes	Approved Development proposal. Staff negotiating terms and conditions of the Sale & Disposition as part of the Agency's Long Range Property Management Plan
Steward Development	1117 S. Long Beach Blvd.	80 units of Senior Housing and 7,000 sq. ft. of retail space	Approved Development proposal. Staff negotiating terms and conditions of the Sale & Disposition as part of the Agency's Long Range Property Management Plan
City Ventures	1950 N. Central Avenue	Up to 24 Detached Single Family Homes	Approved Development proposal. Staff negotiating terms and conditions of the Sale & Disposition as part of the Agency's Long Range Property Management Plan
Hopkins Group	2901 W. Alondra Blvd.	18-acre Regional Park	Agency negotiating with developer for construction of a regional park concept at the site.
City Ventures	930 W. Compton Blvd.	Up to 20 Detached Townhomes: 3 to 4 bedroom units	Approved Development proposal. Staff negotiating terms and conditions of the Sale & Disposition as part of the Agency's Long Range Property Management Plan
Various Developers	250 N. Central Ave	Retail Development	Agency negotiating with various developer
Prism-IQ Partners	1420 N. McKinley Ave.	100,000 sq. ft. Industrial facility	Approved Development proposal. Staff negotiating terms and conditions of the Sale & Disposition as part of the Agency's Long Range Property Management Plan
Various Developers	1716 E. Rosecrans Ave.	Mixed-Use Development	Agency negotiating with various developer
City Public Works Yard	458 S. Alameda St.	Corporate Public Works	City Facility as part of the Long Range Property Management Plan

3.) ***Supervises property maintenance and landscaping services for agency owned properties***

- Due to the limited amount of funds approved by the DOF for the maintenance of agency-owned property, staff has developed and implemented the following methodology as our property maintenance schedule:
  - Staff held Landscapers meeting to request bids for monthly maintenance of Agency vacant lots and pocket parks for FY 2013-2014
  - Staff performs weekly visual site inspections for each lot
  - Landscape performs 1x month maintenance on all landscape properties
  - Landscape company performs trash & debris removal as necessary
  - Continue to coordinate with the Parks and Recreation Department to coordinate landscaping and maintenance activities on Agency-owned properties.

4.) ***Oversees the expenditure accounts of Tax Allocation Bonds, Tax Increment Revenue and preparation of Agency Budgets***

- Prepared Mid Year Budget FY 13-14 (July – December 2013)
- Begin process vendors payments under ROPS 13-14A
- Reviewed and processed a combination of (33) accounts payable transactions
- Processed six (6) Demand for Payments for various First Time Homebuyer and Residential Rehabilitation program participants
- Processed Bond certification forms for Lease Revenue Bonds and Tax Allocation Bonds
- Managed three (3) lease agreements for Agency owned properties: 408 W. Alondra Blvd., 409 N. Alameda St. and 413 N. Alameda St.
- Staff processed ten (10) monthly of Loan repayments/receivables from Burlington Coat Factory, Optimal Academy (parking lot), Mr. Benito Auto Repair, Cliff's Texas Style Burritos and Prism-IQ Partners.
- Prepared a monthly reconciliation of all department expenditures by fund for ROPS 3
- Processed two (2) reimbursement checks to various City departments for services performed on behalf of the Successor Agency
- Prepare encumbrance reports for Agency accounts

5.) ***Market the City of Compton to local, regional and international private investment retail industry***

- Staff held twelve meetings (12) with prospective developers, tenants and private investors that maybe interested in locating or redeveloping property within the City.
    - Staff provided brochure and retail trade data information on various Successor Agency owned properties
    - Staff met with various retailers currently negotiating acquisition or lease of commercial properties within the City
    - Staff is working with various newspapers and media outlets to develop a marketing campaign for Successor Agency properties and retail tenants to attract Regional and International Developer and Retailer community as a great City for private investment.

- Staff met with EPA and DTSC representatives to discuss new and existing Brownfield grants that the Agency has been awarded to assist with the redevelopment of Agency-owned properties.

- Updated City's website to include revised Agency property list; NSP 1 & 3 properties for sale and RFP/Q

6.) ***Administration and implementation of the City's various Low and Moderate Income Housing programs that are Federally and State Funded***

- Completed Substantial Amendment of the FY 2013-2014 Annual Action Plan for the use of $1.5 million dollars of HOME funds for implementation of the Deferred Equity and Fix-it Rehabilitation and Community Housing Development Organization programs
- Responded to eighty-one (81) inquiries and request for information from the public regarding various housing programs, agency-owned properties and projects implemented by the Agency.
- Performed Twenty-three (23) housing and property related inspections during the reporting period. In addition to the routine maintenance and inspection related activities, staff performed the following activities relative to the various Housing programs and projects.
- Coordinated with Image Management Systems for the imaging of Agency files.

- Staff made revisions to the policies, procedures and guidelines for the Residential Rehabilitation program to open the program beginning September 2013.

- Prepared Request for Proposal for the City's Fair Housing Services for FY 2013-2014: Fair Housing services to the residents of the City of Compton include but are not limited to the following: Tenant workshops (2); Public Information booths (2); Community Presentation (1); Landlord workshop (2); Management Certification program (2); Realtor Trainings (2); and Daily Fair Hosing counseling services.

7.) Prepares all mandatory reports to the federal government and California State Department of Finance

- Staff continued followed-up with communication with Richard Watson & Gershon (Agency Legal Counsel) in the preparation of response letters to DOF regarding the Agency's two (2) Due Diligence Review reports.

- Coordinate with State Controller's Office for review of former Redevelopment Agency Asset transfers

- Staff responded to LA County Auditor Controller request for supporting documentation for ROPS III Payments

- Staff submitted supporting documentation to DOF regarding the Housing Asset Transfer List

- Provided additional documentation to DOF for their approval of the Meta Housing project

8.) Serves as staff to the Compton Oversight Board and prepared all reporting requirements to the Oversight board

- There were no Oversight Board meetings during this period.

9.) *Administer First Time Homebuyer Assistance Program that provides financial assistance for homeownership opportunities and for the Single Family Residential Rehabilitation Program*

- Mailed 330 Annual Certifications forms/letter for applicants of the First Time Homebuyer and Residential Rehabilitation programs for FY 2013-2014.
- Review of Annual Certifications submitted by for First Time Homebuyers and Residential Rehabilitation applicants
- Perform physical inspections and site visits for each property under the annual compliance guidelines.

10.) Administer and Implement the Neighborhood Stabilization Program (NSP) to improve City property value

- Close-out of two single-family acquisition files under the (2) NSP 3 program

- Prepared and participated in HUD on-site monitoring of the NSP program.
- Issued Request for Proposal for the Acquisition, Development and Rental of three (3) Multi-family properties

- Process payments for contractors and developer partners for construction related activities performed at NSP properties

- Reviewed and process two (2) First Time Homebuyers under the NSP 3 program
    i. The new NSP homebuyers have increased the City's economic wealth by attracting additional median income (over $50k/annual) family households into the City.

- Coordinate with the Los Angeles Neighborhood Housing Services organization for the oversight and completion of the rehabilitation and sale of the City's twenty-two (22) properties that were acquired under the NSP 2 program.

- Coordinate with Building and Safety Department and NSP Developer Partners regarding construction inspections for NSP properties.

Respectfully Submitted,

Dr. Kofi Sefa-Boakye
Director
Successor Agency

#3.

To: **Mayor and Council Members**
G. Harold Duffy, City Manager

From: **Marvin C. Hunt Jr., Interim Director Parks & Recreation**

Subject: **Monthly Report, June 2013**

Date: **July 17, 2013**

Summary
The Council will receive a report detailing the programs, activities and projects for the Parks & Recreation Department.

The Department of Parks & Recreation is responsible for the following core services:

- Parks & facility landscape maintenance
- Street Medians
- Facilities
- Youth Recreational Services
- Adult & Senior Leisure Recreational Programs

Parks

Goal: To provide weekly landscape maintenance to all City parks.

Performance Measure:

Monthly Goal	Completed	Goal %
298.24 acres	246.79	83

Staffing Level			Hours			
Position	Budgeted	Staffed	Available	Worked	% Worked	OT
MW III	1	1	1440	1198	83	
MW II	4	4				
MW I	4	4				

Performance Measure

Service Request	Received	Fulfilled	% Complete
Irrigation	14	12	86
Graffiti Removal	32	32	100
Tree Trimming	6	1	17
Total	**52**	**45**	**86**

Task Schedule
Please see attached Parks Maintenance Schedule

Street Medians

Goal: To provide bi-weekly landscape maintenance to all City medians.

Performance Measure:

Monthly Goal	Completed	Goal %
152.4 miles	134.7 miles	88

Staffing Level			Hours			
Position	**Budgeted**	**Staffed**	**Available**	**Worked**	**% Worked**	**OT**
MW III	1	1	800	532	67	50
MW II	1	1				
MW I	3	2				

Service Request	**Requested**	**Fulfilled**	**% Complete**
Irrigation	11	8	73
Trash/Debris Removal	16	16	100
Weed Abatement	3	3	
Mowing/Edging			
Total			

Task Schedule
Please see attached street median schedule for June 2013

Facilities

Goal: To provide weekly landscape maintenance to all City facilities.

Performance Measure:

Monthly Goal	Completed	Goal %
107.2	91.4	85

Staffing Level

			Hours			
Position	**Budgeted**	**Staffed**	**Available**	**Worked**	**% Worked**	**OT**
MW II	1	1	480	400	83	
MW I	2	2				

Service Request	**Requested**	**Fulfilled**	**% Complete**
Irrigation	3	3	100

Trash/Debris Removal	2	2	100
Weed Abatement	3	3	100
Mowing/Edging			
Total	8	8	100

Task Schedule
Please see attached facilities crew weekly schedule

Recreation Division

Goal: To provide leisure time recreational programs and activities for youth, teens, adults and seniors.

Staffing Levels

Position	Budgeted	Staffed	Hours			
			Available	Worked	% Worked	OT
Center Director	5	3	800	696	87	
Recreation Leader	2	2				

Programs and Activities

Program Description	Programs/Month	Participants/Month
Senior Classes	36	1584
Senior Special Events	1	225
Senior Excursions	5	189
Youth Baseball	1	345
Youth Summer Camps	3	600
Compton Youth Football Camp	2	145
Operation Stitches	1	135
Summer Break Camping Trip	1	15
Adult Sports	1	672
Adult Health & Wellness	0	0
Total	**51**	**3,910**

Aquatics

Position	Budgeted	Staffed	Hours			
			Available	Worked	% Worked	OT
Pool Manager	2	1	15	15	100	
Asst. Pool Manager	1	1	15	15	100	
Life Guard	15	7	105	105	100	
Cashier	3	2	30	30	100	
Locker Room Attendant	10	5	75	75	100	

Lueders Park Pool opened on June 29, 2013. The pool operational hours are Sunday 12 p.m. – 5 p.m. and Monday – Saturday from 9:30 a.m. – 6:00 p.m. The pool will offer a variety of activities including: swim lessons, aqua aerobics, recreation swim, adult and senior swim, junior life guard program and a Compton swim team.

Senior Transportation

Staffing Levels

Position	Budgeted	Staffed	Hours			
			Available	Worked	% Worked	OT
Para Transit Drivers	3	3	480	336	70	

Task	Monthly Passenger Trips
Inner City One Way Trips	1367
Outside City One Way Trips	114
Senior Excursions	5
Monthly Total	**1486 Trips**

Special Projects

- Tucker Park Playground – The Parks Division coordinated the project to repair 128 square feet of rubberized playground surface and repair the damaged playground equipment. The project also included removing the playground sand and installing ADA certified playground bark.
- Playground rubberized surface repair – The Parks Division coordinated the project to repair over 250 square feet of rubberized surface at Wilson, Gonzales, Burrell Mac Donald, Tucker and Tragniew Parks.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Controller**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO SUNGARD PUBLIC SECTOR FOR MAINTENANCE SUPPORT FOR THE CITY'S FINANCIAL INFORMATION SYSTEM (IFAS MODULE)**

Stephen Ajobiewe	**8/28/2013 4:45:34 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

<LegalName>	**<LegalDate>**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**8/29/2013 9:29:45 AM**
CITY CONTROLLER	DATE
G. Harold Duffey	**8/29/2013 9:22:59 AM**
CITY MANAGER	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.

September 3, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO SUNGARD PUBLIC SECTOR FOR MAINTENANCE SUPPORT FOR THE CITY'S FINANCIAL INFORMATION SYSTEM (IFAS MODULE)**

SUMMARY

This resolution will authorize the City Manager to issue a purchase order to pay SunGard Public Sector for the provision of software maintenance support for the City's financial information system (IFAS) for the Fiscal Year 2013-2014.

BACKGROUND

The City has used the IFAS (Integrated Financial and Administrative Solution) system to electronically record and maintain its financial accounting data since 1997. IFAS is proprietary software developed and supported by SunGard Public Sector. Staff could not perform a competitive bidding for this maintenance contract because of the proprietary nature of the IFAS application. Like many proprietary financial accounting applications, only the software vendor could effectively provide the maintenance support. The IFAS system has been maintained/supported by SunGard Public Sector since the City purchased the software.

STATEMENT OF ISSUE

The City has a standing contract with SunGard for the maintenance of the IFAS system. However, staff obtains Council resolution each year to pay for the maintenance service.

ALTERNATIVE

Should the Council decide not to authorize the requested payments for the maintenance services, the provider may refuse to further provide the maintenance service for the IFAS application, which will result in the City's financial software suffering downtime and loss of data while proposals/bids for a different system are sought and evaluated.

FINANCIAL IMPACT

The cost of the annual maintenance service is Sixty Five Thousand, Seven Hundred and Seventy Three Dollars, Sixty Nine Cents ($65,773.69). Funds have been allocated for this expense in account number 1001-650-000-4262.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution.

STEPHEN AJOBIEWE
CITY CONTROLLER

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 ISSUE A PURCHASE ORDER TO SUNGARD PUBLIC SECTOR FOR MAINTENANCE SUPPORT FOR THE CITY'S FINANCIAL INFORMATION SYSTEM (IFAS MODULE)

WHEREAS, the City uses the IFAS (Integrated Financial and Administrative Solution) system to electronically record and maintain its financial accounting data; and

WHEREAS, IFAS is a proprietary application developed and maintained by SunGard Public Sector; and

WHEREAS, SunGard Public Sector has provided the City with maintenance support for IFAS since the City purchased the application in 1997; and

WHEREAS, the City has a standing maintenance support agreement with SunGard but requires Council approval to pay the vendor for the annual maintenance; and

WHEREAS, the cost for the annual maintenance support for the Fiscal Year 2013-2014 will be Sixty Five Thousand, Seven Hundred and Seventy Three Dollars, Sixty Nine Cents ($65,773.69); and

WHEREAS, funds for the payment have been allocated in the City Controller's Office Fiscal Year 2013-2014 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 pay SunGard Public Sector for IFAS maintenance support services rendered in Fiscal year 2013-2014 in an amount not to exceed Sixty Five Thousand, Seven Hundred and Seventy Three Dollars, Sixty Nine Cents ($65,773.69).

Section 2. That payment for the maintenance support shall be funded from Account No. 1001-650-000-4262.

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

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

ADOPTED this ____ day of _____, 2013.

_____

MAYOR OF THE CITY OF COMPTON

#4.

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the forgoing Resolution was adopted by the City Council, signed by the Mayor, attested to by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2013.

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

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

_____
CITY CLERK OF THE CITY OF COMTPON

THIS AGREEMENT is entered into between SunGard Public Sector and Customer on the Execution Date, and SunGard Public Sector's obligations hereunder will commence on Execution Date.

SunGard Public Sector and Customer have entered into a Software License and Services Agreement dated December 11, 1997 (the "License Agreement") for the Software. Customer desires that SunGard Public Sector provide Maintenance and Enhancements for and new releases of the Baseline Software identified in Exhibit 1 on the terms and conditions contained in this Agreement, and for the Custom Modifications identified in Exhibit 1 on the terms and conditions of this Agreement. Accordingly, the parties agree as follows:

1. **Definitions.**

"Exhibit 1" means, collectively: (i) The schedule attached to this Agreement which is marked as "Exhibit 1," including all attached Software Supplements; and (ii) any schedule also marked as "Exhibit 1" (also including any attached Software Supplements) that is attached to any amendment to this Agreement. Other appendices to this Agreement are numbered sequentially and are also "Appendices."

"Baseline" means the general release version of a Component System as updated to the particular time in question through both SunGard Public Sector's warranty services and SunGard Public Sector's Maintenance Program, but without any other modification whatsoever.

"Component System" means any one of the computer software programs which is identified in Exhibit 1 as a Component System, including all copies of Source Code, Object Code and all related specifications, Documentation, technical information, and all corrections, modifications, additions, improvements and enhancements to and all Intellectual Property Rights for such Component System.

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of SunGard Public Sector includes the Software, all software provided with the Software, and algorithms, methods, techniques and processes revealed by the Source Code of the Software and any software provided with the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Recipient; (ii) the Discloser regularly discloses to third parties without restriction on disclosure; or (iii) the Recipient obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

"Discloser" means the party providing its Confidential Information to the Recipient.

"Documentation" means the on-line and hard copy functional and technical specifications that SunGard Public Sector provides for a Baseline Component System, and that describe the functional and technical capabilities of the Baseline Component System in question.

"Execution Date" means the latest date shown on the signature page of this Agreement.

"Equipment" means a hardware and systems software configuration meeting the "Equipment" criteria set forth in Exhibit 1.

"Intellectual Property Rights" means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

"Software" means the Component Systems listed in Exhibit 1.

"Object Code" means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

"Recipient" means the party receiving Confidential Information of the Discloser.

"Software Supplement" means, with respect to a Component System, the addendum provided as part of Exhibit 1 that contains additional terms, conditions, limitations and/or

#4.

other information pertaining to that Component System. If any terms of a Software Supplement conflicts with any other terms of this Agreement, the terms of the Software Supplement will control.

"Source Code" means computer programs written in higher-level programming languages, sometimes accompanied by English language comments and other programmer documentation.

"Contract Year" means, with respect to each Baseline Component System and Custom Modification, the period identified in Exhibit 1.

"Custom Modification" means a change that SunGard Public Sector has made at Customer's request to any Component System in accordance with a SunGard Public Sector-generated specification, but without any other changes whatsoever by any person or entity. Each Custom Modification for which SunGard Public Sector will provide Customer with Improvements is identified in Exhibit 1.

"Defect" means a material deviation between the Baseline Component System and its Documentation, for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control. Further, with regard to each Custom Modification, "Defect" means a material deviation between the Custom Modification and the SunGard Public Sector-generated specification and documentation for such Custom Modification, and for which Defect Customer has given SunGard Public Sector enough information to enable SunGard Public Sector to replicate the deviation on a computer configuration that is both comparable to the Equipment and that is under SunGard Public Sector's control.

"Enhancements" means general release (as opposed to custom) changes to a Baseline Component System or Custom Modification which increase the functionality of the Baseline Component System or Custom Modification in question.

"Improvements" means, collectively, Maintenance, Enhancements and New Releases provided under this Agreement.

"Maintenance" means using reasonable efforts to provide Customer with avoidance procedures for or corrections of Defects. The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System and Custom Modification, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System and Custom Modification are described in attached Exhibit 2.

"New Releases" means new editions of a Baseline Component System or Custom Modification, as applicable.

"Notification" means a communication to SunGard Public Sector's help desk by means of: (i) SunGard Public Sector's web helpline; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with SunGard Public Sector's then-current policies and procedures for submitting such communications.

2. Services.

(a) Types of Services. During the term of this Agreement, SunGard Public Sector will provide Customer with Maintenance for, Enhancements of, and New Releases of each Baseline Component System and each Custom Modification identified in Exhibit 1.

(b) Limitations. All Improvements will be part of the applicable Baseline Component System/Custom Modification, and will be subject to all of the terms and conditions of the License Agreement and this Agreement. Customer must provide SunGard Public Sector with such facilities, equipment and support as are reasonably necessary for SunGard Public Sector to perform its obligations under this Agreement, including remote access to the Equipment.

3. Payment and Taxes.

(a) Maintenance Fees. For the Improvements, Customer will pay SunGard Public Sector the amount provided for in Exhibit 1 as the "Payment Amount" for the first Contract Year. For each Contract Year subsequent to the initial Contract Year, SunGard Public Sector reserves the right to increase the Improvements

fees. Fees for Improvements for a Baseline Component System/Custom Modification are due on the first day of the first month of the Contract Year for that Baseline Component System/Custom Modification.

(b) Additional Costs. Customer will also reimburse SunGard Public Sector for actual travel and living expenses that SunGard Public Sector incurs in providing Customer with Improvements under this Agreement, with reimbursement to be on an as-incurred basis. Such travel and living expenses will be governed by SunGard Public Sector's Corporate Travel and Expense Reimbursement Policy and will be invoiced on a monthly basis in arrears and due within thirty (30) days from the date of invoice.

(c) Taxes. Customer is responsible for paying all taxes (except for taxes based on SunGard Public Sector's net income or capital stock) relating to this Agreement, the Improvements, any services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide SunGard Public Sector with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, SunGard Public Sector will invoice Customer for and Customer will pay to SunGard Public Sector all such tax amounts.

(d) Late Charges. Customer will pay each SunGard Public Sector invoice by no later than thirty (30) days after receipt. Late payments are subject to a late charge equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania plus three percent (3%); or (ii) the highest rate permitted by applicable law.

4. Term. This Agreement will remain in full force and effect throughout the initial Contract Year. After the initial Contract Year, this Agreement will renew for an additional Contact Year unless, at least six (6) months prior to the expiration of the initial Contract Year, Customer notifies SunGard Public Sector in writing of Customer's intent not to renew the Agreement for the second Contract Year. After the second Contract Year, this Agreement will automatically be extended for consecutive Contract Years on a year-to-year basis unless either party notifies the other in writing of its intent not to extend this Agreement for any particular Baseline Component System/Custom Modification at least six (6) months prior to the expiration of the then-current Contract Year.

5. Disclaimer of Warranties. Customer agrees and understands that **SUNGARD PUBLIC SECTOR MAKES NO WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH REGARD TO ANY IMPROVEMENTS AND/OR ANY OTHER MATTER RELATING TO THIS AGREEMENT, AND THAT SUNGARD PUBLIC SECTOR EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FURTHER, SUNGARD PUBLIC SECTOR EXPRESSLY DOES NOT WARRANT THAT A COMPONENT SYSTEM, ANY CUSTOM MODIFICATION OR ANY IMPROVEMENTS WILL BE USABLE BY CUSTOMER IF THE COMPONENT SYSTEM OR CUSTOM MODIFICATION HAS BEEN MODIFIED BY ANYONE OTHER THAN SUNGARD PUBLIC SECTOR, OR WILL BE ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE OTHER THAN THE EQUIPMENT.**

6. Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, then the party seeking to terminate this Agreement can effect such termination by providing the other party with a termination notice that specifies the effective date of such termination. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

#4.

7. **Confidential Information.** Except as otherwise permitted under this Agreement, the Recipient will not knowingly disclose to any third party, or make any use of the Discloser's Confidential Information. The Recipient will use at least the same standard of care to maintain the confidentiality of the Discloser's Confidential Information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Recipient's receipt of that item. However, Customer's obligations to maintain both the Software and any software provided with the Software as confidential will survive in perpetuity.

8. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices.

9. **Force Majeure.** Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

10. **Assignment.** Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or of Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: SunGard Public Sector's assignment of this Agreement or of any SunGard Public Sector rights under this Agreement to SunGard Public Sector's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and SunGard Public Sector's assignment of this Agreement to any person or entity to which SunGard Public Sector transfers any of its rights in the Software.

11. **No Waiver**. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

12. **Choice of Law; Severability.** This Agreement will be governed by and construed under the laws of the State of Florida, without reference to the choice of laws provisions thereof. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

13. **LIMITATIONS OF LIABILITY.**

(a) **LIMITED LIABILITY OF SUNGARD PUBLIC SECTOR.** SUNGARD PUBLIC SECTOR'S LIABILITY IN CONNECTION WITH THE IMPROVEMENTS OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE FEES THAT CUSTOMER ACTUALLY PAID TO SUNGARD PUBLIC SECTOR FOR THE IMPROVEMENTS FOR THE YEAR THAT SUCH LIABILITY ARISES.

(b) **EXCLUSION OF DAMAGES.** REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL SUNGARD PUBLIC SECTOR BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT SUNGARD PUBLIC SECTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) BASIS OF THE BARGAIN. **CUSTOMER ACKNOWLEDGES THAT SUNGARD PUBLIC SECTOR HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.**

14. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement.

#4.

EXHIBIT 2
Maintenance Standards

I. **Hours During Which SunGard Public Sector's Telephone Support Will be Available to Customer in Connection with the Provision of Maintenance:** Unless otherwise noted in Exhibit 1, support hours are Monday through Friday, 7:00 A.M. to 6:00 P.M. Customer's Local Time within the continental United States, excluding holidays ("5x11").

II. **Targeted Response Times.** With respect to SunGard Public Sector's Maintenance obligations, SunGard Public Sector will use diligent, commercially reasonable efforts to respond to Notifications from Customer relating to the Baseline Component Systems/Custom Modifications identified in Exhibit 1 of this Agreement in accordance with the following guidelines with the time period to be measured beginning with the first applicable SunGard Public Sector "Telephone Support" hour occurring after SunGard Public Sector's receipt of the Notification:

Priority	Description	Response Goal*	Resolution Goal*
Urgent 1	A support issue shall be considered **Urgent** when it produces a Total System Failure; meaning SunGard Public Sector's Component Systems are not performing a process that has caused a complete work stoppage.	SunGard Public Sector has a stated goal to respond within 60 minutes of the issue being reported and have a resolution plan within 24 hours.	Although resolution times vary depending on the exact issue and customer environment, SunGard Public Sector has a stated goal to resolve an urgent issue within 24 hours OR provide a resolution plan with urgent issues within 24 hours of the issue being reported. A resolution plan details the steps necessary to understand and possibly resolve the issue.
Critical 2	A support issue shall be considered **Critical** when a critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing a critical process and prevents the continuation of basic operations. Critical problems do not have a workaround. This classification does not apply to intermittent problems.	SunGard Public Sector has a stated goal to respond within two hours of the issue being reported.	
Non-Critical 3	A support issue shall be considered **Non-Critical** when a non critical failure in operations occurs; meaning SunGard Public Sector's Component Systems are not performing non-critical processes, but the system is still usable for its intended purpose or there is a workaround.	SunGard Public Sector has a stated goal to respond within four hours of the issue being reported.	
Minor 4	A support issue will be considered **Minor** when the issue causes minor disruptions in the way tasks are performed, but does not affect workflow or operations. This may include cosmetic issues, general questions, and how to use certain features of the system.	SunGard Public Sector has a stated goal to respond within 24 hours of the issue being reported.	

** Measured from the moment a Case number is created. As used herein a "Case number" is created when a) SunGard Public Sector's support representative has been directly contacted by Customer either by phone, email, in person, or through SunGard Public Sector's online support portal, and b) when SunGard Public Sector's support representative assigns a case number and conveys that case number to the Customer.*

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

RE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN ADDENDUM TO THE CALIFORNIA CITIES FOR SELF RELIANCE JOINT POWERS AUTHORITY AGREEMENT REGARDING THE APPOINTMENT OF THE AUTHORITY TREASURER.

SUMMARY:

Since 2006, the City of Compton has been a member of the California Cities for Self Reliance Joint Powers Authority. The attached resolution will authorize the City Manager to execute, on behalf of the City of Compton, an addendum to the Authority's Joint Powers Agreement which will amend the Agreement to allow for the rotation of the position of Treasurer amongst Authority members.

BACKGROUND:

In 2001, the cities of Bell Gardens, Commerce, Gardena and Hawaiian Gardens (the "Founding Members") formed the California Cities for Self Reliance Joint Powers Authority (the "Authority"). Pursuant to California Government Code Section 6500 *et seq.,* the Founding Members executed a Joint Powers Agreement (the "Agreement"). The Agreement was amended in September 2006 to admit the City of Compton and the City of Inglewood as "Trade Members."

The members of the Authority consist of cities that are authorized to license the operation and ownership of card clubs (i.e. gaming establishments) and regulate the operations thereof. The Authority was formed as a coalition of cities that seek to protect their constituents and ensure the continuation of revenues collected from gaming establishments within their cities. More specifically, the cities were troubled over the restored ability of Native American tribal governments to acquire land outside existing reservations to promote Las Vegas style casinos. While not entirely opposed to lawful tribal gaming, there was/is trepidation over the expansion of "off reservation" casinos into urban and metropolitan communities and the ability of restored tribes to exercise exceptions in the gaming laws afforded to tribal casinos.

A primary mission of the Authority is to present a united front before the legislative and executive branches of government, both in Sacramento and in

#5.

Washington D.C., to educate and familiarize policy makers of the impacts of the siting of tribal casinos in California, and bring to the attention of lawmakers the unfairness of a potential monopoly of tribal gaming, which may have overwhelming and long term impacts on public policies, local governments and the ability of elected local officials to protect their communities.

STATEMENT OF THE ISSUE:

The proposed addendum will allow the appointment of the Treasurer for the Authority; currently limited to Founding Members; to rotate amongst all current members of the Authority.

If the addendum is approved by the members, the City Treasurer for the City of Bell Gardens will serve as Treasurer of the Authority. If for any reason the City Treasurer for the City of Bell Gardens cannot serve, then the Treasurer for the Authority will rotate to the next member city in alphabetical order, following with Commerce, then Compton, and so forth.

FISCAL IMPACT:

There is no anticipated fiscal impact with the adoption of this resolution or approval of the proposed addendum.

RECOMMENDATION:

It is recommended that the attached resolution be adopted.

G. HAROLD DUFFEY
CITY MANAGER

GHD:CJC:RAR:rar

ADDENDUM TO

CALIFORNIA CITIES FOR SELF-RELIANCE

JOINT POWERS AUTHORITY

AGREEMENT

TO AMEND THE JOINT POWERS AGREEMENT REGARDING THE APPOINTMENT OF A TREASURER

THIS JOINT POWERS AGREEMENT ("Agreement") is made and entered into by and among the City of Bell Gardens ("Bell Gardens"), the City of Commerce ("Commerce"), the City of Compton ("Compton"), the City of Gardena ("Gardena") the City of Hawaiian Gardens ("Hawaiian Gardens") and the City of Inglewood ("Inglewood") each of which is a municipal corporation (hereafter called "Members").

RECITALS

A. The California Cities for Self-Reliance Joint Powers Authority was established on July 11, 2001 by the execution of the California Cities for Self-Reliance Joint Powers Authority Agreement by and among the City of Bell Gardens, the City of Commerce, the City of Gardena and the City of Hawaiian Gardens ("Agreement").

B. On September 12, 2006 the California Cities for Self-Reliance Joint Powers Authority approved the Addendum to admit the City of Compton and the City of Inglewood as Trade Members.

C. The Members hereof desire to rotate the position of treasurer among its Members.

NOW, THEREFORE, the parties hereto agree as follows:

1. Subsection 2 of Section 10 of the Joint Powers Agreement shall be amended to read as follows:

> The Treasurer and Auditor or Controller of the Authority shall be the Treasurer and the Auditor of Controller of the City of Bell Gardens. If the prior officer does not serve, then the Treasurer and Auditor or Controller of the Authority shall be the Treasurer and the Auditor of Controller of the City of Commerce. If the prior officers do not serve, then the Treasurer and Auditor or Controller of the Authority shall be the Treasurer and the Auditor of Controller of the City of Compton. If the prior officers do not serve, then the Treasurer and Auditor or Controller of the Authority shall be the Treasurer and the Auditor of Controller of the City of Gardena. If the prior officers do not serve, then the Treasurer and Auditor or Controller of the Authority shall be the Treasurer and the Auditor of Controller of the City of Hawaiian Gardens. If the prior officers do not serve,

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN ADDENDUM TO THE CALIFORNIA CITIES FOR SELF RELIANCE JOINT POWERS AUTHORITY AGREEMENT REGARDING THE APPOINTMENT OF THE AUTHORITY TREASURER.

WHEREAS, Section 6500 *et seq.,* of the California Government Code provides that two or more cities may, by agreement, jointly exercise any powers common to the cities to the agreement and may by that agreement create an entity which is separate from the cities to the agreement; and

WHEREAS, the California Cities for Self Reliance Joint Powers Authority ("Authority") was formed on July 11, 2001, by the execution of a Joint Powers Authority Agreement ("Agreement") by and between the cities of Bell Gardens, Commerce, Gardena and Hawaiian Gardens; and

WHEREAS, on September 12, 2006, the cities of Bell Gardens, Commerce, Gardena and Hawaiian Gardens approved Addendums to the Agreement to admit the City of Compton and the City of Inglewood as Trade Members of the Authority; and

WHEREAS, members of the Authority consist of cities that are authorized to license the operation and ownership of card clubs (i.e. gaming establishments), license employees to work in gaming establishments and otherwise regulate the operations of gaming establishments; and

WHEREAS, the Authority was formed as a coalition of cities that seek to protect their constituents and ensure the continuation of revenues collected from gaming establishments within their cities.

WHEREAS, the attached addendum will allow the appointment of the Treasurer for the Authority; currently limited to Founding Members; to rotate amongst all current members of the Authority.

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

Section 1. That the Addendum to the California Cities for Self Reliance Joints Powers Authority Agreement to Amend the Joint Powers Agreement (which is attached hereto and incorporated herein), to permit the rotation of the City Treasurers of the Member cities as the Treasurer and Auditor or Controller of the Authority is hereby approved and the City Manager, upon the advice of the City Attorney, is hereby authorized to take all necessary actions to implement the Addendum, including but not limited to the signing of contracts, agreements and other related documents.

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

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

ADOPTED this ____ day of _____, 2013.

_____

MAYOR OF THE CITY OF COMPTON

#5.

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, 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 _____, 2013.

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Attorney**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN ADDENDUM TO THE CALIFORNIA CITIES FOR SELF RELIANCE JOINT POWERS AUTHORITY AGREEMENT REGARDING THE APPOINTMENT OF THE AUTHORITY TREASURER.**

Ruth Rugley — DEPARTMENT MANAGER'S SIGNATURE
8/26/2013 7:29:57 PM — DATE

REVIEW / APPROVAL

<LegalName> — CITY ATTORNEY
<LegalDate> — DATE

<ControllerName> — CITY CONTROLLER
<ControllerDate> — DATE

G. Harold Duffey — CITY MANAGER
8/27/2013 6:03:40 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.

September 3, 2013

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: KELLY J. MONTGOMERY, (INTERIM) DIRECTOR
HUMAN RESOURCES DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ELECTING TO BE SUBJECT TO THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL ACT AND FIXING THE EMPLOYER'S CONTRIBUTION AT AN AMOUNT GREATER THAN PRESCRIBED BY SECTION 22892 OF THE CALIFORNIA GOVERNMENT CODE

BACKGROUND

Section 22892 of the California Government Code sets certain minimum rates of contribution for employee/retiree health care for agencies contracting with the California Public Employees' Retirement System (CalPERS) for employee medical and hospital care coverage.

The City of Compton is required to notify (CALPERS) of the City's rate of contribution for health insurance on behalf of all employees. This action is required so that the appropriate participant deduction can be made for active employees, retirees and/or annuitants.

The City of Compton, in all of its labor agreements, has committed to contribute on behalf of each entitled employee or retiree an amount equal to the Kaiser family rate for this region (currently set at $1,306.24 per month).

The contribution rate for all employee groups/organizations, unrepresented employees and retirees will be reported by resolution for the following groups/organizations:

Code	Employment Category
002	Compton Firefighters
004	Management
011	Police Lieutenants
012	Police Officers

013	Emergency Dispatchers
014	Police Captains
015	Non-Supervisory
017	Maintenance & Trades
018	Public Safety Auxiliary
019	Unrepresented Employees

While some of the employee organizations mentioned above are not currently active in the City, CalPERS prefers that, for reporting purposes, the categories remain the same because we have retirees who are still listed in these categories. The new contribution resolution will become effective on the first day of the second month (November, 2013) in which this Resolution is received by CalPERS. However, no rate change is anticipated until the CalPERS annual rate adjustment takes place in January, 2014.

STATEMENT OF THE ISSUE

The City has contractual responsibilities with the unions to fulfill its obligations towards health insurance contributions. In order for the City to properly register with CalPERS, the new contribution rate for employees, retirees and/or annuitants, the attached resolution must be adopted. This continuing resolution will allow the stated intent of the Council and the City's labor agreements to be implemented effectively and without interruption or hardship for employees and retirees.

ALTERNATIVE

Should this resolution not be adopted and annual adjustments made as required, retired employees and/or annuitants are likely to have the incorrect amount deducted from retirement warrants for health insurance coverage. Retired employees and annuitants are to receive the same contribution toward health insurance coverage as active employees with respect to employee groups.

FINANCIAL IMPACT

CalPERS has notified contracting agencies of an approximate 7.3% increase in the rate which determines the City's contribution towards

health insurance (Kaiser full-family rate) for calendar year 2014. This increase will amount to approximately $565,000.00 in FY 13-14. The City Controller has verified that funds are available in the retirement fund to offset the increase in cost.

RECOMMENDATION

It is recommended that the proposed resolution be adopted by the City Council.

KELLY J. MONTGOMERY, INTERIM DIRECTOR
HUMAN RESOURCES DEPARTMENT

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

#6.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ELECTING TO BE SUBJECT TO THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL ACT AND FIXING THE EMPLOYER'S CONTRIBUTION AT AN AMOUNT GREATER THAN PRESCRIBED BY SECTION 22892 OF THE CALIFORNIA GOVERNMENT CODE

WHEREAS, Government Code Section 22892 provides the benefits of the Public Employees' Medical and Hospital Care Act to employees of local agencies contracting with the California Public Employees' Retirement System (CALPERS), on proper application by local agency; and

WHEREAS, California Government Code Section 22892(a) provides that a local contracting agency shall fix the amount of the employer's contribution at an amount not less than the amount required under California Section 22892(b) (1) of the California Government Code; and

WHEREAS, the City of Compton, hereinafter referred to as Public Agency, is a local agency contracting with the CALPERS; and

WHEREAS, the Public Agency desires to continue providing for its employees, retirees and/or annuitants the benefit of the Act and to accept the liabilities and obligation of an employer under the Act and Regulations.

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

SECTION 1. That the Public Agency elects, and does hereby elect, to be subject to the provisions of the Act.

SECTION 2. That the City of Compton has fully complied with any and all applicable provisions of Government Code Section 7507 in electing the benefits set forth above.

SECTION 3. That the employer's contribution for each employee, retiree, and/or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of his/her family members, in a health benefits plan up to a maximum

of the Los Angeles Region, Kaiser Permanente three-party basic plan rate, plus administrative fees and contingency fund assessments for the following employee groups/organizations:

Code	Employment Category
002	Compton Firefighters
004	Management
011	Police Lieutenants
012	Police Officers
013	Emergency Dispatchers
014	Police Captains
015	Non-Supervisory
017	Maintenance & Trades
018	Public Safety Auxiliary
019	Unrepresented Employees

SECTION 4. That the legislative body appoints and directs, and it does hereby appoint and direct, the City Manager to file with the Board of Administration of the CALPERS, a verified copy of this Resolution, and to perform on behalf of the said Public Agency, all functions required of it under the Act and Regulations of the Board of Administration.

SECTION 5. That the new contribution rates will become effective on the first day of the second month in which this Resolution is received by CALPERS, pursuant to Section 22892 of the California Government Code.

SECTION 6. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller and Human Resources Department.

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

ADOPTED this ___ day of _____, 2013.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2013.

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Human Resources**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ELECTING TO BE SUBJECT TO THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL ACT AND FIXING THE EMPLOYER'S CONTRIBUTION AT AN AMOUNT GREATER THAN PRESCRIBED BY SECTION 22892 OF THE CALIFORNIA GOVERNMENT CODE**

Sheri Eaton	**8/29/2013 11:16:37 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**8/29/2013 6:05:51 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**8/29/2013 1:36:42 PM**
CITY CONTROLLER	DATE
G. Harold Duffey	**8/29/2013 1:31:18 PM**
CITY MANAGER	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.

September 3, 2013

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

FROM: **GLEN W. C. KAU, P.E., DIRECTOR**
PUBLIC WORKS AND MUNICIPAL UTILITIES

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE PURPOSE OF PAYING THE ANNUAL MEMBERSHIP FEE, I-710 CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT (EIR/EIS) REPORT AND SR-91/I-605/I-405 MAJOR CORRIDOR STUDY FEES FOR FISCAL YEAR 2013-2014**

SUMMARY

This resolution requests authorization to issue a purchase order to Gateway Cities Council of Governments (GCCOG) for the purpose of paying Annual Membership fee, I-710 Corridor Environmental Impact Report/Environmental Impact Statement (EIR/EIS) Report and SR- 91/I-605/I-405 Major Corridor Study fees for Fiscal Year 2013-2014.

BACKGROUND

I-710 Freeway

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

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

SR-91 and I-605 Freeway

The cities that comprise the GCCOG and are adjacent to the SR-91 and I-605 Freeway corridors have requested that the GCCOG prepare a proposal outlining their collective position on the modification and expansion of the corridors. The GCCOG has recommended that a needs assessment study of the SR-91 and I-605 corridors be conducted. The Joint Exercise of Powers Agreement of the GCCOG provides that affected members may execute an implementation agreement for the purpose of authorizing the GCCOG to implement, manage and administer area-wide and regional programs in the interest of local public welfare.

STATEMENT OF THE ISSUE

The Public Works Department receives invoices from GCCOG annually for Annual Membership and Participation in the Transportation Assessment, MTA Staff Support, I-710 EIR/EIS Report and SR-91/I-605/I-405 Major Corridor Study.

In order for the City of Compton to continue to participate in providing input and feedback in relation to how the recommended studies impact the City to GCCOG, annual fees must be paid. The amount to be expended for the 2013-2014 Fiscal Year exceeds the $25,000 threshold. Therefore, City Council authorization is necessary.

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

Annual Membership Dues	$ 9,500.00
Administration and Cost Sharing	$ 3,431.00
Transportation Assessment	$ 7,890.21
MTA Staff Support	$ 3,795.47
Local Participation in the EIR/EIS report for the I-710 Corridor	$25,000.00
Local Participation for SR-91/I-605/I-405 Major Corridor Study	$20,000.00
Grand Total :	**$69,616.68**

FISCAL IMPACT

Funds to pay for membership and participation fees for the above invoices in an amount not to exceed **Sixty Nine Thousand Six Hundred Sixteen Dollars and Sixty Eight Cents ($69,616.68)** are available in Public Works Department's 2013-2014 Fiscal Year budget in Account No.1518-710-000-4249 (Special Department Expense). Account balance as of this writing is $364,470.

ALTERNATIVES

The alternative is that the City of Compton would no longer be a part of the GCCOG and would not provide input with regards to the I-710 Corridor EIR/EIS Report and the SR-91/I-

605/I-405 Major Corridor Study.

RECOMMENDATION
It is recommended that the City Council approve the attached resolution authorizing the City Manager to issue a purchase order to Gateway Cities Council of Governments in the amount of $69,616.68.

GLEN W. C. KAU, P.E., DIRECTOR
PUBLIC WORKS AND MUNICIPAL UTILITIES

APPROVED FOR FOWARDING

HAROLD DUFFEY
CITY MANAGER

GHD:GK:RC

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE PURPOSE OF PAYING ANNUAL MEMBERSHIP, I-710 CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT (EIR/EIS) REPORT AND SR-91/I-605/I-405 MAJOR CORRIDOR STUDY FEES FOR FISCAL YEAR 2013-2014

WHEREAS, the Public Works Department requests authorization to issue a purchase order to Gateway Cities Council of Governments (GCCOG) for the purpose of paying Annual Membership, I-710 Corridor Environmental Impact Report/Environmental Impact Statement (EIR/EIS) Report and SR-91/I-605/I-405 Major Corridor Study fees for Fiscal Year 2013-2014; and;

WHEREAS, the mission of the GCCOG includes transportation planning for the sub-region, and advocating for maximum public sector funding for city and sub-regional projects and the GCCOG adopted improvement of the I-710 freeway as one of its transportation priorities; and

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

WHEREAS, the cities that comprise the GCCOG and are adjacent to the SR-91, I-605 & I-405 Freeway corridors have requested that the GCCOG prepare a proposal outlining their collective position on the modification and expansion of the corridors; and

WHEREAS, the Joint Exercise of Powers Agreement of the GCCOG provides that affected members may execute an implementation agreement for the purpose of authorizing the GCCOG to implement, manage and administer area-wide and regional programs in the interest of local public welfare; and

WHEREAS, the Public Works Department receives invoices from GCCOG annually for Annual Membership and Participation in the Transportation Assessment, MTA Staff Support, I-710 EIR/EIS Report and SR-91/I-605/I-405 Major Corridor Study; and

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

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

Annual Membership Dues	$ 9,500.00
Administration and Cost Sharing	$ 3,431.00
Transportation Assessment	$ 7,890.21
MTA Staff Support	$ 3,795.47
Local Participation in the EIR/EIS report for the I-710 Corridor	$25,000.00
Local Participation for SR-91/I-605/I-405 Major Corridor Study	$20,000.00
Grand Total	**$69,616.68**

#7.

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

SECTION 1. That the City Manager is authorized to issue a purchase order to GCCOG in the amount of $69,616.68 (Sixty Nine Thousand Six Hundred Sixteen Dollars and Sixty Eight Cents) for Fiscal Year 2013-2014 annual membership and other fees.

SECTION 2. Funds to pay for membership and participation fees for the above invoices are available in Public Works Department's 2013-2014 Fiscal Year budget in Account No. 1518-710-000-4249 in the amount not to exceed **$**69,616.68.

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 _____, 2013.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2013.

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: **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 GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE PURPOSE OF PAYING ANNUAL MEMBERSHIP, I-710 CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT (EIR/EIS) REPORT AND SR-91/I-605/I-405 MAJOR CORRIDOR STUDY FEES FOR FISCAL YEAR 2013-2014**

Glen Kau	**7/23/2013 4:03:52 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

<LegalName>	**<LegalDate>**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**8/22/2013 6:11:38 PM**
CITY CONTROLLER	DATE
G. Harold Duffey	**8/12/2013 7:11:52 PM**
CITY MANAGER	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.

September 3, 2013

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

FROM: **GLEN W. C. KAU, P.E., DIRECTOR**
PUBLIC WORKS AND MUNICIPAL UTILITIES

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND A CONSTRUCTION/INSTALLATION SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER TO ECONOLITE GROUP, INC. FOR THE DEVELOPMENT AND INSTALLATION OF THE ADVANCED TRANSPORTATION MANAGEMENT SYSTEM LOCATED IN THE TRAFFIC MANAGEMENT OPERATIONS CENTER AT THE MARTIN LUTHER KING JR. TRANSIT CENTER (CIP# 12-01)**

SUMMARY

This resolution authorizes the City Manager to enter into two (2) agreements and issue purchase orders to Econolite Group, Inc. ("Econolite") for the preparation of a Site Survey and development and installation of the Advanced Transportation Management System (ATMS), to be located in the Traffic Management Operations Center at the Martin Luther King Jr. Transit Center (Transit Center).

BACKGROUND

The City of Compton (City) is interested in deploying an Advanced Transportation Management System (ATMS) to manage and control the signalized intersections. As part of the deployment, the City intends to install a wireless Ethernet communications network to provide communications from its signalized intersections back to the Transit Center where the ATMS will be housed. Econolite is proposing deployment of the Centracs ATMS in combination with a communications network based on Intuicom Wireless Ethernet equipment.

Due to available funding, the City will be deploying the wireless network in phases. The first phase (covered by this proposal) will provide communications between the Transit Center and up to 47 of the City's traffic signals. Subsequent phases will extend the network to provide communications to the remainder of the City's 110 signalized intersections.

Econolite has provided information on the products, technical solutions and tasks they believe will meet the City's ultimate needs. They have included a copy of the full Centracs software and system specification as Appendix A in their proposal to document the extent of software functionality being provided.

The City already uses Econolite traffic controllers, intersection signal cabinets and Autoscope video detection. The use of Centracs will provide the City with the opportunity to easily integrate their existing infrastructure equipment, and save on additional technology costs. With the use of Centracts, the City can be assured that Econolite's systems components will remain compatible, regardless of the changes or upgrades made in any of Econolite's current software and hardware applications. Therefore, Econolite submitted the Sole Source Justification Letter attached as evidence and justification for sole-sourcing Centracs ATMS software.

STATEMENT OF THE ISSUE

Staff received a single proposal from Econolite in the amount of $497,205 for Phase One (1) of the Advanced Transportation Management System, covering 47 intersections that would be constructed within the current funding allocation. Phase Two of the ATMS is to include the remaining 63 intersections, and would be completed based on the availability of future funding. Econolite is headquartered in Anaheim, California, and has been a longstanding manufacturer of citywide traffic controllers.

Staff also received a site survey proposal from Econolite Group Company in the amount of $84,300 for professional site survey of the citywide signal system. The site survey would allow Econolite to visually inspect each traffic control cabinet located at 110 intersections to ensure the compatibility with the new system. This survey will help satisfactory wireless communication performance of the ATMS. Econolite's total proposal cost is $581,505.

ALTERNATIVE

Should the City elect to use another manufacturer of traffic controller, the City should expect to incur additional costs for the replacement of controllers and additional programming/configuration labor required to implement the replacement controllers. This would add unnecessary costs to the traffic management system upgrade project plans.

FINANCIAL IMPACT

Funding for the project in the total amount of $581,505 is approved in the FY 2013-14 Budget, Public Works Account No. 1900-710-000-4249. The balance as of this writing is $715,021.

Cost Breakdown:

Econolite Installation Proposal	$497,205
Site Survey Proposal	$ 84,300
	Total: $581,505

RECOMMENDATION
Staff recommends the adoption of the attached Resolution.

GLEN W. C. KAU, P.E., DIRECTOR
PUBLIC WORKS/MUNICIPAL UTILITIES

APPROVED FOR FOWARDING

G. HAROLD DUFFEY
CITY MANAGER

GHD:GK:RC

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
ECONOLITE CONTROL PRODUCTS, INC.
[Intuicom On-Site Wireless Site Survey]

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **ECONOLITE CONTROL PRODUCTS, INC.** (hereinafter referred to as **"CONSULTANT"**), located at 3360 East La Palma Avenue, Anaheim, California 92806.

RECITALS:

WHEREAS, the **CITY** plans to deploy an Advanced Transportation Management System (ATMS), to be located within the Traffic Management Operations Center at the Martin Luther King Jr. Transit Center; and

WHEREAS, there is a need to assure that the new ATMS will be compatible with the **CITY's** existing traffic control equipment located on the City streets; and

WHEREAS, the **CONSULTANT** (Econolite Control Products, Inc.) will provide professional site surveying throughout the **CITY's** signal system to document existing equipment and recommend necessary revisions and upgrades to assure equipment compatibility; and

WHEREAS, by Resolution No. _____, adopted on the __ of _____ 2013, the City Council authorized the City Manager to accept the proposal of the **CONSULTANT** and enter into a contract to provide the necessary services; and

WHEREAS, CONSULTANT warrants that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this project; and

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

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

AGREEMENT:

1. SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT

It is the mutual understanding of the parties that the **CONSULTANT** shall perform and be responsible for providing professional site surveying of the **CITY's** citywide signal system by visually inspecting each traffic control cabinet located at all listed intersections to document the existing equipment and recommend equipment changes and/or upgrades to assure

compatibility with the new Econolite Advanced Transportation Management System ("AMTS"), to be located within the Traffic Management Operations Center at the Martin Luther King Jr. Transit Center. Significant project deliverables of the site survey shall include, but not be limited to the following tasks:

- Survey of 4-6 wireless locations per day (based on network site and overall layout)
- Completion of a Google Earth file (containing all locations) and application overview to be submitted to Intuicom for on-site engineering services)
- Authorized installers will supply and operate bucket truck to assist Intuicom personnel with antenna alignment and testing of wireless connections
- Intuicom engineer will generate site survey report (includes propagation simulation models, real world RF statistics (RSSI & Noise), wireless hardware list
- Visual inspection of all proposed antenna mounting locations will be reviewed and documented

as more fully discussed in the **CONSULTANT's Proposal Re Intuicom Site Survey** (dated May 10, 2012)**,** which is incorporated by this reference.

It is understood and agreed that **CONSULTANT** has the professional skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement and that **CITY** relies upon the professional skills of **CONSULTANT** to do and perform **CONSULTANT's** work in a skillful and professional manner.

CONSULTANT agrees to perform all the said services and furnish all the necessary materials, supplies and equipment 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.

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** 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.

Roy Howard, Project Manager of **CONSULTANT**, shall be primarily responsible for representing **CONSULTANT** in performance of this Agreement.

3. DURATION OF CONTRACT

CONSULTANT agrees to commence the services provided for herein upon written Notification to Proceed from the **CITY** and to continue in a diligent and professional manner until the project is complete, unless terminated earlier. The parties anticipate that **CONSULTANT's** services may be completed within ten (10) weeks after commencement.

4. COMPENSATION

The method of payment for this Contract will be on a fee-for-services basis as specified within **CONSULTANT's Proposal Re Intuicom Site Survey**. The total price paid the **CONSULTANT** will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the **CONSULTANT**, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the **CONSULTANT** and the **CITY**. Adjustment in the total compensation will not be effective until authorized and approved by the **CITY.**

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

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

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

As full and complete compensation for performance of all the services performed by the **CONSULTANT** pursuant to this Agreement, **CITY** shall pay, and **CONSULTANT** agrees to accept, a not-to-exceed maximum sum of **Eighty Four Thousand Three Hundred Dollars ($84,300.00).**

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

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 provided to **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 himself, his 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 indemnify and save the **CITY** from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent 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 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:

1. General Liability: **CONSULANT** 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.

2. 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.

3. 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.

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

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

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

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

d. Identity of the insured(s) 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 and subcontractors 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**.

Prior to commencement of services provided by 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. WAIVERS

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

16. 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,** at its expenses, for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at **CONSULTANT's** address indicated for receipt of notices in this Agreement.

17. EXAMINATION AND AUDIT

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

18. TERMINATION

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

a. The **CITY** may terminate this Agreement at any time by giving five (5) days written notice of termination to **CONSULTANT**. If the **CITY** gives such notice of termination, **CONSULTANT** shall cease immediately all work in progress, unless otherwise directed by the **CITY**.

b. **CONSULTANT** may terminate this Agreement at any time upon ten (10) days written notice of termination to the **CITY.**

c. If **CONSULTANT** fails to perform or breaches any material obligation under this Agreement, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, the **CITY** may terminate this Agreement immediately without further notice.

d. 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.

e. 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**.

f. 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.

19. 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.

20. CONFIDENTIAL INFORMATION

All information relating to **CITY** that is known to be confidential or proprietary, or which is clearly identified as such, will be held in confidence by **CONSULTANT** and will not be disclosed or used by **CONSULTANT** except to the extent that such disclosure or use is reasonable necessary to the performance of this Agreement.

21. GOVERNING LAW AND SEVERABILTIY

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, any attachments hereto and documents incorporated herein, 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

Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective three (3) business days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

TO CONSULTANT:

Econolite Control Products, Inc.
3360 East La Palma Avenue
Anaheim, California 92805
Attn: Roy Howard, Project Manager
(714) 630-3700
(714) 30-6349 – fax.

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 Director shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.

24. MISCELLANEOUS and CERTIFICATIONS

CERTIFICATIONS OF CONSULTANT

I, **J.P. Spinazze, HEREBY CERTIFY** that I am the Senior Vice President of Sales, and duly authorized representative of the **CONSULTANT** firm of Econolite Control Products, Inc., and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

DEBARMENT AND SUSPENSION CERTIFICATION

The **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 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.

Exceptions will not necessarily result in denial of award, but will be considered in determining **CONSULTANT** responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

_____ _____

J.P. Spinazze, Senior vice President of Sales **(Date)**
Econolite Control Products, Inc.

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

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

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

ECONOLITE CONTROL PRODUCTS, INC.
CONSULTANT

Dated: _____ **By _____**
J. P. Spinazze, Senior Vice President of Sales

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Glen W.C. Kau, P.E. (Interim) Director
Public Works/Municipal Utilities 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

CONSTRUCTION/INSTALLATION SERVICES AGREEMENT BETWEEN CITY OF COMPTON AND ECONOLITE CONTROL PRODUCTS, INC.

[Centracs Advanced Transportation Management System]

This **AGREEMENT** is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"City"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **ECONOLITE CONTROL PRODUCTS, INC.** (hereinafter referred to as **"Contractor"**) located at 3360 East La Palma Avenue, Anaheim, California 92806.

RECITALS:

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

B. Contractor is a corporation duly organized and in good standing in the State of California. Contractor represents that it is duly licensed by the State of California and has the background, knowledge, experience and expertise to perform the obligations set forth in this Agreement.

C. City and Contractor enter into this Agreement for the purpose of retaining Contractor to perform that work required for the installation, integration, training and testing of a fully functional Centracs Advanced Transportation Management System ("Project").

D. Authorization to enter into this Agreement is pursuant to Resolution No. _____, adopted by the City Council on _____, 2013.

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

1.0 GENERAL PROVISIONS

1.1 Definitions.

1.1.1 "Work" consists of all of the Construction Services, including but not limited to all of the labor, materials and equipment necessary to complete the Project in accordance with the Contract Documents.

1.1.2 "Contract Documents" consists of this Agreement (including all exhibits and schedules), any amendments and clarifications issued thereto, the "Proposal" and any "Bid/Unit Price Proposal" submitted by the Contractor, the plans, standard and technical specifications, schedules, exhibits, drawings, notice to proceed, notice of completion, any Change Orders, and regulations, laws, safety orders, ordinances and codes of State and local authorities having jurisdiction, and any and all other documents identified in the Contract Documents which together form the agreement between the City and the Contractor.

1.2 Public Work of Improvement.

City and Contractor acknowledge that City is a political subdivision of the State of California and that construction of the Project is to be funded with public funds.

1.3 Trust and Confidence.

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

1.4 Standard of Care.

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

1.5 Compliance with Applicable Laws.

Contractor shall give all notices and comply with all applicable laws and lawful orders of any governmental authorities (including, without limitation, those laws, ordinances, rules, regulations and lawful orders relating to safety, prevailing wage, Hazardous Substances, and equal employment opportunities); pay all local, state and federal taxes; and pay all benefits, insurance, taxes and contributions for Social Security and Unemployment Insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. Upon City's request, Contractor shall furnish evidence satisfactory to City that any and all of the foregoing obligations have been fulfilled. Without limiting the foregoing, Contractor shall pay all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work.

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

1.5.1 The Contractor's duty to pay prevailing wages can be found under California Labor Code Section 1770 et seq. and the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment can be found in California Labor Code Sections 1775 and 1777.7, as such wage rates are amended from time to time. It is the Contractor's responsibility to ensure payment of prevailing wages and inform all sub-contractors that prevailing wage requirements apply to this construction project from commencement of the Contract through completion of the work.

.1 Contractor shall pay all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work. Contractor shall forfeit to the City,

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

1.6 Key Personnel.

1.6.1 Contractor's Representative. Contractor hereby designates **Roy Howard, Project Manager** of Contractor as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

.1 Before starting the Work, City shall have the authority to not approve the Contractor's proposed representative. The City shall inform the Contractor in writing and request a replacement representative. The City shall have the authority to require the Contractor to remove its representative at any time without cause and at no cost to the City.

1.7 Independent Contractor.

Contractor shall be an independent Contractor, and neither Contractor, its officers, principals, employees, agents, volunteers and subcontractors (collectively hereinafter the "Contractor"), shall be considered employees or agents of City. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Agreement. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights.

1.8 Permits.

Contractor understands and assumes all risk and sole responsibility, without any adjustment to the Contract Price or Contract Time, for obtaining all permits, licenses and approvals that may be necessary for the Project to be completely constructed and ready for use by City.

Prior to commencement of the Work, the Contractor shall purchase a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

2.0 SCOPE OF SERVICES

2.1 It is the mutual understanding of the parties that all construction services to be performed hereunder shall be performed pursuant to the fee schedule, scope of work, the City Engineer and/or Project Manager, and other requirements contained in the Contract Documents. Contractor agrees to provide and furnish all necessary professionals, managers, supervisors, staff, equipment, materials, laborers and other facilities required to complete the following work:

INSTALLATION AND INTEGRATION FOR UP TO 47 INTERSECTIONS, DEPLOYMENT OF THE CENTRACS ADAVANCED TRANSPORTATION MANAGEMENT SYSTEM ('ATMS") IN COMBINATION WITH A COMMUNICATIONS NETWORK BASED ON INTUICOM WIRELESS ETHERNET EQUIPMENT, INCLUDING PERFORMANCE OF TASKS REQUIRED FOR SET UP, ON-SITE INSTALLATION, TRAINING AND TESTING. ("PROJECT")

Project shall include the following work:

- Project Management – including provision of a seasoned project manager for all ATMS installations
- Finalize Network Design – including provision of a design report detailing the configuration of the system, including intersection controllers, communication connectivity and central hardware configuration
- Central System Procurement – including provision of one application/database server, one communications server, three workstations, two network switched, an equipment rack and rack accessories
- Factory Testing and Configuration
- Network Deployment – including installation and configuration of wireless equipment at a total of up to 49 locations – up to 47 Phase 1 intersections, plus the Courthouse building and the Martin Luther King Jr. Transit Center ("MLK") Center
- Centracs On-Site Integration – including on-site system installation and integration, to include configuring the system using one application server, one communications server, three workstations and the required peripherals
- Documentation
- Training – including one (1) two-day session with all training materials for the Centracs system and one (1) two-day session with all training materials for the communications network
- Centracs Acceptance Testing
- Project Acceptance
- On-Going Support

as more fully described within Contractor's **"Centracs Advanced Transportation Management System Proposal"** (dated March 8, 2012), which is attached hereto and incorporated hereby.

2.2 Management of Construction Work.

In addition to the construction work, Contractor shall perform and provide all the usual and necessary traditional construction management services incident to construction projects of the nature and scope of this Project. The services required are not intended in any

manner to diminish the overall responsibility of Contractor for the full and final completion of the construction work within the time and cost constraints specified in this Contract.

Contractor shall bear all costs associated with this Work, including, but not limited to, all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, obtaining storage yard for the duration of the Work, etc., used by Contractor in connection with this Work.

3.0 CONTRACT PRICE

3.1 Total Compensation.

As full and complete compensation for all of the Work hereunder performed by Contractor in accordance with the Contract Documents, City shall pay, and Contractor agrees to accept, a not-to-exceed maximum sum of **Four Hundred Ninety Seven Thousand Two Hundred Five Dollars ($497,205.00)** ("Contract Price")**,** subject to adjustments for changes in the Work as may be agreed to in writing by the City and Contractor.

3.2.1 The Contract Price, unless changed by Change Order, represents the absolute limit of obligation or liability that City may ever have insofar as the cost for full and final completion of the Work, and the total of all payments to Contractor are concerned. Should additional amounts be required to be expended, over and above the Contract Price, to achieve completion of the Work, including project construction, and payment to Contractor, in accordance with this Contract, liability for and payment of such additional amounts shall be the sole responsibility of Contractor and its Contract surety herein, and City shall not be liable for same. Should the final cost of the construction work and Contractor's compensation total less than the Contract Price, or any approved revision thereof, the difference shall inure to the benefit of City and no claim for all or any portion of said difference shall be valid against or payable by City.

3.2 Payments.

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

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

3.3 Retention.

Contractor agrees to the withholding of a 5% retention fee by the City**.** Unless there is a dispute, within sixty (60) days after the date of completion of the Work, the retention fee shall be released. If there is a dispute, the City may withhold from the final payment an amount not to exceed 150% of the disputed amount. For purposes of this section, "completion" means any of the following:

- The occupation and use of the improvement by the City after cessation of labor on the Work; or
- The acceptance of the Work by the City; or
- Cessation of labor on the Work of improvement for continuous period of at least 100 days, due to factors beyond the control of the City; or
- Cessation of labor on the Work of improvement for continuous period of at least 30 days if the City files for record a notice of cessation or a notice of completion.

-OR-

Pursuant to *Section 22300* of the *Public Contract Code* of the State of California, Contractor has the option to deposit securities with a state or federally chartered bank in California, as the escrow agent, as a substitute for retention earnings required to be withheld by the City pursuant to the Contract entered into between the City and the Contractor.

3.4 Contractor's Warranty of Contract Price.

Contractor warrants and represents that the Contract Price, includes without Limitation: (i) all overhead, general and administrative expenses, including without limitation, both on-site and off-site direct job expenses and home office overhead for the Project and all fees and assessments for building and other permits for which Contractor is responsible, licenses and inspections required for the Project, and (ii) includes and assumes that from time to time Contractor will encounter delays, difficult conditions arising from limited access to work areas or other interferences for which responsibility is not otherwise attributable to Contractor and unforeseen conditions at the Site not constituting differing site conditions. Except as otherwise provided in the Contract Documents, Contractor assumes full responsibility for its examination, investigation and understanding of such delays and difficulties which may be encountered, and shall be deemed to have included in its Contract Price a sum to cover the cost and expense associated therewith.

4.0 CHANGE ORDERS

City has the right, in its sole discretion, to make whatever changes it deems necessary or desirable to the work; no change ordered by City shall entitle Contractor to an adjustment of the Contract Price or Contract Time unless it constitutes a Scope Change.

A Change Order is a written order signed by City and Contractor, and issued after execution of this Agreement, authorizing an adjustment in the Contract Price and/or Contract Time. The Contract Price and Contract Time can be adjusted only by Change Order. No action, conduct, omission, prior failure or course of dealing by City shall act to waive, modify, change or alter the requirement that Change Orders must be in writing signed by **CITY** and that such written Change Orders are the exclusive method for effecting any adjustment to the Contract Price and Contract Time.

5.0 TIME

5.1 Time of Essence.

Time is of the essence with respect to all time limits set forth in the Contract Documents.

5.2 Commencement.

5.2.1 Construction Services. Contractor agrees to commence the Work provided for herein within **ten (10) working days** after receipt of the **Notification to Proceed** or as otherwise agreed with the Director/City Engineer, and continue in a diligent, professional and worker-like manner without interruption until the work is completed, unless this Agreement is extended, suspended or terminated as provided herein. Completion time is inclusive of lead time for ordering, inspection and acceptance of materials, mobilization, etc. ***The Parties anticipate that the Project may be completed within 40 weeks after receipt of the Notice to Proceed.***

5.2.2 Notwithstanding any other provisions of the Contract Documents, the Contractor shall not be obligated to perform any work and the City shall not be obligated to accept or pay for any work performed by the Contractor prior to the delivery of a Notice to Proceed. The City's knowledge of work being performed prior to delivery of the Notice to Proceed shall not oblige the City to accept or pay for such work. The Contractor is required to provide all required bonds and evidences of required insurance prior to commencing work.

5.3 Extensions.

The Contract Time shall not be extended except by a Change Order issued in accordance with the Contract Documents.

5.4 Compensation for Delay.

5.4.1 Sole Remedy. Extensions of time adjusting the Contract Time shall be Contractor's sole and exclusive remedy for delay for reasons beyond its reasonable control.

6.0 CONSTRUCTION PHASE

6.1 General.

6.1.1 Contractor shall completely perform, to City's satisfaction, all of the Work in accordance with this Agreement and other Contract Documents.

6.1.2 Unless otherwise provided in the Contract Documents, Contractor shall furnish, or cause to be furnished, and shall pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.

6.1.3 Contractor shall attend meetings with City as frequently as is necessary to the expeditious performance of the Work for the purpose of discussing construction issues which may arise during the Project.

6.2 Supervision of Work.

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

6.3 Permits, Approvals, Licenses and Notices.

Contractor shall obtain and pay for (i) all permits, approvals, licenses and easements; and (ii) government charges and inspection fees pertaining to the construction of the Project.

6.4 Safety.

6.4.1 Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work.

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

.1 Employees and all other persons at the Site(s);

.2 Materials and equipment stored on the Site(s) or off the Site(s) at locations for use in performance of the Work; and

.3 The Project and all property located at the Site(s), whether or not said property or structures are part of the Project or involved in the Work.

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

6.4.4 Losses not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of Contractor or anyone for whose acts Contractor may be liable, shall be promptly remedied by Contractor at Contractor's cost and without reimbursement by City as a cost of work, or in any other manner.

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

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

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

.2 Subsurface or latent physical conditions at the Site differing from those indicated by information about the Site made available to bidders prior to deadline for submitting bids.

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

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

6.5 Substitutions.

There shall be no substitutions in the Work or procedures or methods specified by the Contract Documents for performing the Work, unless Contractor first receives written approval for such substitution from City.

6.6 Trade Contractors.

6.6.1 If applicable, Contractor shall employ only Trade Contractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Each Trade Contractor, of every tier, shall be fully bound to the Contract Documents in the same manner as Contractor is bound to City for all the requirements of the Contract Documents to the extent applicable to the Trade Contractor's portion of the Work.

6.6.2 Contractor assumes responsibility for the proper performance of the Work of Trade Contractors, of every tier, and any acts or omissions in connection with such performance. Contractor shall coordinate the activities of all Trade Contractors, of every tier.

7.0 ACCOUNTING RECORDS

7.1 Access.

Contractor shall keep, and shall include in its contracts with its Trade Contractors, provisions requiring its Trade Contractors to keep, full and detailed accounts in accordance with the requirements of the Contract Documents and exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar Projects and be satisfactory to City and shall include preservation of such records for a period of four (4) years after final completion of the Work, or for such longer period as may be required by law.

Contractor shall allow, and shall include in its contracts with its Trade

Contractors, provisions requiring its Trade Contractors to allow, City or its authorized representative(s) and accountants, within twenty-four (24) hours after requested by City, to inspect, audit or reproduce any and all records relating to the Project. Such records shall include all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project, including without limitation the following: agreements; purchase orders; leases; contracts; commitments; arrangements; notes; schedules; daily diaries; superintendent reports; drawings; receipts; vouchers; memoranda; accounting records; job cost reports, job cost files (including documentation covering negotiated settlements); backcharge logs; general ledgers; documentation of cash and trade discounts earned, insurance rebates and dividends; any documents customarily maintained by contractors performing work on a cost plus a fee basis; other documents that City otherwise deems necessary to substantiate charges or claims related to the Project.

7.2 Enforcement.

Contractor hereby consents and agrees that any failure by Contractor to provide access to records as provided in this Article 6.0 shall be specifically enforceable by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony, to compel Contractor to permit access, inspection, audit and/or reproduction of the records or to require delivery of the records to City for inspection, audit and/or reproduction.

8.0 INDEMNITY, BONDS

8.1 Indemnity.

8.1.1 General Indemnity. To the fullest extent allowed by law, Contractor hereby agrees to defend, indemnify, and hold harmless City, its City Council, boards and commissions, officers, agents, employees, representatives, insurers and volunteers (hereinafter collectively referred to as "City") through legal counsel acceptable to City, from and against any and all Losses arising directly or indirectly from, or in any manner relating to, any of the following: (i) any act or omission (negligent or otherwise) of Contractor, or by its Trade Contractors, of any tier; (ii) performance or nonperformance by Contractor or its Trade Contractors, of any tier, of any of the obligations under this Agreement or the other Contract Documents; (iii) the construction activities of Contractor, or its Trade Contractors, of any tier, either on the Site or on other properties; (iv) the payment or nonpayment of money by Contractor, or by any of its Trade Contractors, of any tier; or (v) any personal injury, property damage or economic loss to third persons or entities associated with the performance or nonperformance by Contractor, or any of its Trade Contractors, of any tier; provided, however, that nothing contained herein shall be construed as obligating Contractor to indemnify the City for losses resulting from the City's sole negligence, active negligence or willful misconduct. Contractor shall pay City for any costs incurred in enforcing the defense and/or indemnity obligations under this provision. Nothing in this Section 7.1 shall be construed to give rise to any implied right of indemnity in favor of Contractor against the City.

8.1.2 Survival. The provisions of Paragraph 7.1.1 shall survive complete performance or termination of this Agreement.

8.1.3 Severability. The invalidity of any portion of Paragraph 7.1.1 shall not affect or render unenforceable any other portions thereof.

8.2 Bonds.

8.2.1 Bond Forms. Prior to commencing any construction of the Work, Contractor shall file with City good and sufficient "Labor and Material Payment" and "Performance" bonds in the amount of one hundred percent (100%) of the Contract Price for each. Contractor shall take steps to assure that the penal sum of the bonds shall be increased by the amount of any additive adjustments to the Contract Price due to Change Orders. The bonds shall be on forms satisfactory to and approved by City, signed by both Contractor and surety and properly notarized. Should any bond required hereunder or any surety on such bond become or be determined by City to be insufficient, it shall be replaced within ten (10) days by a bond that fully complies with the requirements of this Paragraph 7.2.1. No further payments to Contractor for work performed shall be made or become due until Contractor has fully complied with the requirements of this Section 7.2.

8.2.2 Duration. The payment bond shall remain in effect until sixty (60) days after final completion of the Work and all claims by Contractor and Trade Contractors, of every tier, have been satisfied. The performance bond provided by Contractor shall remain in effect for the duration of the period of all warranties required by the Contract Documents and shall assure faithful performance of all of Contractor's obligations under the Contract Documents, including, without limitation, all obligations that survive final completion or termination, such as but not limited to Contractor's obligations under its warranties, guarantees and to defend and indemnify City.

8.2.3 Premiums. The premiums for all bonds are included in the Contract Price and shall be paid by Contractor.

8.2.4 Obligees. The performance and payment bonds shall name City as obligee.

8.2.5 Changes. Change Orders, Field Orders, Modifications, Scope Changes and other Changes in the Work and adjustments to the Contract Price or Contract Time shall in no way release or exonerate Contractor or its sureties from their obligations and notice thereof shall be waived by such sureties.

8.2.6 Communications. City shall have the right to communicate with Contractor's sureties with respect to matters that are related to Contractor's performance of its obligations under the Contract Documents. Such communications shall not create or be interpreted as creating any contractual relationship between City and any such surety.

9.0 INSURANCE

9.1 General Insurance Provisions.

Without limiting Contractor’s indemnification of the City, Contractor shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. Evidence of such insurance, which shall be provided by insurer(s) satisfactory to the City’s Risk Manager, shall be delivered to the City. Such evidence shall express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein, including at least ten (10) day notice of any

non-payment of premium(s). ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.***

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Agreement. The Contractor is advised that the City **does not** carry Contractor's Risk insurance, and the Contractor shall obtain its own coverage. Contractor shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work. Contractor shall ensure any and all contracts with its Trade Contractors performing services under this Agreement meet the insurance requirements of this Agreement.

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

9.1.1 General Liability. Contractor shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial General Liability Insurance, inclusive of contractual liability, personal injury liability and broad form property damage coverage, with a combined single limit of not less than **Two Million Dollars ($2,000,000.00) per occurrence.**

9.1.2 Automotive Liability. Contractor shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage in an amount not less than **One Million Dollars ($1,000,000.00)** per accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles and equipment, or coverage for "any auto".

9.1.3 Workers' Compensation Insurance. Contractor shall provide and maintain at its own expense during the term of this Agreement a program of workers' compensation insurance in an amount and form to meet all applicable requirements of the State Labor Code and which specifically covers all persons providing services by or on behalf of the Contractor and all risks to such persons under the Agreement.

9.1.4 Subcontractor's Insurance. Contractor shall either (1) require each of his/her/its subcontractors to procure and maintain during the term of this Agreement, Subcontractor's Commercial General Liability Insurance, Contractor's Property Damage Insurance, Automotive Liability Insurance and Workers' Compensation Insurance in the amounts and subject to the same provisions as specified above; or (2) include all of his/her/its subcontractors as insureds under its policies.

9.1.5 Insurance Endorsements. The liability insurance policy(ies) 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 and covered as **"additional insureds"** with respect to liability arising out of the activities of the Contractor.

.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.

10.0 CERTIFICATIONS

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

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

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

If there are any exceptions to this certification, 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]

J.P. Spinazze, Senior Vice President of Sales **(Date)**

11.0 MISCELLANEOUS PROVISIONS

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

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

11.2 Warranties. Contractor warrants and guarantees all equipment, materials, supplies and work furnished on the Project against defective construction or workmanship for a period of one (1) year following completion of the Project, except when a longer guaranty is provided by the supplier or manufacturer of the equipment. The Contractor warrants to the City that all materials and equipment furnished under this Contract will be new unless specified and that all work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor expressly agrees to act as co-guarantor of such equipment and materials and the Contractor shall supply City with all warranty and guaranty documents relative to equipment and materials incorporated in the Work and guaranteed by their suppliers or manufacturers.

If within one (1) year after the date of completion of the Project, any of the Work is found to be defective or not in accordance with the Contract documents, Contractor shall correct it or cause it to be corrected promptly after receipt of a written notice from the City to do so, at the Contractor's expense. This obligation shall survive completion or termination of the Contract. The City shall give notice promptly after discovery of the condition.

11.3 Governing Law. This Agreement shall be governed by the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

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

11.5 Severability. 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.

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

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

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

11.9 Conflict of Interest. The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by Contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any Contract, subcontract or arrangement with the City. Upon execution of this Contract and during its term, as appropriate, the Contractor shall disclose in writing to the City, any other Contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the City interest and the interests of the third parties.

11.10 City's Quality Assurance Plan. The City shall evaluate Contractor's performance under this Contract. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the City determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the City. The report will include improvement/corrective action measures taken by the City and the Contractor. If improvement does not occur consistent with the corrective action measures, the City may terminate this Contract or seek other remedies as specified in this Contract.

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

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

11.13 Employees of Contractor. Worker's Compensation: Contractor understands and agrees that all persons furnishing services to the City pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of Contractor. Contractor shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the City under this Contract.

Professional Conduct: The City does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The City will properly investigate all charges of harassment by residents, employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

11.14 Patent Rights. The City will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under this Contractor.

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

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

11.17 Best Management Practices (BMPs). Best Management Practices shall be defined as any program, technology, process, site criteria, operating method, measure or device which controls, prevents, removes or reduces pollution. Contractor shall obtain and refer to the California Storm Water Best Management Practice Handbooks, Volume 3 Construction BMP

Handbook and the Los Angeles County Department of Public Works Best Management Practices Handbook for Construction Activities.

The City, as permittee, is subject to enforcement actions by the State Water Resources Control Board, Environmental Protection Agency and private citizens. The City may assess the Contractor a penalty of $1,000 for each calendar day that the Contractor has not fully implemented the BMPs specified for the contract and/or is otherwise in noncompliance with these provisions. In addition, the City will deduct, from the final payment due the contractor, the total amount of any fines levied on the City, plus legal and staff costs, as a result of the Contractor's lack of compliance with these provisions and/or less than complete implementation of the specified BMPs.

11.18 Disadvantaged Business Enterprise (DBE) Requirements. DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The **CONTRACTOR**, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement.

11.19 Entire Agreement. The Contract Documents represent the entire and integrate agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended or modified only by Change Order. Nothing contained in the Contract Documents shall be for the benefit of, create any contractual relationship with, or give rise to a cause of action in favor of any third party.

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.

12.0 DEFAULT AND TERMINATION

12.1 Default by Contractor.

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

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

12.2 City's Rights and Remedies Upon Default.

12.2.1 Remedies Upon Default. In the event that Contractor fails to cure any

breach of this Agreement within the time periods set forth above, then City may pursue any remedies available under law or equity, including, without limitation, the following:

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

.2 Perform and Withhold. City may, without terminating this Agreement, engage others to perform the Work or portion of the Work that has not been performed by Contractor and withhold the cost thereof to City from future payments to Contractor, reserving to itself all rights to recover losses related thereto.

.3 Suspend this Agreement. City may, without terminating this Agreement and reserving to itself all rights to recover losses related thereto, suspend all or any portion of this Agreement for as long a period of time as City determines, in its sole discretion, appropriate, in which event City shall have no obligation to adjust the Contract Price or Contract Time, and shall have no liability to Contractor for adjustment to the Contract Price, Contract Time, or for losses, if City directs Contractor to resume Work.

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

.5 Invoke the Performance Bond. City may, with or without terminating this Agreement and reserving to itself all rights to recover losses related thereto, exercise its rights under the Contractor's performance bond.

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

12.2.3 Monies. In the event of a termination or suspension of all or a portion of the Work due to a default by Contractor, City shall have the right, without releasing Contractor or its sureties from liability for failure to fulfill this Agreement, to withhold all or a portion of the monies owing or retained until final completion of the Work. Any cost over and above the Contract Price arising from the suspension of operations of this Agreement and the completion of the Work shall be paid by Contractor's sureties. Contractor will be paid any surplus monies remaining after all contract disputes have been resolved and finally determined.

12.2.4 Delays by Sureties. Without limitation to any of City's other rights or remedies under the law or in equity, City has the right to suspend the performance by Contractor's sureties in the event of any of the following: (i) failure of the sureties to begin work within a reasonable time in such manner as to ensure full compliance with the Contract

Documents within the Contract Time; (ii) abandonment of the Work; (iii) if at any time City is of the opinion the Work is unnecessarily or unreasonably delayed; (iv) willful violation of any terms of this Agreement; (v) failure to perform according to this Agreement or the other Contract Documents; or (vi) failure to follow instructions of City for performance of the Work within the Contract Time. City will serve notice of such failure upon the sureties and in the event the sureties neglect or refuse to cure the breach within the time specified in such notice, City shall have the power to suspend the operation or any part thereof of Contractor's sureties.

12.2.5 Contractor Obligations. Upon receipt of a notice of termination for default, Contractor shall, unless the notice states otherwise, perform each of the obligations set forth in Paragraph 12.4.1, below.

12.2.6 Damages to City.

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

.2 Deductions. If City suffers a loss due to Contractor's nonperformance, then such loss shall be deducted from the amounts withheld. Should the amount withheld exceed the amount deducted, the balance will be paid to Contractor or its designee upon completion of the Project. If the loss incurred by City exceeds the amount withheld, Contractor shall be liable to City for the difference and shall promptly remit same to City.

.3 No Release. If, however, City elects to terminate this Agreement for cause, all monies due Contractor or retained under the terms of the Contract Documents shall be forfeited to City. Such forfeiture shall not release Contractor or its sureties from liability for failure to fulfill this Agreement. Contractor and its sureties will be credited with the amount of monies forfeited toward any greater sum they may be liable for in connection with Contractor's default.

12.3 Suspension by City for Convenience. City may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time, as City may determine, with such period of suspension to be computed from the date of the written order. Without limitation to the foregoing, Contractor acknowledges that issuance of a suspension order by City due to circumstances relating to City's compliance with the California Environmental Quality Act is foreseeable and that such suspension order, regardless of its duration, shall not be considered a breach by City of this Agreement. Upon receipt of a suspension order, Contractor shall, at City's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the suspension order during the period of work stoppage. Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by Contractor and City, City shall either cancel the suspension order or it shall have the right, without incurring a liability to Contractor for lost profits or consequential damages, to delete the Work covered by such suspension order by issuing a Change Order.

12.3.1 Resumption. If a suspension order is canceled or expires, Contractor

shall resume and continue with the Work. A Change Order will be issued adjusting the Contract Price and/or the Contract Time for additional costs of work and delay necessarily caused by such suspension.

12.3.2 Suspension Order Required. The provisions of this Section 12.3 shall not apply if a suspension order is not issued by City. A suspension order shall not be required to stop the Work as permitted or required under any other provision of the Contract Documents.

12.4 Termination Without Cause. City shall have the option, at its sole discretion and without cause, to terminate this Agreement in part or in whole by giving thirty (30) days' written notice to Contractor as provided herein. Contractor agrees to accept such sums as allowed under this Section 12.4 as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, but not limited to, Loss of anticipated profits, Loss of revenue, lost opportunity, or other consequential, direct, indirect, incidental Losses or damages, of any kind.

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

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

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

.3 Provide to City a description, in writing no later than two (2) business days after receipt of the notice of termination, complete copies of all subcontracts, purchase orders and contracts that are outstanding, including any change orders, amendments and modifications thereto, status of payments and balance owing, the status of performance and claims by Trade Contractors, together with such other information as City may determine necessary in order to decide whether to accept assignment of, or request Contractor to terminate the subcontract, purchase order or contract;

.4 Promptly assign to City those subcontracts, purchase orders or contracts, or portions thereof, that City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that City does not elect to accept by assignment; and

.5 Thereafter continue only such performance as may be necessary to preserve and protect work already completed or in progress and to protect materials and equipment on the Site or in transit thereto.

12.4.2 Final Billing. Following termination without cause and within thirty (30) days after receipt of a complete and timely billing from Contractor seeking payment of sums authorized by this Paragraph 12.4.2, City shall pay to Contractor as its sole and exclusive compensation for performance under this Agreement the following:

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

.2 Plus, reasonable costs of work of Contractor and Trade Contractors for (i) demobilizing, and (ii) administering the close out of its participation in the Project (including, without limitation, all billing and accounting functions) for a period of no longer than thirty (30) days after receipt of the notice of termination;

12.4.3 Trade Contractors. Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts with its Trade Contractors permitting termination for convenience by Contractor on terms that are consistent with this Agreement and that afford no greater rights of recovery against Contractor for termination than are afforded to Contractor.

12.5 Contractor's Rights and Remedies.

12.5.1 Contractor's Remedies. Contractor may terminate this Agreement for cause only upon the occurrence of one of the following:

.1 The work is stopped for one hundred sixty (160) consecutive days, through no act or fault of Contractor, any Trade Contractor, of any tier, or any employee or agent of any of them, due to issuance of an order of a court or other governmental authority other than City having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.

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

12.5.2 Continuous Performance. Provided that Contractor is paid undisputed sums due under this Agreement, Contractor shall not stop, delay or interrupt continuous performance of the Work by reason of any dispute or disagreement with City, including, without limitation, any disputes or disagreements over payments of funds that are disputed in good faith by City.

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

13.0 NOTICES

13.1 Delivery. 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.

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

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Public Works/Utilities Department
(310) 605-5505
(310) 761-1417 – Fax

with copies to:

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

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

Econolite Control Products, Inc.
3360 East La Palma Avenue
Anaheim, California 92805
Attn: Roy Howard, Project Manager
(714) 630-3700
(714) 630-6349 – fax.

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

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

ECONOLITE CONTROL PRODUCTS, INC.
CONTRACTOR

Dated: _____ **By _____**
J.P. Spinazze, Senior Vice President of Sales

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated:** _____
Glenn W. C. Kau, P.E., (Interim) Director
Public Works/Municipal Utilities Dept.

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

CENTRACS®

Advanced Transportation Management System

Software and System Specifications

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#8.

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1. Glossary

ATMS – Advanced Transportation Management System

COTS – Commercial Off-the-Shelf

CRC – Cyclical Redundancy Check

ITS – Intelligent Transportation System

LAN – Local Area Network

NTCIP – National Transportation Communications for ITS Protocol

PTZ – Pan/Tilt/Zoom

SMS – Short Message Service (text messaging for cellular phones)

TOD/DOW – Time-of-Day/Day-of-Week

TRO – Traffic Responsive Operation

TSP – Transit Signal Priority

TWP – Twisted-Wire-Pair copper interconnect

VOS – Volume/Occupancy/Speed

VPN – Virtual Private Network

3360 E. La Palma Avenue, Anaheim, CA 92806
P. O. Box 6150, Anaheim, CA 92816-6150
PH: (714) 630-3700 • Fax (714) 630-6349

#8.

2. Introduction

2.1. System Software Overview

2.1.1. The system shall be a Commercially-available Off-the-Shelf (COTS), National Transportation Communication for ITS Protocol (NTCIP) compliant, Advanced Transportation Management System (ATMS) software application.

2.1.2. The software shall provide, as a base, an intersection control and traffic management software platform, from which additional ITS applications can be integrated.

2.1.3. All additional ITS features and functionalities shall be modular and integrated seamlessly into a single user interface.

2.1.4. The system shall utilize the following Microsoft® products for each aspect of the system:

2.1.4.1. Core Database: SQL 2008
2.1.4.2. Server OS: Server 2003 or newer
2.1.4.3. Workstation OS: XP, Vista or Windows 7 Professional
2.1.4.4. Laptop OS: XP, Vista or Windows 7 Professional

2.2. System Software Standards

2.2.1. NTCIP 1201 and 1202 communications protocol standard shall be implemented in such a manner that the system can adapt to changes in technology and increase functionality over time with minimal impact on individual system components. The system developer and the controller manufacture shall verify that the system and controller firmware are NTCIP compliant and compatible.

2.2.2. The primary communications standards shall be NTCIP 1202 and 1202 based for communicating from Center-to-Field (C2F) and the developer shall document the standards to which the systems level of conformity of each standard is developed.

2.3.System Software Architecture

2.3.1. The system shall use client/server architecture and distributed processing to achieve a flexible and scalable design.

2.3.2. System Modularity shall provide the user the capability to add or modify functionality with little or no impact on currently installed modules or functionality.

2.4.Software Updates

2.4.1. The central software shall incorporate a means for client workstations to be automatically updated with new versions that are installed on the server. Upon attempting to login to the server, the client shall determine if a newer version is available at the server installation. If not, the client shall complete the login normally. If there is a newer version the user shall be given the option to have it automatically downloaded, installed, and run with no additional action required by the user.

2.5.System Device Integration

2.5.1. Any device shall be added or deleted from the system without the use or requirement of .ini or editable text files.

2.5.2. Devices shall be added or deleted from the system by right-clicking on the main map display or entity tree and selecting the proper menu item.

2.5.3. Properties of one device shall be able to be copied to other devices of like make and model in the entity tree. Not all properties of every device shall be required to be transferrable.

2.5.4. When adding a device, a dialog box shall be used to enter all the required and optional parameters to allow the device to be integrated into the system and all displays.

2.5.5. Each device shall be configured to communicate through a communications server and allowed to be on-line or off-line to reduce failures and alerts for devices not currently connected to the system.

3. System Functions

3.1. Center-to-Field Communications

3.1.1. The system shall communicate to the field devices using Ethernet or serial communications, using the agency's LAN, licensed band or spread-spectrum radios, private twisted-wire-pair copper (TWP), or fiber-optic cabling.

3.1.2. The system shall communicate with field devices using NTCIP protocols, or established proprietary protocols.

3.1.3. The system shall be capable of controlling, receiving status and data from, uploading and downloading field data, and applicable control parameters to and from each device.

3.1.4. The system shall maintain a copy of each field device's database of applicable operational parameters.

3.2. Database Administration, Security, and System Access

3.2.1. The system shall provide, at the top level, the ability to manage the ATMS and all device databases to monitor and control all field devices from one central location and optional remote facilities.

3.2.2. Each system client workstation or laptop shall require a username and password for any user, this is assigned by the system administrator. The username and password may be the same as that used by the operating system, but shall be required to be entered for each new system session.

3.2.3. The system shall allow for user and group privileges to be defined and assigned by the Administrator.

3.2.4. Operating privileges should be available for the following:

3.2.4.1. System Administrator Configuration – full access to all system functions

3.2.4.2. Inter-jurisdictional control – full access, partial access, read-only access to other agencies field devices, status, and logs.

3.2.4.3. User Profile Configuration – full access or read-only access to functions below (at a minimum), regardless of device type:

- Device configuration – adding, editing, deleting devices, and properties
- Device control – sending commands and instructions to devices

- Database configuration – access to modifying or editing segments (all or portions) of existing device databases
- Database maintenance – backup, restore, archiving, etc
- Database report creation and generation – includes standard and custom reports
- Map display characteristics– base map controls and intersection display editing
- GUI settings and editing – modifying desktop settings
- Communications configurations – modifying communications to the field

3.3. Database Management

3.3.1. Traffic Signal Controller Database

3.3.1.1. Database management shall allow programming of the intersection controller databases.

3.3.1.2. Each device shall have separate database programming pages. These pages shall contain all the programming options unique to each device.

3.3.1.3. Programming entries shall primarily consist of numerical or text values, YES/NO or ON/OFF entries, or appropriate values for each type of device. Check boxes shall be used for flags as appropriate. Hexadecimal or binary code shall not be used as entry values unless the data is represented in a similar encoded form on the controller's front panel display.

3.3.1.4. During program entry, the new data shall overwrite the old data. If the data entered is out of range, changes shall not be permitted and an error message shall alert the user.

3.3.1.5. When a user is editing data for a specific device, that database shall be "locked" and unavailable for edit by other users.

3.3.1.6. Standard industry accepted traffic engineering terminology shall be used throughout the programming displays.

3.3.1.7. Mnemonic usage shall be minimized and limited to recognized traffic engineering terms.

3.4. Database Upload/Download

3.4.1. Upload/download shall transfer the programmable database from/to the selected device.

3.4.2. All upload/download data shall be verified for integrity using CRC techniques.

3.4.3. Following an upload, it shall be possible to compare the controller configuration to the database on file.

3.4.4. The system shall provide the ability for users to schedule a database comparison. Based on operator command or TOD/DOW schedule, the system shall automatically upload databases from devices and compare to database versions stored in the central database. The results of this comparison shall be available in a device comparison log. The log shall contain the following information on a per controller basis:

- Device number
- Status (upload failed, databases differ, databases match, no upload present)
- Date and time of last database comparison

3.4.5. It shall be possible to switch between the uploaded data and the central data with a simple menu selection. The differences shall be highlighted on the uploaded data.

3.4.6. It shall be possible to revert a controller database configuration to any previously saved version for that location.

3.4.7. The system's device database management shall provide an operator menu selection interface that is similar to the controller's menu selections.

3.4.8. When the operator of the ATMS selects either an upload or a download of a field device database, it shall be possible for the operator to select only the segments of the database to upload or download provided the field device can accept data transfer in this manner.

3.5. Maintenance and Malfunction Notification

3.5.1. At a minimum, the system shall be capable of automatically sending alphanumeric messages (SMS – text messaging) to cellular telephones and email addresses upon detecting problems with the system or from any device.

3.5.2. Malfunctions notifications shall also appear as a pop-up alarm, or similar notification, on each workstation logged into the system, provided a user has been configured to receive pop-up alarms, and that user is logged onto the system.

3.5.3. Malfunction notifications shall consist of at least three (3), user configurable, priority levels, to include "informational" (low priority), "warning" (medium priority) and "critical" (high priority) alerts.

3.5.4. Acknowledgements of incoming malfunction alarms shall be required for all medium and high priority on-screen notifications. Low priority alarm notifications shall not require acknowledgements.

3.5.5. Malfunction alerts shall be sent via text (SMS) or email notifications and shall be configurable by TOD/DOW, allowing recipients to be selected based upon severity or priority of event and to issue text/email messages sent to multiple devices or addresses.

3.5.6. Notifications shall allow a confirmation to assure that the malfunction has been acknowledged.

3.5.7. If no acknowledgement is received upon expiration of a user programmable time-out period, subsequent notifications shall be configurable to be sent (or escalated) to alternate devices.

3.5.8. The system shall log all malfunction notifications, retries, and acknowledgements with time and date stamps. The first acknowledgement shall be recorded; all others shall be ignored.

3.6. System Analysis and Engineering Tools

3.6.1. The system shall include engineering and analysis tools, providing users the ability to comparatively evaluate current system and field operation, historical operation, or proposed changes to operation. These tools shall include, but not limited to:

3.6.1.1. Interface to third party traffic plan optimization software
3.6.1.2. Time-space diagrams
3.6.1.3. Split monitor displays
3.6.1.4. Traffic system and operational analysis reports

4. System Graphical User Interface

4.1. General Display Features

4.1.1. The main application window shall be divided into multiple rectangular areas or "containers". It shall be possible to drag and drop most status windows into one of these container areas.

4.1.1.1. Upon being dropped, or docked in a container, the window shall automatically resize to

fill the area and be contained or docked within that area.

4.1.1.2. It shall be possible to click on the title bar of a window that has been contained and drag it out of the container where it will become a free floating window.

4.1.1.3. It shall also be possible to float or to un-dock windows by clicking a button in the window's title bar.

4.1.1.4. It shall be possible to drop multiple windows into any container area. When this occurs, the container area shall present a tabbed layout for the container with a tab for each contained window such that clicking on a tab will bring the associated window into view in the container.

4.1.2. It shall be possible to open multiple application windows, each of which shall include container areas as previously described for the main application window.

4.1.3. It shall be possible for the user to select different arrangements or numbers of container areas in the main application windows.

4.1.4. It shall be possible to change the size of container areas by clicking and dragging the border between container areas.

4.1.5. A user's display shall be restored to its last known state when the user logs into the system and opens a preference set.

4.1.6. The restoration of a user's last known display configuration shall be independent of the most recent workstation used by the user.

4.2.Main Map Display

4.2.1. The system shall incorporate an agency-wide map as the major portion of the main graphics display.

4.2.1.1. The main map shall be displayed in any or all of the available "containers" simultaneously.

4.2.1.2. Each event of the map display shall be configured independently, to be utilized as individual sub-area displays.

4.2.1.3. The map displays shall have pan and zoom capabilities.

4.2.1.4. Zoom level ranges shall be configurable.

4.2.1.5. At each zoom level range, the display of different dynamic status and real-time status data shall be configured.

4.2.2. The system shall update the status of all devices on all map display at least once per second, with no more than four seconds latency, once data is retrieved from a field device.

4.3. Scheduler

4.3.1. A means shall be provided by which a user can schedule events and functions to be implemented or terminated by TOD/DOW, and shall include means by which the events can be called with the following frequencies:

- Daily
- Weekly
- Annually
- Seasonally
- Holidays
- Special – an event for any situation not described above (IE. sporting events, concerts, etc.)

- One-Time Event – provide the ability to run an event once and only once.

4.3.2. The scheduler shall provide a means by which alerts can be configured to be delivered to different individuals via email or text (SMS) messages by TOD/DOW.

4.4.Manual Commands

4.4.1. Manual commands shall offer the same functionality for initiating or terminating events and functionality as the Scheduler, but with the following exceptions:

4.4.1.1. Manual commands shall override any normally scheduled event.

4.4.1.2. Manual commands shall be implemented using the following modes:

- Immediate and full manual
- Immediate with limited duration
- Scheduled with limited duration

4.5. Additional Displays

4.5.1. The system shall allow additional displays, each of which can be opened or closed at any time, and float or be docked into a container. The system shall include the following displays, at a minimum:

4.5.2. Entity Tree

4.5.2.1. All devices configured in the system shall be displayable on an "entity tree".

4.5.2.2. The entity tree shall allow the user to sort and filter by device type, allowing the user to easily locate any device.

4.5.2.3. The user shall be able to add any device to the entity tree by right-clicking in the window and selecting the appropriate device type to add.

4.5.2.4. The device shall then be added to the main map by clicking on the device in the entity tree and dragging and dropping the device onto the main map display. The device does not have to be placed on the main map to be useable.

4.5.2.5. The Entity Tree shall list all the installed devices on the system, and shall be common across all workstations.

4.5.3. The current status of devices shall be displayable in real time.

4.5.4. Alerts

4.5.4.1. The system shall provide an alert indicator which is always visible on the main window, providing real-time details on the number of open alerts and the criticality of each alert.

4.5.4.2. The system shall provide an alerts window, displaying all alerts from the system or field devices, along with specific details including alert aging.

4.5.4.3. This display shall be updated in real time with the event details, along with a time and date stamp and any acknowledgement information.

4.5.4.4. Alerts shall provide three levels of user-definable criticality:

- Critical (highest level)
- Warning (medium level)
- Information (lowest level)

4.5.4.5. The alert window shall provide a means by which users can acknowledge, un-acknowledge, and close individual critical and warning alerts.

4.5.4.6. All acknowledgements, un-acknowledgements, and closures shall be time and date stamped with the user's credentials upon change of status.

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4.5.5. Intersection Display

4.5.5.1. The system shall provide a display where intersection timings, phase details, and ring information is presented in graphical form.

4.5.5.2. Any intersection display shall easily be accessed by selecting the device on the main map or device tree and double-clicking over the selection. The intersection display shall then float over the containers or be attached to a container by dropping it into the container of the user's choice.

4.5.5.3. The intersection display, when floating, shall be able to be stretched to any size for better visibility, and all components of the display shall resize accordingly without pixilation (shall employ vector drawing).

4.5.5.4. Phase indication arrows shall be programmable for up to 16 phases, including protected/permissive movements and overlaps.

4.5.5.5. Protected/permissive indications shall be configured as one of the following: MUTCD flashing left turn yellow arrow, 5 section left prot/perm left turn, or Canadian Fast-Flash left turn

4.5.5.6. All intersection-level graphics shall be placed on a zoomed-in portion of the main map or graphical image of the intersection by selecting the graphic from a menu and dropping it on the intersection.

4.5.5.7. All intersection-level graphics shall be associated with a phase, overlap, or function (preemption, status, alarms, etc.), and shall change color or appearance upon change of status at the intersection.

4.5.5.8. Intersection graphics configurations shall be transferrable from one intersection to another.

4.5.5.9. Animations of some display components shall be provided for better visibility, recognition, and attention.

4.5.5.10. Users shall be able to place a remote vehicle and/or pedestrian call to any enabled phase through controls placed on the Intersection Display Window.

4.6. Device Grouping

4.6.1. All devices shall be added and configured within a common Entity Tree. Any device shall be allowed to be assigned as a stand-alone entity, not associated with any other entity or device, System, Section, Subsection or Group.

4.6.2. Any device in the Device Tree, shall be assigned to one of the following static groups:

4.6.2.1. System – associated with an agency or jurisdiction. System events shall have the lowest priority control over all other scheduled events.

4.6.2.2. Section – associated with a portion of a system. Section events shall have higher priority than System Events, but lower priority than events scheduled on Subsections.

4.6.2.3. Subsection – associated with a portion of a Section. Sub-section events have higher priority than events scheduled on Sections, but lower priority than those scheduled for flexible Grouped intersections.

4.6.3. Any device in the Device Tree shall also be included into one or more flexible groupings. These Groups shall allow users to associate entities with common requirements for TOD scheduling, action plan control or manual command operation, and placed into their own unique grouping. Group commands override System, Section or Subsection events. Events scheduled on Groups have higher priority than all the groupings in the section above, but lower priority than a Stand-alone device.

4.6.4. Devices shall also be capable of being added to the entity tree as a Stand-alone device, not associated with any Static or Flexible Grouping. Scheduled events to these devices have highest priority of all, over all other scheduled events.

4.6.5. Devices, Systems, Sections, Subsections and Groups shall also be capable of being dynamically grouped by TOD schedule or by manual commands. Any static group, flexible group, device, or combination thereof shall be configured into a single scheduled event, action plan, or manual command and operate as a single entity.

4.6.6. Manual commands shall follow the same prioritization as above for scheduled events with respect to grouping, but they shall override any currently scheduled event for the devices being commanded.

5. Intersection Control Functions

5.1. Intersection Controller Access

5.1.1. Access to the intersection controllers shall be controlled by privileges associated with system user logon IDs.

5.1.2. Any field located intersection controllers, connected to the system shall be capable of being represented by objects on the system map.

5.1.3. *The system* shall provide database management with full upload, download and control to Econolite *ASC/2, ASC/3* controllers, 2070 controllers running the Econolite *ASC/2070, ASC/3 2070* or Eagle EPAC ver. 4.01D controllers using NTCIP 1202 communications protocols, or *Oasis*™ firmware, controllers and 170 controllers running Wapiti W4IKS, rev. 55a (6800) or 15 (HC11) using Econolite ACT protocols.

5.2. Intersection Status and Operational Details

5.2.1. At a minimum, at all zoom levels the agency-wide map display shall dynamically identify the following status for each traffic signal, in real or near-real time:

5.2.1.1. Free Operation
5.2.1.2. Coordinated Operation
5.2.1.3. Transitioning between Free and Coordinated or from one Coordination pattern to another
5.2.1.4. Flash
5.2.1.5. Preemption
5.2.1.6. Transit Signal Priority (TSP) Service
5.2.1.7. Loss of Communications

5.2.2. When zooming in, the main map shall automatically provide a greater level of detailed information, at user-set and configured zoom levels, including, but not limited to:

5.2.2.1. Signal colors or overlaps (green, yellow, red)
5.2.2.2. Active Coordination pattern (if in Coordination Operation)
5.2.2.3. Active Preemption plan (in Preemption only)
5.2.2.4. Signal colors for all pedestrian phases in use
5.2.2.5. Graphical representation of demand on vehicle phases and pedestrian phases
5.2.2.6. Graphical representation of active special function outputs
5.2.2.7. Detailed timing and controller information to include (when zoomed to intersection level):
- Coordination Status

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- Programmed and actual cycle length
- Programmed and actual offset
- Programmed and actual phase timings
- Alarm status
- Overlap timings and status
- Phase Next

5.3. Intersection Control Modes

5.3.1. Traffic-Responsive (TR) - A controller shall be considered to be in the TR mode when it is operating on-line under central supervision and responding to system commands for plan selection based on the traffic-responsive algorithm.

5.3.2. Time-of-Day (TOD) - A controller shall be considered to be in the TOD mode when the controller is operating in a pre-determined timing plan based on a TOD schedule stored in the central database.

5.3.3. Manual - A controller shall be operating under the MAN mode when it is responding to system commands for plan selection issued from central control using manual override. From the perspective of the controller, this mode shall be identical to TR or TOD.

5.3.4. Failed - A controller shall be deemed "Failed" when the controller fails one or more monitoring checks. Once failed, a controller shall be in the failed mode until the problem has been corrected and the failure state has been cleared by periodic system retry commands.

5.3.5. Local - A controller shall be in the LOCAL mode when the local intersection controller makes the plan selection decision. The central system can command a local intersection to run in LOCAL mode, or LOCAL mode may result from manual command at the intersection. Communication of detector data and other status information shall continue even when in LOCAL mode.

5.3.6. Flash - Flash mode status shall be logged for each entry or exit from flash. The system shall have the be capable of detecting and reportin Central Flash, Cabinet Flash and Conflict or MMU Flash events provided the controller is able to discriminate between them and report its mode.

6. System Analysis and Engineering Tools

6.1. Time/Space Diagrams

6.1.1. The system shall allow the operator to display time-space diagrams. At a minimum, the operator shall be able perform the following:

6.1.1.1. Display time-space diagrams for both programmed and real-time coordination timings.
6.1.1.2. Display sloping progression bands for each direction of travel on the same diagram.
6.1.1.3. Dynamically adjust programmed (not real-time) offsets by "clicking" on an intersection's time bars and "dragging" the bars in either direction.
6.1.1.4. The System shall be able to save offset adjustments to the database and download them to the controller.
6.1.1.5. Display the current offset as a numeric value next to each intersection.
6.1.1.6. Select the phases and/or overlaps for progression phases.

6.2.Split Monitor

6.2.1. The system shall include a real-time split monitor that provides, at a minimum, the following functionality:

6.2.1.1. It shall be possible to present the operator with an analysis of the splits of an intersection per phase

6.2.1.2. The system user shall be able to view and process both programmed and actual real-time data.

6.2.1.3. Programmed timing data for each phase shall be obtained from the current database of controller timings stored in the central system.

6.2.1.4. Actual real-time data for each phase shall be obtained by monitoring the controller status on a second-by-second basis.

6.2.1.5. Number of cycles analyzed shall be displayed.

6.2.1.6. It shall be possible to select the period for which the data shall be displayed by start and stop time and date, day of week, the last occurrence of a plan, or the last X minutes (where X is defined by the operator).

6.2.1.7. Actual splits shall be grouped together in "bins" and histograms used to graphically show the distribution of timings over the data collection period.

6.3.System and Operational Reports

6.3.1. The system shall provide a list of reports, providing information compiled from data retrieved from the system and any field device capable of logging data. These reports shall include, but not be limited to the following:

- Alerts Log Report
- Detector VOS Data
- Device Communications Configuration Report
- Scheduler Report
- Signal Changes Report
- Signal Detector Events Report
- Split Monitor Report
- System Events Report
- Upload and Compare Report
- Detector VOS Reports
  - Daily
  - Hourly
  - Multi-date / Hourly
  - Multi-date / Daily

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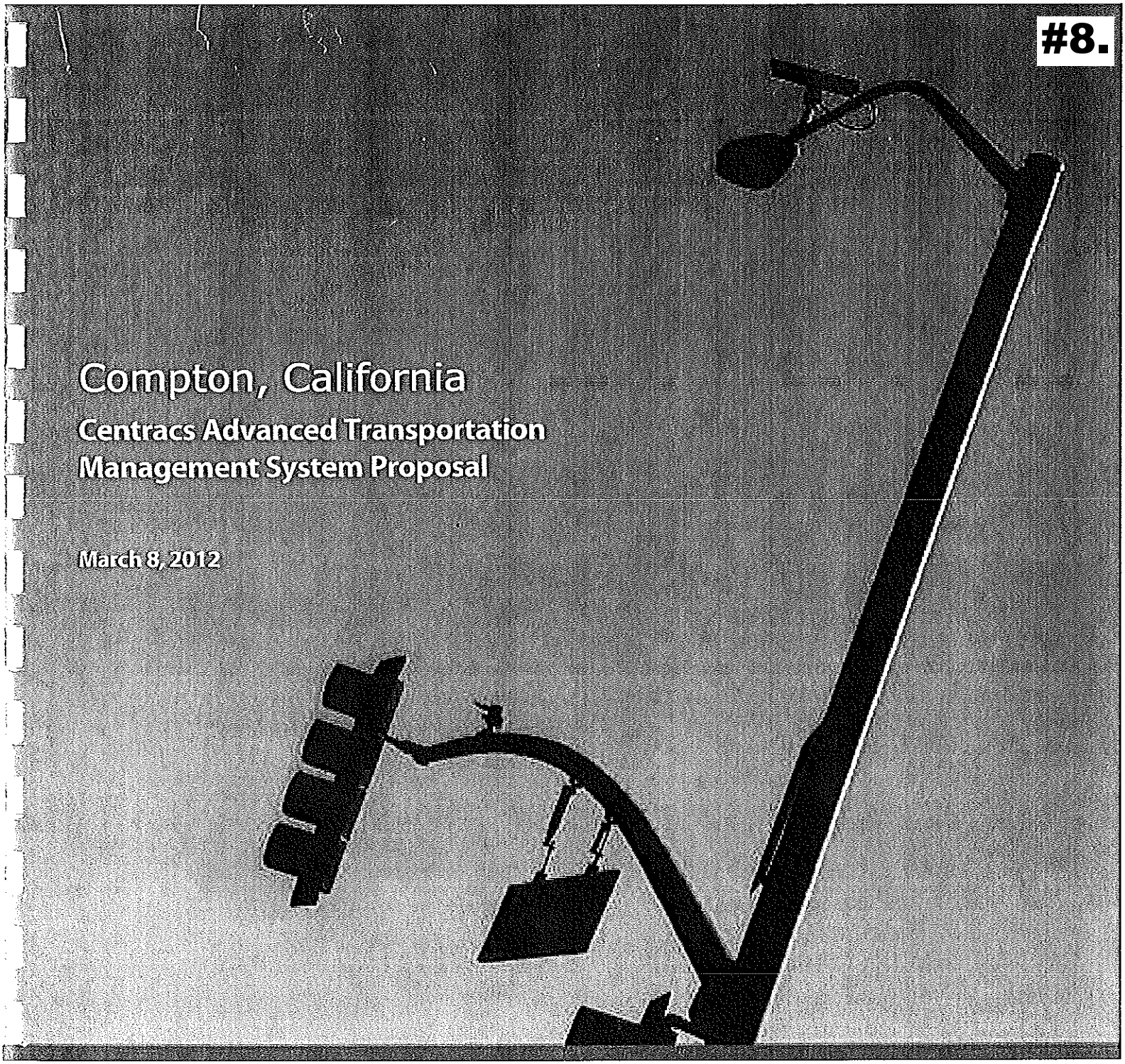
3360 E. La Palma Avenue, Anaheim, CA 92806
P. O. Box 6150, Anaheim, CA 92816-6150
PH: (714) 630-3700 • Fax (714) 630-6349



Compton, California

Centracs Advanced Transportation Management System Proposal

March 8, 2012

Prepared By:

Econolite
3360 East La Palma Avenue
Anaheim, CA 92806

(714) 630-3700

www.econolite.com

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ECONOLITE

An ECONOLITE Group Company

March 8, 2012

Mr. Hien Nguyen, P.E.
Assistant City Engineer
City of Compton
500 N Alameda Street, East
Compton, CA 90220

Dear Mr. Nguyen:

Econolite is pleased to offer the following proposal for the City of Compton, California. This proposal features the *Centracs* Advanced Transportation Management System (ATMS) and all services associated with a successful deployment of *Centracs*.

For over 75 years, Econolite has led the traffic management industry providing traffic solutions to clients across the world. Due to our innovative solutions and exemplary customer service, Econolite is positioned to continue leading the traffic industry into the future. We are enthusiastic about the opportunity to continue to serve Compton during this project and for years to come.

Econolite believes this project is well-suited for our areas of expertise and that we are capable of providing the best system solution. We thank you for your interest in Econolite and our products for this important project; we look forward to working with and serving you.

Please feel free to contact us should you require additional information regarding this proposal.

Sincerely,

Econolite Control Products, Inc.

Gus Nunez
Western Regional Manager

3360 E. La Palma Ave, Anaheim, CA 92806-2856 - PH: (714) 630-3700, FAX: (714) 630-6349

P.O. Box 6150, Anaheim, CA 92816-0150 - www.econolite.com

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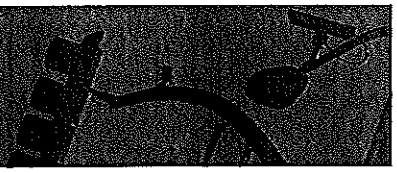


1. Proposed Solution

1.1 Overview

Econolite is pleased to provide the following proposal to deploy our state-of-the-art Advanced Transportation Management System (ATMS), *Centracs* for the City of Compton, California ("the City"). As part of this proposal, Econolite has made assumptions regarding deliverables and system options based upon information provided by the City. Econolite looks forward to working with the City on this project by providing assistance and information regarding the best possible traffic management solutions. Below is a quick reference table for the major deliverables and assumptions regarding this proposal.

Table1. Project Overview Quick Reference

Number of *Centracs* Intersection Licenses:	125
Additional *Centracs* Modules:	Synchro Interface
Computer Equipment:	Provided by Econolite
Base Map Graphic:	Using Navteq data
Number of Intersections Integrated into System:	Up to 47
System Training:	2 Days on-site
Centracs Acceptance Testing:	1 Day on-site
Network Equipment:	Provided by Econolite/Intuicom
Communications Network Installation:	Provided by Econolite
Communications Network Training:	2 Days on-site
Communications Network Testing:	1 Day on-site

1.2 Project Understanding

As we understand the project goals, the City is interested in deploying an ATMS to manage and control their signalized intersections. As part of this deployment, the City also intends to install a wireless Ethernet communications network to provide communications from its signalized intersections back to the MLK Center where the ATMS will be housed. To meet these goals, Econolite is proposing deployment of the *Centracs* ATMS in combination with a communications network based on Intuicom wireless Ethernet equipment. Due to budget constraints, the City will be deploying the wireless network in phases. The first phase (covered by this proposal) will provide communications between the MLK Center and up to 47 City signals. Subsequent phases will extend the network to provide communications to the remainder of the City's 110 signalized intersections.

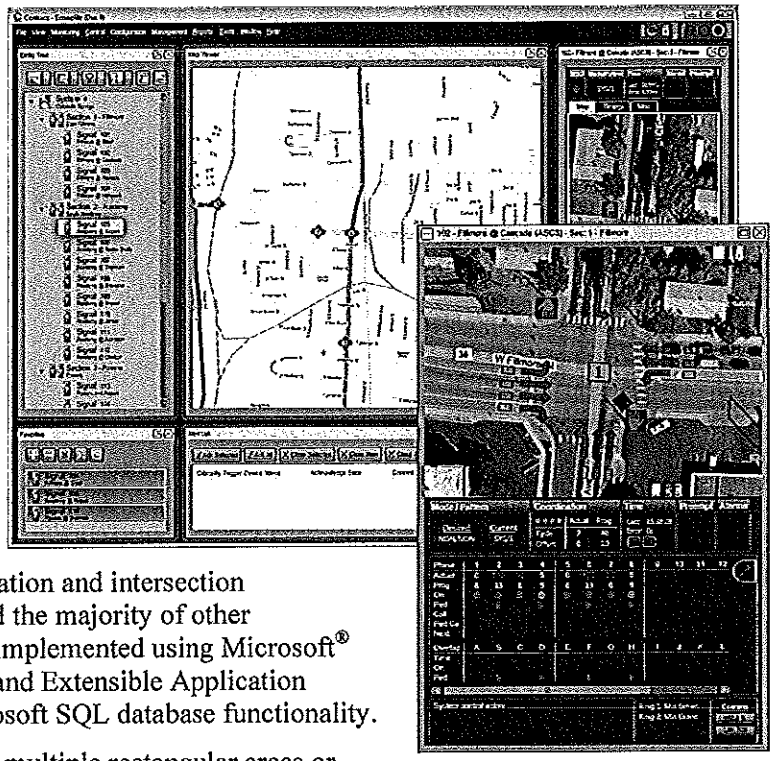
Based on this project understanding, Econolite has provided information on the products, technical solutions and tasks we believe meet the City's ultimate needs. We have included a copy of the full *Centracs* software and system specification as an Appendix to this proposal to document the extent of software functionality being provided. Functionality, beyond that described in the Appendix cannot be guaranteed by our proposal.

As part of this proposal, Econolite has provided pricing for a fully functional *Centracs* system and the appropriate tasks required for set up, on-site installation, integration for up to 47 intersections, training, and testing. Should the City find project needs not addressed in this proposal, please contact us for our recommended solutions, pricing, or a revised proposal.

2. *Centracs* Overview

The heart of any good Traffic Operations Center (TOC) is the ATMS. Because the ATMS is so crucial to an effective traffic department, our *Centracs* software was designed to be user-friendly and powerful, providing traffic engineers and other users with the most versatile ATMS available. Included as part of this proposal, the City will receive an "off-the-shelf" *Centracs* ATMS software system developed using the latest technologies and our very own "container-view" interface. *Centracs* incorporates proven transportation management tools, technologies, and theories with a superior user interface, making the system very easy to use and navigate compared to competitive ATMS products.

2.1 *Centracs* Functional Overview



As an advanced transportation management system, *Centracs* is a true client-server application. The server side maintains the database, performs device communications, and provides periodic management and control functions. The client is the component that provides the user interface. *Centracs* can be set up with all components on a single computer or can be distributed across several separate servers and multiple client workstations. The client-to-server communication is very efficient, even across a wide-area network.

The *Centracs* interface is unique to the transportation industry and capitalizes on the latest technology in software Graphical User Interface (GUI). The extremely user-friendly nature of *Centracs* allows for easier menu navigation and intersection configuration. The main application window and the majority of other configurations, status, and control windows are implemented using Microsoft® Windows® Presentation Foundation techniques and Extensible Application Markup Language (XAML) encoding and Microsoft SQL database functionality.

The main application window is partitioned into multiple rectangular areas or "containers," into which a user can "dock" most status windows, map displays, and system controls. The system allows users to click on a window in a container and drag it out, such that it becomes a non-contained, floating window. It is also possible to "float" or re-contain windows by clicking a button in the window's title bar. Docked windows remain in their respective container areas when the main application window is moved or resized.

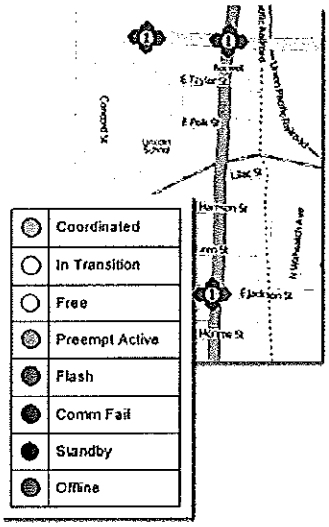
The main map and intersection graphics display is an integrated part of the system and is not a stand-alone application. The system automatically updates the status of all devices on all map displays at least once per second, with no more than four (4) seconds latency, once data is retrieved from a field device.

2.1.1 Map Interface

Centracs incorporates an interactive Citywide map as the foundation for the main graphics display. The map can be displayed in any or all of the available *Centracs* "containers" simultaneously or individually. Each instance of the map display is set up independently by panning and zooming such that each map region can be utilized as an individual sub-area for monitoring individual intersections or groups of intersections.

Centracs maps are rendered dynamically using geo-coded Geographic Information Systems (GIS)-based map data. The *Centracs* system comes preconfigured with rendered map "tiles" generated from geographically accurate map data. This map data provides the most accurate street-level rendering capabilities for the *Centracs* map interface. Street curves, corners, and other geographic anomalies are depicted accurately and without distortion. The display also supports geo-reference bitmap (.bmp), JPEG (.jpg), and TIFF (.tif) raster file formats.

It is also possible to configure zoom level ranges such that the display of dynamic and real-time status data appears or changes at various zoom levels. The color in the center of the circle in the first three icons indicates signal status as depicted in the legend graphic to the right. Standard zoom level details include:



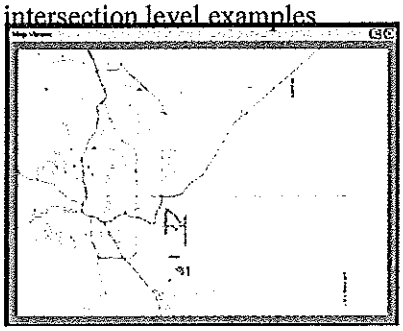
- Intersection Status only – coordinated, free, flash, transition, preempted, communications (comm) fail, off line, etc.
- Intersection Status, plus main line (through phase) signal colors
- Intersection Status, main line colors and pattern number
- Intersection Status, pattern number and up to eight (8) phase colors
- Intersection-level graphics with all signal phases, overlaps, pedestrian indications, detection, preemption, alarms, and status

Because the main map and intersection graphics display is an integrated part of the system, once data is retrieved from a field device, the system automatically updates the status of all devices on all map displays at least once per second, with no more than four (4) seconds latency.

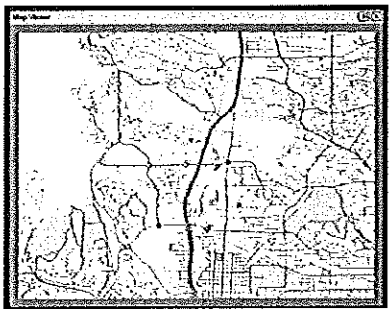
There are four (4) zoom ranges and default icons for signals:

- Phase Arrow Icons, Pedestrian Phase Icons, Vehicle Call Icons, etc.
- Zoomed fully out – Point Icon
- Zoomed farther in – Main Street Green Status Icon
- Zoomed still farther in – Main Street Green Pattern Icon

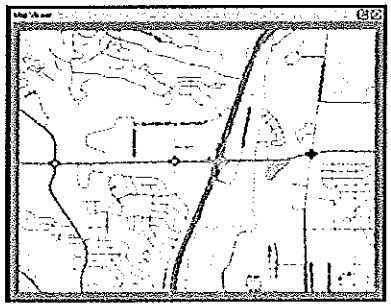
The maps below provide sample screen shots of the map interface including corridor, regional, citywide, and intersection level examples.



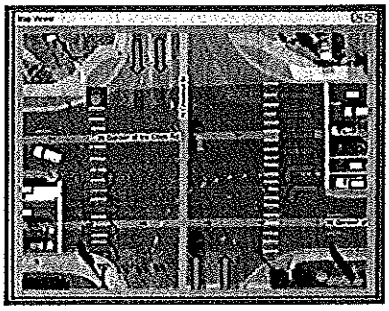
Regional Map



Citywide Map



Corridor Map

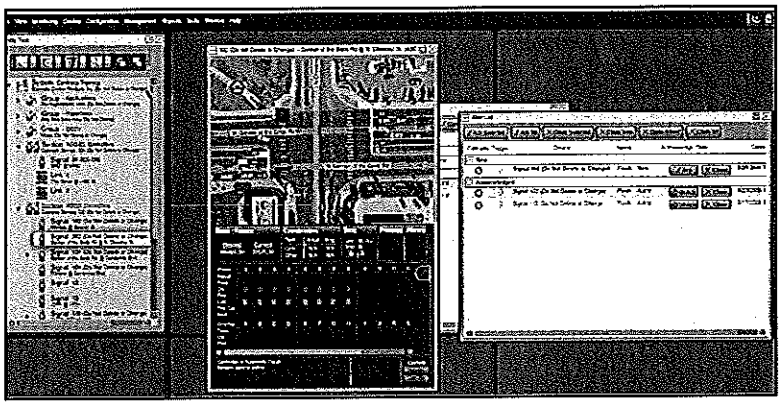


Intersection Map

2.1.2 Alarms

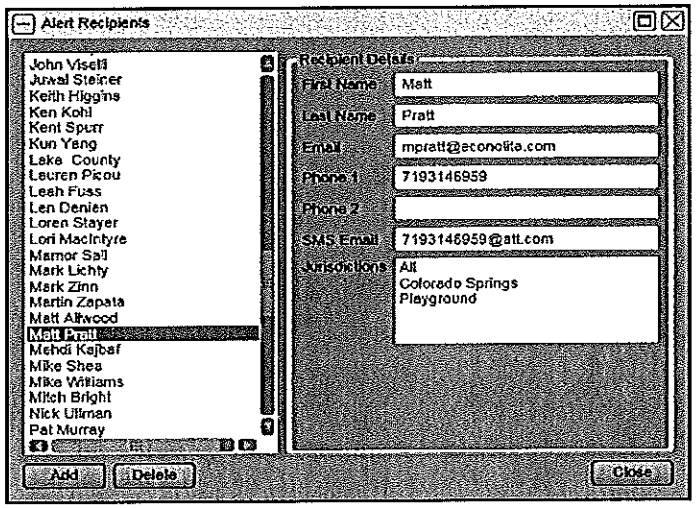
Centracs can be configured to send alerts to online users based on specific events from field devices or from components in the system. The existing events are displayed in the Alert Monitor dialog. *Centracs* receives "Events" from field devices and other points in the system. These "Events" can be logged, but also can generate "Alerts" or initiate other actions to occur.

An "Alert" is a notification sent to either an online logged-in user, or an offline recipient via an email or SMS text message. A "Trigger" defines how an event generates an Alert or Action and is user definable.



2.1.3 Alert Recipients

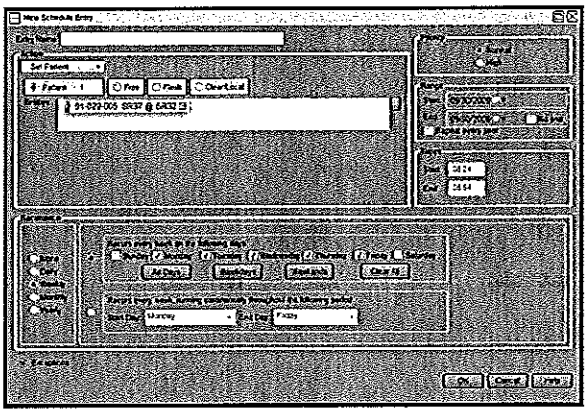
All *Centracs* users, whether online or offline, can be assigned to receive alerts. Offline recipients are those individuals that are not currently using the ATMS, and therefore require an email or SMS message notification. In order to send emails or SMS text messages, the email server must be configured and setup using the *Centracs* SMTP server's main menu setup window.



2.1.4 Alert Escalations

If an alert is not acknowledged or closed within a certain period, it may be desirable to "escalate" the alert or send it to an additional recipient or group of recipients. *Centracs* allows for this via Alert Escalations.

2.1.5 System Scheduler



The system provides a scheduler for configuring events and functions to be executed or terminated by Time-Of-Day/Day-Of-Week (TOD/DOW). The scheduler is highly flexible and allows scheduling of events daily, weekly, annually, seasonally, on floating or fixed holidays, and as special or one-time events.

Events are configurable for controlling individual field devices, groups of devices, sections, or for system wide implementation. It is possible to combine devices, groups, and sections for a single event or function, providing dynamic grouping of all devices by TOD/DOW. The scheduler provides a means by which alerts can be configured for delivery to different individuals via email or text (SMS) messages by TOD/DOW. The scheduler also provides a means to print reports automatically.

2.1.6 Traffic-Responsive Plan Selection

Centracs has available three methods of central traffic control:

1. Manually selected timing plans
2. Time-of-Day (TOD) selected timing plans
   a) Time and date control the system regardless of demand
   b) Predetermined timing plans (cycle lengths, offsets, splits)
   c) Predetermined schedules (year, week, and day of week schedules)
   d) Proven to be effective in a grid traffic scenario
3. Traffic Responsive algorithm responds to real-time volume and occupancy data to select a predefined timing plan to best serve the current traffic
   a) System detectors control the system based on level of demand
   b) Predetermined timing plans (cycle lengths, offsets, splits)
   c) No schedule
   d) Log records explain when and why a plan changed

These methods of traffic control can be applied in any combination to individual controllers, groups of controllers, and controllers that are moved from one traffic control location to another throughout the day. Different traffic control methods have varying traffic management effectiveness depending on the intersection/corridor geometrics. *Centracs* provides flexibility for traffic engineers to apply the best control method available for any given traffic situation.

2.1.7 Reports

Centracs provides a full set of historical "system" and "detector" reports generated using Microsoft SQL Reporting Services. Some reports allow for specifying, filtering, and sorting parameters to customize the reports. *Centracs* currently provides reports that include information compiled from data retrieved from the system and any field device capable of logging data. The following is a listing of the available *Centracs* reports:

- Alerts Log
- *Centracs* Notes
- Communications Statistics
- Device Fault Status
- Device Daily Communications Failures
- Device Comm. Configuration Report
- Entity Hierarchy
- Links
- Raw Detector Data
- Signal Changes
- Signal Configuration
- Signal Detector Events
- Signal Events
- Signal MMU Events
- Split Monitor
- System Activity
- System Events
- Time Drift
- Traffic Responsive
- Upload and Compare
- User Login
- VOS Daily Report
- VOS Hourly Report
- VOS Multi-Date Hourly Report
- VOS Multi-Date Daily Report

3. Project Tasks

Upon project award to Econolite, Econolite's Project Manager will conduct a project kickoff meeting with the City to review all project deliverables and scheduling. All details of the project will be reviewed, project communication methods discussed, and an introduction of the team members conducted. The plan for network deployment and an orderly transition of controllers to *Centracs* will also be discussed at the kickoff meeting. The following project tasks are based upon Econolite's broad experience with ATMS projects; some tasks may vary based on the specific needs of the City.

3.1 Project Management

Econolite believes the success of ATMS projects depends on effective and efficient project management. As such, Econolite provides a seasoned project manager for of all our ATMS installations. Due to the many variables, deliverables, and resources involved throughout ATMS projects, good management is crucial for the implementation of a successful upgrade and deployment plan. Our project manager will act as the primary point of contact after the project is awarded and will coordinate with the City for all project aspects to include: equipment specification, installation, integration, training, invoicing, etc.

Econolite's project manager will establish regular project meetings, updates and reporting methods that are mutually agreeable to the City. Regularly scheduled meetings and updates ensure the City is informed of project progress, schedule updates or changes, upcoming activities and any discrepancies. This communication and professional management will allow our project manager to mitigate any issues that may affect the project schedule, scope, or cost.

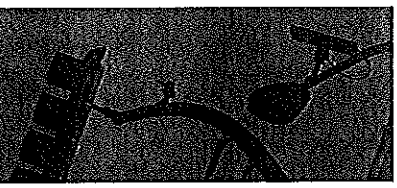
Schedule

While the actual project schedule will be established at the kickoff meeting, typical project delivery is as follows:

Notice to Proceed	Week 0
Kickoff Meeting	Week 1
Final Network Design	Week 2 – 3
Staging, Procurement and Configuration	Weeks 4 – 13
Graphics Development	Weeks 12 – 13
Factory Setup & Testing	Weeks 14 – 15
System Installation & Integration	Week 16 – 37
System Training	Week 38
System Testing	Week 39
Project Closure	Week 40

3.2 Finalize Network Design

Econolite will review the wireless network design initially proposed by the City's consultant and confirm its consistency with the proposed Intuicom wireless network. The results of this review will be a brief design report detailing the configuration of the system, including intersection controllers, communications connectivity, and central hardware configuration. Design documentation will be schematic in nature and will be submitted to the City for review prior to procurement activities. If necessary, wireless equipment quantities and intersection coverage may need to be adjusted at this time.



3.3 Central System Procurement

For this project, Econolite will be responsible for providing one application/database server, one communications server, three workstations, two network switches, an equipment rack and rack accessories. The City will be responsible for providing Internet access (VPN, NTP, SMTP) to the ATMS network and power to the equipment rack. Econolite's Project Manager will review hardware/COTS requirements with the City prior to any items being procured. All server components will be delivered to Econolite's Colorado Springs office for testing, software installation, and configuration. Any incompatible hardware not supplied by Econolite will be the responsibility of the City to resolve. Should additional components be necessary or requested, Econolite will provide an updated procurement list and corresponding pricing.

The complete listing of central system equipment that will be provided by Econolite is summarized in the following tables. Actual equipment provided will meet or exceed specifications contained in these tables.

Table 2. Econolite provided Application/Database Server (Quantity 1)

Item	Description	Quantity
Application & Database Server :	PowerEdge R710 with Chassis for Up to Six 3.5-Inch Hard Drives	1
Processor:	Dual E5620 Xeon Processors, 2.4GHz 12M Cache, Turbo, HT, 1066MHz Max Mem	1
Memory:	8GB Memory (4x2GB), 1333MHz Single Ranked UDIMMs for 2 Procs, Advanced ECC	1
Mouse:	Optical Two-Button Mouse USB, Black	1
Keyboard:	Keyboard, USB, Black	1
Riser:	Riser with 2 PCIe x8 + 2 PCIe x4 Slot	1
Hard Drive:	300GB 15K RPM Serial-Attach SCSI 3.5" Hot Plug Hard Drive [standard]	4
Hard Drive Controller:	PERC 6/iR for RAID 5	1
Operating System:	Windows Server 2008, Standard Edition, Includes 5 CALs	1
Misc:	Microsoft SQL Server 2008, 5 CAL Bundle	1
NIC:	Embedded Broadcom, GB Ethernet NICS with TOE	1
Modem:	Dell Remote Access Card, 5th Generation for PowerEdge Remote Management	1
CD-ROM or DVD-ROM Drive:	DVD+/-RW, SATA, Internal	1
Rack Accessories:	Bezel	1
Server Accessories:	1x6 Backplane for 3.5-inch Hard Drives	1
Documentation Diskette:	Electronic Documentation and OpenManage DVD Kit	1
Feature:	Sliding Ready Rails With Cable Management Arm	1
Misc:	Energy Smart Power Supply Redundant, 570W	1
Misc:	Power Cords, NEMA 5-15P to C14,15 amp, wall plug, 10 feet / 3 meter	2

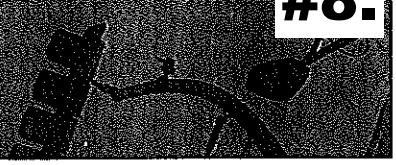


Table 2. Econolite provided Communications Server (Quantity 1)

Item	Description	Quantity
Communications Server :	PowerEdge R610 with Chassis for Up to Six 3.5-Inch Hard Drives	1
Processor:	Dual E5620 Xeon Processor, 2.4GHz 12M Cache, Turbo, HT, 1066MHz Max Mem	1
Memory:	8GB Memory (4x2GB), 1333MHz Single Ranked UDIMMs for 2 Procs, Advanced ECC	1
Mouse:	Optical Two-Button Mouse USB, Black	1
Keyboard:	Keyboard, USB, Black	1
Riser:	Riser with 2 PCIe x8 + 2 PCIe x4 Slot	1
Hard Drive:	73GB 15K RPM Serial-Attach SCSI 2.5" Hot Plug Hard Drive [standard]	2
Hard Drive Controller:	Integrated SAS/SATA RAID 1 PERC 6/i Integrated/SAS6/iR	1
Operating System:	Windows Server 2008, Standard Edition, Includes 5 CALs	1
NIC:	Dual Embedded Broadcom NetXtreme II 5708 Gigabit Ethernet NIC	1
Modem:	Dell Remote Access Card, 5th Generation for PowerEdge Remote Management	1
CD-ROM or DVD-ROM Drive:	DVD+/-RW, SATA, Internal	1
Rack Accessories:	Bezel	1
Server Accessories:	1x2 Backplane for 3.5-inc Hard Drives	1
Documentation Diskette:	Electronic Documentation and OpenManage DVD Kit	1
Feature:	Sliding Ready Rails With Cable Management Arm	1
Misc:	Energy Smart Power Supply Redundant, 570W	1
Misc:	Power Cords, NEMA 5-15P to C14,15 amp, wall plug, 10 feet / 3 meter	2

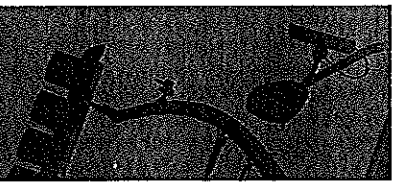


Table 3. Econolite provided Workstations (Quantity 3: MLK Center Lobby, MLK Center Public Works Director's Office and MLK Center Security Office)

Item	Description	Quantity
Workstation:	Dell Precision T5500 Workstation Quad Core Processor E5620, 2.4GHz, 12M, 5.86GT/s	1
Memory:	4GB DDR3 ECC SDRAM Memory, 1066MHz, 4X1GB, Dell Precision TX500	1
Keyboard:	Dell, USB, Quiet KYBD, No Hot Keys, PWS, Black	1
Monitor:	22" Widescreen Flat Panel with Adjustable Stand	1
Video Card:	512MB PCIe x16 NVIDIA Quadro FX 580 Quad Monitor DVI+ 2DP Dell Precision TX	1
Hard Drive:	160GB SATA 3.0Gb/s, 7200 RPM Hard Drive with 8MB DataBurst Cache, Dell Precision TX500	1
Hard Drive Controller:	C1 All SATA Hard Drives Non-RAID for 1 Hard Drive Dell Precision T5500	1
Operating System:	Windows 7 Professional	1
Mouse:	New Dell USB 2 Button Optical Mouse with Scroll, Black Precision	1
NIC:	Broadcom NetXtreme 10/100/1000 Gigabit Ethernet controller PCI Express, Dell Pr 490/690	1
DVD-ROM Drive:	16X DVD+/-RW Data Only Dell Precision TX500	1
Sound Card:	Sound Blaster X-Fi XtremeMusic(D), w/Dolby Digital 5.1 WINXP, Dell Precision T74	1
Misc:	10 Foot Cat 5 LAN Cable	1
Misc:	Transient Protection Power Strip	1

Table 4. Econolite provided hardware – Ancillaries

Item	Description	Quantity
Equipment Rack:	ECPI 72" Enclosed Rack (70"x19"x42") w/ 550cfm fan, Plexiglas front door, louvered rear door, castors	1
KVM/KMM:	8-Port NetDirector 1U Rackmount Console KVM with 19" LCD and 8 PS2/USB Combo Cables	1
Network Switch:	24-port 10/100/1000 LAN Managed Switch	2
Server Backup:	Buffalo TeraStation III Rackmount NAS Server 4GB	1
Backup Power Supply:	APC Smart-UPS Rack Mountable Black 2200 VA UPS System	1
MLK Center Lobby LCD:	60" LCD, Sony Bravia KDL-60EX720, includes cabling to Lobby workstation	1

3.4 Factory Testing and Configuration

After server system components are received at Econolite's Colorado Springs facility, a team of engineers will test the system hardware, install the software, prepare the base map graphics using Navteq data and document the final systems for all configurations. Factory acceptance testing (FAT) will then be performed.

After completion of the FAT, the systems will be inventoried, disassembled, packed, and shipped to the MLK Center for setup by the system integration team.

3.5 Network Deployment

Econolite will coordinate closely with the City in establishing an installation schedule for the communications network. Wireless equipment will be installed and configured at a total of up to 49 locations – up to 47 Phase 1 intersections, plus the Courthouse building and the MLK Center. Intuicom has reviewed a map of the City and recommended two wireless topologies in order to provide reliable and robust communications to the City's traffic signal controllers:

- Point-to-Point Backhaul Links (5 total)
- Point-to-Multipoint Links

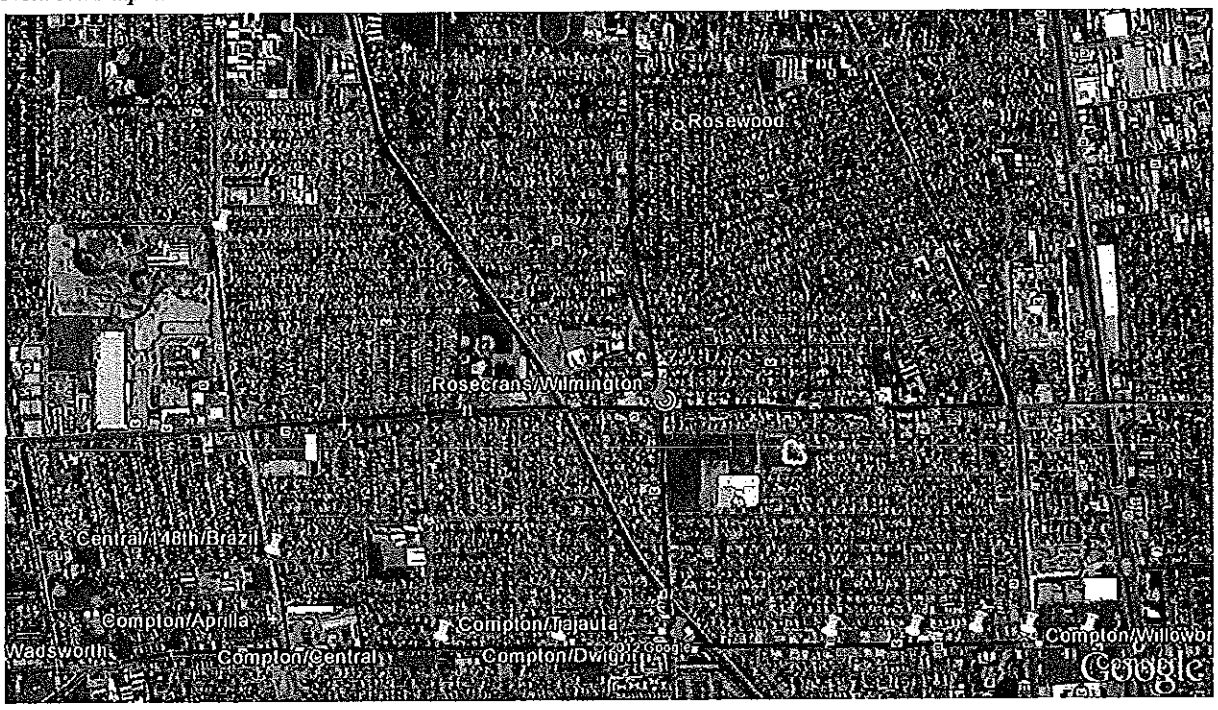
The intended goal of this network design is to satisfy immediate requirements, plan for future Phases/growth and provide the City with a user-friendly and sustainable wireless network.

Point-to-Point Backhaul links are being proposed as follows:

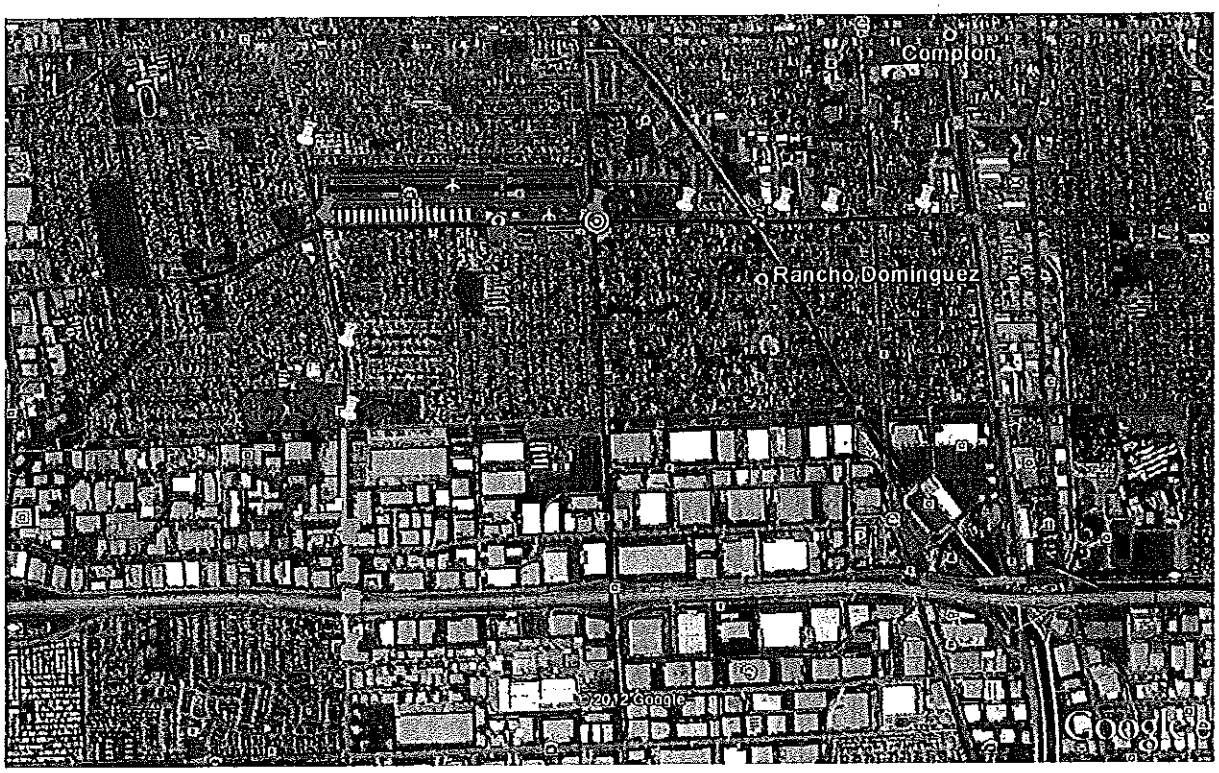
1. Courthouse to Rosecrans/Bullis
2. Courhouse to Rosecrans/Wilmington
3. Courhouse to Long Beach/Alondra
4. Courthouse to Alondra/Wilmington
5. Courthouse to MLK Center

Point-to-Multipoint Links are being provided as detailed in the following network maps. In each case, Remote radios are represented by **YELLOW** pins, Repeater dual radios are represented by RED pins and AP Quad radios are represented by GREEN Pins.

Network Map#1

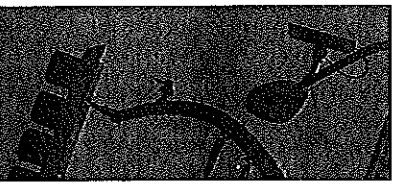


Network Map #2



Network Map #3

Network Map #4



The following table identifies the 47 priority intersections identified by the City, along with the network map for each intersection.

Table 5. Phase 1 Intersections

Int. #	Intersection	Network #	Int. #	Intersection	Network #
1	Compton /Acacia	1	61	Central/148th/Brazil	1
3	Compton /Santa Fe	3	62	Central/156th	2
4	Compton/Alameda	3	67	Central/Caldwell	2
5	Compton/Aranbe	1	68	Central/Rosecrans	1
6	Compton/Bradfield	3	69	Central/Greenleaf	2
7	Compton/Bullis	3	70	Central/St Georges Ware	n/a*
8	Compton/Central	1	81	Alondra/Acacia	2
9	Compton/Dwight	1	82	Alondra/Alameda	4
10	Compton/Long Beach	3	83	Alondra/Bradfield	4
11	Compton/Mayo	3	85	Alondra/Center	2
12	Compton/Oleander	1	86	Alondra/Central	2
13	Compton/Tamarind	1	87	Alondra/Harris	4
14	Compton/Willowbrook	1	88	Alondra/Long Beach	4
15	Compton/Wilmington	1	89	Alondra/Mayo	4
16	Compton/Harris	3	90	Alondra/Oleander	2
18	Compton/Tajauta	1	91	Alondra/Poinsettia	4
53	Alameda/Artesia Off ramp	4	92	Alondra/Santa Fe	4
54	Alemeda/Elm	3	93	Alondra/Tamarind	2
55	Alameda/Manville	4	94	Alondra/Willowbrook	2
56	Alameda/Palmer/Carson	3	95	Alondra/Wilmington	2
57	Alameda/AutoDrive South	4	96	Alondra/Atlantic	4
58	Alameda/Greenleaf	4	97	Alondra/White	4
59	Alameda/Myrrh	4	108	Myrrh/Willowbrook	2
60	Central/Piru	1			

**not located on maps but assumed to be 4 for the Equipment Summary in Table 6*

Table 6 summarizes quantities of wireless equipment being estimated for this project. As a wireless site survey has not been conducted, Econolite cannot guarantee satisfactory wireless communications performance with equipment quantities identified in this table. The actual quantity of intersections brought on-line will be determined at the time of system installation/integration.

Table 6. Intuicom Wireless Equipment Summary

Network	BBS-58 Single Radio	BBS-AP58-58-P Dual Radio	BBS-AP58 Quad Radio	Nitro-58n P2P Radio	Nitro58 PoE Injector	CAB-0102NN 10ft Antenna Cable	FIP4-AMK-P Antenna Mounting Kit
1	9	1	3			12	23
2	7	2	2			6	19
3	5	4	2			16	21
4	9	2	4			20	29
Backhaul				10	10		10
TOTAL	**30**	**9**	**11**	**10**	**10**	**54**	**102**

In addition to wireless equipment described above, Econolite will provide and install five RuggedCom RS900 Ethernet switches to connect the multiple radios at the backhaul locations.

- LA County Courthouse
- Rosecrans and Bullis
- Rosecrans and Wilmington
- Alondra and Wilmington
- Alondra and Long Beach

One of the two 24-port 10/100/1000 managed switches identified in Section 3.3 (Table 4) will be used to connect the rooftop mounted back haul radio at the MLK Center with the ATMS LAN housed within that building. Intuicom will provide BBPro network management software as part of their supply of wireless equipment.

Wireless Network Assumptions & Conditions

Our proposal assumes the City will be responsible for securing roof top access, radio mounting permission, and a source of power at both the Courthouse building and MLK Center. Our proposal also assumes the City or other authorized personnel will supply roof top antenna mounting masts (10 ft minimum) at Intuicom recommended locations.

Given that a professional site survey was not performed in advance of the development of this proposal, no guarantee of path performance or 99.99% network uptime is expressed or implied with this proposal. Our proposal assumes all proposed wireless locations provide a Line-of-Sight (LOS) condition between AP-to-Remote or Repeater-to-Remote locations. Additionally, our proposal assumes RF conditions are reasonable.

3.6 *Centracs* On-site Integration

Econolite will be responsible for all on-site system installation and integration, to include configuring the system using one application server, one communications server, three workstations, and the required peripherals. During on-site integration, and in concert with installation of the communications network, Econolite will integrate up to 47 controllers to the ATMS. Econolite will also develop up to 47 intersection graphics using customer-supplied graphics. If customer-supplied graphics are unavailable, Econolite can coordinate using alternate methods to develop intersection graphics

Setup and configuration of the servers and workstation will require collaboration with the City's IT department.

Synchro Interface

The *Centracs* ATMS for the City is being offered with the optional interface module to Trafficware's Synchro® traffic signal optimization and simulation software. This optional module provides the ability to transfer Econolite supported controller phase and coordination data to/from Synchro.

The *Centracs* Synchro interface provides the ability to import controller phasing and timing data from a Synchro generated Universal Traffic Data Format (UTDF) file into a controller database editor. After importing the UTDF data, the timing information can be saved to the *Centracs* database. From there, it can be edited and then downloaded to the controller. Any subsequent changes made to the timing plans in *Centracs* or uploaded from a controller can also be exported back into the UDTF file for import to Synchro.

The *Centracs* Synchro interface module supports Synchro 6 and Synchro 7 for all Synchro 6 compatible data formats. The *Centracs* Synchro Interface Module license only pertains to *Centracs* and the option to export and import data to/from the external Synchro software, it does not include the Trafficware Synchro software itself.

3.7 Documentation

Econolite will provide the City with a project binder that includes all product manuals. All documentation will be provided upon integration of the system. In an effort to conserve paper and the environment, Econolite offers online help and electronic documentation. Econolite can print the required documents but would like the City's support in using electronic documentation as circumstances allow.

3.8 Training

Econolite will provide training to the City after the Econolite system integration team demonstrates the system is functionally operational (installed and communicating with controllers on the bench or in the field). Econolite's pricing for this project includes one (1), two-day session with all training materials for the *Centracs* system and one (1) two-day session with all training materials for the communications network. These trainings will include instruction on system functionality, use, configuration, and administration. Econolite understands that some areas may require more in-depth training than others, and in those cases, we are able to adjust the curriculum according to the City's specific needs. Training should be conducted at the TMOC for optimal understanding of the system and should include no more than ten (10) people.

3.9 *Centracs* Acceptance Testing

After training is completed, an Econolite Engineer will perform the *Centracs* Acceptance Test (CAT) in conjunction with City personnel. Performing the acceptance test after the City has undergone training and been able to interact with the software for a short period, allows personnel a better understanding of the software and system performance. The CAT will consist of an operational demonstration to the City of all major software

components using test controllers on the bench and employing a standard system acceptance test developed by Econolite. This test documentation will be provided to the City for review upon request. Network testing will also be conducted at this time. Econolite will demonstrate the communications network is functioning properly and performing as designed.

3.10 Project Acceptance

Upon successful completion of all project deliverables and the CAT, Econolite will provide a project letter of acceptance to the City. This letter recognizes project closure and documents the date from which all warranties will take effect.

3.11 On-going support

Econolite prides itself on providing unparalleled support and service to the traffic community and has done so for over 75 years. We provide factory warranties to back all of our products and software maintenance agreements for ongoing service after factory warranties have expired for our systems. We have the capability of remotely connecting to any of our supported systems given a proper VPN connection, allowing our engineers to provide support, technical assistance and/or troubleshooting from anywhere in the world.

Warranty

Econolite provides a one (1) year warranty from the date of system acceptance for Econolite developed ATMS software. Our standard product warranty applies to all other Econolite products and the standard manufacturer's warranty is applied to third-party products.

4. Pricing

Summary

Proposal pricing includes:

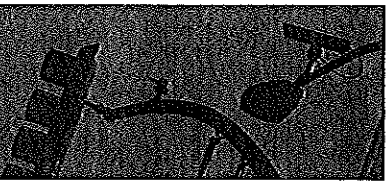
- *Centracs* ATMS (125 intersection license)
- *Centracs* Synchro Interface Module
- Final Network Design document
- Central hardware as detailed in Section 3.3
- One main map based on Navteq data and up to 47 intersection graphics
- System installation and integration of 47 intersections
- Communications system supply and deployment, as detailed in Section 3.5
- Training on the *Centracs* ATMS (2 days) and the communications network (2 days)
- System Documentation
- System Testing

Detailed Pricing

The following pricing is valid for **60** days from the revision date of this proposal (*front cover*):

Table 6. Pricing

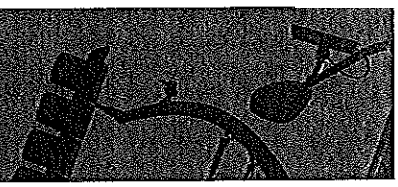
Item	Quantity	Unit Price	Extended Price
***Centracs* ATMS**			
Software, Licensing, Installation, Configuration, Integration Training & Testing	L.S.	$153,000.00	$153,000.00
Central Hardware (Section 3.3)	L.S.	$32,400.00	$32,400.00
		Subtotal ATMS Price	**$185,400.00**
Communications Network			
Intuicom Equipment (Table 6)	L.S.	$205,270.00	$205,270.00
RuggedCom RS900-HI-D-00-00-00-XX	5 ea.	$1,485.00	$7,425.00
Network Equipment Field Installation	52 ea	$1,200.00	$62,400.00
		Subtotal Network Price	**$275,095.00**
		Shipping	$3,000.00
		Sales Tax (9.75%)	$33,710.00
		Total Price	**$497,205.00**



Pricing Terms and Conditions

Payment terms are as follows:

- Shipping and sales taxes are estimated in pricing and will be billed at actual expense.
- Computer Hardware & Equipment - 100% upon shipment of material(s)
- Software, Installation & Integration - 85% of total system price less hardware upon completion of installation
- Training - 10% of total system price less hardware upon completion of training
- Acceptance Test - 5% of total system price less hardware upon completion of test
- Field Equipment - 100% upon shipment of material(s)
- Field Modification labor - 100% upon completion of work



5. Appendix A – *Centracs* System Specification

#8.

Specification

CENTRACS®

Advanced Transportation Management System

Software and System Specifications

3360 E. La Palma Avenue, Anaheim, CA 92806
P. O. Box 6150, Anaheim, CA 92816-6150
PH: (714) 630-3700 • Fax (714) 630-6349

ECONOLITE
Solutions that Move the World®

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#8.

1. Glossary

ATMS – Advanced Transportation Management System

COTS – Commercial Off-the-Shelf

CRC – Cyclical Redundancy Check

ITS – Intelligent Transportation System

LAN – Local Area Network

NTCIP – National Transportation Communications for ITS Protocol

PTZ – Pan/Tilt/Zoom

SMS – Short Message Service (text messaging for cellular phones)

TOD/DOW – Time-of-Day/Day-of-Week

TRO – Traffic Responsive Operation

TSP – Transit Signal Priority

TWP – Twisted-Wire-Pair copper interconnect

VOS – Volume/Occupancy/Speed

VPN – Virtual Private Network

3360 E. La Palma Avenue, Anaheim, CA 92806
P. O. Box 6150, Anaheim, CA 92816-6150
PH: (714) 630-3700 • Fax (714) 630-6349

2. Introduction

2.1. System Software Overview

2.1.1. The system shall be a Commercially-available Off-the-Shelf (COTS), National Transportation Communication for ITS Protocol (NTCIP) compliant, Advanced Transportation Management System (ATMS) software application.

2.1.2. The software shall provide, as a base, an intersection control and traffic management software platform, from which additional ITS applications can be integrated.

2.1.3. All additional ITS features and functionalities shall be modular and integrated seamlessly into a single user interface.

2.1.4. The system shall utilize the following Microsoft® products for each aspect of the system:

2.1.4.1. Core Database: SQL 2008
2.1.4.2. Server OS: Server 2003 or newer
2.1.4.3. Workstation OS: XP, Vista or Windows 7 Professional
2.1.4.4. Laptop OS: XP, Vista or Windows 7 Professional

2.2. System Software Standards

2.2.1. NTCIP 1201 and 1202 communications protocol standard shall be implemented in such a manner that the system can adapt to changes in technology and increase functionality over time with minimal impact on individual system components. The system developer and the controller manufacture shall verify that the system and controller firmware are NTCIP compliant and compatible.

2.2.2. The primary communications standards shall be NTCIP 1202 and 1202 based for communicating from Center-to-Field (C2F) and the developer shall document the standards to which the systems level of conformity of each standard is developed.

2.3.System Software Architecture

2.3.1. The system shall use client/server architecture and distributed processing to achieve a flexible and scalable design.

2.3.2. System Modularity shall provide the user the capability to add or modify functionality with little or no impact on currently installed modules or functionality.

2.4.Software Updates

2.4.1. The central software shall incorporate a means for client workstations to be automatically updated with new versions that are installed on the server. Upon attempting to login to the server, the client shall determine if a newer version is available at the server installation. If not, the client shall complete the login normally. If there is a newer version the user shall be given the option to have it automatically downloaded, installed, and run with no additional action required by the user.

#8.

2.5.System Device Integration

2.5.1. Any device shall be added or deleted from the system without the use or requirement of .ini or editable text files.

2.5.2. Devices shall be added or deleted from the system by right-clicking on the main map display or entity tree and selecting the proper menu item.

2.5.3. Properties of one device shall be able to be copied to other devices of like make and model in the entity tree. Not all properties of every device shall be required to be transferrable.

2.5.4. When adding a device, a dialog box shall be used to enter all the required and optional parameters to allow the device to be integrated into the system and all displays.

2.5.5. Each device shall be configured to communicate through a communications server and allowed to be on-line or off-line to reduce failures and alerts for devices not currently connected to the system.

3. System Functions

3.1. Center-to-Field Communications

3.1.1. The system shall communicate to the field devices using Ethernet or serial communications, using the agency's LAN, licensed band or spread-spectrum radios, private twisted-wire-pair copper (TWP), or fiber-optic cabling.

3.1.2. The system shall communicate with field devices using NTCIP protocols, or established proprietary protocols.

3.1.3. The system shall be capable of controlling, receiving status and data from, uploading and downloading field data, and applicable control parameters to and from each device.

3.1.4. The system shall maintain a copy of each field device's database of applicable operational parameters.

3.2. Database Administration, Security, and System Access

3.2.1. The system shall provide, at the top level, the ability to manage the ATMS and all device databases to monitor and control all field devices from one central location and optional remote facilities.

3.2.2. Each system client workstation or laptop shall require a username and password for any user, this is assigned by the system administrator. The username and password may be the same as that used by the operating system, but shall be required to be entered for each new system session.

3.2.3. The system shall allow for user and group privileges to be defined and assigned by the Administrator.

3.2.4. Operating privileges should be available for the following:

3.2.4.1. System Administrator Configuration – full access to all system functions

3.2.4.2. Inter-jurisdictional control – full access, partial access, read-only access to other agencies field devices, status, and logs.

3.2.4.3. User Profile Configuration – full access or read-only access to functions below (at a minimum), regardless of device type:

- Device configuration – adding, editing, deleting devices, and properties
- Device control – sending commands and instructions to devices

- Database configuration – access to modifying or editing segments (all or portions) of existing device databases
- Database maintenance – backup, restore, archiving, etc
- Database report creation and generation – includes standard and custom reports
- Map display characteristics– base map controls and intersection display editing
- GUI settings and editing – modifying desktop settings
- Communications configurations – modifying communications to the field

3.3. Database Management

3.3.1. Traffic Signal Controller Database

3.3.1.1. Database management shall allow programming of the intersection controller databases.

3.3.1.2. Each device shall have separate database programming pages. These pages shall contain all the programming options unique to each device.

3.3.1.3. Programming entries shall primarily consist of numerical or text values, YES/NO or ON/OFF entries, or appropriate values for each type of device. Check boxes shall be used for flags as appropriate. Hexadecimal or binary code shall not be used as entry values unless the data is represented in a similar encoded form on the controller's front panel display.

3.3.1.4. During program entry, the new data shall overwrite the old data. If the data entered is out of range, changes shall not be permitted and an error message shall alert the user.

3.3.1.5. When a user is editing data for a specific device, that database shall be "locked" and unavailable for edit by other users.

3.3.1.6. Standard industry accepted traffic engineering terminology shall be used throughout the programming displays.

3.3.1.7. Mnemonic usage shall be minimized and limited to recognized traffic engineering terms.

3.4. Database Upload/Download

3.4.1. Upload/download shall transfer the programmable database from/to the selected device.

3.4.2. All upload/download data shall be verified for integrity using CRC techniques.

3.4.3. Following an upload, it shall be possible to compare the controller configuration to the database on file.

3.4.4. The system shall provide the ability for users to schedule a database comparison. Based on operator command or TOD/DOW schedule, the system shall automatically upload databases from devices and compare to database versions stored in the central database. The results of this comparison shall be available in a device comparison log. The log shall contain the following information on a per controller basis:

- Device number
- Status (upload failed, databases differ, databases match, no upload present)
- Date and time of last database comparison

3.4.5. It shall be possible to switch between the uploaded data and the central data with a simple menu selection. The differences shall be highlighted on the uploaded data.

3.4.6. It shall be possible to revert a controller database configuration to any previously saved version for that location.

3.4.7. The system's device database management shall provide an operator menu selection interface that is similar to the controller's menu selections.

3.4.8. When the operator of the ATMS selects either an upload or a download of a field device database, it shall be possible for the operator to select only the segments of the database to upload or download provided the field device can accept data transfer in this manner.

3.5. Maintenance and Malfunction Notification

3.5.1. At a minimum, the system shall be capable of automatically sending alphanumeric messages (SMS – text messaging) to cellular telephones and email addresses upon detecting problems with the system or from any device.

3.5.2. Malfunctions notifications shall also appear as a pop-up alarm, or similar notification, on each workstation logged into the system, provided a user has been configured to receive pop-up alarms, and that user is logged onto the system.

3.5.3. Malfunction notifications shall consist of at least three (3), user configurable, priority levels, to include "informational" (low priority), "warning" (medium priority) and "critical" (high priority) alerts.

3.5.4. Acknowledgements of incoming malfunction alarms shall be required for all medium and high priority on-screen notifications. Low priority alarm notifications shall not require acknowledgements.

3.5.5. Malfunction alerts shall be sent via text (SMS) or email notifications and shall be configurable by TOD/DOW, allowing recipients to be selected based upon severity or priority of event and to issue text/email messages sent to multiple devices or addresses.

3.5.6. Notifications shall allow a confirmation to assure that the malfunction has been acknowledged.

3.5.7. If no acknowledgement is received upon expiration of a user programmable time-out period, subsequent notifications shall be configurable to be sent (or escalated) to alternate devices.

3.5.8. The system shall log all malfunction notifications, retries, and acknowledgements with time and date stamps. The first acknowledgement shall be recorded; all others shall be ignored.

3.6. System Analysis and Engineering Tools

3.6.1. The system shall include engineering and analysis tools, providing users the ability to comparatively evaluate current system and field operation, historical operation, or proposed changes to operation. These tools shall include, but not limited to:

3.6.1.1. Interface to third party traffic plan optimization software
3.6.1.2. Time-space diagrams
3.6.1.3. Split monitor displays
3.6.1.4. Traffic system and operational analysis reports

4. System Graphical User Interface

4.1. General Display Features

4.1.1. The main application window shall be divided into multiple rectangular areas or "containers". It shall be possible to drag and drop most status windows into one of these container areas.

4.1.1.1. Upon being dropped, or docked in a container, the window shall automatically resize to

fill the area and be contained or docked within that area.

4.1.1.2. It shall be possible to click on the title bar of a window that has been contained and drag it out of the container where it will become a free floating window.

4.1.1.3. It shall also be possible to float or to un-dock windows by clicking a button in the window's title bar.

4.1.1.4. It shall be possible to drop multiple windows into any container area. When this occurs, the container area shall present a tabbed layout for the container with a tab for each contained window such that clicking on a tab will bring the associated window into view in the container.

4.1.2. It shall be possible to open multiple application windows, each of which shall include container areas as previously described for the main application window.

4.1.3. It shall be possible for the user to select different arrangements or numbers of container areas in the main application windows.

4.1.4. It shall be possible to change the size of container areas by clicking and dragging the border between container areas.

4.1.5. A user's display shall be restored to its last known state when the user logs into the system and opens a preference set.

4.1.6. The restoration of a user's last known display configuration shall be independent of the most recent workstation used by the user.

4.2.Main Map Display

4.2.1. The system shall incorporate an agency-wide map as the major portion of the main graphics display.

4.2.1.1. The main map shall be displayed in any or all of the available "containers" simultaneously.

4.2.1.2. Each event of the map display shall be configured independently, to be utilized as individual sub-area displays.

4.2.1.3. The map displays shall have pan and zoom capabilities.

4.2.1.4. Zoom level ranges shall be configurable.

4.2.1.5. At each zoom level range, the display of different dynamic status and real-time status data shall be configured.

4.2.2. The system shall update the status of all devices on all map display at least once per second, with no more than four seconds latency, once data is retrieved from a field device.

4.3. Scheduler

4.3.1. A means shall be provided by which a user can schedule events and functions to be implemented or terminated by TOD/DOW, and shall include means by which the events can be called with the following frequencies:

- Daily
- Weekly
- Annually
- Seasonally
- Holidays
- Special – an event for any situation not described above (IE. sporting events, concerts, etc.)

- One-Time Event – provide the ability to run an event once and only once.

4.3.2. The scheduler shall provide a means by which alerts can be configured to be delivered to different individuals via email or text (SMS) messages by TOD/DOW.

4.4.Manual Commands

4.4.1. Manual commands shall offer the same functionality for initiating or terminating events and functionality as the Scheduler, but with the following exceptions:

4.4.1.1. Manual commands shall override any normally scheduled event.

4.4.1.2. Manual commands shall be implemented using the following modes:

- Immediate and full manual
- Immediate with limited duration
- Scheduled with limited duration

4.5. Additional Displays

4.5.1. The system shall allow additional displays, each of which can be opened or closed at any time, and float or be docked into a container. The system shall include the following displays, at a minimum:

4.5.2. Entity Tree

4.5.2.1. All devices configured in the system shall be displayable on an "entity tree".

4.5.2.2. The entity tree shall allow the user to sort and filter by device type, allowing the user to easily locate any device.

4.5.2.3. The user shall be able to add any device to the entity tree by right-clicking in the window and selecting the appropriate device type to add.

4.5.2.4. The device shall then be added to the main map by clicking on the device in the entity tree and dragging and dropping the device onto the main map display. The device does not have to be placed on the main map to be useable.

4.5.2.5. The Entity Tree shall list all the installed devices on the system, and shall be common across all workstations.

4.5.3. The current status of devices shall be displayable in real time.

4.5.4. Alerts

4.5.4.1. The system shall provide an alert indicator which is always visible on the main window, providing real-time details on the number of open alerts and the criticality of each alert.

4.5.4.2. The system shall provide an alerts window, displaying all alerts from the system or field devices, along with specific details including alert aging.

4.5.4.3. This display shall be updated in real time with the event details, along with a time and date stamp and any acknowledgement information.

4.5.4.4. Alerts shall provide three levels of user-definable criticality:

- Critical (highest level)
- Warning (medium level)
- Information (lowest level)

4.5.4.5. The alert window shall provide a means by which users can acknowledge, un-acknowledge, and close individual critical and warning alerts.

4.5.4.6. All acknowledgements, un-acknowledgements, and closures shall be time and date stamped with the user's credentials upon change of status.

4.5.5. Intersection Display

4.5.5.1. The system shall provide a display where intersection timings, phase details, and ring information is presented in graphical form.

4.5.5.2. Any intersection display shall easily be accessed by selecting the device on the main map or device tree and double-clicking over the selection. The intersection display shall then float over the containers or be attached to a container by dropping it into the container of the user's choice.

4.5.5.3. The intersection display, when floating, shall be able to be stretched to any size for better visibility, and all components of the display shall resize accordingly without pixilation (shall employ vector drawing).

4.5.5.4. Phase indication arrows shall be programmable for up to 16 phases, including protected/permissive movements and overlaps.

4.5.5.5. Protected/permissive indications shall be configured as one of the following: MUTCD flashing left turn yellow arrow, 5 section left prot/perm left turn, or Canadian Fast-Flash left turn

4.5.5.6. All intersection-level graphics shall be placed on a zoomed-in portion of the main map or graphical image of the intersection by selecting the graphic from a menu and dropping it on the intersection.

4.5.5.7. All intersection-level graphics shall be associated with a phase, overlap, or function (preemption, status, alarms, etc.), and shall change color or appearance upon change of status at the intersection.

4.5.5.8. Intersection graphics configurations shall be transferrable from one intersection to another.

4.5.5.9. Animations of some display components shall be provided for better visibility, recognition, and attention.

4.5.5.10. Users shall be able to place a remote vehicle and/or pedestrian call to any enabled phase through controls placed on the Intersection Display Window.

4.6.Device Grouping

4.6.1. All devices shall be added and configured within a common Entity Tree. Any device shall be allowed to be assigned as a stand-alone entity, not associated with any other entity or device, System, Section, Subsection or Group.

4.6.2. Any device in the Device Tree, shall be assigned to one of the following static groups:

4.6.2.1. System – associated with an agency or jurisdiction. System events shall have the lowest priority control over all other scheduled events.

4.6.2.2. Section – associated with a portion of a system. Section events shall have higher priority than System Events, but lower priority than events scheduled on Subsections.

4.6.2.3. Subsection – associated with a portion of a Section. Sub-section events have higher priority than events scheduled on Sections, but lower priority than those scheduled for flexible Grouped intersections.

4.6.3. Any device in the Device Tree shall also be included into one or more flexible groupings. These Groups shall allow users to associate entities with common requirements for TOD scheduling, action plan control or manual command operation, and placed into their own unique grouping. Group commands override System, Section or Subsection events. Events scheduled on Groups have higher priority than all the groupings in the section above, but lower priority than a Stand-alone device.

4.6.4. Devices shall also be capable of being added to the entity tree as a Stand-alone device, not associated with any Static or Flexible Grouping. Scheduled events to these devices have highest priority of all, over all other scheduled events.

4.6.5. Devices, Systems, Sections, Subsections and Groups shall also be capable of being dynamically grouped by TOD schedule or by manual commands. Any static group, flexible group, device, or combination thereof shall be configured into a single scheduled event, action plan, or manual command and operate as a single entity.

4.6.6. Manual commands shall follow the same prioritization as above for scheduled events with respect to grouping, but they shall override any currently scheduled event for the devices being commanded.

5. Intersection Control Functions

5.1. Intersection Controller Access

5.1.1. Access to the intersection controllers shall be controlled by privileges associated with system user logon IDs.

5.1.2. Any field located intersection controllers, connected to the system shall be capable of being represented by objects on the system map.

5.1.3. *The system* shall provide database management with full upload, download and control to Econolite *ASC/2, ASC/3* controllers, 2070 controllers running the Econolite *ASC/2070, ASC/3 2070* or Eagle EPAC ver. 4.01D controllers using NTCIP 1202 communications protocols, or *Oasis*™ firmware, controllers and 170 controllers running Wapiti W4IKS, rev. 55a (6800) or 15 (HC11) using Econolite ACT protocols.

5.2. Intersection Status and Operational Details

5.2.1. At a minimum, at all zoom levels the agency-wide map display shall dynamically identify the following status for each traffic signal, in real or near-real time:

5.2.1.1. Free Operation
5.2.1.2. Coordinated Operation
5.2.1.3. Transitioning between Free and Coordinated or from one Coordination pattern to another
5.2.1.4. Flash
5.2.1.5. Preemption
5.2.1.6. Transit Signal Priority (TSP) Service
5.2.1.7. Loss of Communications

5.2.2. When zooming in, the main map shall automatically provide a greater level of detailed information, at user-set and configured zoom levels, including, but not limited to:

5.2.2.1. Signal colors or overlaps (green, yellow, red)
5.2.2.2. Active Coordination pattern (if in Coordination Operation)
5.2.2.3. Active Preemption plan (in Preemption only)
5.2.2.4. Signal colors for all pedestrian phases in use
5.2.2.5. Graphical representation of demand on vehicle phases and pedestrian phases
5.2.2.6. Graphical representation of active special function outputs
5.2.2.7. Detailed timing and controller information to include (when zoomed to intersection level):
- Coordination Status

- Programmed and actual cycle length
- Programmed and actual offset
- Programmed and actual phase timings
- Alarm status
- Overlap timings and status
- Phase Next

5.3. Intersection Control Modes

5.3.1. Traffic-Responsive (TR) - A controller shall be considered to be in the TR mode when it is operating on-line under central supervision and responding to system commands for plan selection based on the traffic-responsive algorithm.

5.3.2. Time-of-Day (TOD) - A controller shall be considered to be in the TOD mode when the controller is operating in a pre-determined timing plan based on a TOD schedule stored in the central database.

5.3.3. Manual - A controller shall be operating under the MAN mode when it is responding to system commands for plan selection issued from central control using manual override. From the perspective of the controller, this mode shall be identical to TR or TOD.

5.3.4. Failed - A controller shall be deemed "Failed" when the controller fails one or more monitoring checks. Once failed, a controller shall be in the failed mode until the problem has been corrected and the failure state has been cleared by periodic system retry commands.

5.3.5. Local - A controller shall be in the LOCAL mode when the local intersection controller makes the plan selection decision. The central system can command a local intersection to run in LOCAL mode, or LOCAL mode may result from manual command at the intersection. Communication of detector data and other status information shall continue even when in LOCAL mode.

5.3.6. Flash - Flash mode status shall be logged for each entry or exit from flash. The system shall have the be capable of detecting and reportin Central Flash, Cabinet Flash and Conflict or MMU Flash events provided the controller is able to discriminate between them and report its mode.

6. System Analysis and Engineering Tools

6.1. Time/Space Diagrams

6.1.1. The system shall allow the operator to display time-space diagrams. At a minimum, the operator shall be able perform the following:

6.1.1.1. Display time-space diagrams for both programmed and real-time coordination timings.
6.1.1.2. Display sloping progression bands for each direction of travel on the same diagram.
6.1.1.3. Dynamically adjust programmed (not real-time) offsets by "clicking" on an intersection's time bars and "dragging" the bars in either direction.
6.1.1.4. The System shall be able to save offset adjustments to the database and download them to the controller.
6.1.1.5. Display the current offset as a numeric value next to each intersection.
6.1.1.6. Select the phases and/or overlaps for progression phases.

6.2.Split Monitor

6.2.1. The system shall include a real-time split monitor that provides, at a minimum, the following functionality:

6.2.1.1. It shall be possible to present the operator with an analysis of the splits of an intersection per phase

6.2.1.2. The system user shall be able to view and process both programmed and actual real-time data.

6.2.1.3. Programmed timing data for each phase shall be obtained from the current database of controller timings stored in the central system.

6.2.1.4. Actual real-time data for each phase shall be obtained by monitoring the controller status on a second-by-second basis.

6.2.1.5. Number of cycles analyzed shall be displayed.

6.2.1.6. It shall be possible to select the period for which the data shall be displayed by start and stop time and date, day of week, the last occurrence of a plan, or the last X minutes (where X is defined by the operator).

6.2.1.7. Actual splits shall be grouped together in "bins" and histograms used to graphically show the distribution of timings over the data collection period.

6.3.System and Operational Reports

6.3.1. The system shall provide a list of reports, providing information compiled from data retrieved from the system and any field device capable of logging data. These reports shall include, but not be limited to the following:

- Alerts Log Report
- Detector VOS Data
- Device Communications Configuration Report
- Scheduler Report
- Signal Changes Report
- Signal Detector Events Report
- Split Monitor Report
- System Events Report
- Upload and Compare Report
- Detector VOS Reports
  - Daily
  - Hourly
  - Multi-date / Hourly
  - Multi-date / Daily

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3360 E. La Palma Avenue, Anaheim, CA 92806
P. O. Box 6150, Anaheim, CA 92816-6150
PH: (714) 630-3700 • Fax (714) 630-6349

ECONOLITE Group, Inc.

The Solution Team

Date: July 9,2013

To:		
	Compton; City of **205 South Willowbrook Ave** **Compton, CA 90220** **Public Works Director**	**Re: Re: Intuicom Site Survey** **Project Ref: City of Compton Intuicom Site Survey for 110 intersections.**

On-Site Wireless Site Survey including Wireless Path Analysis Report for 110 intersections include:

Item #	Part #	Qty	Description	Price per	Extended
1	Intuicom Site Survey	1	Intuicom Site Survey for 110 intersections including field support for site survey		$84,300.00

SubTotal		$84,300.00
Shipping & Handling*		
Taxes**		
TOTAL		$84,300.00

• Site Survey o 4-6 wireless locations per day (based on network size and overall layout). o A Google Earth file (containing all locations) and an application overview must be submitted to Intuicom in order to receive quotation for field services. o 3weeks notice required for any on-site engineering services (IE. field site survey). o Authorized installers will supply and operate bucket truck to assist Intuicom personnel with the antenna alignment and testing of wireless connections. o (x2) 5.8GHz Integrated Panel Wireless Hardware Kits are supplied by Intuicom for the field testing.
O An Intuicom Engineer will generate site survey report consisting of propagation simulation models, real world RF statistics (RSSI & Noise) and a wireless hardware list. In addition, a visual inspection of all proposed antenna mounting locations will be reviewed and documented.

Note: Each product listed in this quotation is available for purchase separately at the itemized price listed.

Unless specifically requested or noted on this quotation, the product(s) quoted herein may or may not comply with any Buy America requirements.

Quote Valid For: 60 Days
FOB: Econolite Factory
Terms: Net 30 Days
***Shipping: Not Included**
****Taxes: Not Included**

Gina Prohaska

Gina Prohaska-Account Manager
Mobile: 714-392-0321
gprohaska@econolite.com

#8.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT, CONSTRUCTION/INSTALLATION AGREEMENT AND ISSUE A PURCHASE ORDER TO ECONOLITE GROUP, INC. FOR THE DEVELOPMENT AND INSTALLATION OF THE ADVANCED TRANSPORTATION MANAGEMENT SYSTEM LOCATED IN THE TRAFFIC MANAGEMENT OPERATIONS CENTER AT THE MARTIN LUTHER KING JR. TRANSIT CENTER (CIP# 12-01)

WHEREAS, this Resolution authorizes the City Manager to enter into two (2) agreements and issue purchase orders to Econolite Group, Inc. ("Econolite") for a Site Survey and the development and installation of the Advanced Transportation Management System (ATMS) located in the Traffic Management Operations Center at the Martin Luther King Jr. Transit Center (Transit Center); and

WHEREAS, the City of Compton is interested in deploying an Advanced Transportation Management System (ATMS) to manage and control the signalized intersections; and

WHEREAS, as part of the deployment, the City intends to install a wireless Ethernet communications network to provide communications from its signalized intersections back to the Transit Center where the ATMS will be housed; and

WHEREAS, due to budget constraints, the City will be deploying the wireless network in phases, thus the first phase (covered by the proposal) will provide communications between the Transit Center and up to 47 City signals; and

WHEREAS, staff received a single proposal from Econolite in the amount of $497,205.00 for Phase One (1) of the Advanced Transportation Management System covering the 47 intersections that would be constructed within the current funding allocation; and

WHEREAS, staff also received a site survey proposal from Econolite Group Company in the amount of $84,300.00 for professional site survey of the citywide signal system; and

WHEREAS, the site survey would allow Econolite to visual inspect each traffic control cabinet located at all 110 intersections to ensure the compatibility with the new system which will help satisfactory wireless communication performance of the ATMS; and

WHEREAS, because the City already uses Econolite traffic controllers, intersection signal cabinets and Autoscope video detection, the use of Centracs will provide the City with the opportunity to easily integrate the existing infrastructure equipment, and save on additional technology costs; and

WHEREAS, funds have been allocated in the Public Works 2013-2014 Fiscal Year budget in an amount not to exceed $581,505 in Account No. 1900-710-000-4290.

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

SECTION 1. That the City Manager, upon the advice of the City Attorney is authorized to enter in a professional services agreement with Econolite to perform a Site Survey of the Citywide signal system.

SECTION 2. That the City Manager, upon the advice of the City Attorney is authorized to enter into a construction/installation agreement with Econolite for the development of the Advanced Transportation Management System located in the Traffic Management Operations Center at the Martin Luther King Jr. Transit Center.

SECTION 3. That purchase orders are authorized to be issued to Econolite in the amount of $84,300.00 (Eighty Four Thousand Three Hundred Dollars) for performance of the Site Survey and $497,205.00 (Four Hundred Ninety Seven Thousand Two Hundred Five Dollars) for the installment of the Advanced Management System.

SECTION 4. That funds for this expense are allocated in the 2013-2014 Fiscal Year budget in Account No. 1900 710 000 4249.

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

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

ADOPTED this _____ day of _____, 2013.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2013.

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: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND A CONSTRUCTION/INSTALLATION SERVICES AGREEMENT AND ISSUE A PURCHASE ORDER TO ECONOLITE GROUP, INC. FOR THE DEVELOPMENT OF THE ADVANCED TRANSPORTATION MANAGEMENT SYSTEM LOCATED IN THE TRAFFIC MANAGEMENT OPERATIONS CENTER AT THE MARTIN LUTHER KING JR. TRANSIT CENTER (CIP# 12-01)**

John Strickland	**7/23/2013 1:53:44 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

<LegalName>	**<LegalDate>**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**8/22/2013 6:26:48 PM**
CITY CONTROLLER	DATE
G. Harold Duffey	**8/12/2013 7:14:22 PM**
CITY MANAGER	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.

September 3, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: G. HAROLD DUFFEY, CITY MANAGER

SUBJECT: REQUEST A PUBLIC HEARING TO RECEIVE COMMENTS ON THE PROPOSED CITIZEN PARTICIPATION PLAN AND SUBSTANTIAL AMENDMENT TO REPROGRAM HUD FUNDS.

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. In addition, it is required to hold public hearings to receive input from residents on proposed changes to the Citizen Participation Plan. Therefore, in order to notify the public about the proposed Substantial Amendment and proposed Citizen Participation Plan, a public hearing is requested for **Tuesday, September 24, 2013 at 5:50pm**. This is being re-scheduled from the previously approved **Tuesday, September 3, 2013 at 5:50pm**, due to delayed reimbursement request submittals from prior year funded non-profit agencies.

G. HAROLD DUFFEY
CITY MANAGER

September 3, 2013

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY'S OFFICE

SUBJECT: REQUEST TO SET A CONDITIONAL USE PERMIT (CUP) HEARING AND BUSINESS LICENSE HEARING FOR THE *BROTHERS OF THE SUN MOTORCYCLE CLUB* LOCATED AT 605 SOUTH LONG BEACH BOULEVARD IN THE CITY OF COMPTON

Tuesday, October 15, 2013 @ 6:15 p.m.

SUMMARY:

The City Council will consider a request to schedule a Conditional Use Permit (CUP) hearing and business license hearing on **Tuesday, October 15, 2013 at 6:15pm,** for the *Brothers of the Sun Motorcycle Club* located at 605 S. Long Beach Boulevard, Compton, California 90221.

BACKGROUND:

The *Brothers of the Sun Motorcycle Club* is an organization that owns and operates the property located at 605 S. Long Beach Boulevard. In 1977, the *Club* submitted an application to the Planning Commission seeking permission for special use of the property to operate a private club. On or about February 23, 1977, the City's Planning Commission adopted Special Use Permit #1282 subject to certain conditions listed in the Permit (now referred to as a Conditional Use Permit (CUP)).

STATEMENT OF THE ISSUE:

Due to the extensive passage of time since the adoption of the *Club's* CUP and the recent crimes that have occurred in the area, City staff, in conjunction with the Los Angeles Sheriff's Department, believes that it would be prudent to review the CUP for this property for possible revocation or modification. A review of this property's CUP has not occurred in more than thirty-five (35) years.

Pursuant to Compton Municipal Code Section 30-26.5 *et. seq.,* the City Council may order a revocation, modification, temporary revocation or temporary

modification of a CUP when it finds that such an order is needed for purposes of maintaining the health, safety and welfare of the City. Any such modification or revocation of a CUP shall be accomplished by a formal resolution of the City Council after a public hearing is held by the City Council upon adequate notice to the affected parties (i.e. property owner and/or occupant).

Furthermore, pursuant to Compton Municipal Code Section 9-1.31 et seq., the City Council may revoke or suspend any license, permit, or certificate issued by the City.

RECOMMENDATION:

Staff recommends that the City Council schedule a Conditional Use Permit hearing and business license hearing on this matter for **Tuesday, October 15, 2013 at 6:15 p.m.**

CRAIG J. CORNWELL
CITY ATTORNEY

September 3, 2013

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

FROM: **CITY ATTORNEY'S OFFICE**

SUBJECT: **REQUEST TO SET A CONDITIONAL USE PERMIT (CUP) HEARING AND BUSINESS LICENSE HEARING FOR THE *HUB MOTEL* LOCATED AT 714 SOUTH LONG BEACH BOULEVARD IN THE CITY OF COMPTON**

Tuesday, October 15, 2013 @ 6:30 p.m.

SUMMARY:

The City Council will consider a request to schedule a Conditional Use Permit (CUP) hearing and business license hearing on **Tuesday, October 15, 2013 at 6:30 p.m.,** for the *Hub Motel* located at 714 S. Long Beach Boulevard, Compton, California 90221.

BACKGROUND:

In 1957, the former property owners of the property located at 714 S. Long Beach Boulevard submitted an application to the Planning Commission seeking special approval for the use of said property to construct a motel. On or about June 12, 1957, the City of Compton's Planning Commission held a public hearing and adopted Resolution No. 556 granting the request for the construction of a motel to be located at 714 South Long Beach Boulevard. At the time of the public hearing the Commission found, among other determinations, that there would be no detriment to public safety and welfare of the City if applicants' request was granted and no detriment would result to adjoining and adjacent properties if the request was granted.

STATEMENT OF THE ISSUE:

Given the extensive passage of time since the Commission's approval of this special use permit (now referred to as a Conditional Use Permit (CUP)) along with the recent criminal activity occurring in the area, staff recommends that a hearing be set to determine whether a revocation or modification of this Motel's special use permit is warranted.

Pursuant to Compton Municipal Code Section 30-26.5 *et. seq.,* the City Council may order a revocation, modification, temporary revocation or temporary modification of a CUP when it finds that such an order is needed for purposes of maintaining the health, safety and welfare of the City. Any such modification or revocation of a CUP shall be accomplished by a formal resolution of the City Council after a public hearing is held by the City Council upon adequate notice to the affected parties (i.e. property owner and/or occupant).

Furthermore, pursuant to Compton Municipal Code Section 9-1.31 et seq., the City Council may revoke or suspend any license, permit, or certificate issued by the City.

RECOMMENDATION:

Staff recommends that the City Council schedule a Conditional Use Permit hearing and business license hearing on this matter for **Tuesday, October 15, 2013 at 6:30 p.m.**

CRAIG J. CORNWELL
CITY ATTORNEY

TO: **HONORABLE MAYOR CITY COUNCIL MEMBERS**

FROM: **G. HAROLD DUFFEY, CITY MANAGER**

RE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE PROFESSIONAL SERVICES AGREEMENT WITH POLSINELLI SHUGART PC FOR FEDERAL LOBBYIST SERVICES FOR FISCAL YEAR 2013-2014**

SUMMARY

The City Council will consider adopting a Resolution which will authorize the City Manager to renew the professional services agreement with Polsinelli Shugart PC for provision of federal legislative services and representation for Fiscal Year 2013-2014.

BACKGROUND

Polsinelli Shugart PC has strong Washington D.C. connections providing specific expertise in federal budget and appropriations policy and has provided the City satisfactory legislative advocacy services in promoting the interests of the City since 2006.

STATEMENT OF THE ISSUE

It is in the best interest of the City to continue to employ the expert services of an advocacy firm to continue promoting the interests and needs of the City to federal legislative entities and representatives considering legislation and other regulations that impact the City.

FISCAL IMPACT

The cost for services to be provided by Polsinelli Shugart PC during Fiscal Year 2013-2014 shall be $7,500 per month, for an annual amount not to exceed $90,000. Funds are available in the 2013-2014 Fiscal Year budget in Account Number 1001 510 000 4218.

RECOMMENDATION

It is the recommendation of staff that the attached Resolution be adopted.

G. HAROLD DUFFEY
CITY MANAGER

POLSINELLI

1152 15th Street, N.W., Suite 800, Washington, DC 20005-1723 • 202.783.3300

July 25, 2013

G. Harold Duffey, City Manager
Office of the City Manager
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Dear Mr. Duffey:

I am happy to submit Polsinelli PC's City of Compton FY2014 Contract Renewal Proposal. We remain enthusiastic about representing Compton and committed to providing the most effective service possible. We also request that the contract for government relations services be renewed at a reduced fee of seven thousand five hundred ($7,500) per month.

During this contract term, we look forward to assisting the City in identifying and obtaining additional federal resources for Compton's priority projects. We also seek to further strengthen the City's federal relationships, thereby raising Compton's national profile and highlighting the exciting initiatives on which the City is focused.

Compton is a special city which requires innovative representation. Polsinelli's goal is to continue providing the City with the superior service it has come to expect from our national law firm. We are proud partners in the process of revitalizing and enhancing the City of Compton.

On behalf of the entire Polsinelli team, I look forward to continuing this engagement, and expect even greater success for Compton and its residents during this contract term.

Sincerely,

Anita R. Estell
Shareholder

#13.

real challenges. real answers.℠

Federal Relations Services Contract Renewal Proposal

Presented to

The City of Compton, California

July 2013

POLSINELLI

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B. Statement of Qualifications
C. Current Climate
D. Scope of Work
E. Methodology
F. Project Principal Bio

Appendix
Sample Compton, CA
Legislative Update

A. Overview

Polsinelli PC, through its Public Policy Group (PPG), enthusiastically submits the following contract renewal proposal to provide Federal Relations Services and strategic consultation to the City of Compton. Anita Estell, an Equity Shareholder in the Washington, DC office and senior member of the Public Policy Group has represented the City since 1994. She has led the firm's representation of the City since she joined Polsinelli in 2007.

The Polsinelli mission remains to provide Compton with customized legislative and executive branch advocacy services that fit the City's specific needs. Our commitment to this style of advocacy service is illustrated by the recent success we had in providing assistance to the City related to the Department of Housing and Urban Development's Office of the Inspector General. Polsinelli's breadth and depth of relationships and resources resulted in assistance that is likely to save the City millions of dollars. In a climate of consequential change at the federal level, Polsinelli remains committed to working with the City to outline, develop and implement a federal relations strategy that is responsive to Compton's needs and the dynamic federal landscape.

This includes assisting in the definition of goals and objectives; developing and implementing strategies to accomplish desired agency and legislative objectives; working to secure funding for specific projects and programs; drafting testimony and legislative language; scheduling meetings with Members of Congress and Executive Branch officials; continuous monitoring of requests; securing participation in agency and congressional hearings; providing notice of competitive grant and other funding opportunities; and supporting the effective implementation of the City's federally-approved and funded programs. Finally, Compton will continue to benefit greatly from our office's deep involvement with, and knowledge of, the local and regional economic and political issues that will continue to impact the City, and the public/private leadership that can be engaged to tackle these challenges. These available services point to our ability to offer more effective and efficient representation of the City's vital interests in Washington, D.C. and California.

B. Statement of Qualifications

Established in 1972, Polsinelli is a premier, full-service, bipartisan law firm with a presence in 17 cities across the country, employing more than 660 lawyers and other professionals, representing approximately 8,000 clients, and generating more than $250 million in firm revenue. With more than 50 practice groups, we have attorneys and professionals with the background and experience to help our clients with challenges that require legal perspective, policy counsel, and advice at every stage of their organization's life. Polsinelli was recognized as the fastest growing law firm in the United States from 2008-2012.[1]

Our services have been integral to the successful foundation and growth of businesses ranging from major U.S. cities to entrepreneurial start-ups to multinational conglomerates. We have provided counsel in prosperous times and times of crisis to financial institutions, whether they are community banks or national investment banks. We have been a catalyst to commercial real estate development in all 50 states and helped with construction development and litigation. In the fields of science and health care, we support hospitals, physician practices and life sciences organizations. We are ranked as one of the top four health law firms in the nation, and have exemplary practice areas related to life science, intellectual property, economic development, energy, financial services, and federal policy. We have nationally renowned attorneys within our nonprofit group, and are equally passionate about helping our nonprofit clients achieve their respective missions.

With offices spanning from Los Angeles to Washington, D.C., we are positioned to help the City meet the demands of an ever-changing economy and global community. The firm's Washington, D.C. office is comprised of a diverse team of senior professionals with more than 100 years of combined experience in working on federal issues pertinent to the City and its relevant agencies. The firm's clients include Fortune 50 companies, local government interests, not-for-profits, small businesses, coalitions, service organizations, and other entities. Our long-standing familiarity with federal legislative and executive branch processes -- including all federal agencies, the White House, and with Members of Congress from across the country and on key committees of interest to municipalities and their subdivisions -- are value-added strengths. This unique combination of expertise and relationships further optimizes our probability of success in helping the City and its agencies meet shared objectives.

[1] *The American Lawyer*, June 2013

C. Current Climate

The 2012 elections saw President Obama's return to the White House, as well as the majority parties in both houses of Congress remain in power. Though the status quo was maintained in terms of the leadership of the House and Senate, many notable changes took place affecting the City of Compton and its residents. Most notably, the City welcomed a new member of Congress, as Rep. Janice Hahn defeated Rep. Laura Richardson to become the new representative for Compton's congressional district. In the Administration, a number of new Cabinet secretaries have been confirmed in relevant departments including Anthony Foxx as Secretary of Transportation and Penny Pritzker as Secretary of Commerce.

The changing landscape underscores the need for the City's efforts in Washington to be managed by a talented, thoughtful, well connected, and highly regarded team of politically diverse and seasoned professionals. The reality is this: the myriad challenges associated with U.S. budget and appropriations processes will require the City to be focused and proactive. These times also require that the City team with other stakeholder communities and national associations with aligned interests to leverage visibility and impact in Washington.

Federal Funding Challenges: Sequestration and the FY2014 Appropriations Process

Much of the gridlock and inactivity that became so closely associated with the 112th Congress has continued in the 113th. Congress' approval rating has hit an all-time low according to a recent Gallup poll. There is, however, no sign that the culture of partisanship and inertia will change in the near future.

Sequestration – Sequestration, the across-the-board spending cuts affecting nearly all federal programs, took effect on March 1, 2013 after a two month delay. These cuts arose as a result of the Budget Control Act of 2011, P.L. 112-25 and the Congressional Super Committee's failure to achieve its mandate. As a result of sequestration, non-defense discretionary (NDD) programs have been cut by approximately 5.0 percent in 2013, with non-defense mandatory programs receiving 5.1 percent cuts. These cuts have already placed increased strain on programs relevant to Compton, exacerbating already difficult challenges at the state and local levels. The effects of sequestration continue to play out during the FY2014 appropriations process as the House and Senate have been unable to agree to a top-line budget figure based on the Senate allocating funds without regard to the sequester cuts, which directly contradicts the funding levels used by the House.

Efforts are ongoing in the non-defense and defense communities to mitigate the damage of the drastic cuts to programs relevant to communities and interests across the country, and to ultimately reverse sequestration. Anita continues her involvement with a coalition dedicated to reversing cuts to the non-defense discretionary programs. As we noted last year, many programs falling under this category are relevant to Compton and its constituents, including but not limited to the Supplemental Nutrition Assistance Program,

Community Development Block Grant, public safety and many other programs. Therefore, the City must remain focused and engaged in this conversation, so that policymakers are aware of the importance of funding NDD programs.

FY2014 Appropriations Process - As the August Congressional recess quickly approaches, both chambers of Congress have begun increased work related to FY2014 appropriations bills. The House of Representatives has begun to pass its more non-controversial appropriations bills, passing three measures to date. The House has passed the Energy and Water Development, Homeland Security and Military Construction/Veterans Affairs bills. The House Defense Appropriations bill also is likely to pass before the end of July.

The Senate also has begun to consider many of its appropriations bills, reporting six of the twelve bills out of the Senate Appropriations Committee, including the Transportation, Housing and Urban Development (THUD) and Labor, Health and Human Services, Education bills. None of the Senate appropriations bills have been considered on the floor to date, however, there is a belief that the THUD bill will be the first of the FY2014 measures brought before the full Senate.

Despite recent movement by congressional appropriators, it is very likely that Congress will have to pass another continuing resolution to fund the government beyond the end of this fiscal year. The federal government is currently operating under a Continuing Resolution that will expire on September 30, 2013. With so little legislative time left prior to this fiscal deadline, it is unlikely that a return to the regular order of passing all appropriations bills will happen in FY2014.

Polsinelli will continue to provide timely updates related to the FY2014 appropriations process, including determining the most effective methods to ensure that Compton's priorities are represented in whichever instrument (i.e., continuing resolution, omnibus funding bill) Congress uses to fund the government in FY2014.

D. Scope of Work

Polsinelli's scope of work will continue to provide services to connect and leverage Compton's strengths at the federal level to build measurable and sustainable successes for the local community. Polsinelli remains aware of the ongoing fiscal challenges at the local and national level, and will continue to work with the City to address these issues. Our services include, but are not limited to:

- Identifying, reviewing, and analyzing federal legislative bills, resolutions, journals, votes, fiscal notes, and relevant discourse pertaining to the federal government in a timely manner to assist the City in determining its policy positions;
- Providing timely written reports of legislative matters for 2013/14 and the progress of work to the appropriate designated representatives;
- Representing and advocating, as designated, the City's position on federal matters to Members of Congress, Executive Branch officials, Congressional staff, elected City officials, other lobbyists, community groups, and any other designated persons;
- Providing assistance in establishing strategy: obtain sponsors and co-sponsors in the U.S. Senate and House of Representatives for matters designated by the City, establish and maintain successful working relationships with Congressional leadership, the California Congressional delegation, interested organizations, community groups, and other legislators and staff in support of the City's programmatic priorities, and other matters;
- Drafting and delivering briefing materials, correspondence, legislative language on agency, and legislative matters of relevance to the City;
- Coordinating and participating in scheduled conference calls or meetings with officials from the City to provide updates on contacts and advocacy efforts made on behalf of the City. We will be available as much as possible for any needed consultation on a regular basis, as requested and in accordance with the ebb and flow of the legislative cycle;
- Organizing and scheduling visits and testimony by the Mayor, her staff, or officials of the City Council;
- Working with the City to build and engage grassroots support for City projects to demonstrate local benefits;
- Preparing presentations for Members of Congress, their staff, and Executive Branch officials; and
- Identifying relevant funding opportunities, and providing consultation and other assistance related to proposals.

Legal Counsel - In addition to the role of the Public Policy Group, as a national law firm, the City is aware that Polsinelli has a diverse set of resources that allow us to delve into the nuances of crafting legislative language and complex provisions that require the eye of

a specialist. Our understanding of tax, municipal law, public-private partnerships, and other areas of the law are further resources that can be made available to assist in defining and implementing a federal public policy strategy. The retainer also supports use of legal counsel as appropriate and as approved by the City and the Polsinelli Project Lead, Anita Estell.

Calendar of Advocacy Events		
	Relevant Congressional and Other Events	**City of Compton/Polsinelli Activities**
July	• Appropriations activity continues to move quickly • Both the House and Senate may pass additional appropriations bills	» Engage key appropriations and authorization staff » Monitor appropriations deliberations and developments » Obtain district meetings with members of the Compton Congressional delegation in advance of the August recess
August	• August Congressional Recess • Members will be in Districts	» Continue to engage key appropriations and authorization staff » Continue discussions on FY14 federal priorities/Begin preliminary discussions on FY15 priorities » Attend district meetings with members of the Compton Congressional delegation

September	• Congress returns from August recess • Congressional Black Caucus Annual Legislative Conference September 18-21, 2013 Washington, DC • American Public Transportation Association (APTA) Annual Meeting September 29 – October 2, 2013 Chicago, IL • FY2013 ends September 30, 2013	» Continue to engage key appropriations and authorization staff » Continue to work to mitigate the effects of across-the-board funding cuts for non-defense discretionary programs » Begin engaging the White House/OMB on FY2015 budget priorities » Outline strategy for next session » Ensure that Compton priorities are included in any continuing resolutions or appropriations bills related to FY14 funding » Participate in the Annual Legislative Conference » Monitor APTA meeting and participate as appropriate
October	• FY2014 begins October 1, 2013 • American Association of State Highway and Transportation Officials (AASHTO) 2013 Annual Meeting October 17-21, 2013 Denver, CO	» Continue to engage key appropriations and authorization staff » Finalize priorities for the Second Session of the 113th Congress » Continue engaging the White House/OMB on FY2015 budget priorities » Continue outlining strategy for next session » Monitor AASHTO Meeting and participate as appropriate

November	• 2013 National Summit on Your City's Families November 12-14, 2013 Seattle, WA *Sponsored by* the National League of Cities (NLC)	» Continue to engage key appropriations and authorization staff » Continue engaging the White House/OMB on FY15 Budget priorities » Finalize strategy for the Second Session of the 113th Congress » Monitor NLC Summit and participate as appropriate
December	• Decreased legislative activity due to the holiday season	» Review 2013 accomplishments » Continue engaging the White House/OMB on FY2015 budget priorities » Assess budget issues related to sequestration and reduced programmatic funding levels
January 2014	• Second Session of the 113th Congress • 82nd Conference of Mayors Winter Meeting January 22-24, 2014 Washington, DC *Sponsored by* USCM • State of the Union address	» Send follow-up correspondence to the White House/OMB on FY15 budget priorities » Monitor any appropriations proceedings related to FY14 (if necessary) and FY15 » Finalize advocacy materials to be distributed to Members of Congress and Administration officials » Watch and analyze the State of the Union Address to determine presidential priorities for 2014 and beyond » Monitor 82nd Conference of Mayors Winter Meeting and participate as appropriate

E. Methodology

Anita Estell will continue to serve as principal lead of the Compton account. She will engage other Polsinelli principals and staff as appropriate, including any relevant persons in the firm's Los Angeles office. She also will interface with the team of consultants led by Otto Hetzel in response to findings of the HUD IG, and lead outreach to Congress when appropriate.

The Polsinelli *Advocacy Strategic Approach*

1. Continuing Assessment and Monitoring. The intended purpose of Polsinelli's on-going assessment is to maintain an in-depth understanding of the City's strategic objectives, organization and personnel; identify strengths and weaknesses; and identify potential Washington and community relationships. This information is necessary to create a foundation of data that will be utilized in the development of the next phases of the effort.

Scope
(a) Conduct an audit of existing and proposed projects, programs, and priorities; (b) learn details about planned projects; and (c) discuss the vision for the federal agenda in the second session of the 113th Congress and beyond, including possible implications of the 2014 mid-term elections.

2. Strategic Assistance and Counsel. Our team will compile the information gathered into a detailed work plan denoting the short-, mid-, and long-term actions to take, challenges and opportunities, shareholders, key decision makers and the tactics to follow. Polsinelli will work closely with the City's senior staff and leadership team to finalize priorities and develop an agenda germane to the City's needs.

3. Effective Implementation. Polsinelli will assist in developing materials, drafting correspondence, scheduling meetings, and facilitating introductions relevant to the implementation of the work plan. We will help Compton articulate the most compelling message, delivered by the most convincing messengers to the most relevant decision-makers at the most effective time.

Furthermore, we will pursue distinct efforts related to access, relationship cultivation, collaboration, and communications simultaneously.

4. Timely Accountability. Through reports and conference calls, the City will enjoy a consistent and timely flow of two-way communications to ensure that expectations are not only met, but exceeded.

Rapid Response Reports. Polsinelli will monitor activities and developments across the sectors of interest to the City and provide rapid response and other timely communications as appropriate.

Progress Reports. Polsinelli will provide bi-weekly communications and monthly written reports detailing efforts and accomplishments.

Comprehensive Reports. Polsinelli will work to provide reports related to any controversy, development, legislative, regulatory, or policy action relevant to Compton and its mission. Our team also will research and prepare any talking points and special reports as appropriate.

Presentations to City Leaders. Polsinelli principals are prepared to give in-person presentations.

F. Project Principal Bio

Project Member and Responsibilities on Project	Title and Location	Qualifications, Background & Experience
ANITA ESTELL Project Lead aestell@polsinelli.com	Shareholder, Polsinelli PC, Washington, D.C.	Anita Estell has more than two decades of experience working on federal policy matters related to domestic and international affairs. She has received awards at the national level in recognition of her pioneering contributions to the field of government relations. As a generalist, she possesses a keen understanding of a broad spectrum of issues. Also as an expert in federal budget and appropriations policy, Estell consistently demonstrates the intellectual dexterity and intuition needed to design strategies that drive enduring and measurable results. Estell is a former Clinton appointee at the U.S. Department of Education. Prior to working with the Clinton Administration, Estell worked for a member of the House Appropriations Committee and has in-depth knowledge of the Labor, Health and Human Services and Education Appropriations Bill; the Transportation, Housing and Urban Development Appropriations Bill; and the Interior and Water Appropriations Bills, among others. She has cultivated strong relationships within the Executive Branch, and the civil rights community, which further enhance her ability to advocate effectively for client goals and priorities. She manages a client portfolio that has exceeded $2 billion annually in federally funded or tax-exempted programs. Estell has been the D.C. Office project manager on all municipal and county accounts. She has hosted and organized over 50 Capitol Hill Days, Executive Branch briefings, and secured client participation in many congressional hearings. She has been the go-to advisor for national leaders and prominent figures including Rosa Parks, Governor Bill Richardson, Dr. Donna Shalala, and Mayor Ronald V. Dellums. In 2010, she and the firm partnered with the U.S. Departments of Agriculture, Commerce and State, and USTR in hosting the African Women's Entrepreneurship Program luncheon, an initiative launched by former Secretary of State Hillary Clinton. She received her Bachelor of Journalism and Juris Doctor degrees from the University of Missouri-Columbia, where she is a member of the Order of the Coif.

POLSINELLI

Appendix

#13.

POLSINELLI

Legislative Update
Compton, CA

July 10, 2013

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- Congressional Update
- Executive Branch Update
- Grant Announcements
- Polsinelli Activities

Congressional Update

Congress returned to work on July 8, 2013 after a week-long recess for the Fourth of July holiday.

Budget and Appropriations Update

To date, none of the twelve regular appropriations bills has been passed by Congress. The House of Representatives passed its Military Construction-Veterans Affairs bill on June 4th and its Homeland Security bill on June 6th. The full Senate has yet to consider an FY2014 appropriations bill.

This week, the following pieces of appropriations legislation will be considered by Congress:

- Full Chamber Votes
  - **House**: FY2014 Energy and Water Development bill (June 10-11, 2013)
- Full Committee Markups
  - **Senate**: FY2014 Labor, Health and Human Services, Education bill (July 11, 2013)
  - **Senate**: FY2014 Legislative Branch bill (July 11, 2013)
- Subcommittee Markups
  - **House**: FY2014 Financial Services and General Government bill (July 10, 2013) (approved by voice vote)
  - **House**: FY2014 Commerce, Justice, Science bill (July 10, 2013) (approved by voice vote)

1152 15th Street NW, Suite 800
Washington, DC 20005
Telephone: (202) 783-3300
Facsimile: (202) 783-3535

- **Senate**: FY2014 Labor, Health and Human Services, Education bill (July 9, 2013) (approved by voice vote)
  - **Points of Interest**
    - Subcommittee allocated $164.300 billion for Labor-HHS-Education programs (nearly $8 billion more than the FY2013 enacted level of $156.556 billion[1])
    - The bill includes $50 million for the Cures Acceleration Network, the National Center for Advancing Translational Sciences (NCATS) initiative dedicated to reducing the barriers between research discovery and clinical trials. This amount is nearly five times greater than the FY2013 enacted level
- **House**: FY2014 Legislative Branch bill (July 9, 2013) (approved by voice vote)

Though both Republicans and Democrats have asserted the importance of returning to 'regular order' and passing all of the twelve appropriations bills, as the end of the fiscal year approaches (September 30th), Congress may have to look at the option of passing yet another continuing resolution to keep the government open.

Immigration Reform Legislation

On June 27, 2013, the U.S. Senate passed legislation that would enact large-scale changes to the nation's immigration system. The legislation is set to overhaul immigration policies for the first time since 1986. The bill passed by a 68-32 vote.

The Senate bill would cut illegal immigration by 33 to 50 percent over the next decade, and offers a 13-year path to citizenship for the approximately 11 million immigrants already in the United States illegally. According to the Congressional Budget Office, the measure (if enacted) would add 9.6 million new legal residents to the United States by 2023. The Senate bill also would provide for more visas for both high- and low-skilled workers, and increased border security.

As attention turns to the House, there is no clear timetable for action on immigration reform. House Republicans are expected to meet on July 10th to determine a plan of action for the legislative days remaining until the August recess (which would include how to proceed on immigration). Majority Whip Eric Cantor forwarded a memo to the House Republicans stating that a number of immigration provisions could reach the House floor prior to the August recess; however, House Speaker John Boehner has made it clear that the House will not vote on the Senate version of the bill.

House Farm Bill

Based largely on proposed changes to the Supplemental Nutrition Assistance Program (SNAP), the House Republican leadership was unable to secure passage of the most recent iteration of the

[1] This figure does not include cuts required under sequestration.

farm bill. The bill failed by a 195-234 vote on June 20, 2013. Sixty-two Republicans voted with Democrats to defeat the bill.

The failed bill would have cut farm and nutrition program spending by almost $40 billion over the next 10 years. More than half of those cuts ($20.5 billion) would have come from the SNAP program. Many of the Republicans who voted to reject the bill did so because program cuts still were not substantial enough to obtain their support, despite the fact that the cuts in the most recent bill were larger than those in the farm bill that House leadership withdrew last year.

In his July 5, 2013 memo to House Republicans, Cantor noted that one legislative priority included consideration of a revised farm bill. The current farm bill extension expires on September 30th.

Senate Confirmation Hearings

This week, the Senate may consider the nominations of Labor Secretary-designate Tom Perez and Environmental Protection Agency (EPA) Administrator-designate Gina McCarthy.

Executive Branch Update

Foxx Sworn in as Transportation Secretary

Anthony Foxx, former Mayor of Charlotte, NC, was sworn in as the 17th Secretary of Transportation on July 2, 2013. On June 27, 2013, Foxx was unanimously confirmed by the Senate after a relatively smooth confirmation process. Based on testimony at his confirmation hearing, Foxx will work to continue support for programs like TIGER and will emphasize performance requirements and innovative technologies to maximize the use of limited resources.

Delay of the Affordable Care Act*'s "Employer Mandate"*

On July 2, 2013, the Obama Administration announced a delay in the enforcement of the Affordable Care Act's "employer mandate" for one year (now beginning in 2015). This provision of the ACA requires employers with at least 50 full-time workers to provide affordable health coverage or face a fine of up to $3,000 per employee.

The Administration chose to delay enforcement of the mandate in order to provide time to simplify reporting requirements in response to the concerns of employer groups and other stakeholder organizations. The Administration notes that compliance with the mandate will be "voluntary," though no penalties will be enforced until 2015.

Grant Announcements

- **Bus Efficiency Enhancements Research and Demonstrations** (Dept. of Transportation – Federal Transit Administration)
    - CFDA #: 20.514

- Funding Opportunity #: FTA-2013-003-TRI
- Estimated Total Program Funding: $3,000,000
- Award Ceiling: $3,000,000
- Award Floor: $250,000
- Expected Number of Awards: 6
- Summary: The Federal Transit Administration (FTA) announces the availability of $3.0 million of Fiscal Year (FY) 2012 research funds for innovative research, development, and demonstration projects targeting Bus Efficiency Enhancements, specifically enhanced Electrification of Accessories, and improvements in Thermal Management of Bus Bodies.
- Deadlines: Applications are due by **September 20, 2013**
- Eligibility: City and county governments, as well as institutions of the higher education are eligible.
- Link to full announcement: http://www.fta.dot.gov/documents/Bus_Efficiency_Enhancement_Research_and_Demos_FY12_RFP.pdf

- **T2 Translational Research: Research leading to new health care practices, community programs and policies affecting older persons (R21)** (National Institutes of Health)
  - CFDA #: 93.866
  - Funding Opportunity #: PAS-11-281
  - Award Ceiling: $200,000
  - Summary: This funding opportunity announcement (FOA) encourages exploratory/developmental R21 research projects on translational research (T2) directed towards development of health care practices, community programs and policies, including monitoring and quality improvement for pharmacological and non-pharmacological approaches for preventing and treating key health issues affecting the elderly. For the purposes of this FOA, T2 translational research on aging is defined as research to gather information needed to develop or evaluate methods of translating results from clinical studies into everyday clinical practice and health decision making.
  - Deadlines: Applications are due by **September 7, 2014**
  - Eligibility: City and county governments, as well as institutions of the higher education are eligible.

  - Link to full announcement: http://grants.nih.gov/grants/guide/pa-files/PAS-11-281.html

- **Capacity Building for Sustainable Communities** (Dept. of Housing and Urban Development – Office of Sustainable Housing and Communities)

  - CFDA #: 14.705

  - Funding Opportunity #: FR-5700-N-27

  - Estimated Total Program Funding: $4,500,000

  - Summary: This NOFA is part of cross-agency collaboration between HUD, the U.S. Department of Transportation (DOT), and the U.S. Environmental Protection Agency (EPA), known as the Partnership for Sustainable Communities. The Capacity Building for Sustainable Communities Program (Program), through this NOFA, will identify consortia comprised of intermediary organizations that can provide capacity building support for communities engaged in planning efforts that support community involvement and integrate economic and workforce development, housing, land use, land cleanup and preparation for reuse, transportation, and infrastructure investments. The grantee(s) selected will be expected to deliver capacity building support to communities across the United States. To support these activities, HUD expects to make an award to one to two winning consortia.

  - Deadlines: Applications are due by **August 7, 2013**

  - Eligibility: City and county governments, as well as institutions of the higher education are eligible.

  - Link to full announcement: http://www07.grants.gov/search/announce.do;jsessionid=phQTRcLFnQphwV1V8Q6g3251t2QTqhvkhl4xXW01s3GnMNQ6lD3p!-226921036

Polsinelli Activities

- Monitored FY2014 appropriations news and legislation

- Researched grant opportunities for Compton, CA

- Provided additional professional support related to the City responding to the Office of Inspector General at HUD

- Conference call with Otto Hetzel regarding issues with the HUD Office of Inspector General

Polsinelli PC provides this material for informational purposes only. The material provided herein is general and is not intended to be legal advice. Nothing herein should be relied upon or used without consulting a lawyer to consider your specific circumstances, possible changes to applicable laws, rules and regulations and other legal issues. Receipt of this material does not establish an attorney-client relationship.

Polsinelli is very proud of the results we obtain for our clients, but you should know that past results do not guarantee future results; that every case is different and must be judged on its own merits; and that the choice of a lawyer is an important decision and should not be based solely upon advertisements.

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PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF COMPTON AND POLSINELLI SHUGHART PC

[Federal Lobby Services]

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 **POLSINELLI SHUGHART PC**, a corporation created under the laws of the State of Missouri (hereinafter referred to as **"CONSULTANT"**) located at 1152 – 15th Street, NW, Suite 800, Washington, DC 20005.

RECITALS:

WHEREAS, the **CITY** has determined that legislative issues which significantly affect the City of Compton are considered and acted upon by Federal, State, regional and local legislative entities; and

WHEREAS, the **CITY** desires to engage the services of a qualified consultant to provide legislative advocacy services and to assist in promoting the interest of the **CITY** to legislative entities considering legislation and other regulations that significantly impact the City of Compton; and

WHEREAS, CONSULTANT warrants that it is experienced, well-connected and possesses a respected representation; and

WHEREAS, by Resolution No. _____, adopted on the 3rd day of September 2013, the City Council gave approval to award a contract to provide legislative advocacy services for Fiscal Year 2013/2014 to such **CONSULTANT**; 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 a full range of legislative advocacy services, as directed by the **CITY**, to include but not be limited to:

- Identifying, reviewing and analyzing federal legislative bills, resolutions, journals, votes, fiscal notes, and all relevant discourse pertaining to the federal government in a timely manner to assist the City in determining its policy positions;

- Providing timely written reports of legislative matters for 2013/2014 and the progress of work;

- Represent and advocate, as designated, the City's position on federal matter to elected Members of Congress, the President and Executive Branch officials, Congressional staff and any other designated persons and groups;

- Provide assistance in establishing strategy; obtain sponsors and co-sponsors in each House for matters designated by City, establish and maintain successful working relationships with Congressional leadership, the California Congressional delegation, interested organizations, community groups and other legislators and staff in support of City's priorities;

- Draft and deliver briefing materials, correspondences, legislative language on agency and legislative matters of relevance to the City;

- Coordinate and participate in conference calls or meetings with City representatives to provide updates on contacts and advocacy efforts made on behalf of City;

- Organizing and scheduling of visits and testimony by the Mayor, staff or officials of the City Council;

- Prepare presentations for Members of Congress, their staff and Executive Branch officials;

- Identify relevant funding opportunities, and provide consultation and assistance related to proposals;

- Use of legal counsel of the Firm as appropriate and approved by the City and the Firm

as such services are further described in the attached **"City of Compton FY2013/2014 Contract Renewal Proposal"** prepared and presented by **CONSULTANT** and incorporated hereby.

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** has the right to approve or disapprove any proposed changes in **CONSULTANT's** staff providing service to the **CITY**. 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.

Anita Estell, Principal 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, 2013 to June 30, 2014, unless this Agreement is terminated as provided herein.

4. COMPENSATION

The method of payment for this Contract will be on a fee-for-services basis. For professional advisory services rendered **CITY** agrees to pay, and **CONSULTANT** agrees to accept in full payment for such services rendered, the maximum sum of up to **Seven Thousand Five Hundred ($7,500.00)** per month, plus reasonable out of pocket costs incurred in rendering such services. **CONSULTANT's** out of pocket costs may include travel, telephone/conference calls, postage, courier, database access services and printing. Out of pocket costs shall be documented.

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 invoice and monthly report for all work performed during the preceding month. The accompanying reports shall include work activities, hours, and reasonable expenses along with supporting documentation and receipts.

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 **City Manager** 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:

(1) General Liability: A program, including but not limited to comprehensive commercial general liability, inclusive of contractual liability, personal injury liability and broad form property damage coverage, with a combined single limit of not less than **One Million Dollars ($1,000,000.00)** per occurrence. **CONSULTANT** shall be required to provide the **CITY** with certified copies of the current Certificates of Insurance and the Policy Endorsement Pages**,**

both naming the **CITY** as the **"additional insured"** party on the general liability coverage, at the time of execution of this Agreement. **Certificates of Insurance and Endorsement Pages must also include the CONSULTANT's name as the insured party and identify the project encompassed by this Agreement.**

(2) Workers' Compensation: A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code or by any other state, and which specifically covers all persons providing services by or on behalf of the **CONSULTANT**, and risks to such persons under this Agreement.

(3) 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.

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 SEVERABILTIY

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:

POLSINELLI SHUGHART PC
1152 – 15th Street, NW, Suite 800
Washington, DC 20005
Attn: Anita Estell, Principal
(202) 783-3300
(202) 783-3535 – fax.
www.polsinelli.com

TO CITY:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager
(310) 605-5585
(310) 761-1429 – fax.

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

24. CERTIFICATIONS

CERTIFICATIONS OF CONSULTANT

I, Anita Estell**, HEREBY CERTIFY** that I am a Principal, and duly authorized representative of the **CONSULTAN**T firm of **Polsinelli Shughart PC**, 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.

_____ _____
Anita Estell, Principal **(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.

POLSINELLI SHUGHART PC/CONSULTANT

Dated: _____ **By** _____
Anita Estell, Esquire/Principal

CITY OF COMPTON
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

real challenges. real answers.[SM]

Federal Relations Services Contract Renewal Proposal

Presented to

The City of Compton, California

July 2013

#13.

POLSINELLI

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A. Overview

Polsinelli PC, through its Public Policy Group (PPG), enthusiastically submits the following contract renewal proposal to provide Federal Relations Services and strategic consultation to the City of Compton. Anita Estell, an Equity Shareholder in the Washington, DC office and senior member of the Public Policy Group has represented the City since 1994. She has led the firm's representation of the City since she joined Polsinelli in 2007.

The Polsinelli mission remains to provide Compton with customized legislative and executive branch advocacy services that fit the City's specific needs. Our commitment to this style of advocacy service is illustrated by the recent success we had in providing assistance to the City related to the Department of Housing and Urban Development's Office of the Inspector General. Polsinelli's breadth and depth of relationships and resources resulted in assistance that is likely to save the City millions of dollars. In a climate of consequential change at the federal level, Polsinelli remains committed to working with the City to outline, develop and implement a federal relations strategy that is responsive to Compton's needs and the dynamic federal landscape.

This includes assisting in the definition of goals and objectives; developing and implementing strategies to accomplish desired agency and legislative objectives; working to secure funding for specific projects and programs; drafting testimony and legislative language; scheduling meetings with Members of Congress and Executive Branch officials; continuous monitoring of requests; securing participation in agency and congressional hearings; providing notice of competitive grant and other funding opportunities; and supporting the effective implementation of the City's federally-approved and funded programs. Finally, Compton will continue to benefit greatly from our office's deep involvement with, and knowledge of, the local and regional economic and political issues that will continue to impact the City, and the public/private leadership that can be engaged to tackle these challenges. These available services point to our ability to offer more effective and efficient representation of the City's vital interests in Washington, D.C. and California.

B. Statement of Qualifications

Established in 1972, Polsinelli is a premier, full-service, bipartisan law firm with a presence in 17 cities across the country, employing more than 660 lawyers and other professionals, representing approximately 8,000 clients, and generating more than $250 million in firm revenue. With more than 50 practice groups, we have attorneys and professionals with the background and experience to help our clients with challenges that require legal perspective, policy counsel, and advice at every stage of their organization's life. Polsinelli was recognized as the fastest growing law firm in the United States from 2008-2012.[1]

Our services have been integral to the successful foundation and growth of businesses ranging from major U.S. cities to entrepreneurial start-ups to multinational conglomerates. We have provided counsel in prosperous times and times of crisis to financial institutions, whether they are community banks or national investment banks. We have been a catalyst to commercial real estate development in all 50 states and helped with construction development and litigation. In the fields of science and health care, we support hospitals, physician practices and life sciences organizations. We are ranked as one of the top four health law firms in the nation, and have exemplary practice areas related to life science, intellectual property, economic development, energy, financial services, and federal policy. We have nationally renowned attorneys within our nonprofit group, and are equally passionate about helping our nonprofit clients achieve their respective missions.

With offices spanning from Los Angeles to Washington, D.C., we are positioned to help the City meet the demands of an ever-changing economy and global community. The firm's Washington, D.C. office is comprised of a diverse team of senior professionals with more than 100 years of combined experience in working on federal issues pertinent to the City and its relevant agencies. The firm's clients include Fortune 50 companies, local government interests, not-for-profits, small businesses, coalitions, service organizations, and other entities. Our long-standing familiarity with federal legislative and executive branch processes -- including all federal agencies, the White House, and with Members of Congress from across the country and on key committees of interest to municipalities and their subdivisions -- are value-added strengths. This unique combination of expertise and relationships further optimizes our probability of success in helping the City and its agencies meet shared objectives.

[1] *The American Lawyer*, June 2013

C. Current Climate

The 2012 elections saw President Obama's return to the White House, as well as the majority parties in both houses of Congress remain in power. Though the status quo was maintained in terms of the leadership of the House and Senate, many notable changes took place affecting the City of Compton and its residents. Most notably, the City welcomed a new member of Congress, as Rep. Janice Hahn defeated Rep. Laura Richardson to become the new representative for Compton's congressional district. In the Administration, a number of new Cabinet secretaries have been confirmed in relevant departments including Anthony Foxx as Secretary of Transportation and Penny Pritzker as Secretary of Commerce.

The changing landscape underscores the need for the City's efforts in Washington to be managed by a talented, thoughtful, well connected, and highly regarded team of politically diverse and seasoned professionals. The reality is this: the myriad challenges associated with U.S. budget and appropriations processes will require the City to be focused and proactive. These times also require that the City team with other stakeholder communities and national associations with aligned interests to leverage visibility and impact in Washington.

Federal Funding Challenges: Sequestration and the FY2014 Appropriations Process

Much of the gridlock and inactivity that became so closely associated with the 112th Congress has continued in the 113th. Congress' approval rating has hit an all-time low according to a recent Gallup poll. There is, however, no sign that the culture of partisanship and inertia will change in the near future.

Sequestration – Sequestration, the across-the-board spending cuts affecting nearly all federal programs, took effect on March 1, 2013 after a two month delay. These cuts arose as a result of the Budget Control Act of 2011, P.L. 112-25 and the Congressional Super Committee's failure to achieve its mandate. As a result of sequestration, non-defense discretionary (NDD) programs have been cut by approximately 5.0 percent in 2013, with non-defense mandatory programs receiving 5.1 percent cuts. These cuts have already placed increased strain on programs relevant to Compton, exacerbating already difficult challenges at the state and local levels. The effects of sequestration continue to play out during the FY2014 appropriations process as the House and Senate have been unable to agree to a top-line budget figure based on the Senate allocating funds without regard to the sequester cuts, which directly contradicts the funding levels used by the House.

Efforts are ongoing in the non-defense and defense communities to mitigate the damage of the drastic cuts to programs relevant to communities and interests across the country, and to ultimately reverse sequestration. Anita continues her involvement with a coalition dedicated to reversing cuts to the non-defense discretionary programs. As we noted last year, many programs falling under this category are relevant to Compton and its constituents, including but not limited to the Supplemental Nutrition Assistance Program,

Community Development Block Grant, public safety and many other programs. Therefore, the City must remain focused and engaged in this conversation, so that policymakers are aware of the importance of funding NDD programs.

FY2014 Appropriations Process - As the August Congressional recess quickly approaches, both chambers of Congress have begun increased work related to FY2014 appropriations bills. The House of Representatives has begun to pass its more non-controversial appropriations bills, passing three measures to date. The House has passed the Energy and Water Development, Homeland Security and Military Construction/Veterans Affairs bills. The House Defense Appropriations bill also is likely to pass before the end of July.

The Senate also has begun to consider many of its appropriations bills, reporting six of the twelve bills out of the Senate Appropriations Committee, including the Transportation, Housing and Urban Development (THUD) and Labor, Health and Human Services, Education bills. None of the Senate appropriations bills have been considered on the floor to date, however, there is a belief that the THUD bill will be the first of the FY2014 measures brought before the full Senate.

Despite recent movement by congressional appropriators, it is very likely that Congress will have to pass another continuing resolution to fund the government beyond the end of this fiscal year. The federal government is currently operating under a Continuing Resolution that will expire on September 30, 2013. With so little legislative time left prior to this fiscal deadline, it is unlikely that a return to the regular order of passing all appropriations bills will happen in FY2014.

Polsinelli will continue to provide timely updates related to the FY2014 appropriations process, including determining the most effective methods to ensure that Compton's priorities are represented in whichever instrument (i.e., continuing resolution, omnibus funding bill) Congress uses to fund the government in FY2014.

D. Scope of Work

Polsinelli's scope of work will continue to provide services to connect and leverage Compton's strengths at the federal level to build measurable and sustainable successes for the local community. Polsinelli remains aware of the ongoing fiscal challenges at the local and national level, and will continue to work with the City to address these issues. Our services include, but are not limited to:

- Identifying, reviewing, and analyzing federal legislative bills, resolutions, journals, votes, fiscal notes, and relevant discourse pertaining to the federal government in a timely manner to assist the City in determining its policy positions;
- Providing timely written reports of legislative matters for 2013/14 and the progress of work to the appropriate designated representatives;
- Representing and advocating, as designated, the City's position on federal matters to Members of Congress, Executive Branch officials, Congressional staff, elected City officials, other lobbyists, community groups, and any other designated persons;
- Providing assistance in establishing strategy: obtain sponsors and co-sponsors in the U.S. Senate and House of Representatives for matters designated by the City, establish and maintain successful working relationships with Congressional leadership, the California Congressional delegation, interested organizations, community groups, and other legislators and staff in support of the City's programmatic priorities, and other matters;
- Drafting and delivering briefing materials, correspondence, legislative language on agency, and legislative matters of relevance to the City;
- Coordinating and participating in scheduled conference calls or meetings with officials from the City to provide updates on contacts and advocacy efforts made on behalf of the City. We will be available as much as possible for any needed consultation on a regular basis, as requested and in accordance with the ebb and flow of the legislative cycle;
- Organizing and scheduling visits and testimony by the Mayor, her staff, or officials of the City Council;
- Working with the City to build and engage grassroots support for City projects to demonstrate local benefits;
- Preparing presentations for Members of Congress, their staff, and Executive Branch officials; and
- Identifying relevant funding opportunities, and providing consultation and other assistance related to proposals.

Legal Counsel - In addition to the role of the Public Policy Group, as a national law firm, the City is aware that Polsinelli has a diverse set of resources that allow us to delve into the nuances of crafting legislative language and complex provisions that require the eye of

a specialist. Our understanding of tax, municipal law, public-private partnerships, and other areas of the law are further resources that can be made available to assist in defining and implementing a federal public policy strategy. The retainer also supports use of legal counsel as appropriate and as approved by the City and the Polsinelli Project Lead, Anita Estell.

Calendar of Advocacy Events		
Relevant Congressional and Other Events		**City of Compton/Polsinelli Activities**
July	• Appropriations activity continues to move quickly • Both the House and Senate may pass additional appropriations bills	» Engage key appropriations and authorization staff » Monitor appropriations deliberations and developments » Obtain district meetings with members of the Compton Congressional delegation in advance of the August recess
August	• August Congressional Recess • Members will be in Districts	» Continue to engage key appropriations and authorization staff » Continue discussions on FY14 federal priorities/Begin preliminary discussions on FY15 priorities » Attend district meetings with members of the Compton Congressional delegation

September	• Congress returns from August recess • Congressional Black Caucus Annual Legislative Conference September 18-21, 2013 Washington, DC • American Public Transportation Association (APTA) Annual Meeting September 29 – October 2, 2013 Chicago, IL • FY2013 ends September 30, 2013	» Continue to engage key appropriations and authorization staff » Continue to work to mitigate the effects of across-the-board funding cuts for non-defense discretionary programs » Begin engaging the White House/OMB on FY2015 budget priorities » Outline strategy for next session » Ensure that Compton priorities are included in any continuing resolutions or appropriations bills related to FY14 funding » Participate in the Annual Legislative Conference » Monitor APTA meeting and participate as appropriate
October	• FY2014 begins October 1, 2013 • American Association of State Highway and Transportation Officials (AASHTO) 2013 Annual Meeting October 17-21, 2013 Denver, CO	» Continue to engage key appropriations and authorization staff » Finalize priorities for the Second Session of the 113th Congress » Continue engaging the White House/OMB on FY2015 budget priorities » Continue outlining strategy for next session » Monitor AASHTO Meeting and participate as appropriate

November	• 2013 National Summit on Your City's Families November 12-14, 2013 Seattle, WA *Sponsored by* the National League of Cities (NLC)	» Continue to engage key appropriations and authorization staff » Continue engaging the White House/OMB on FY15 Budget priorities » Finalize strategy for the Second Session of the 113th Congress » Monitor NLC Summit and participate as appropriate
December	• Decreased legislative activity due to the holiday season	» Review 2013 accomplishments » Continue engaging the White House/OMB on FY2015 budget priorities » Assess budget issues related to sequestration and reduced programmatic funding levels
January 2014	• Second Session of the 113th Congress • 82nd Conference of Mayors Winter Meeting January 22-24, 2014 Washington, DC *Sponsored by* USCM • State of the Union address	» Send follow-up correspondence to the White House/OMB on FY15 budget priorities » Monitor any appropriations proceedings related to FY14 (if necessary) and FY15 » Finalize advocacy materials to be distributed to Members of Congress and Administration officials » Watch and analyze the State of the Union Address to determine presidential priorities for 2014 and beyond » Monitor 82nd Conference of Mayors Winter Meeting and participate as appropriate

E. Methodology

Anita Estell will continue to serve as principal lead of the Compton account. She will engage other Polsinelli principals and staff as appropriate, including any relevant persons in the firm's Los Angeles office. She also will interface with the team of consultants led by Otto Hetzel in response to findings of the HUD IG, and lead outreach to Congress when appropriate.

The Polsinelli *Advocacy Strategic Approach*

1. Continuing Assessment and Monitoring. The intended purpose of Polsinelli's on-going assessment is to maintain an in-depth understanding of the City's strategic objectives, organization and personnel; identify strengths and weaknesses; and identify potential Washington and community relationships. This information is necessary to create a foundation of data that will be utilized in the development of the next phases of the effort.

Scope
(a) Conduct an audit of existing and proposed projects, programs, and priorities; (b) learn details about planned projects; and (c) discuss the vision for the federal agenda in the second session of the 113th Congress and beyond, including possible implications of the 2014 mid-term elections.

2. Strategic Assistance and Counsel. Our team will compile the information gathered into a detailed work plan denoting the short-, mid-, and long-term actions to take, challenges and opportunities, shareholders, key decision makers and the tactics to follow. Polsinelli will work closely with the City's senior staff and leadership team to finalize priorities and develop an agenda germane to the City's needs.

3. Effective Implementation. Polsinelli will assist in developing materials, drafting correspondence, scheduling meetings, and facilitating introductions relevant to the implementation of the work plan. We will help Compton articulate the most compelling message, delivered by the most convincing messengers to the most relevant decision-makers at the most effective time.

Furthermore, we will pursue distinct efforts related to access, relationship cultivation, collaboration, and communications simultaneously.

4. Timely Accountability. Through reports and conference calls, the City will enjoy a consistent and timely flow of two-way communications to ensure that expectations are not only met, but exceeded.

Rapid Response Reports. Polsinelli will monitor activities and developments across the sectors of interest to the City and provide rapid response and other timely communications as appropriate.

Progress Reports. Polsinelli will provide bi-weekly communications and monthly written reports detailing efforts and accomplishments.

Comprehensive Reports. Polsinelli will work to provide reports related to any controversy, development, legislative, regulatory, or policy action relevant to Compton and its mission. Our team also will research and prepare any talking points and special reports as appropriate.

Presentations to City Leaders. Polsinelli principals are prepared to give in-person presentations.

F. Project Principal Bio

Project Member and Responsibilities on Project	Title and Location	Qualifications, Background & Experience
ANITA ESTELL Project Lead aestell@polsinelli.com	Shareholder, Polsinelli PC, Washington, D.C.	Anita Estell has more than two decades of experience working on federal policy matters related to domestic and international affairs. She has received awards at the national level in recognition of her pioneering contributions to the field of government relations. As a generalist, she possesses a keen understanding of a broad spectrum of issues. Also as an expert in federal budget and appropriations policy, Estell consistently demonstrates the intellectual dexterity and intuition needed to design strategies that drive enduring and measurable results. Estell is a former Clinton appointee at the U.S. Department of Education. Prior to working with the Clinton Administration, Estell worked for a member of the House Appropriations Committee and has in-depth knowledge of the Labor, Health and Human Services and Education Appropriations Bill; the Transportation, Housing and Urban Development Appropriations Bill; and the Interior and Water Appropriations Bills, among others. She has cultivated strong relationships within the Executive Branch, and the civil rights community, which further enhance her ability to advocate effectively for client goals and priorities. She manages a client portfolio that has exceeded $2 billion annually in federally funded or tax-exempted programs. Estell has been the D.C. Office project manager on all municipal and county accounts. She has hosted and organized over 50 Capitol Hill Days, Executive Branch briefings, and secured client participation in many congressional hearings. She has been the go-to advisor for national leaders and prominent figures including Rosa Parks, Governor Bill Richardson, Dr. Donna Shalala, and Mayor Ronald V. Dellums. In 2010, she and the firm partnered with the U.S. Departments of Agriculture, Commerce and State, and USTR in hosting the African Women's Entrepreneurship Program luncheon, an initiative launched by former Secretary of State Hillary Clinton. She received her Bachelor of Journalism and Juris Doctor degrees from the University of Missouri-Columbia, where she is a member of the Order of the Coif.

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Appendix

POLSINELLI

Legislative Update
Compton, CA

July 10, 2013

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- Congressional Update
- Executive Branch Update
- Grant Announcements
- Polsinelli Activities

Congressional Update

Congress returned to work on July 8, 2013 after a week-long recess for the Fourth of July holiday.

Budget and Appropriations Update

To date, none of the twelve regular appropriations bills has been passed by Congress. The House of Representatives passed its Military Construction-Veterans Affairs bill on June 4th and its Homeland Security bill on June 6th. The full Senate has yet to consider an FY2014 appropriations bill.

This week, the following pieces of appropriations legislation will be considered by Congress:

- Full Chamber Votes
  - **House**: FY2014 Energy and Water Development bill (June 10-11, 2013)
- Full Committee Markups
  - **Senate**: FY2014 Labor, Health and Human Services, Education bill (July 11, 2013)
  - **Senate**: FY2014 Legislative Branch bill (July 11, 2013)
- Subcommittee Markups
  - **House**: FY2014 Financial Services and General Government bill (July 10, 2013) (approved by voice vote)
  - **House**: FY2014 Commerce, Justice, Science bill (July 10, 2013) (approved by voice vote)

1152 15th Street NW, Suite 800
Washington, DC 20005
Telephone: (202) 783-3300
Facsimile: (202) 783-3535

- **Senate**: FY2014 Labor, Health and Human Services, Education bill (July 9, 2013) (approved by voice vote)
  - **Points of Interest**
    - Subcommittee allocated $164.300 billion for Labor-HHS-Education programs (nearly $8 billion more than the FY2013 enacted level of $156.556 billion[1])
    - The bill includes $50 million for the Cures Acceleration Network, the National Center for Advancing Translational Sciences (NCATS) initiative dedicated to reducing the barriers between research discovery and clinical trials. This amount is nearly five times greater than the FY2013 enacted level
- **House**: FY2014 Legislative Branch bill (July 9, 2013) (approved by voice vote)

Though both Republicans and Democrats have asserted the importance of returning to 'regular order' and passing all of the twelve appropriations bills, as the end of the fiscal year approaches (September 30th), Congress may have to look at the option of passing yet another continuing resolution to keep the government open.

Immigration Reform Legislation

On June 27, 2013, the U.S. Senate passed legislation that would enact large-scale changes to the nation's immigration system. The legislation is set to overhaul immigration policies for the first time since 1986. The bill passed by a 68-32 vote.

The Senate bill would cut illegal immigration by 33 to 50 percent over the next decade, and offers a 13-year path to citizenship for the approximately 11 million immigrants already in the United States illegally. According to the Congressional Budget Office, the measure (if enacted) would add 9.6 million new legal residents to the United States by 2023. The Senate bill also would provide for more visas for both high- and low-skilled workers, and increased border security.

As attention turns to the House, there is no clear timetable for action on immigration reform. House Republicans are expected to meet on July 10th to determine a plan of action for the legislative days remaining until the August recess (which would include how to proceed on immigration). Majority Whip Eric Cantor forwarded a memo to the House Republicans stating that a number of immigration provisions could reach the House floor prior to the August recess; however, House Speaker John Boehner has made it clear that the House will not vote on the Senate version of the bill.

House Farm Bill

Based largely on proposed changes to the Supplemental Nutrition Assistance Program (SNAP), the House Republican leadership was unable to secure passage of the most recent iteration of the

[1] This figure does not include cuts required under sequestration.

farm bill. The bill failed by a 195-234 vote on June 20, 2013. Sixty-two Republicans voted with Democrats to defeat the bill.

The failed bill would have cut farm and nutrition program spending by almost $40 billion over the next 10 years. More than half of those cuts ($20.5 billion) would have come from the SNAP program. Many of the Republicans who voted to reject the bill did so because program cuts still were not substantial enough to obtain their support, despite the fact that the cuts in the most recent bill were larger than those in the farm bill that House leadership withdrew last year.

In his July 5, 2013 memo to House Republicans, Cantor noted that one legislative priority included consideration of a revised farm bill. The current farm bill extension expires on September 30th.

Senate Confirmation Hearings

This week, the Senate may consider the nominations of Labor Secretary-designate Tom Perez and Environmental Protection Agency (EPA) Administrator-designate Gina McCarthy.

Executive Branch Update

Foxx Sworn in as Transportation Secretary

Anthony Foxx, former Mayor of Charlotte, NC, was sworn in as the 17th Secretary of Transportation on July 2, 2013. On June 27, 2013, Foxx was unanimously confirmed by the Senate after a relatively smooth confirmation process. Based on testimony at his confirmation hearing, Foxx will work to continue support for programs like TIGER and will emphasize performance requirements and innovative technologies to maximize the use of limited resources.

Delay of the Affordable Care Act*'s "Employer Mandate"*

On July 2, 2013, the Obama Administration announced a delay in the enforcement of the Affordable Care Act's "employer mandate" for one year (now beginning in 2015). This provision of the ACA requires employers with at least 50 full-time workers to provide affordable health coverage or face a fine of up to $3,000 per employee.

The Administration chose to delay enforcement of the mandate in order to provide time to simplify reporting requirements in response to the concerns of employer groups and other stakeholder organizations. The Administration notes that compliance with the mandate will be "voluntary," though no penalties will be enforced until 2015.

Grant Announcements

- **Bus Efficiency Enhancements Research and Demonstrations** (Dept. of Transportation – Federal Transit Administration)
    - CFDA #: 20.514

- Funding Opportunity #: FTA-2013-003-TRI
- Estimated Total Program Funding: $3,000,000
- Award Ceiling: $3,000,000
- Award Floor: $250,000
- Expected Number of Awards: 6
- Summary: The Federal Transit Administration (FTA) announces the availability of $3.0 million of Fiscal Year (FY) 2012 research funds for innovative research, development, and demonstration projects targeting Bus Efficiency Enhancements, specifically enhanced Electrification of Accessories, and improvements in Thermal Management of Bus Bodies.
- Deadlines: Applications are due by **September 20, 2013**
- Eligibility: City and county governments, as well as institutions of the higher education are eligible.
- Link to full announcement: http://www.fta.dot.gov/documents/Bus_Efficiency_Enhancement_Research_and_Demos_FY12_RFP.pdf

- **T2 Translational Research: Research leading to new health care practices, community programs and policies affecting older persons (R21)** (National Institutes of Health)
  - CFDA #: 93.866
  - Funding Opportunity #: PAS-11-281
  - Award Ceiling: $200,000
  - Summary: This funding opportunity announcement (FOA) encourages exploratory/developmental R21 research projects on translational research (T2) directed towards development of health care practices, community programs and policies, including monitoring and quality improvement for pharmacological and non-pharmacological approaches for preventing and treating key health issues affecting the elderly. For the purposes of this FOA, T2 translational research on aging is defined as research to gather information needed to develop or evaluate methods of translating results from clinical studies into everyday clinical practice and health decision making.
  - Deadlines: Applications are due by **September 7, 2014**
  - Eligibility: City and county governments, as well as institutions of the higher education are eligible.

  - Link to full announcement: http://grants.nih.gov/grants/guide/pa-files/PAS-11-281.html

- **Capacity Building for Sustainable Communities** (Dept. of Housing and Urban Development – Office of Sustainable Housing and Communities)
  - CFDA #: 14.705
  - Funding Opportunity #: FR-5700-N-27
  - Estimated Total Program Funding: $4,500,000
  - Summary: This NOFA is part of cross-agency collaboration between HUD, the U.S. Department of Transportation (DOT), and the U.S. Environmental Protection Agency (EPA), known as the Partnership for Sustainable Communities. The Capacity Building for Sustainable Communities Program (Program), through this NOFA, will identify consortia comprised of intermediary organizations that can provide capacity building support for communities engaged in planning efforts that support community involvement and integrate economic and workforce development, housing, land use, land cleanup and preparation for reuse, transportation, and infrastructure investments. The grantee(s) selected will be expected to deliver capacity building support to communities across the United States. To support these activities, HUD expects to make an award to one to two winning consortia.
  - Deadlines: Applications are due by **August 7, 2013**
  - Eligibility: City and county governments, as well as institutions of the higher education are eligible.
  - Link to full announcement: http://www07.grants.gov/search/announce.do;jsessionid=phQTRcLFnQphwV1V8Q6g3251t2QTqhvkhl4xXW01s3GnMNQ6lD3p!-226921036

Polsinelli Activities

- Monitored FY2014 appropriations news and legislation
- Researched grant opportunities for Compton, CA
- Provided additional professional support related to the City responding to the Office of Inspector General at HUD
- Conference call with Otto Hetzel regarding issues with the HUD Office of Inspector General

#13.

Polsinelli PC provides this material for informational purposes only. The material provided herein is general and is not intended to be legal advice. Nothing herein should be relied upon or used without consulting a lawyer to consider your specific circumstances, possible changes to applicable laws, rules and regulations and other legal issues. Receipt of this material does not establish an attorney-client relationship.

Polsinelli is very proud of the results we obtain for our clients, but you should know that past results do not guarantee future results; that every case is different and must be judged on its own merits; and that the choice of a lawyer is an important decision and should not be based solely upon advertisements.

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RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE PROFESSIONAL SERVICES AGREEMENT WITH POLSINELLI SHUGART PC FOR FEDERAL LOBBYIST SERVICES FOR FISCAL YEAR 2013-2014

WHEREAS, the City Council has determined that legislative issues which significantly affect the City are considered and acted upon by Federal, state, regional and local legislative entities; and

WHEREAS, the Council has further determined that it is necessary to retain legislative and advocacy services to enhance the City's ability to achieve its objectives; and

WHEREAS, Polsinelii Shugart PC is a qualified legislative law firm which has provided satisfactory services, formulating strong relationships with federal legislative entities and representatives on behalf of the City since 2006; and

WHEREAS, the City desires to extend the professional services agreement with Polsinelli Shugart PC to provide legislative advocacy services and assist in promoting the interest of the City to legislative entities considering legislation and other regulation that impact the City; and

WHEREAS, funds to cover the cost of services are available in the 2013-2014 Fiscal Year budget in Account No. 1001 510 000 4218.

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

Section 1. That the City Manager, upon the advice and consent of the City Attorney, is hereby authorized to renew the professional services agreement with Polsinelli Shugart PC to provide federal legislative and advocacy services for the 2013-2014 Fiscal Year (effective July 1, 2013 through June 30, 2014) at a cost of up to $7,500 per month, not to exceed $90,000 annually.

Section 2. That the costs for these services shall be paid from the 2013-2014 Fiscal Year budget in Account No. 1001 510 000 4218.

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

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

ADOPTED this _____ day of _____, 2013.

_____

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, Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the Council, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2013.

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

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

_____
CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Management**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE PROFESSIONAL SERVICES AGREEMENT WITH POLSINELLI SHUGART PC FOR FEDERAL LOBBYIST SERVICES FOR FISCAL YEAR 2013-2014.**

Terrance C. Davis	**7/25/2013 7:56:32 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

<LegalName>	**<LegalDate>**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**7/25/2013 5:25:35 PM**
CITY CONTROLLER	DATE
G. Harold Duffey	**7/25/2013 3:08:29 PM**
CITY MANAGER	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.

September 3, 2013

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS WITH AND/OR ISSUE PURCHASE ORDERS TO CITYWIDE VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF OFFICE SUPPLIES AND OTHER SERVICES FOR FISCAL YEAR 2013-2014**

SUMMARY

This resolution is to authorize the City Manager to enter into contracts and/or issue purchase orders to vendors commonly used by the various departments of the City.

BACKGROUND

The City frequently procures office supplies and other minor services that are needed to ensure effective performance of the City business. In prior years, these procurements were done by individual departments from the same vendors. Several of the purchases were small in amount but the City would benefit from collective bargaining or bulk discounts if those procurements are done collectively.

STATEMENT OF ISSUE

The City desires to efficiently manage the small-value procurements by preventing the issuance of multiple council resolutions and contracts for the same vendor. The City determined that a global resolution and contract for each vendor to cover all procurements by all departments from the same vendors will be more efficient. A list of such procurements is contained in "Appendix A".

ALTERNATIVE

The City will not benefit from collective bargaining and bulk buying discounts if departments are allowed to individually procure similar services and supplies from the vendors without proper coordination.

FINANCIAL IMPACT

Funds for the procurements have been appropriated in the fiscal year 2013/2014 budget of the various departments as shown in "Appendix A".

RECOMMENDATIONS

It is the recommended that the attached resolution be adopted.

G. HAROLD DUFFEY
CITY MANAGER

APPENDIX A
Commonly Used Vendors

VENDOR	DESCRIPTION	DEPARTMENT	FUND	AMOUNT	ACCOUNT DETAIL
Staples	General office supplies	Human Resources	General Fund	$1,000.00	1001-560-000-4210
Staples	General office supplies	MLES	General Fund	$6,500.00	1001-670-000-4210
Staples	General office supplies	Fire	General Fund	$1,500.00	1001-690-000-4210
Staples	General office supplies	Fire	General Fund	$2,500.00	1001-690-000-4218
Staples	General office supplies	Controller	General Fund	$4,000.00	1001-650-000-4210
Staples	General office supplies	Housing Authority	Local Housing Authority	$1,500.00	2820-790-000-4210
Staples	General office supplies	City Council	General Fund	$750.00	1001-400-000-4210
Staples	General office supplies	City Council	General Fund	$800.00	1001-400-000-4249
Staples	General office supplies	City Manager	General Fund	$8,000.00	1001-510-000-4210
Staples	General office supplies	Public Works	Citywide Lighting	$1,500.00	2502-710-000-4210
Staples	General office supplies	Planning and Econ. Development	General Fund	$3,000.00	1001-780-000-4210
Staples	General office supplies	Grant Management	CDBG Admin.	$2,000.00	2800-510B-114210
Staples	General office supplies	General Services	General Fund	$3,000.00	1001-600-000-4210
Staples Total				**$36,050.00**	
Office Depot	General office supplies	Human Resources	General Fund	$1,500.00	1001-560-000-4210
Office Depot	General office supplies	Public Works	Citywide Lighting	$1,000.00	2502-710-000-4210
Office Depot	General office supplies	Public Works	Citywide Lighting	$1,000.00	2502-710-000-4210
Office Depot	General office supplies	Water	Water Enterprise Fund	$10,000.00	5000-900-000-4249
Office Depot	General office supplies	City Clerk	General fund	$3,700.00	1001-470-000-4210
Office Depot	General office supplies	City Attorney	General fund	$4,000.00	1001-420-000-4210
Office Depot	General office supplies	Risk Management	Workers Compensation Fund	$1,000.00	6300-420-000-4210

APPENDIX A
Commonly Used Vendors

VENDOR	DESCRIPTION	DEPARTMENT	FUND	AMOUNT	ACCOUNT DETAIL
Office Depot	General office supplies	City Treasurer	General fund	$3,000.00	1001-440-000-4210
Office Depot	General office supplies	Planning and Econ. Development	General fund	$500.00	1001-780-000-4210
Office Depot Total				**$25,700.00**	
US Postmaster	City mail services	City Clerk	General Fund	$35,000.00	1001-470-000-4215
US Postmaster	Permit fees and postage	Water	Enterprise Water Fund	$2,500.00	5000-900-000-4217
US Postmaster Total				**$37,500.00**	
Aramark	Uniforms rental	Public Works	Citywide Lighting	$20,709.38	2502-720-000-4246
Aramark	Uniforms rental	Public Works	State Gas Tax	$9,290.62	2300-720-000-4246
Aramark	Uniforms rental	General Services	General Fund	$10,000.00	1001-600-000-4246
Aramark	Uniforms rental	Parks and Recreation	General Fund	$5,000.00	1001-840-000-4249
Aramark Total				**$45,000.00**	
American Print Media	Advertising for public notices and hearings	City Clerk	General Fund	$47,000.00	1001-470-000-4213
American Print Media Total				**$47,000.00**	
Brown Construction	Training and Construction Services	General Services	General Fund	$30,000.00	1001-600-000-4269
Brown Construction	Training and Construction Services	Fire	General Fund	$25,000.00	1001-690-000-4229
Brown Construction Total				**$55,000.00**	
GRAND TOTAL				**$246,250.00**	

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS WITH AND/OR ISSUE PURCHASE ORDERS TO CITYWIDE VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF OFFICE SUPPLIES AND OTHER SERVICES FOR FISCAL YEAR 2013-2014

WHEREAS, the City frequently procures office supplies and other minor service that are needed to effectively perform the City's business; and

WHEREAS, in prior years these procurements were done by individual departments from the same vendors and while several of the purchases were small in amount, the City would benefit from collective bargaining or bulk discounts if those procurements are done collectively; and

WHEREAS, the City desires to efficiently manage those small-value procurements by preventing the issuance of multiple council resolutions and contracts for the same vendor and the City has determined that a global resolution and contract for each vendor to cover all procurements by all departments from the same vendors will be more efficient; and

WHEREAS, a list of the vendors, services and supplies to be procured from the vendors and the amounts of such procurements are contained in "Appendix A," attached hereto and incorporated herein.

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

SECTION 1. That the City Manager is herby authorized to enter into contracts with and/or issue purchase orders to vendors listed in "Appendix A" of this Resolution in the amounts not to exceed those stated in "Appendix A."

SECTION 2. That funds for the procurements have been appropriated in the Fiscal Year 2013/2014 budget of the various departments as shown in "Appendix A."

SECTION 3. That a certified copy of this Resolution shall be filed in the Offices of the City Clerk, City Attorney, City Manager, City Controller and each Department identified in "Appendix A.".

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

ADOPTED this ___ day of_____2013.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2013.

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: **City Management**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO COMMON CITYWIDE VENDORS FOR SERVICES AND SUPPLIES FOR FISCAL YEAR 2013-2104**

Terrance C. Davis	**7/25/2013 8:54:32 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

<LegalName>	**<LegalDate>**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**7/25/2013 5:19:15 PM**
CITY CONTROLLER	DATE
Terrance C. Davis	**7/25/2013 2:57:57 PM**
CITY MANAGER	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.

September 3, 2013

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: GLEN W.C. KAU, P.E., DIRECTOR
PUBLIC WORKS/MUNICIPAL UTILITIES

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM BUCKNAM INFRASTRUCTURE GROUP, INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER FOR A PAVEMENT MANAGEMENT STUDY (PMS) TO BE PERFORMED ON ALL CITY ROADS WITHIN THE CITY LIMITS

SUMMARY

A resolution of the City Council of the City of Compton accepting the proposal from Bucknam Infrastructure Group, Inc., authorizing the City Manager to enter into a professional service agreement and issue a purchase order for a Pavement Management Study (PMS) to be performed on all City roads within the City limits.

BACKGROUND

The City maintains approximately 173 centerline miles of pavement within its boundaries. The City's last pavement study was performed in 2002 by Kimley-Horn and Associates.

In March 2013, the City of Compton Public Works and Municipal Utilities Department staff advertised to solicit a Request for Proposal (RFP) from qualified consulting firms to evaluate the pavement condition of the City's roadway network and update its Pavement Management System (PMS).

On May 1, 2013, a total of six (6) proposals were submitted from the following consultants: Hall & Foreman (Tustin, CA), Quantum Consulting (Torrance, CA), Harris & Associates, Inc. (Los Angeles, CA), Dynatest (Ventura, CA), Transmap (Upper Arlington, OH), and Bucknam Infrastructure Group, Inc. (Oceanside, CA).

The qualified firms are expected to acquire the inventory/condition data to develop a multi-year program that would include from street maintenance to rehabilitation.

The firms that responded to the Request for Proposal (RFP) must be licensed to practice civil engineering in the State of California. The selected firm will act as the Engineer for the project and shall be responsible for all elements of the PMS.

The selected firm shall develop a Pavement Management Study for the City of Compton that will include the following:

1. Monitor and spot-check the existing road inventory and road condition data and report on any indication of unreliability of the information previously recorded, including pavement widths and section lengths.
2. A database that will have an inventory of all pavements including: computed Pavement Condition Index (PCI) of all streets; optimized project list priority; evaluation and suggested maintenance action for each section; a project cost analysis report; and a cost estimate of maintenance action for each section.
3. The consultant shall establish Pavement Condition Index guidelines for rating paved roads accordance with the MicroPaver guidelines.
4. The consultant shall collect, evaluate, verify and transfer all data to be incorporated in the pavement management system and graphical information system report.
5. Update and develop a fully integrated pavement management system report.
6. Development of the dynamic link between MicroPaver and GIS.
7. Review draft output with City staff to decide on appropriate budget amounts and make final runs of reports and maps.
8. Provide color coded maps.
9. The Pavement Management system report shall use the collected data to develop annual recommendations indicating the rehabilitation strategy, year of implementation, cost, and improved serviceability.

STATEMENT OF ISSUE

A consultant selection committee comprised of Public Works staff was appointed to review the proposals submitted by the six qualified firms. The committee reviewed the materials in the Request For Proposal (RFP) submitted by the consultants and ranked the most qualified proposals. Firms responded with their qualifications, scope of service, and etc. in one package and their fee in a separate sealed package.

The selection of the most responsive qualified firm for the PMS services was on the basis of demonstrated competence and professional qualifications. Qualification Based Selection (QBS) is where selection is based on the most appropriate provider of the professional services; fee is not considered.

Cost was not the basis for rating such consultants. Therefore, the fee was not considered until after the selection of the most qualified firm.

The evaluation used by the selection committee for ranking the proposal was based upon the completeness of the proposal, consultant's demonstrated understanding of the scope of services, quality of similar work previously performed by the firm, personnel assigned, resources required to perform the required services, and the proposed schedule of work.

In July 2013, staff contacted the firm with the highest ranked proposal and scheduled an interview to negotiate the fee and terms of the agreement. The firms and their ranking order are listed as follows:

Rank	Firm
1	Bucknam Infrastructure, Inc.
2	Dynatest
3	Hall & Foreman, Inc.
4	Harris & Associates
5	Quantum
6	Transmap

As a result, the proposal submitted by Bucknam Infrastructure Group, Inc. in the amount of $162,199 was the best qualified firm to manage the PMS project. Bucknam Infrastructure Group, Inc. will provide the City of Compton with a strong, knowledgeable, innovative, and communicative team with experience to implement a cost effective pavement management program. Bucknam Infrastructure Group, Inc. has worked with 70 local agencies providing Pavement Management Studies within Southern California.

Bucknam Infrastructure Group, Inc. will also provide the following services:

- **Pavement Field & Software Training –** Bucknam Infrastructure Group, Inc. has agreed to provide pavement field & software training of City staff with the quality, certified training and necessary skills needed to steward and maintain the Pavement Management Program. This is estimated to consist of a minimum of 12 hours of training.

- **On-Call Services -** Bucknam Infrastructure Group, Inc. will provide on-call services which include providing annual support for a period of two years where they will provide quality and accurate use of the in-house operation of MicroPaver Software.

- **Automated Digital Roadway Imaging -** As an alternative survey methodology, Bucknam Infrastructure Group, Inc. will implement a pavement survey methodology that will support the pavement condition survey efforts as well as implement a proactive and cost efficient GPS survey methodology that will allow for the collection of numerous GPS, data point locations using one set of digital imagery. In addition to the pavement data collection capabilities, the City also will be able to collect data about its other infrastructure assets such as street signage, driveway aprons, catch basins and other right of way features which would represents a $300,000 cost savings to the City.

Therefore, based upon the City's desired criteria, the proposal submitted by Bucknam Infrastructure Group, Inc. was deemed the best qualified and most competent firm to complete the Pavement Management Study.

In order to award the professional service agreement to Bucknam Infrastructure Group, Inc. to provide a Pavement Management Study upon all city roads, City Council authorization is necessary.

ALTERNATIVE

There is no other alternative. In order for the City to be eligible for available funding for street improvements (such as Metro), the City is required to have a current Pavement Management Study.

RECOMMENDATION

Staff recommends the City Council accept the proposal and fee submitted by Bucknam Infrastructure Group, Inc., to provide a Pavement Management Study to be performed on all city roads within City limits, and authorize the City Manager to enter into a professional service agreement and issue a purchase order for $162,199.

FISCAL IMPACT

Funds in the amount of $162,199 are available in the approved Fiscal Year 2013-2014 Budget, Public Works Account No. 1900-720-000-4269.

GLEN W.C. KAU, P.E., DIRECTOR
PUBLIC WORKS & MUNICIPAL UTILITIES

APPROVED FOR FORWARDING

G. HAROLD DUFFEY
CITY MANAGER

Scope of Services

We have defined a detailed scope of work in accordance to the City's goals;

1. Project Implementation
2. Client Satisfaction
3. Project Schedule
4. Scope of Work (Major Tasks)
5. Optional Tasks (PMP Training/ On-Call Services / Automated Digital Imaging Survey)

1) Project Implementation

TASK 1.1: Project Kickoff

The first step in updating a successful pavement management program truly resides in frequent communication and timely scheduled data updates. For the City of Compton it will be essential to establish, up front, the Public Work and Maintenance department PMP priorities. Our team will set a Project Kickoff meeting to further discuss and review in detail the expectations of the project, technical approach, finalization of the scope of work and the review of schedule and budget. With eleven years between major pavement inspections and reporting, Bucknam will ensure that all available work history, public/private designations and block-to-block segmentation is established prior to survey; data accuracy and knowledge will be essential for this project.

This effort will build consensus between the Maintenance and Public Works departments as well as build stronger ARTERIAL and RESIDENTIAL maintenance programs. Our staff already has the necessary data pertaining to the City's street rankings and maintenance zones. If changes have been made to this data, we will incorporate the changes within the Compton MicroPAVER database.

The first key topics to be discussed will include the review and assessment of the 2002 Kimley Horn pavement plan/data, Los Angeles County MTA (METRO) compliance, survey areas based on recent maintenance work and schedules, new construction, data quality and condition, current pavement procedures, historical expenditure levels, MicroPAVER implementation and desired service levels.

Deliverable: Meeting minutes, revised project schedule (if necessary)

TASK 1.2: Project Status Meetings - Quality Control Program

Status Meetings and Progress Reports

- Minimum of three meetings during the project (kickoff, field, and status meetings)
- Field review meetings
- Monthly progress status reports will be delivered to City project manager

Quality Control (QC)

We will use a statistical sampling approach for measuring the quality of our field technician's work. In this manner, 10 percent (17.3 miles) of the original surveys will be re-surveyed by an independent survey crew, supervised by a field supervisor, and the results will be compared to the original surveys.

Our QC process involves checking the field crews' work in a "blind study" fashion. Quality control checks will be performed at the end of each survey week. This will ensure that all field personnel are properly collecting distresses and pavement quantities for all street segments. **Since we are collecting distress information on our field Tablets with the Compton MicroPAVER database live, our staff will perform several quality control tests within the pavement management software using a sample set of the City of Compton's street distress data.** This will ensure that all system and analysis settings as well as City recommendations and standards are being followed.

Registered Engineer / Lead Engineer

Mr. Steve Bucknam, P.E. will supervise all operations, review all completed data and prepare and sign a final report incorporating the results of our pavement evaluation and conditions. We will provide engineered recommendations for pavement rehabilitation and replacement design based upon field data and analysis.

Deliverable: Monthly Project Status reports, field review and project status meetings

2) Client Satisfaction

TASK 2.1: Project Deliverables

Shown throughout our Scope of Work, each Task is summarized with project deliverables. Client satisfaction will derive from frequent communication with the Project Manager and key staff members from the Engineering and Street Maintenance departments.

Project success is created by delivering on three main factors; 1) Adherence to scope tasks and deliverables, 2) Performing to the standard set by the Project Schedule and 3) Controlling costs. Our Project Manager will follow each of these factors throughout the duration of the project.

Deliverable: Project Status Updates, as stated in Task 1.2

3) Project Schedule

TASK 3.1: Work Flow / Project Schedule

Our project schedule shows each major task identified in our scope of work, as well as quality control milestones and meetings. Bucknam currently has ample staff to apply to this project in order to meet an aggressive schedule (2 to 3 field technicians will drive the proactive schedule).

Task Name	17-Jun	24-Jun	1-Jul	8-Jul	15-Jul	22-Jul	29-Jul	5-Aug	12-Aug	19-Aug
BASE SCOPE OF WORK										
1) Project Implementation										
Task 1.1 - Project Kickoff	X									
Assess PMP data / Establish Survey										
Task 1.2 - Project Status Meetings - Quality Control										
Project Status Meetings	X		X				X			X
2) Client Satisfaction										
Task 2.1 - Project Deliverables			X				X			
3) Project Schedule	X									
4) Scope of Work										
Task 4.1 - Update Maintenance & Rehab Activities										
Task 4.2 - Pavement Condition Survey										
PCI Reporting			30%		60%			90%		
Project Status Meeting			X				X			
Quality Control Checks										
Task 4.3 - Mapping and GIS Update										
Task 4.4 - Pavement CIP										
City Review of Draft Final Report										
CIP Project Status Meeting										X
Delivery of Final CIP Report										
Task 4.5 - Deliverables			X				X			
OPTIONAL SERVICES										
Develop Recommended Improvement Program										
Task 5.1 - Pavement Field & Software Training										
Task 5.2 - On-Call Services										
Task 5.3 - Digital Roadway Imaging										

With a completed survey, our team will work with you to establish a PMP that provides specific, manageable pavement segments, detailed maintenance schedules of needed repairs and cost conscious maintenance recommendations that will assist you in preparing budget estimates required to complete the scheduled work for fiscal year 2013-14 and beyond. See project schedule below:

Based on the survey methodology used or the deterioration analysis reporting option, our staff will be able to meet and exceed the City's project schedule.

- Project Kickoff – June 17, 2013
- Survey Completion – August 9, 2013
- Delivery of Draft CIP PMP – August 23, 2013
- City comments returned to Consultant – early September, 2013
- Delivery of multi-yr CIP Final Report (METRO Report) – Mid-Sept, 2013

4) Scope of Work (Major Tasks)

TASK 4.1: Update Maintenance and Rehabilitation Activities

Based on the pavement maintenance that has been performed by in-house staff as well as contractual maintenance, our staff will review all street and alley activities that have been performed since the last update (Kimley Horn 2002). This data will be entered into MicroPAVER to enhance the recommendations for the upcoming budgetary analysis and CIP reporting.

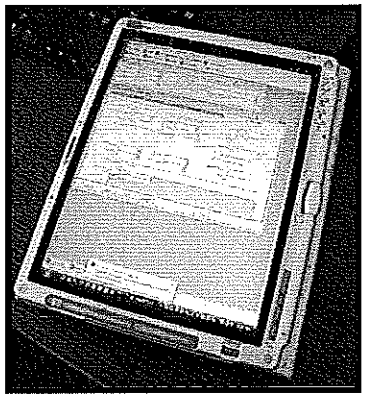
It is our understanding that the City does not currently have the 2002 MicroPAVER database available; we will assist the City in the effort to retrieve this database; if this database is not available Bucknam will reproduce all pavement segmentation and historical work history events. Additionally, Bucknam will create the citywide pavement segmentation within MicroPAVER if an earlier MicroPAVER copy cannot be found.

Deliverable: Citywide Work History Report

TASK 4.2: Conduct Pavement Condition Survey

Once the pavement segmentation has been assessed and verified, the inspection of approximately 173 miles of residential streets will be performed). Our survey methodologies will include one of the following approaches based on the City's cost and benefit analysis:

1. **Windshield/Walking (Standard)** based MicroPAVER survey (performed on Tablets live in the field); our staff will establish all inspection sample locations for survey based on MicroPAVER guidelines; block to block segments will be used.
2. **Automated Digital Roadway Imaging (Optional Task 5.3)** survey; Bucknam has recently performed this service for the cities of Fountain Valley, Cypress, RSM, Santa Ana, La Habra Heights, National City and Palm Desert for PMP and ROW inspections. MicroPAVER sampling method used.



Distress types will be collected based upon actual surface conditions and physical characteristics of the segment. Surveying methods will be conducted by remaining consistent with MicroPAVER & the Army Corp of Engineers sampling guidelines while being flexible to current City practices.

Through our windshield surveys, we use a mixture of windshield and walking surveys based on the functional classification of the roadway and the street conditions found. We will use the City's GIS centerline live in the field to reduce survey times and project schedules. If the City has a recent high-resolution aerial (approx. 3") we will use this file during our field survey efforts to verify street measurements and other segment attributes.

Our use of **MicroPAVER-Tablet units allows our staff to collect pavement data with the City of Compton's MicroPAVER database live in the field.** At the end of the day all electronic data is transferred to our office for quality control and management.

Scope of Work

Our Tablet methodology sets us apart from the competition since we are using a paper-less inventory process to enter data; this in turn generates cost savings to enhance other portions of the project such as CIP reporting, MicroPAVER training, and on-call services.

Roadway Verification Survey - A listing of the field attribute data that is updated/verified during the survey for the pavement management database is listed below:

1.Field Attribute Data (updated and/or verified)

- From/to, indicating the assigned limits of the section, sample test areas, street name, a street codification (i.e. truck route, school zone, maintenance district)
- Street ranking indicating local, alley, arterial, collector, # of lanes, surface type
- Historical PCI tracking from previous inspections and 2013 PCI inspections
- Segment quantities, indicating the length, width, and total true area of the section
- Structural sections (if available from previous reports or City documents)

2.Conditional data will be evaluated for all street segments and will include:

- MicroPAVER 20 AC & 19 PCC distresses by type, severity and sample area
- PCI ratings (0-100), taking into account the surface condition, level of distress
- Variance reporting between found 2013 conditions and previous work history data entries (2002 through 2012)
- Drainage Condition Rating (standing water, etc.)

We welcome staff members from the City of Compton to join our surveys. All pavement data will be entered into the City's most current licensed software (version 6.5). All items listed above will be maintained by our staff for the duration of this project. Data management will be performed in-house at our Laguna Niguel office. At the completion of the project, the MicroPAVER database will be placed within your information services/communication network.

3.Section Distress and PCI Reporting

Once inspections are completed, we will generate a draft Pavement Condition Index (PCI) Report for City staff to review. The City and our staff will review these reports to ensure that all inventory data is correct and the project is running smoothly.

Our submittal will include:

1. Street centerline miles, lane miles, and pavement area
    a. Reported as an entire network
    b. Reported by functional classification (arterial, collector, local)
2. Current street network Pavement Condition Index ratings

a. Report as an entire network

b. Reported by functional classification (arterial, collector, local)

3. Pavement segment tabular listing for the entire street network

a. PCI Report – sorted by PCI (worst to best)

b. PCI Report – sorted alphabetically

Deliverable: **Citywide draft PCI report, quality control reports**

TASK 4.3: Mapping and GIS Update

As an enhancement and proactive approach to this project, our staff will implement a dynamic Pavement-GIS link between MicroPAVER and the City's GIS system (ESRI ArcView 10). The City's centerline will be used as base file for implementing a unique pavement-GIS layer.

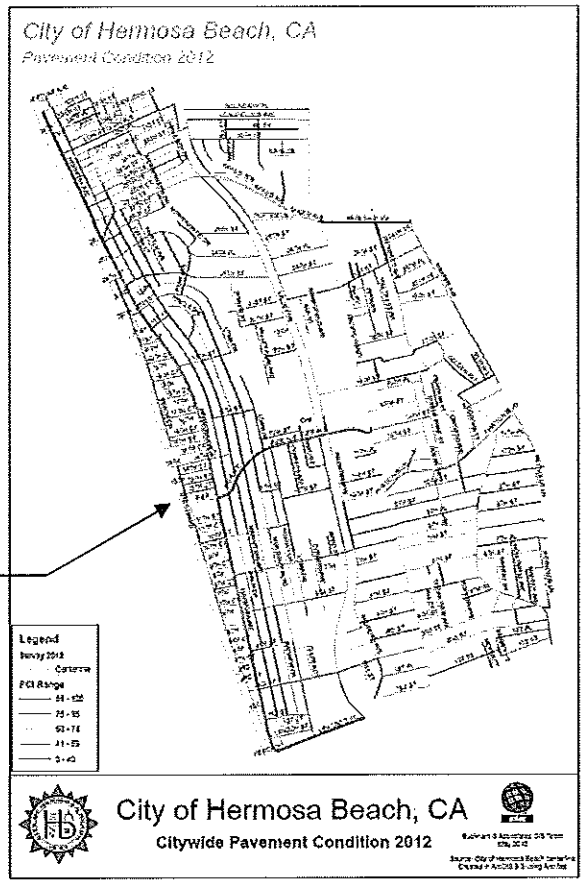
Prior to the establishment of pavement surveys, we will develop the necessary MicroPAVER-GIS linkages. By using the unique ID's within the PMP and the City's GIS street segment ID's, we will create a one-to-one match for each pavement section in the GIS. As new pavement inspections and edits are entered into the PMP the link that we have created will display the most current PMP data through the City's GIS.

The maps described below will be incorporated into the City's Final PMP report:

- PCI values for every section
- Work History identifications
- Multi-yr Arterial / Residential Rehabilitation and Slurry Seal Programs
- Functional classification maps

Deliverable: Complete GIS files/themes based on list above (shapefiles).

SAMPLE OF DELIVERABLE PMP-GIS LINK BETWEEN MICROPAVER AND THE CITY'S GIS ENTREPRISE (CITY OF HERMOSA BEACH) – LEGEND SHOW PCI CONDITION RANGES



DEVELOP RECOMMENDED MASTER PLAN OF STREETS

TASK 4.4: Preparation of Multi-yr Pavement CIP

With the City desiring to update and develop a comprehensive multi-year Pavement CIP internally, our staff will review all pavement treatments that were previously recommended as well as current 2013-14 applications. Through our experience in developing numerous pavement CIP reports on a yearly basis, we will support city staff through each essential phase of the development of the CIP. These services will include:

- Review and determination of maintenance strategies
- Review of grant applications and status
- Analysis of alternative pavement materials and applications for possible use by the City in upcoming years
- **Assistance with METRO Pavement Compliance reporting**

We will assist the City by preparing the report in a format that uses the information found in the PCI reports in conjunction with the information and analyses performed by our team. The report will include:

- Current inventory and pavement conditions indices (PCI) shown in tabular and GIS layouts for all road classes and surface types (pavement condition report, priority listings)
- Assessment of current unit costs for materials and application of asphalt treatments as well as future costs over the five-year program.
- Projected annual repair/rehabilitation programs for street maintenance, for each street, for a defined CIP term (Pavement CIP report) that demonstrates the greatest return on investment
- Three options will be included in the CIP report, they typically include:
  - #1 – Model current "actual budget" funding against found 2013 conditions
  - #2 – Model a recommended report that proactively increases the City's weighted PCI and lowers backlog of maintenance
  - #3 – Model a constrained budget to demonstrate the impacts of reducing CIP and maintenance funding
- Identification of potential funding sources for the street rehabilitation projects.
- **Recommendations for each section** and/or neighborhood zones will be identified that will include maintenance type, estimated cost to complete and encumbered inflation.
- A distinct and separate section will identify the City's annual slurry seal program that will cover yearly priority recommendations, neighborhood programs and annual estimated costs

- A detailed breakdown of deferred maintenance (backlog) which will allow the City to measure and understand its impact to current and future capital projects
- Final budgetary mapping will include: recommended maintenance year, specific minor/major recommendations, PCI's

Deliverable: We will submit three copies (one original) of the Draft Master Plan of Streets Report, in binder form, to be reviewed by the City. Three (3) copies of the Final Pavement Management Program Report will be delivered to the City once all comments and reviews are completed. Digital copies of the report will also be delivered for the City convenience.

TASK 4.5: Deliverables

Our final deliverable for the project will include the following items below:

1. PCI database refinement – list of deletions/modifications
2. PCI survey data (incorporated into an updated PMP database – MicroPAVER install)
3. Pavement statistics
4. MicroPAVER install; our staff will ensure that the data collected during the project is compatible with the existing version of MicroPAVER. Our staff will install the database and software on the City's network and/or stand-alone workstations.
5. **Final Report (METRO Compliant)**
    a. Executive Summary
    b. Pavement Condition Index (PCI report)
        i. Alphabetical order (A to Z)
        ii. PCI Ranking (0-100)
        iii. Alphabetical by maintenance zone
    c. PCI, Historical and Budgetary Mapping of the network
    d. Condition distribution map
    e. Compton Pavement CIP Budget Scenarios; typically includes:
        i. Actual
        ii. Recommended
        iii. Constrained

5) Optional Services (typically provided by our PMP Team)

City has indicated that the optional services below will likely be included within the base scope and fee (see Optional Services within Proposed Fee for costs)

TASK 5.1: Pavement Field & Software Training

We will provide City staff with the quality, certified training and necessary skills needed to steward and maintain the PMP. This will include operation manuals for both field data collection and software use. Peter Bucknam, who is certified in the use of MicroPAVER, will conduct comprehensive multi-day training sessions covering segmentation management, reporting, and editing/updating the database. This is estimated to consist of a minimum of 12 hours of training. There is no minimum or maximum amount of people that can be trained under this methodology.

Bucknam will provide training in the AC and PCC pavement field survey techniques. Engineering, Street Maintenance and GIS staff will have a clear understanding of how the system is developed and data recorded. City staff will be versed in the proper procedures for field data collection, thereby ensuring the ability of the City to repeat the pavement survey on its own when the need arises.

At the completion of the training, the City will be able to update each individual portions of the dataset as maintenance and future inspection are completed. The training will include:

- General MicroPAVER use
- Annual data entry needs, reporting requests and deterioration modeling
- Annual budget projection reports – PCI report generation
- Update of maintenance costs, strategy assignments, engineering data, and deterioration curves; interpretation and utilization of management reports)
- Querying, managing and plotting from PMP – GIS mapping

Deliverable: Training materials used in workshops, field survey forms

TASK 5.2: On-Call Services

Pavement Management Program Support

Bucknam will provide annual support for a period of two years where we will provide quality and accurate use of the in-house operation of MicroPAVER software. Once the City has approved the Pavement Condition Index Report under this year's work effort, this service will become active. Our typical On-Call services include:

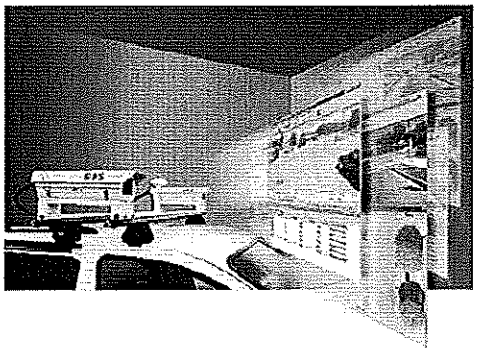
- Additional budget scenarios, general reporting, deterioration studies
- Additional visual inspections above the mileage amount indicated in Task 4.2

- Additional pavement management – GIS mapping
- Additional MicroPAVER training, operation use
- Enter annual work ARTERIAL and RESIDENTIAL maintenance records

Also, if requested, Bucknam assess and review the City's upcoming maintenance schedule for that fiscal year. The agreement will continue to include the provision of onsite and telephone support for the City staff.

TASK 5.3: Automated Digital Roadway Imaging

Through our previous PMP project with the City in 2008, City staff was introduced to our automated pavement survey methodologies. As an alternative survey methodology, our staff will implement a pavement survey methodology that will support Task 4.2 efforts as well as implement a proactive and cost efficient GPS survey methodology that will allow for the collection of numerous GPS locations using **"one"** set of digital imagery (e.g. five citywide infrastructure surveys for the cost of one).



Beyond the pavement survey capabilities, the City will be able to collect other infrastructure assets in the future such as signs, catch basins, street lights, manhole/water covers, fire hydrants, pavement markings and other ROW features; a tremendous costs savings that reaches $300,000 over the next 3 years.

With verification of street segmentation, the inspection of approximately 173 residential miles will be surveyed. MicroPAVER - Army Corp of Engineers AC and PCC distress types will be collected based upon actual surface conditions and physical characteristics of the segment while being flexible to current City practices.

Our automated digital imaging allows technician to collect the following:

- Continuous pavement imaging (images taken every 5 meters, competition typically surveys at every 8 meters/25 feet intervals)
- MicroPAVER AC and PCC distresses (e.g. linear/transverse cracking, alligator, patching, bleeding, block cracking, etc.
- Surface roughness ratings (IRI)
- Rutting depth (full width of lane or street)
- Imaging captures 100% of each pavement segment (not just one lane)
- Data transfers seamlessly to MicroPAVER
- Optional Ground Penetrating Radar (GPR) for arterials and collectors
- 2mm pixel images allows for centimeter horizontal and vertical accuracy

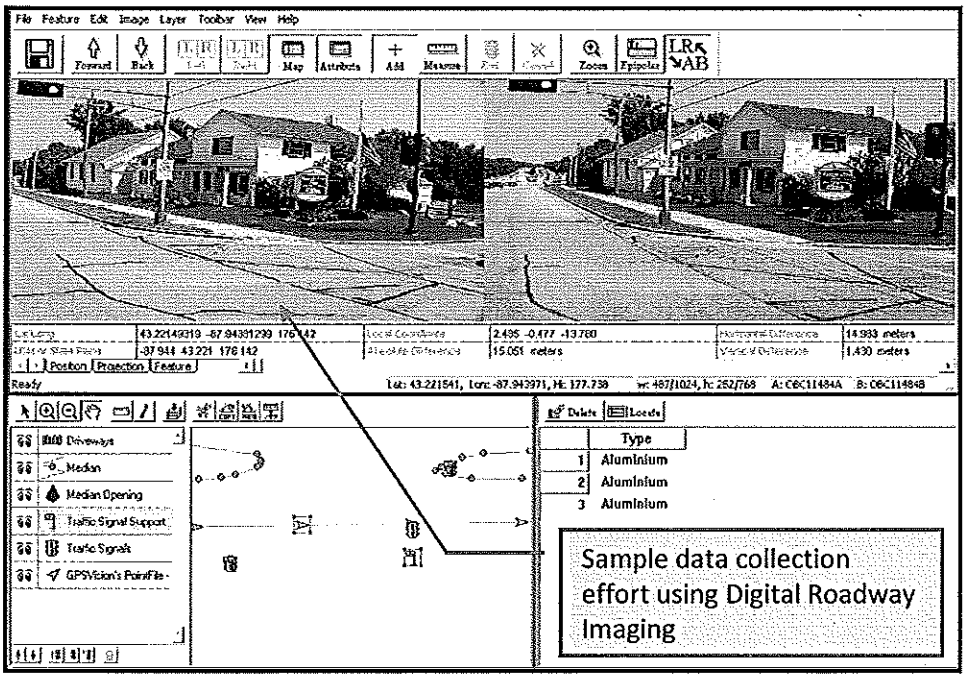
Scope of Work

The first survey process will involve the mobile GPS vehicle taking approximately three-week's time to survey the Compton's street network; additionally, the vehicles drive the posted speed limits. The images that are collected are taken by using Sony digital stereographic cameras (6 cameras) positioned on the vehicle. The images have a resolution of 1600x1200 and are geo-referenced by means of inertial GPS equipment contained within the van; images are taken every 4 to 6 meters, 15 ft intervals.

The quality of the imagery and its GIS / record collecting capabilities within the software provided allows the technician to accurately identify the required pavement distresses defined by the pavement software and the project (distresses are collected in-house). All pavement GIS data associated with each pavement section will be entered into the City's working software.

Survey vehicles are equipped with digital measuring instrumentation (DMI) that will be used to verify all pavement section lengths and widths. Our vehicles can be equipped with road roughness rating equipment, strip mapping cameras and are set to record 360 degree street imaging.

The survey will be performed by the Bucknam team that is experienced and trained in pavement condition assessment using LambdaTech's "Feature Extraction" software. Bucknam will measure specific distress types from the digital image set. A listing of the field attributes that will be collected during the survey is listed above in Task 4.2.



CITY OF COMPTON
Pavement Management Study 2013
Reivsed Fee Proposal - July 19, 2013

	Description	Principal	Project Manager	Assistant Planner	Field Technician(s)	Admin		Total by Task
	Base Fee	$250/hr	$170/hr	$125/hr	$82/hr	$75/hr		
Task 1	**Project Implementation**							
Task 1.1	Project Kickoff		3					$510
Task 1.2	Project Status Meetings - Quality Control	1	4	4	16			$2,742
Task 2	**Client Satisfaction**							
Task 2.1	Project Deliverables	1	4	4	2			$1,594
Task 3	**Project Schedule**							$0
Task 3.1	Work Flow / Project Schedule	1	2	4				$1,090
Task 4	**Scope of Work**							
Task 4.1	Update Maintenance & Rehabilitatin Activities		2	12	26			$3,972
	- Pavement Segmentation Assessment / Validation							
Task 4.2	Condition Survey (173 miles - Inhouse data collection)		8	12	210			$20,080
	Digital Roadway Imagery used for data collection purposes							
Task 4.3	Mapping and GIS Update		6	24	6			$4,512
Task 4.4	Preparation of Multi-yr Pavement CIP	1	32	8	2			$6,854
Task 4.5	Deliverables (PCI Reporting)		2			2		$490
	Reimbursables (mileage, printing, materials)							$1,200
	All deliverables will become property of the City of Compton							
	All Tasks are negotiable							
	Total Hours per Staff	**4**	**63**	**68**	**262**	**2**		
	Total Base Fee	***$ 1,000***	***$ 10,710***	***$ 8,500***	***$ 21,484***	***$ 150***	(1)	***$43,044***
					Contract UDBE Goal:			***5.7%***
					Subconsultant DBE Amount			***$2,454***
	Optional Tasks							
Task 5.1	**Pavement Field & Software Training**		8	4				$1,860
Task 5.2	**On-Call Services (Annual)**							$2,500
Task 5.3	**Automated Digital Roadway Imaging (Citywide-173 miles)**							$29,245
	Pavement data extraction from digital images							
	* Cost replaces driving portion of windshield based survey, pavement distress data now collected in-house by Bucknam)							
	* Cost includes Bucknam 15% markup							
	(all digital images complete with GPS coordinates @ 15ft intervals)							
	Sign Data Collection							
	All City Signage (approx. 9,000 @ $3.75 per point)							$33,750
	Additional Infrastructure Inventories							
	Catch Basins (approx. 1,200 @ $3.00 per point)							$3,600
	Curb Markings (approx. 1,500 @ $3.50 per polyline)							$5,250
	Street Light Poles (5,900 @ $3.00 per point)							$17,700
	Manhole covers (approx. 3,500 @$2.50 per point)							$8,750
	Water Valve covers (approx. 2,000 @ $2.00 per point)							$4,000
	Pavement Markings -Includes street striping, crosswalk, legends (approx. 2,500 @ $2.50 per point)							$6,250
	Fire Hydrants (approx. 2,500 @ $2.50 per point)							$6,250
						Options Subtotal:	(2)	***$119,155***
	Cost per point varies based upon the number of attributes associated with each asset collected)					***Total:***	(1) + (2)	***$162,199***
	All mapping deliveries included in the cost of optional task data collection							

Additional services outside of this contract will be negotiated with the City where we will use the Standard Hourly Rate Schedule shown here.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
BUCKNAM INFRASTRUCTURE GROUP, INC.

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **BUCKNAM INFRASTRUCTURE GROUP, INC.** (hereinafter referred to as **"CONSULTANT"**), located at 3548 Seagate Way, Suite 230, Oceanside, California 92056.

RECITALS:

WHEREAS, the **CITY** maintains approximately 173 centerline miles of pavement within its boundaries and there is a need to evaluate the pavement conditions of the City's roadway network and update its Pavement Management Study (PMS); and

WHEREAS, the **CITY** has determined that it will be prudent to engage the services of a professional and experienced engineering firm to act as the City's Engineer for this project and be responsible for evaluating the condition of the City's roadways and updating the PMS; and

WHEREAS, by Resolution No. _____, adopted on the __ of _____ 2013, the City Council authorized the City Manager to accept the proposal of the **CONSULTANT** (Bucknam Infrastructure Group, Inc.) and enter into a contract to provide the necessary services; and

WHEREAS, CONSULTANT warrants that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this project; and

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

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

AGREEMENT:

1. SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT

It is the mutual understanding of the parties that the **CONSULTANT** shall perform and be responsible for providing professional engineering services necessary for completion of the development of a "Pavement Management Study" (PMS) which shall include the below-indicated tasks and deliverables.

Tasks include:

Task 1: Project Implementation

1.1 Project Kickoff
1.2 Project Status Meetings – Quality Control Program

Task 2: Client Satisfaction
2.1 Project Deliverables

Task 3: Project Schedule
3.1 Work Flow/Project Schedule

Task 4: Scope of Work (Major Tasks)
4.1 Update Maintenance and Rehabilitation Activities
4.2 Conduct Pavement Condition Survey
4.3 Mapping and GIS Update
4.4 Preparation of Multi-Yr Pavement CIP
4.5 Deliverables

Task 5: Additional Services
5.1 Pavement Field & Software Training
5.2 On-Call Services
5.3 Automated Digital Roadway Imaging

Deliverables include:

1. Monitor and spot-check the existing road inventory and road condition data and report on any indication of unreliability of the information previously recorded, including pavement widths and section lengths.
2. A database that will have an inventory of all pavements including: computed Pavement Condition Index (PCI) of all streets; optimized project list priority; evaluation and suggested maintenance action for each section; a project cost analysis report; and a cost estimate of maintenance action for each section.
3. The consultant shall establish Pavement Condition Index guidelines for rating paved roads accordance with the MicroPaver guidelines.
4. The consultant shall collect, evaluate, verify and transfer all data to be incorporated in the pavement management system and graphical information system report.
5. Update and develop a fully integrated pavement management system report.
6. Development of the dynamic link between MicroPaver and GIS.
7. Review draft output with City staff to decide on appropriate budget amounts and make final runs of reports and maps.
8. Provide color coded maps.
9. The Pavement Management system report shall use the collected data to develop annual recommendations indicating the rehabilitation strategy, year of implementation, cost, and improved serviceability.

10. Pavement Field & Software Training – Bucknam Infrastructure Group, Inc. has agreed to provide pavement field & software training of City staff with the quality, certified training and necessary skills needed to steward and maintain the Pavement Management Program. This is estimated to consist of a minimum of 12 hours of training.

11. On-Call Services - Bucknam Infrastructure Group, Inc. will provide on-call services which include providing annual support for a period of two years where they will provide quality and accurate use of the in-house operation of MicroPaver Software.

12. Automated Digital Roadway Imaging - As an alternative survey methodology, Bucknam Infrastructure Group, Inc. will implement a pavement survey methodology that will support the pavement condition survey efforts as well as implement a proactive and cost efficient GPS survey methodology that will allow for the collection of numerous GPS, data point locations using one set of digital imagery. In addition to the pavement data collection capabilities, the City also will be able to collect data about its other infrastructure assets such as street signage, driveway aprons, catch basins and other right of way features which would represents a $300,000 cost savings to the City.

as more fully specified in the **CITY's Request for Proposals** and the **CONSULTANT's "Revised Proposal for Renewal of Projects/System Manager Services Contract"** (dated April 25, 2013)**,** which are incorporated by this reference.

It is understood and agreed that **CONSULTANT** has the professional skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement and that **CITY** relies upon the professional skills of **CONSULTANT** to do and perform **CONSULTANT's** work in a skillful and professional manner.

CONSULTANT agrees to perform all the said services and furnish all the necessary materials, supplies and equipment 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.

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** 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.

Sameer Jatana, P.E., Senior Systems Engineer of **CONSULTANT**, shall be primarily responsible for representing **CONSULTANT** in performance of this Agreement.

3. DURATION OF CONTRACT

CONSULTANT agrees to commence the services provided for herein upon written Notification to Proceed from the **CITY** and to continue in a diligent and professional manner until the project is complete, unless terminated earlier. The parties anticipate that **CONSULTANT's** services will be completed by or before June 30, 2014.

4. COMPENSATION

The method of payment for this Contract will be on a fee-for-services, per Task, basis as specified within **CONSULTANT's "Revised and Updated Cost Proposal"**. The total price paid the **CONSULTANT** will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the **CONSULTANT**, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the **CONSULTANT** and the **CITY**. Adjustment in the total compensation will not be effective until authorized and approved by the **CITY.**

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

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

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

As full and complete compensation for performance of all the services performed by the **CONSULTANT** pursuant to this Agreement, **CITY** shall pay, and **CONSULTANT** agrees to accept, a not-to-exceed maximum sum of **One Hundred Sixty Two Thousand One Hundred Ninety Nine Dollars ($162,199.00).**

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

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 himself, his 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 indemnify and save the **CITY** from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent 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 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:

1. General Liability: **CONSULANT** 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.

2. 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.

3. 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. The coverage shall be written on a claims basis.

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

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

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

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

d. Identity of the insured(s) 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 and subcontractors 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**.

Prior to commencement of services provided by 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. WAIVERS

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

16. 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,** at its expenses, for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at **CONSULTANT's** address indicated for receipt of notices in this Agreement.

17. EXAMINATION AND AUDIT

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

18. TERMINATION

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

a. The **CITY** may terminate this Agreement at any time by giving five (5) days written notice of termination to **CONSULTANT**. If the **CITY** gives such notice of termination, **CONSULTANT** shall cease immediately all work in progress, unless otherwise directed by the **CITY**.

b. **CONSULTANT** may terminate this Agreement at any time upon ten (10) days written notice of termination to the **CITY.**

c. If **CONSULTANT** fails to perform or breaches any material obligation under this Agreement, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, the **CITY** may terminate this Agreement immediately without further notice.

d. 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.

e. 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**.

f. 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.

19. 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.

20. CONFIDENTIAL INFORMATION

All information relating to **CITY** that is known to be confidential or proprietary, or which is clearly identified as such, will be held in confidence by **CONSULTANT** and will not be disclosed or used by **CONSULTANT** except to the extent that such disclosure or use is reasonable necessary to the performance of this Agreement.

21. GOVERNING LAW AND SEVERABILTIY

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, any attachments hereto and documents incorporated herein, 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

Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective three (3) business days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

TO CONSULTANT:

BUCKNAM INFRASTRUCTURE GROUP, INC.
3548 Seagate Way, Suite 230
Oceanside, California 92056
Attn: Peter J. Bucknam, President
(760) 216-6529
(760) 216-6549 – fax.
www.bucknam-inc.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 Director shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.

24. MISCELLANEOUS and CERTIFICATIONS

CERTIFICATIONS OF CONSULTANT

I, Peter J. Bucknam**, HEREBY CERTIFY** that I am the President, and duly authorized representative of the **CONSULTANT** firm of Bucknam Infrastructure Group, Inc., and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

DEBARMENT AND SUSPENSION CERTIFICATION

The **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 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.

Exceptions will not necessarily result in denial of award, but will be considered in determining **CONSULTANT** responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

_____ _____

Peter J. Bucknam, President **(Date)**

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

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

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

BUCKNAM INFRASTRUCTURE GROUP, INC.
CONSULTANT

Dated: _____ **By _____**
Peter J. Bucknam, President

CITY OF COMPTON
Recommended for Approval:

By _____ **Dated: _____**
Glen W. C. Kau, P.E., Director
Public Works/Municipal Utilities 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

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID FROM BUCKNAM INFRASTRUCTURE GROUP, INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER FOR A PAVEMENT MANAGEMENT STUDY (PMS) TO BE PERFORMED ON ALL CITY ROADS WITHIN THE CITY LIMITS

WHERAS, the City of Compton maintains approximately 173 centerline miles of pavement within the City limits:

WHEREAS, in March 2013, the City of Compton Public Works and Municipal Utilities Department staff advertised to solicit a Request for Proposal from qualified consulting firms to evaluate the pavement conditions of the City's roadway network and update its Pavement Management System; and

WHEREAS, on May 1, 2013, a total of six (6) proposals were received and the proposal submitted by Bucknam Infrastructure Group, Inc. in the amount of $162,199 was the most qualified firm to perform the Pavement Management Study; and

WHEREAS, Bucknam Infrastructure Group, Inc. will provide the City of Compton with a strong, knowledgeable, innovative and communicative team with experience to implement a cost effective pavement management program; and

WHEREAS, Bucknam Infrastructure Group, Inc. of Oceanside, CA has worked with 70 local agencies providing Pavement Management Studies within Southern California; and

WHEREAS, the proposal submitted by Bucknam Infrastructure Group, Inc. was deemed the best qualified and most competent firm to complete the Pavement Management Study; and

WHEREAS, staff recommends the City Council accepts the bid submitted by Bucknam Infrastructure Group, Inc. to provide a Pavement Management Study to be performed on all city roads within the City limits and authorize the City Manager to enter into a professional service agreement and issue a purchase order for $162,199; and

WHEREAS, funds in the amount of $162,199 are available in the Public Works & Municipal Utilities Fiscal Year 2013-2014 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 enter into a professional service agreement and issue a purchase order to Bucknam Infrastructure Group, Inc., in an amount not to exceed $162,199 to provide a pavement management study to be performed on all City roads within the City limits.

SECTION 2. That funds in the amount of $162,199 are available in the Public Works & Municipal Utilities 2013-2014 Fiscal Year budget Account No. 1900-720-000-4269.

SECTION 3. That copies of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works and Municipal Utilities Department.

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

ADOPTED this _____ day of _____, 2013.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested by the City Clerk, at a regular meeting thereof, held on the _____ day of _____, 2013.

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

AYES: COUNCILMEMBERS –
NOES: COUNCILMEMBERS –
ABSTAIN: COUNCILMEMBERS –
ABSENT: COUNCILMEMBERS –

_____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE BID FROM BUCKNAM INFRASTRUCTURE GROUP, INC. AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER FOR A PAVEMENT MANAGEMENT STUDY (PMS) TO BE PERFORMED ON ALL CITY ROADS WITHIN THE CITY LIMITS**

Glen Kau	**7/23/2013 3:46:33 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

<LegalName>	**<LegalDate>**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**8/22/2013 6:36:40 PM**
CITY CONTROLLER	DATE
G. Harold Duffey	**8/12/2013 7:16:25 PM**
CITY MANAGER	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.

September 3, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY TREASURER TO ESTABLISH AND MAINTAIN A SEPARATE CHECKING ACCOUNT FOR THE CITY'S RETIREMENT FUND.**

SUMMARY

This resolution authorizes the City Treasurer to establish and maintain a separate checking account for the City's retirement Fund. The bank balance and the periodic revenues from the parcel tax relating to the Retirement Fund shall be utilized solely to pay for the costs of the employees' retirement and medical plans of the City.

BACKGROUND

The City established a parcel tax rate of 0.45% to pay for the City's obligations under its employees' retirement and medical coverage plans. The retirement and medical plans cover the City's current employees, elected officials, and retirees. The City records the revenues received from the retirement parcel tax and the associated expenditures in a separate internal fund account maintained solely to track the revenues and expenditures relating to the retirement and medical coverage plans. The California Public Employees' Retirement System (CalPERS) manages the retirement and medical coverage plans. The City makes periodic payments to CalPERS to satisfy the obligations under the retirement and medical plans. The actual bank balance of the Retirement Fund is included in the City's General Checking account from where the checks made out to CalPERS are paid.

STATEMENT OF ISSUE

The City Council desires to establish and maintain a separate bank account for the Retirement Fund to be called the City of Compton Retirement Fund Checking Account. The bank account will track the actual bank balance of the Retirement Fund. The actual cash balance of the Retirement Fund held in the General Checking Account as of August 31, 2013 (less the amount of any check issued prior to August 31, 2013, but not yet presented or paid at the bank) will be transferred from the General Checking Account to the City of Compton Retirement Fund Checking Account. The bank balance and periodic revenues relating to the Retirement Fund will be utilized for the sole purpose of paying for the costs related to the City's retirement and medical plans. No portion of the bank balance of the Retirement Fund Checking Account shall be utilized for any other purpose without the prior approval of the City Council.

ALTERNATIVE

The City will not establish and maintain a separate bank account for the Retirement Fund if the resolution is not approved.

FISCAL IMPACT

The bank balance in the General Checking account will be reduced by the amount of $8,049,226 to be transferred to the Retirement Fund Checking account.

RECOMMENDATION

It is recommended that the attached resolution be adopted.

**G.HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY TREASURER TO ESTABLISH AND MAINTAIN A SEPARATE CHECKING ACCOUNT FOR THE CITY'S RETIREMENT FUND

WHEREAS, the City established a parcel tax rate of about 0.45% for the City's obligations under the employees' retirement and medical coverage plans. The retirement and medical plans cover the City's employees, elected officials, and retirees; and

WHEREAS, the City records the revenues received from the retirement parcel tax and the associated expenditures in a separate internal fund account maintained solely to track the revenues and expenditures relating to the employees' retirement and medical coverage plans; and

WHEREAS, the California Public Employees' Retirement System (CalPERS) manages the employees' retirement and medical coverage plan, and the City makes periodic payments to CalPERS for the costs of the retirement and medical plans; and

WHEREAS, the actual bank balance of the Retirement Fund is included in the City's General Checking account from where checks made out to CalPERS are paid; and

WHEREAS, the City Council desires to establish and maintain a separate bank account for the Retirement Fund to be called the City of Compton Retirement Fund Checking Account. The bank account will track the actual cash balance of the Retirement Fund; and

WHEREAS, the actual cash balance of the Retirement Fund held in the General Checking Account as of August 31, 2013 (less the amount of any check issued prior to August 31, 2013 but not yet presented or paid at the bank) should be transferred from the General Checking Account to the City of Compton Retirement Fund Checking Account.

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

Section 1. That the City Treasurer is hereby authorized to establish and maintain a separate bank account for the City's retirement fund, called the City of Compton Retirement Fund Checking Account.

Section 2. That the City of Compton Retirement Fund Checking Account shall be established with the Bank of the West and to reduce or eliminate late charges, the Bank of the West shall offer the City of Compton the ability to make employee retirement and medical benefit payments to CalPERS via Electronic Fund Transfer (EFT). Should

the Bank of the West not offer payments via EFT, the City Treasurer is authorized and shall select another banking institution that provides EFT transactions to CalPERS.

Section 3. That the authorized signatories to City of Compton Retirement Fund Checking Account shall be the City's employees, officers and officials who are authorized signatories, pursuant to current or future, City Council resolution(s) as the authorized signatories to other existing bank accounts of the City.

Section 3. That the bank balance of $8,049,226 as of August 31, 2013, attributable to the Retirement Fund, shall be transferred from the General Checking Account to the City of Compton Retirement Fund Checking Account.

Section 4. That the Retirement Fund Checking Account should be utilized solely for the purpose of costs associated with the employees' retirement and medical coverage plans. No portion of the bank balance shall be utilized for any other purpose outside of the retirement and medical coverage plan without the prior approval of the City Council.

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

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

ADOPTED this ____ day of _____, 2013.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the forgoing Resolution was adopted by the City Council, signed by the Mayor, attested to by the City Clerk at a regular meeting thereof held on the _____ day of_____ 2013.

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

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

_____
CITY CLERK OF THE CITY OF COMTPON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Management**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY TREASURER TO ESTABLISH AND MAINTAIN A SEPARATE CHECKING ACCOUNT FOR THE CITY'S RETIREMENT FUND**

Terrance C. Davis	**8/27/2013 12:15:46 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

<LegalName>	**<LegalDate>**
CITY ATTORNEY	DATE
<ControllerName>	**<ControllerDate>**
CITY CONTROLLER	DATE
<CityManager>	**<CityManagerDate>**
CITY MANAGER	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.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Attorney**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH HSS ELECTRONIC SECURITY AND FIRE SOLUTIONS FOR THE REPAIR, REPLACEMENT AND MAINTENANCE OF SECURITY CAMERAS AND EQUIPMENT AND MONITORING OF ALARM SYSTEMS AT VARIOUS CITY FACILITIES.**

Ruth Rugley	**8/28/2013 11:03:06 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

<LegalName>	**<LegalDate>**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**8/29/2013 9:56:00 AM**
CITY CONTROLLER	DATE
G. Harold Duffey	**8/29/2013 9:15:42 AM**
CITY MANAGER	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.

September 3, 2013

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JON THOMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH HSS ELECTRONIC SECURITY AND FIRE SOLUTIONS FOR THE REPAIR, REPLACEMENT AND MAINTENANCE OF SECURITY CAMERAS AND EQUIPMENT AND MONITORING OF ALARM SYSTEMS AT VARIOUS CITY FACILITIES.

SUMMARY

This resolution authorizes the City Manager to accept the bid of and enter into a three (3) year contract with HSS Electronic Security and Fire Solutions for purposes of repairing and/or replacing and maintaining security surveillance cameras and equipment and provide monitoring and alert services for alarm systems situated at various City-owned facilities.

BACKGROUND

Currently, seventeen (17) City-owned facilities are equipped with surveillance cameras, electronic access, fire and/or burglar alarm systems.[1] These systems are vital to the protection of not only the City facilities, property and equipment contained therein, but also human life and thus must be properly maintained and monitored.

HSS Electronic Security and Fire Solutions ("HSS") installed a number of the surveillance cameras and currently maintains both the cameras and their recording unit(s). HSS also monitors the fire and burglar alarm systems and provides alerts to the City.

STATEMENT OF THE ISSUE

Protection of human life and City property is paramount, thus the necessity of having fully operational security systems in place in City facilities. This requires continual repair and replacement (when needed), maintenance and monitoring of these systems. Several other security firms – ADT/Tyco Integrated Security ("Tyco") and Protection One -- were contacted and requested to submit a bid for repair, replacement,

[1] For security reasons the locations of the security and alarm systems and types of systems at each location is not specified within this report or attached to the accompanying resolution.

maintenance and monitoring of the City facilities surveillance cameras and security equipment, fire and burglar alarm systems. Both companies responded that they could not provide monitoring or maintenance on the City's current systems due to its age and types of equipment currently utilized. Each would require that substantial portions of the systems be totally replaced with different equipment. HSS burglar alarm monitoring fees are nineteen dollars ($19.00) per system per month and thirty eight dollars and fifty cents ($38.50) per system per month for fire monitoring. HSS's current assessment of the equipment that may need repair or replacement indicates that it should be able to contain the costs within the total $25,000.00 price range for Fiscal Year 2013-2014.

HSS has continuously provided satisfy services and provide highly competitive pricing to the City for the needed services in addition to demonstrating patience and understanding in regards to the City's financial constraints by allowing creative payment schedules.

ALTERNATIVE

HSS is the current provider. An alternative is to pay any existing outstanding invoices for services rendered by HSS and select another vendor at a greater cost to the City.

FISCAL IMPACT

The anticipated costs for services to be rendered during Fiscal Year 2013-2014 (July 1, 2013 to June 30, 2014) is Twenty Five Thousand Dollars ($25,000.00). This amount will cover the costs of monitoring services (approximately $$7,326.00), with the remainder utilized to pay for any necessary repairs and replacements of various equipment at the different facilities. The costs of monitoring services will remain the same throughout the term of the contract, however due to the age of the existing equipment, there is a possibility of the need for future repairs and replacements, thus it is anticipated that the costs for services to be rendered during Fiscal Years 2014-2015 and 2015-2016 may be up to Twenty Thousand Dollars ($20,000.00) for each remaining year.

This cost for services to be rendered in Fiscal Year 2013-2014 was anticipated and funds are allocated in Account No. 1001 1670 000 4269.

RECOMMENDATION

Staff recommends that the Council adopt the attached Resolution.

JON THOMPSON, FIRE CHIEF
COMPTON FIRE 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 ENTER INTO A CONTRACT WITH HSS ELECTRONIC SECURITY AND FIRE SOLUTIONS FOR THE REPAIR, REPLACEMENT AND MAINTENANCE OF SECURITY CAMERAS AND EQUIPMENT AND MONITORING OF ALARM SYSTEMS AT VARIOUS CITY FACILITIES.

WHEREAS, various City-owned facilities are currently equipped with surveillance cameras, electronic access, fire and/or burglar alarm systems; and

WHEREAS, these systems are vital to the protection of not only the City facilities, property and equipment contained therein, but also human life and thus must be properly maintained and monitored; and

WHEREAS, HSS Electronic Security and Fire Solutions ("HSS") installed a number of the surveillance cameras and currently maintains both the cameras and their recording unit(s) and also monitors the fire and burglar alarm systems and provides alerts to the City; and

WHEREAS, several other security firms; ADT/Tyco Integrated Security ("Tyco") and Protection One; were contacted and requested to submit a bid for repair, replacement, maintenance and monitoring of the City facilities surveillance cameras and equipment, fire and burglar alarm systems, however both companies responded that they could not provide monitoring or maintenance on the City's current systems due to its age and each would require that substantial portions of the systems be totally replaced with different equipment; and

WHEREAS, HSS has provided satisfactory maintenance and monitoring services and continues to provide highly competitive pricing to the City for the needed services; and

WHEREAS, the anticipated costs for services to be rendered during Fiscal Year 2013-2014 is Twenty Five Thousand Dollars ($25,000.00). This amount will cover the costs of monitoring services (approximately $$7,326.00), with the remainder utilized to pay for any necessary repairs and replacements of various equipment at the different facilities; and

WHEREAS, the costs of monitoring services will remain the same throughout the term of the contract, however due to the age of the existing equipment, there is a possibility of the need for future repairs and replacements, thus it is anticipated that the costs for services to be rendered during Fiscal Years 2014-2015 and 2015-2016 may be up to Twenty Thousand Dollars ($20,000.00) for each remaining year; and

WHEREAS, this cost was anticipated and funds for services to be rendered in Fiscal Year 2013-2014 are allocated in Account No. 1001 670 000 4269.

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

Section 1. That the City Manager, upon the advice and consent of the City Attorney is authorized to enter into a three (3) year contract (July 1, 2013 through June 30, 2016) with HSS Electronic Security and Fire Solutions for the repair and/or replacement and maintenance of security surveillance cameras and other equipment and monitoring of alarm systems at applicable City-owned facilities.

Section 2. That a purchase order is authorized to issue in the amount of up to Twenty Five Thousand Dollars ($25,000.00) to HSS Electronic Security and Fire Solutions for services rendered during Fiscal Year 2013-2014.

Section 3. That funds are allocated for Fiscal Year 2013-2014 in Account No. 1001 670 000 4269.

Section 4. That funds for the additional years of the contract will be appropriated in future City budgets.

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

Section 6. That a copy of this Resolution shall be forwarded to the office of the City Manager, City Attorney, City Clerk, City Controller, Compton Fire Department and the Municipal Law Enforcement Services Department.

ADOPTED this _____ day of _____, 2013.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, do hereby certify that the forgoing Resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2013.

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

MAINTENANCE AND MONITORING AGREEMENT
BETWEEN
CITY OF COMPTON
AND
HSS ELECTRONIC SECURITY AND FIRE SOLUTIONS

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 **HSS ELECTRONIC SECURITY AND FIRE SOLUTIONS** (hereinafter referred to as "**HSS"**) located at 9900 Lakewood Boulevard, Suite 108, Downey, California 90240. Authorization to enter into this Agreement is pursuant to Resolution No. _____, adopted by the City Council on _____, 2013.

WITNESSETH:

That the **CITY** and **HSS**, for the consideration, terms and conditions herein described, mutually agree as follows:

1. SERVICES TO BE PERFORMED BY HSS:

HSS shall perform, in a professional manner, all the required tasks necessary for the replacement and/or repair and maintenance of the security surveillance cameras and equipment and monitoring and alert services for the fire and/or burglar alarm systems at City-owned facilities, as specified within the "City Facilities and Equipment" attachment, which is incorporated hereby.

It is understood and agreed that **HSS** has the professional skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement and that **CITY** relies upon the professional skills of **HSS** to do and perform **HSS's** work in a skillful and professional and workmanlike manner.

HSS agrees to perform all the said services and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same occupation currently practicing under similar circumstances.

HSS services hereunder shall be performed in good, workmanlike and professional manner. **HSS** shall be responsible for correcting and completing all errors and omissions related to the services provided by the **HSS** 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 **HSS** to meet the standards of its profession as set forth in the preceding paragraph.

2. COMPENSATION:

The method of payment for this Contract will be based on the unit price of Nineteen Dollars ($19.00) per month for each burglar alarm system monitored and Thirty Eight Dollars

and Fifty Cents ($38.50) per month for each fire alarm system monitored. The costs for any equipment repaired and/or replaced shall be negotiated and agreed to between the **CITY** and **HSS** prior to **HSS** performing any work. The total price paid the **HSS** will include compensation for all work and deliverables, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the **HSS**, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the **HSS** and the **CITY**. Adjustment in the total compensation will not be effective until authorized by the **CITY**.

Progress payments may be made in arrears. If **HSS** fails to complete the work and/or provide the agreed services as provided for within the terms of this Agreement, the **CITY** shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

HSS shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the **CITY** of itemized invoice(s) for services completed. Invoice(s) shall be submitted no later than 45 calendar days after the performance of work for which the **HSS** is billing. Invoice(s) shall be delivered or mailed to the Fire Chief of the Compton Fire Department at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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

For the services; monitoring, alert, repairs and replacement of equipment; agreed to be performed pursuant to this Agreement, **HSS** understand and agrees that the maximum sum payable for services rendered in Fiscal Year 2013-2014 is limited to the sum of up to **Twenty Five Thousand Dollars ($25,000.00). HSS** further agrees that for monitoring and alert services to be performed pursuant to this Agreement during Fiscal Years 2014-2015 and 2015-2016, said monitoring and alert services shall be limited to the cost of Nineteen Dollars ($19.00) per month for each burglar alarm system and Thirty Eight Dollars and Fifty Cents ($38.50) per month for each fire alarm system. Any costs for repairs and/or replacements of equipment during Fiscal Years 2014-2015 and 2015-2016 shall be negotiated and agreed to between the **CITY** and **HSS.**

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

3. TERM OF SERVICES:

The term of this Agreement shall be for thirty six (36) months, spanning Fiscal Years 2013-2014 through 2015-2016 (July 1, 2013 through June 30, 2016), unless this Agreement is terminated sooner as provided herein.

4. OWNERSHIP OF MATERIALS/EQUIPMENT:

All electronic and hardcopy data, reports, documents, records, plans, discs, diskettes or other material ("Documents") prepared, developed or discovered by or provided to **HSS** during the course of providing services pursuant to this Agreement and all security equipment; unless otherwise specified; shall be the property of the **CITY,** whether or not the services are completed.

5. INDEPENDENT CONTRACTOR STATUS:

HSS, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "HSS"), is a wholly independent contractor and not an officer, employee, subcontractor or agent of the **CITY**. Neither the **CITY** nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the **HSS**, except as expressly set forth in this Agreement. **HSS** expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that **HSS** shall not at any time or in any manner, represent that **HSS** is in any manner officers, employees, agents or volunteers of the **CITY**. **HSS** shall obtain no rights to retirement, health care or any other benefit that accrue to **CITY** officials, officers, or employees. **HSS** expressly waives any claim to such rights.

6. SUCCESSORS, ASSIGNMENT AND DELEGATION:

The **CITY** and the **HSS** each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

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

7. NONDISCRIMINATORY EMPLOYMENT PRACTICES:

During the performance of this Agreement, the **HSS** 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. **HSS** 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 **HSS** 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 **HSS's** non-compliance with the non-discrimination clause of this Agreement, this Agreement may be immediately canceled, terminated or suspended in whole or in part.

8. INDEMNIFICATION:

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

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

9. INSURANCE:

Without limiting the **HSS's** indemnification of the **CITY, HSS** shall provide and maintain, at its own expense, and require any of its subcontractors 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 **HSS'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 **HSS** to procure or maintain insurance shall constitute a material breach upon which the **CITY** may immediately terminate this Agreement.

All insurance required hereunder shall not call on the **CITY's** program for contributions. Program(s) of insurance shall include:

a. General Liability: **HSS** 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: **HSS** 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 **HSS** and all risks to such persons under the Agreement.

c. Insurance Endorsements. The liability insurance policy(ies) 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 and covered as **"additional insureds"** with respect to liability arising out of the activities of the **HSS**.

.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 Identities of the insured(s).

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

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

10. PERMITS AND LICENSES:

HSS, 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 **HSS**.

Upon execution of this Agreement, the **HSS** shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

11. WARRANTIES:

HSS represents and warrants (i) that **HSS** has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with **HSS'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 **HSS** will not use in the performance of its responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that **HSS** has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

HSS guarantees that all replacement and/or repair work performed pursuant to this Agreement against defective workmanship for a period of one (1) year following completion of the repair and/or replacement of equipment. If within one (1) year after the date of completion of the work, any of the replacement and/or repair work is found to be defective, **HSS** shall correct it promptly after receipt of a written notice from the **CITY** to do so, at the **HSS'** expense. This obligation shall survive termination of the Contract. The **CITY** shall give notice promptly after discovery of the condition.

HSS shall be responsible to **CITY** for acts and omissions of its subcontractors and the employees and agents of each of them.

12. FEDERAL AND STATE WITHHOLDING TAXES:

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

13. COMPLIANCE WITH LAW:

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

14. CONFIDENTIAL INFORMATION:

The **HSS** 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. The obligation of confidentiality imposed upon either party shall subject to standard exceptions and shall survive the completion, expiration or termination of this Agreement.

15. WAIVERS:

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

16. TERMINATION

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

a. The **CITY** may terminate this Agreement at any time by giving ten (10) calendar days written notice of termination. If the **CITY** gives such notice of termination, **HSS** shall cease immediately all work in progress, unless instructed different by **CITY**.

b. **HSS** may terminate this Agreement at any time by giving at least thirty (30) calendar days written notice of termination.

c. If **HSS** fails to perform or breaches any material obligation under this Agreement, after giving written notice of default and five (5) days to correct the same, then, in addition to any other remedies, the **CITY** may terminate this Agreement immediately without further notice.

d. The **CITY** may terminate this Agreement immediately upon written notice if **HSS** becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law.

e. 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**.

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

17. AMENDMENTS

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

18. GOVERNING LAW AND SEVERABILTIY

This Agreement shall be governed by and construed under the laws of the State of California. 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.

19. 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 subcontractor and the **CITY**.

20. 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, registered or certified, and addressed as hereinafter provided, or (c) one business day after send by facsimile transmission.

TO HSS: **HSS ELECTRONIC SECURITY AND FIRE SOLUTIONS**
9900 Lakewood Boulevard, Suite 108
Downey, California 90240
Attn:
(916) 928-4600
(916) 928-2755 – fax.

TO CITY: **CITY OF COMPTON**
205 South Willowbrook Avenue
Compton, California 90220
Attn: Fire Chief
(310) 605-5585
(310) 761-1429 – fax.

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

21. MISCELLANEOUS

HSS 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 **HSS** on the basis that either party was responsible for or in control of the drafting of such documents.

All provisions of this Agreement which by their nature continue beyond the termination or completion of performance under this Agreement, including, without limitation, those obligations pertaining indemnification, insurance, confidentiality and ownership of documents, shall survive and continue in force after either termination or completion of performance by **HSS**.

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

HSS ELECTRONIC SECURITY AND FIRE SOLUTIONS

Dated: _____ **By _____**

CITY OF COMPTON
Recommended for approval:

By _____ **Dated: _____**
Jon Thompson, Chief
Compton Fire Department

Approved by:

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

Approved as to form:

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

ATTEST:

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Management**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS TO ESTABLISH THE CITY OF COMPTON SPONSORED BLUE LINE FARMERS MARKET**

G. Harold Duffey	**8/29/2013 9:13:22 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

<LegalName>	**<LegalDate>**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**8/29/2013 1:46:52 PM**
CITY CONTROLLER	DATE
G. Harold Duffey	**8/29/2013 10:52:42 AM**
CITY MANAGER	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.

September 3, 2013

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH LOS ANGELES COUNTY METRO AND BLESSED WITHOUT LIMITS, INC. FOR THE BLUE LINE FARMER'S MARKET**

SUMMARY

The City Council will consider a resolution authorizing the establishment of agreements with Los Angeles County Metro Authority (MTA) and Blessed Without Limits, Inc for the Blue Line Farmers' Market for the Fiscal Year 2013-2014.

BACKGROUND

As a part of the 2013/14 budget development process, the City Council has identified access to healthy foods as one its key priorities. In support of this, staff has been in collaboration with Los Angeles County Metro Authority and other community agencies to develop a weekly farmer's market located at the Martin Luther King Jr. Transit Center. The MTA Blue Line train has an average daily ridership of over 85,000 boardings per day, which would make the Blue Line Farmer's Market a regional draw and point of interest. The market will be managed by the City, with administrative support from Blessed Without Limits, Inc./Urban Leaderpreneurs, a non-profit charity.

Compton previously held a Farmer's Market during the late 1990's. Unfortunately the market was dissolved due to management issues and inconsistent patron attendance. However, in recent years community interest has blossomed and demonstrated demand for expanded access to healthy food options, local business connectivity and entertainment for visitors and residents of the City of Compton.

On July 30, 2013, City Council authorized the City Manager to negotiate agreements with market partners and vendors, and directed staff to return on September 3, 2013, with final agreements and market plans.

STATEMENT OF THE ISSUE

The Blue Line Market will be a certified farmer's market centrally located in front of the Compton Martin Luther King Jr. Transit Center. The Market will offer great value and access to the community with a diverse produce selection, great options for prepared foods, high quality artisans, and a focus on people and businesses. The Market schedule is every Wednesday from 3pm-7pm beginning September 4, 2013.

The implementation strategy for the Market is broken into two phases to maximize the growth potential for the vendors interested in staying connected with the Blue Line Market on an annual basis. To date, Phase 1 of the Blue Line Market is confirmed with 25 vendors, including two local food trucks. These vendors will include Certified Products (i.e. fresh fruits, nuts, vegetables, shell eggs, honey, flowers, fungus, etc), Non-Certified Products (processed products such as juices, jams and jellies, oils, etc), and Artesian Products (i.e. crafts, paintings, soaps, etc). Phase 2 will include an additional 15 vendors of the same varied composition, while Phase 3 will include the final 15 vendors totaling 55 available spaces.

Staff has negotiated agreements with Los Angeles County Metropolitan Authority (MTA) and Blessed Inc., as the official Blue Line Farmer Market sponsor and certified farmer market manager, respectively. MTA and the City have reached a cross promotional agreement for the Market where MTA will promote and advertise the market to its employees and ridership, in return for the City providing market discounts and special promotions for MTA riders who present their TAP card during purchases.

Blessed Without Limits, Inc./Urbanpreneurs is a 501c(3) that will serve as the Market Manager and will provide ongoing administrative support, including the collection of fees, marketing, dispute resolution and verification of required vendor licenses, as identified in Scope of Services (Exhibit A) of the agreement. All payments for market management services with Blessed Without Limits, Inc. are based upon verified net revenues received from vendor fees collected, that exceed City incurred costs for the maintenance and operation of the market.

ALTERNATIVE

The alternative is to take no action or direct staff to return to Council with additional recommendations on market partnerships in the future.

FISCAL IMPACT

There is no General Fund impact. The Blue Line Farmer's Market is a self sustaining program, administered to ensure full cost recovery. All expenditures associated with the operation and management of the Market will be offset with Market revenues. Staff projects approximately $20,000 in annual expenditures and $25,000 to $40,000 in Market revenue for Fiscal Year 2013-2014 (assuming a 65-75% vendor occupancy rate). All revenue will be recorded in Account No. 1001 000 000 3267.

RECOMMENDATION

Staff recommends that the City Council adopt the attached resolution.

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENTS WITH LOS ANGELES COUNTY METRO AND BLESSED WITHOUT LIMITS, INC. FOR THE BLUE LINE FARMER'S MARKET

WHEREAS, the Mayor and City Council of the City of Compton are authorized by the laws of the State of California to appropriate and expend funds for the promotion of the intent and goodwill of the City of Compton; and

WHEREAS, the City has identified access to fresh foods as a core priority for Fiscal Year 2013-14; and

WHEREAS, the establishment and promotion of venues that increase access to fresh foods may generate health benefits and improve the quality of life for Compton residents and the community; and

WHEREAS, the City desires to enter into mutually beneficial partnerships with community partners to establish the Blue Line Farmer's Market; and

WHEREAS, the City desires to enter into an agreement with the Los Angeles Metro Authority (MTA), a community partner, to market and promote the Blue Line Farmer's Market to regional MTA riders and Los Angeles County employees; and

WHEREAS, the City desires to enter into an agreement with the Blessed Without Limit, Inc., a community partner, to manage, market and promote the Blue Line Farmer's Market to regional MTA riders and Los Angeles County employees; and

WHEREAS, the promotion of industrial and commercial growth may generate new jobs for Compton residents; and

WHEREAS, the MTA and Blessed Without Limit, Inc agree to partner with the City to foster and promote access to fresh foods for the regional community and the citizens of Compton.

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

SECTION 1. That the City Manager is authorized, upon the advice and consent of the City Attorney to enter into a Cross Promotional Agreement with the Los Angeles County Metropolitan Transportation Authority for the Blue Line Farmer's Market for the term of September 4, 2013 to June 30, 2014.

SECTION 2. That the City Manager is authorized, upon the advice and consent of the City Attorney to enter into an agreement with Blessed Without Limits, Inc. to act as the City's certified market manager of the Blue Line Farmer's Market for the term of September 4, 2013 to June 30, 2014.

SECTION 3. That the City shall pay Blessed Without Limits, Inc. as compensation for its services for the Blue Line Farmer's Market the sum of Fifty Percent (50%) of total net revenues received by the City from the Blue Line Farmer's Market vendor fees between the period of September 3, 2013 and June 30, 2014, in an amount not to exceed twenty six thousand dollars ($26,000.00) annually, to be paid in monthly installments.

SECTION 4. That funds for payment to Blessed Without Limits, Inc. shall come from Revenue Account No. 1001 000 000 3267.

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

#18.

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

ADOPTED this ____ day of _____, 2013.

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2013.

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

AYES: COUNCIL MEMBERS–
NOES: COUNCIL MEMBERS–
ABSENT: COUNCIL MEMBERS–
ABSTAINS: COUNCIL MEMBERS–

_____
CITY CLERK OF THE CITY OF COMPTON

Los Angeles County
Metropolitan Transportation Authority

One Gateway Plaza
Los Angeles, CA 90012-2952

213.922.2000 Tel
metro.net

Metro

THE CITY OF COMPTON Cross Promotional Agreement SEPTEMBER, 2013

This Cross Promotional Agreement (this "Agreement") is entered into by and between the Los Angeles County Metropolitan Transportation Authority ("Metro") and ***THE CITY OF COMPTON*** (the "Company").

RECITALS:

A. Metro is a multifaceted public agency responsible for operating a cohesive rail and bus system, constructing public mass transit guideways in Los Angeles County and planning and programming all transportation dollars to Los Angeles County from local, state and federal sources.

B. The Company has ***THE BLUE LINE FARMERS' MARKET*** (the Company's Product") that it wishes to promote along with certain Metro services.

C. Metro would like to promote the Company's Product along with certain Metro services.

D. The parties hereby agree to cross promote each other's services and products all as more particularly described herein.

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT:

1. **METRO PROMOTIONAL ELEMENTS**

In consideration for the Company's Promotional Elements, as defined in Paragraph 2 below, Metro shall provide the Company with the following promotional elements (collectively, the "Metro Promotional Elements"): As outlined below for promotional consideration.

#18.

a. ***Metro Insider*** **brochure (if applicable)**
DESCRIPTION: Brochure includes the latest news about Metro discount promotions, service, events and projects, as well as games.
DISTRIBUTION:
1. Promotion included in 85,000 brochures distributed on board all 2,500 Metro Buses and 350 Metro Rail cars and to Metro Customer Service Centers.
2. Will soon include promotional outlets to 100,000 LA County Employees and 10,000 Metro Employees
3. DEADLINE: All copy, artwork and logos due for the sample *Metro Insider* brochure: **deadline for copy, logo and photos (jpeg format) are due by _____ (date) .** (Lead time on this brochure is a minimum of 8 weeks in advance).
4. **Estimated promotional value $25,000 monthly.**

b. **"This Month's Destination Discounts" (Metro web page)**
DESCRIPTION: Metro's web based link on Metro's homepage under "Spotlight," which promotes patron incentives and rewards for choosing to "Go Metro" including discounts and exclusive giveaways for using public transit to get to your destination. On this site we would provide detailed information about your event/destination with link(s) to your homepage. Metro's homepage receives close to a million hits per month.
1. DEADLINE: Artwork due for posting. **Deadline for copy, logo and photos (jpeg format) are due _____ (date).**
2. Link to current Destination Discounts page: http://www.metro.net/service/discounts/
3. **Estimated promotional value $20,000 monthly (which includes all of the LA County general communication channels).**

c. **Metro Blog (Metro web based blog) and social media outlets.**
DESCRIPTION: Metro has a blog which is sent out weekly to all of the social media sites. Metro's web based blog is also located on Metro's homepage under *The Source*, which promotes patron incentives and rewards for choosing to "Go Metro" including discounts and exclusive giveaways for using public transit to get to your destination. On this site we would provide detailed information about your event/destination with link(s) to your homepage. Metro's blog receives 25,000+ hits per week and is included on Metro's home page which receives close to a million hits per month. Some items on *The Source* are also posted on Metro's Facebook and Twitter social media pages.
1. DEADLINE: **Copy for this is the same copy used in Metro Insider and has the same due date of ____.** Links your event to our Google map and to your splash page on the Metro Destination Discounts page.
2. **Estimated promotional value $ 8,000.**

d. Press Release

DESCRIPTION: News release announcing cross promotion and discount/reward for Metro patrons.
DISTRIBUTION: All major news media outlets in Southern California. Posted on metro.net under HEADLINES.

1. DEADLINE: Four weeks prior to distribution/posting.
2. **Estimated promotional value $5,000 monthly.**

2. LA County Informational & Promotional Channels:

DESCRIPTION:
Starting in November 2012 Metro will be partnering with LA County to promote Metro's cross promotional partners to all 100,000 LA County employee, though various LA County communication channels; which includes but is not limited to the following communications and promotional outlets:

A. Included on LA County Home Page posting with rotating banner ad linked to Metro Destination Discount page
B. Destination Discount flyers posted next to elevators in Hall of Administration for employees & public.
C. Cross promotional partners posted on Intranet & Internal Departmental websites through monthly discount flyers
D. monthly flyers
E. Partners discount E-blasted directly to all 100,000 employees
F. Destination Discount flyers (to all County work site locations by department and located in community reception areas).
G. Destination Discounts promoted through LA County newsletters (e-County Digest, Workplace Connections, and Departmental Newsletters).
H. Destination Discount flyers sent to 127 Employee Transportation coordinators throughout LA County (each coordinator is responsible for 800 + employees per work site)
I. Promotional Partners included on LA County social media sites (Facebook & Twitter)
J. Metro Insider brochures distributed to LA County Commuter Center for public distribution and also e-blasted to various departments.
K. Some promotional partners may qualify to be included on County Cable Channel with PSA if trade promotion is over $100,000.

Estimated promotional value is approximately $45,000

* Metro's daily system wide ridership is 1.2 million boarding's per day for both Metro bus and rail.

2. COMPANY PROMOTIONAL ELEMENTS

In consideration for the Metro Promotional Elements, the Company shall provide Metro with the following promotional elements (the "Company Promotional Elements"): At a minimum the promotional partner must provide the first two promotional elements to be considered for a cross promotional partnership (which is in lieu of any fees charged by Metro).

1. *The Company must provide Metro's logo, copy and link to Metro trip planner on the promotional party's webpage under parking and/or directions.*
2. *The promotional partners will be required to provide either a Metro Destination Discount or added value opportunity for Metro riders and LA County Employees who provide a valid TAP card, or any valid LA County or Metro Employee photo ID card.*
3. *Promotional partners will need to provide the number of redemptions which they received at the end of their event, or if an ongoing partner, to Metro on a quarterly basis.*

Promotional Partner Must List Promotional Trade Elements Below Provided to Metro (which includes all of the required elements required by Metro)

1. **Name Association: The Farmers' Market will be named 'The Blue Line Market' in association with Metro's Blue Line Compton stop**
2. **Up to two (2) promotional booths at 'The Blue Line Farmers' Market" promoting any of Metro's upcoming events and/or information about services**
3. **Opportunity to Metro employees to be 'volunteers' with the Market as hosts welcoming riders a friendly face on and off as a part of a destination point.**
4. **Logo placement on all collateral created in association with Market**
5. **Trip Planner information (provided by Metro) to be placed at all City of Compton Council meetings**
6. **Metro Logo and Trip Planner information to be placed on the City of Compton public access channel(s)-updated as information is received.**
7. **Opportunity for Metro to offer City employees discounts on ridership on any of Metro Services (approximately 400 total employees)**
8. **Opportunity for Metro to promote to City of Compton employees any promotional discounts/incentives offered by other Metro Partners**

3. VALUATION OF PROMOTIONAL SERVICES.

The total trade value for the Metro Services described in Paragraph 1 & 2 above has a promotional value of over **$100,000** in promotional trade.

4. USE OF METRO LOGO.

a. The Company must provide an opportunity for prior review and written comment by the Chief Communications Officer of Metro or its designee before any Company Promotional Element using the Metro Logo can be produced. If the Company does not receive a response from Metro Communications within seven (7) working days from the day of receipt by Metro Communications staff, the Company may proceed with producing the Company Promotional Element as proposed.

b. The Company shall notify the Metro Chief Communications Officer or its designee of all press events related to a Company Promotional Element in such a manner that allows Metro to participate in such events, at Metro's sole discretion.

c. The Metro logo is a trademarked item that shall be reproduced and displayed in accordance with specific graphic guidelines available from the Metro Communications Division.

d. The Company shall ensure that any subcontractor, including, without limitation, public relations, public affairs, and/or marketing firms hired to produce Company Promotional Elements will comply with the requirements contained in this Paragraph 4.

5. TERM.

The term of this Agreement shall begin on and shall terminate on unless this Agreement is terminated earlier by either party on thirty (30) days prior written notice.

6. TERMINATION

Either party may, by written notice to the other party, terminate this Agreement in whole or in part at any time. Upon receipt of such notice, the parties shall immediately terminate all Promotional Elements.

#18.

7. MISCELLANEOUS

a. Any amendment to this Agreement must be in writing and signed by both the Company and Metro.

b. In performing its duties under this Agreement, the Company and Metro will be acting as independent contractors and not as agents or employees of the other party. Each party will have no authority to contract in the name of the other party and each party will be responsible for its own acts and those of its agents and employees. This Agreement is not intended to be construed as a partnership agreement creating a separate and distinct partnership entity.

c. Each party (the "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party and its officers, agents and employees from all liability, damages and expenses resulting from the Indemnifying Party's acts or omissions of its services provided herein and that of the Indemnifying Party's agents, employees or subcontractors in the creation, production, and use of the Indemnifying Party's Promotional Elements and performance of its duties under this Agreement.

d. In connection with the performance of its duties under this Agreement, each party agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws.

e. Notices shall be in writing and may be personally delivered or given by United States mail or by Federal Express or other overnight air courier, and in either case, postage prepaid and addressed as follows, unless a different address is provided:

Metro: Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza, 99-19-3
Los Angeles, California 90012
Attn: Fran Curbello

City of Compton-Office of the City Manager
205 S. Willowbrook Ave
Compton, CA 90220
Attn: Neil C. Holmes

f. Neither party will assign or subcontract any part of this Agreement without the prior written consent of the other party, and any attempt to do so will be void and unenforceable.

g. This Agreement constitutes the entire understanding between the parties with respect to the subject matter herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the dates indicated below:

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

By: Metro _____ Date: _____
Name: _____
Title: _____

CITY OF COMPTON OFFICE OF THE CITY MANAGER

By: _____ Date: _____
Name: _____
Title: _____

Exhibit A-Scope of Service
Blue Line Farmers' Market

Blessed Without Limits, Inc-acting by and through its Executive Board and Board of Directors, will, in a manner commensurate with available funding perform the following functions during the contract period of September 3, 2013 thru August 30, 2014.

1. Determine the eligibility of those wanting to sell at the market based on the rules established by market's governing body (i.e. Board of Advisors, and City of Compton Administrator). Actively recruit new producers to expand the variety or products for sale.
2. Collect rental fees from vendors and maintain accurate records of payment. Market Manager will collect fees of $25 per week or 10% net gross revenue (whichever is greater).
3. Assign selling spaces if vendor has pulled out of market.
4. Keep up-to-date and knowledgeable of supply and demand conditions and their direct effect on produce prices.
5. Ensure that all applicable licenses, permits, and insurances are filed with relevant agencies. Insist that all sellers use approved scales and obtain state or local permits as needed for the sale of certain products (i.e. eggs, meat, dairy, nursery products, etc.). Be knowledgeable about exactly where to refer a vendor in need of permits or registrations.
6. Advertise and promote (in partnership with the City) the Market. This may include creating a 'Buy Local and Fresh' campaign, promoting special events, banner placement, signage, etc.
7. Stress the sale of high quality produce. Monitor each farmers' products and encourage each to market only high quality goods not excess or leftovers.
8. Assure the market is operated in a timely and efficient manner, and that sales occur only within the specific market hours. Establish and enforce regular hours of operation.
9. Settle or prevent disputes among the farmers', as well as, disagreements arising between shoppers and farmers over prices or correct weights of produce. Be friendly, courteous, and consistent in all dealings with both farmers and consumers.
10. Keep the Board of Advisors and City Administrator advised of the market's conditions by providing them with relevant data on gross vendor sales, market income, and feedback from customers and vendor surveys. Work with committees to review, update, or create any updates on market rules, strategies for future growth, and partnerships with other organizations.

Exhibit A-Scope of Service
Blue Line Farmers' Market (continued)

11. Have clear emergency procedures in place for accidents, medical emergencies, safety or crime issues, severe weather, or natural disasters. Establish a chain of command and a phone tree in case communication is compromised by power outages or evacuations. Have quick access to a first aid kit, City Fire/EMT direct contact, and a fire extinguisher. Knowledge of first aid and CPR is beneficial.
12. Continually evaluate the markets strengths and weaknesses. Conduct customer surveys, track overall sales, and monitor for potential improvements in daily logistics, outreach efforts, and product selection.

September 3, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON LEVYING A MUNICIPAL TAX RATE FOR THE FISCAL YEAR 2013-2014**

SUMMARY

The purpose of this ordinance is to authorize the levy of the assessed valuation municipal tax rate for fiscal year 2013-2014.

BACKGROUND

The City has levied municipal tax (parcel tax) for several years in line with Section 1402, 1600 and 1601 of the City Charter to pay for the City's obligations under the employees' retirement plan managed by the California Public Employees' Retirement System (CalPERS). The municipal tax is normally collected by the Los Angeles County, Auditor-Controller on behalf of the City. The Los Angeles County, Auditor-Controller has based assessed values at market values and, it is necessary to set the municipal tax at a rate based on market value. The municipal tax rate has remained unchanged over the years and the current rate is the same as the prior years' rate.

STATEMENT OF ISSUE

Due to the fact that the municipal tax rate remained the same as contained in the City ordinance dated September 6, 2005, the City has each year merely provided the 2005 ordinance and a letter certifying the municipal rate to the Los Angeles County, Auditor-Controller. However, the Los Angeles County changed its procedures during the current fiscal year and has requested that the municipal tax ordinance be passed every year despite that the rate did not change. To comply with the request of the Los Angeles County, Auditor-Controller, staff requires the Council to renew the ordinance.

FISCAL IMPACT

The passing of the ordinance will ensure that the City's retirement fund continues to receive the municipal parcel tax revenues in line with the requirements of the City Charter for the purpose stipulated by the Charter.

#19.

ALTERNATIVE

The City's General Fund will have to pay the cost of the retirement obligations resulting in severe financial consequences to other City programs and services.

RECOMMENDATION

It is hereby recommended that the City Council approve the attached ordinance.

G,HAROLD DUFFEY
CITY MANGER

ORDINANCE NO._____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON LEVYING A MUNICIPAL TAX RATE FOR THE FISCAL YEAR 2013-2014

WHEREAS, the City has levied municipal tax (parcel tax) for several years in line with Section 1402, 1600 and 1601 of the City Charter to pay for the City's obligations under the employees' retirement plan managed by the California Public Employees' Retirement System (CalPERS); and

WHEREAS, the municipal tax is normally collected by the Los Angeles County, Auditor-Controller on behalf of the City; and

WHEREAS, the Los Angeles County, Auditor-Controller has based assessed values at market values and, it is necessary to set the municipal tax at a rate based on market value; and

WHEREAS, tt is required that the City certify the municipal tax rate every year.

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

Section 1. That there is hereby levied a municipal tax upon the equalized assessment of the taxable property in the City of Compton at a market valuation of following rates:

Taxation District #1……..…….$0.451632

(Old City of Compton, Annexations 1 to 3 inc; 5 to 10 inc; 13 to 32 inc; 106, 107, 111 to 122 inc; 125 to 133 inc; 136 to 139 inc; 141 to 143 inc; 145, 147, 149, 151, 152, 153A, 155, 158, 159, 160, 161, 163, 164, 168, 172A, 173B)

Rosecrans Redevelopment Project …… ……$0.451632

Walnut Industrial Redevelopment Project…….....$0.451632

Section 2. That said rate is made up as follows:

Employee Retirement (Debt Service)……$0.451632

Section 3. That the City Clerk shall certify to the passage of this Ordinance by the City Council, to its attest action by the City Clerk, and shall cause this Ordinance to be published as required by law.

Section 4. That the Mayor shall sign and the City Clerk is authorized to execute this Ordinance on behalf of the City Council of the City of Compton.

Ordinance No: _____

ADOPTED this _____ day of _____, 2013

_____
MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

By: _____
CHIEF DEPUTY

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 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 this _____ day of _____,2013

That said Ordinance is adopted by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
CITY CLERK OF THE CITY OF COMPTON

By: _____
CHIEF DEPUTY

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND PROVIDE FINANCIAL SUPPORT TO THE COMPTON CHAMBER OF COMMERCE FOR FISCAL YEAR 2013-2014**

SUMMARY

The City Council will consider a resolution authorizing the City Manager to enter into an agreement and provide financial support to the Compton Chamber of Commerce for Fiscal Year 2013-2014.

BACKGROUND

The Compton Chamber of Commerce, is a private business organization with non profit 501(c)(6) status dedicated to improving the economic environment of the City of Compton. Through the dissemination of business information and sponsorship of events, the Compton Chamber has collaborated with the City of Compton in fostering commercial and industrial development growth in the City.

In support of the Chamber's efforts, the City has historically entered into a memorandum of understanding with the Chamber and provided a monthly stipend for the promotion of City economic incentive programs, which was viewed as an investment in business development for the City of Compton. There are currently 6,425 businesses registered to do business in Compton. As of June 2013, the existing membership of Chamber consisted of approximately 150 members.

STATEMENT OF THE ISSUE

Due to economic conditions, the Council did not approve the Compton Chamber of Commerce's request for funding in Fiscal Year 2012-2013; therefore, a memorandum of understanding was also not completed. However, during the Fiscal Year 2013-2014 budget development process Council directed staff to allocate funding in this year's budget for future consideration of providing financial support to the Compton Chamber.

In previous years the Compton Chamber received funding from the City in the amount of $48,000 annually, in the form of a $4,000 monthly stipend. In April 2013 the Chamber submitted a request for $54,000 in financial support for Fiscal Year 2013-2014 (Attachment A). However, after additional discussions with staff, the Chamber reduced the request to $48,000 in line with prior year funding levels. The Scope of Services (Exhibit A) attachment outlines the key deliverables that the Compton Chamber will provide under the agreement.

FISCAL IMPACT

Funding for the Compton Chamber of Commerce was allocated in the Fiscal Year 2013-2014 budget. The $48,000 annual cost will be a General Fund expenditure in Account 1001-000-510-4262. It should be noted that the City and the Chamber have not resolved a dispute over City expenses incurred from the 2012 Christmas Parade.

ALTERNATIVES

An alternative is to take no action at this time or direct staff to modify the agreement and/or level of financial support.

RECOMMENDATION

Staff recommends the adoption of the attached resolution.

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND PROVIDE FINANCIAL SUPPORT TO THE COMPTON CHAMBER OF COMMERCE FOR FISCAL YEAR 2013-2014

WHEREAS, the Mayor and City Council of the City of Compton are authorized by the laws of the State of California to appropriate and expend funds for the promotion of the intent and goodwill of the City of Compton; and

WHEREAS, the City desires to partner with the Compton Chamber of Commerce as a commercial and industrial information center, to disseminate information relating to these advantages and provide assistance to established commercial and industrial enterprises as to their growth and expansion plans; and

WHEREAS, the commercial and industrial expansion of Compton may benefit the residents and taxpayers of the City by generating additional revenues for the City and by providing commercial and industrial growth; and

WHEREAS, the promotion of industrial and commercial growth may generate new jobs for Compton residents; and

WHEREAS, the Compton Chamber of Commerce agrees to partner with the City to foster commercial and industrial growth and disseminate information, solicit commercial and industrial prospects, service both established and prospective commercial and industrial enterprises and sponsor special events that promote the commercial areas of the City.

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

SECTION 1. That the City Manager , upon the advice of the City Attorney is hereby authorized to enter into a Memorandum of Agreement with the Compton Chamber of Commerce for the term of July 1, 2013 to June 30, 2014.

SECTION 2. That the City of Compton shall pay the Compton Chamber of Commerce the sum of Forty Eight Thousand Dollars ($48,000.00) to be paid in monthly installments of $4,000.00 during the term of the Memorandum of Agreement.

SECTION 3. That funds for payment are allocated in Account No. 1001-510-000-4262.

SECTION 4. That copies of this Resolution shall be filed with the offices of the City Clerk, City Manager, City Attorney, City Controller and the Compton Chamber of Commerce.

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

ADOPTED this ____ day of _____, 2013.

_____

MAYOR OF THE CITY OF COMPTON

ATTEST:

_____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2013.

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

AYES: COUNCIL MEMBERS–
NOES: COUNCIL MEMBERS–
ABSENT: COUNCIL MEMBERS–
ABSTAINS: COUNCIL MEMBERS–

_____
CITY CLERK OF THE CITY OF COMPTON

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF COMPTON
AND
COMPTON CHAMBER OF COMMERCE

This **AGREEMENT** is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220, and **COMPTON CHAMBER OF COMMERCE,** (hereinafter referred to as **"CHAMBER"**) located at 700 North Bullis Road, Room 10A, Compton, California 90221.

RECITALS:

WHEREAS, the **CITY** desires to collaborate with the **CHAMBER** in disseminating information regarding locational advantages of the City of Compton and in providing assistance to established commercial and industrial enterprises in their growth and expansion plans; and

WHEREAS, the commercial and industrial expansion of Compton will benefit the residents and taxpayers of the **CITY** by generating additional revenues for the **CITY**, and by providing commercial and industrial centers conveniently located for Compton residents, employees and consumers; and

WHEREAS, the promotion of industrial and commercial growth will generate new jobs for Compton residents; and

WHEREAS, the **CHAMBER** has collaborated with the **CITY** to foster commercial and industrial growth and disseminate information, solicit commercial and industrial prospects, service both established and prospective commercial and industrial enterprises, and sponsor special events that promote the commercial areas of the City; and

WHEREAS, by Resolution No. _____ adopted on the __ day of _____, 2013, the City Council gave approval to enter into an Memorandum of Agreement with the **CHAMBER**; and

WHEREAS, CHAMBER warrants that it is trained, experienced, competent, and has the resources to provide such services which will be required by this Agreement.

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

DRAFT

AGREEMENT:

1. SERVICES TO BE RENDERED BY CHAMBERS

It is the mutual understanding of the parties that the **CHAMBER** shall perform those services as described in the **CHAMBERS "Scope of Services"** attached hereto and incorporated hereby.

It is understood and agreed that **CHAMBER's** has the professional skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement and that **CITY** relies upon the professional skills of **CHAMBER** to do and perform **CHAMBER's** work in a skillful and professional manner.

CHAMBER agree to perform all the said services and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the **CITY.**

CHAMBER services hereunder shall be performed in good, workmanlike and professional manner. **CHAMBER** shall be responsible for correcting and completing all errors and omissions related to the services provided by the **CHAMBER** 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 **CHAMBER** to meet the standards of its profession as set forth in the preceding paragraph.

2. DURATION OF AGREEMENT

This effective date of this Agreement is July 1, 2013 and it shall continue in effect until June 30, 2014, unless this Agreement is terminated as provided herein.

3. ASSIGNMENT OF PERSONNEL

CHAMBER has, or will secure, all personnel required to perform the services under this Agreement. The **CITY** and **CHAMBER** agree such personnel are employees, agents and volunteers only of **CHAMBER** and shall not be considered to be employees of the **CITY** in any way whatsoever.

Lestean M. Johnson, or her successor in office, President of **CHAMBERS**, shall be primarily responsible for representing the **CHAMBER** in performance of this Memorandum of Agreement.

4. STIPEND

For services performed pursuant to this Agreement, **CITY** and **CHAMBER** agree that the **CITY** shall pay, and **CHAMBER** agrees to accept a stipend of monthly installments of up to **Four Thousand Dollars ($4,000.00)** for the period of July 1, 2013 through June 30, 2014. The total stipend paid the **CHAMBER** includes compensation for all services, including travel, materials, supplies, vendor services and expenses incurred in the performance of the services agreed to by the parties hereto. No additional

compensation will be paid to the **CHAMBER**, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the **CHAMBER** and the **CITY**. Adjustment in the total compensation will not be effective until authorized and approved by the **CITY.**

CHAMBER shall be paid the stipend on a monthly basis upon receipt by the **CITY** of itemized invoices for services completed and monthly reports of all services performed during the preceding month. Invoices and reports shall be submitted no later than 45 calendar days after the performance of services for which the **CHAMBER** is billing. Invoices and reports shall be mailed or delivered to the City Manager at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.** Payment to **CHAMBER** for services performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by **CHAMBER**.

In the event of termination, the **CHAMBER** shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, including any noncancellable obligations incurred prior to termination; provided, however, that the **CITY** may condition payment of such compensation upon the **CHAMBER'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") prepared, developed or discovered by or provided to **CHAMBER** 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 **CHAMBER** in the documents are hereby assigned to the **CITY. CHAMBER** 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

CHAMBER, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Chamber"), is a wholly independent entity 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 **CHAMBER**, except as expressly set forth in this Agreement. **CHAMBER** expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that **CHAMBER** shall not at any time or in any manner, represent that **CHAMBER** is in any manner officers, employees, agents or volunteers of the **CITY**. **CHAMBER** shall obtain no rights to retirement, health care or any other benefit that accrue to **CITY** officials, officers, or employees. **CHAMBER** expressly waives any claim to such rights.

7. SUCCESSORS, ASSIGNMENT AND DELEGATION

The **CITY** and the **CHAMBER** each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

The expertise and experience of **CHAMBER** are material considerations for this Agreement. **CHAMBER** shall not assign or transfer any interest in this Agreement or the performance of any of **CHAMBER's** obligations under this Agreement without the prior written consent of the **CITY**. Any attempted assignment or transfer of any of **CHAMBER'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 **CHAMBER** 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, or handicap in accordance with requirements of City, State or Federal laws and regulations. The **CHAMBER** 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, or handicap 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 **CHAMBER** agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In the event of the **CHAMBER's** non-compliance with the non-discrimination clause of this Agreement, notwithstanding any other provision of this Agreement, the **CITY** may immediately cancel, terminate or suspend this Agreement in whole or in part.

9. INDEMNIFICATION

CHAMBER shall indemnify and save harmless the **CITY**, its officials, officers, employees, agents and volunteers (collectively hereafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the **CITY** and shall defend, indemnify and save the **CITY** from any and all liability and expense, including defense costs, legal fees, fines, penalties, expenses, 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 the negligent, reckless, wrongful or intentional acts or omissions of **CHAMBER**, its employees, subconsultants and agents in the performance of the duties undertaken by **CHAMBER** 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

Without limiting the **CHAMBER's** indemnification of the **CITY, CHAMBER** 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 **CHAMBER'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 **CHAMBER** to procure or maintain insurance shall constitute a material breach upon which the **CITY** may immediately terminate this Agreement.

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

a. General Liability: **CHAMBER** 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, 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: **CHAMBER** 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 **CHAMBER** and all risks to such persons under the Agreement.

c. 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 **CHAMBER**.

(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.

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

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

11. PERMITS AND LICENSES

CHAMBER, 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 **CHAMBER**.

Upon execution of this Agreement the **CHAMBER** shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

12. WARRANTIES

CHAMBER warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the **CHAMBER**, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the **CHAMBER**, any fee, commission, percentage, brokerage fee, gift, or contingent fee.

Each of the undersigned signatories for the parties hereby warrant and guarantee that each of them, jointly and severally, have the power and authority to execute this Agreement upon the terms and conditions stated herein and each agrees to indemnity and hold harmless the other from all damages, costs and expenses which result from a breach of this material representation.

13. CHAMBER's RESPONSIBILITIES

a. All work required under this Agreement as reflected in **CHAMBERS "Exhibit A - Scope of Services"** incorporated herein will be performed by **CHAMBER**, or under **CHAMBER's** direct supervision, and all personnel shall possess the qualifications, permits and licenses required by state and local law to perform such services.

b. **CHAMBER** shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement and compliance with performance standards established by **CITY**.

c. **CHAMBER** shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance and social security.

d. **CHAMBER** shall indemnify and hold harmless the **CITY** from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of **CHAMBER's** personnel practices.

e. By accepting the terms of this Agreement, **CHAMBER** and the **CITY** agrees to operate in a manner that demonstrates a collaborative relationship. In the event the **CHAMBER** defames the **CITY** or its officials, either in print or verbally, grounds for immediate termination shall exist.

14. COMPLIANCE WITH LAW

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

15. MATERIALS PROVIDED

a. **CITY** shall provide to **CHAMBER**, demographic data and maps now in their possession, and other information to facilitate the efficient performance of this Agreement, free of charge, without restriction or limitation on their use.

b. All data, including reports, records, maps and other information prepared or obtained by **CHAMBER** in the course of performing the work required by this Agreement shall, upon request, be made available to **CITY** free of charge, without restriction or limitation on their use.

16. CHAMBER's BOOKS AND RECORDS

CHAMBER 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.

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

17. EXAMINATION AND AUDIT

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

18. DEFAULT AND TERMINATION

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

a. Either party may terminate this Agreement at any time by giving ten (10) days written notice of termination to other party. If the **CITY** gives such notice of termination, **CHAMBER** shall cease immediately all work in progress, unless otherwise directed by the **CITY**.

b. If **CHAMBER** fails to perform or breaches any material obligation under this Agreement, after giving written notice of default and four (4) days to correct the same, then, in addition to any other remedies, the **CITY** may terminate this Agreement immediately without further notice.

c. The **CITY** may terminate this Agreement immediately upon written notice if **CHAMBER** 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 party**, CHAMBER** shall furnish to the **CITY** a final invoice for services performed. **CHAMBER** shall deliver to the **CITY** all property of the **CITY** in **CHAMBER's** possession and copies of all reports, documents and other work prepared by **CHAMBER** pursuant to this Agreement.

19. 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.

20. AMENDMENTS

This Agreement may be modified or amended only by a written document executed by both **CHAMBER** 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. 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 reminder 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

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 fifth 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 CHAMBER:

COMPTON CHAMBER OF COMMERCE
700 North Bullis Road, Suite 10A
Compton, California 90221
Attn: President/Director
( )
( ) - fax.

TO CITY:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager
(310) 605-5585
(310) 761-1429 - fax.

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

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

COMPTON CHAMBER OF COMMERCE

Dated: _____ **By _____**
Lestean M. Johnson, President

CITY OF COMPTON
Approved by:

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

Approved as to form:

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

ATTEST:

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

Exhibit A-Scope of Service

Compton Chamber-acting by and through its Executive Board and Board of Directors, will, in a manner commensurate with available funding perform the following functions during the contract period of July 1, 2013 thru June 30, 2014.

1. Maintain an office within the City of Compton-which is accessible to the public and fully equipped for the purpose of disseminating information, answering correspondences, and inquiries regarding the City of Compton.
2. Assist the City of Compton in conducting surveys and other primary research on the Compton market. Surveys include (but are not limited to):
    a. Commercial insurance needs
    b. Need for new products and services
    c. Determination of the quality of customer service that they are receiving from Compton businesses
    d. Introduction of new businesses into the City of Compton
3. Serve as an information bureau for the benefit of the local public; collecting and maintaining data and statistics of general interests. Retrieve and collect information on commercial, industrial, residential advantages and opportunities that will benefit the City and local residents and taxpayers.
4. The Chamber will host a minimum of FOUR (4) business workshop seminars per year in association with the Office of the City Manager. Events will be mutually discussed and agreed upon.
5. The Chamber will host a minimum of one (1) corporate mixer per month in efforts of rebranding the Chamber with the City. Events will be mutually discussed and agreed upon.
6. The Chamber will support the Office of the City Manager with any business retention and/or outreach activities. This will not be replaced with any pre-developed business workshops and/or corporate events associated with the Chamber.
7. The Chamber will include all attendance statistics and the credentials of individuals who facilitated, designed and/or led any planned business workshop or major corporate event.
8. The Chamber will provide a copy of its Bylaws to the Office of the City Manager.
9. Upon request of the City, publicize any sponsored activities and events.
10. Assist the City with any coordination and/or function associate with City sponsored event.
11. Chamber will agree to advertise and promote the commercial and industrial expansion/development of the City of Compton and to cooperate with all agencies and

individuals; whether governmental or private in achieving such expansion and development. In this regard, the Chamber shall do the following:

a. Collaborate with the City of Compton to obtain appropriate information and services regarding prospective businesses
b. The Chamber shall help the City of Compton compile and maintain pertinent information on community characteristics as may be of value and interest for the location of new businesses and shall disseminate such information through appropriate organizations and agencies. This shall include, but not be limited to, demographics, lease rates, city history, community maps, and City resources.
c. The Chamber shall encourage residents and businesses with a 'Shop Compton' campaign to purchase goods and services within the City of Compton in associate with the Office of the City Manager. Promotional activities may include, but not be limited to the following:
    i. Mixers
    ii. Business referrals
    iii. Business directory
    iv. City Maps
    v. Ribbon cuttings
    vi. Business profiles
d. Direct inquiries relating to potential commercial or industrial locations or development within the City to the Office of the City Manager.
e. Work closely in conjunction with the Office of the City Manager in providing services and/or obtaining information from the business community.

12. The Chamber will agree to provide the City with monthly progress reports indicating the status of its community promotions and the activities describe in the Scope of Work section of this attachment. Monthly progress reports are due to the City no later than the 1st of every month with a four (4) day grace period. All reports are submitted to the Office of the City Manager for distribution to appropriate City Officials and personnel.
13. The Chamber shall describe in the report activities undertaken and accomplished of each task during the reporting period. This will include, but not be limited to, milestones achieved and/or any challenges plus resolutions in the performance of the work activities. The description of the activities and accomplishments of each activity shall be in sufficient detail to provide a basis of adequate payment of invoices. The City of Compton may require the Chamber to report activities and tasks as a 'percentage' of completion.
14. The Chamber will attend on a bi-weekly/monthly basis in any orientation of the Office of the City Manager programs and/or business seminars.

15. The Chamber will provide the City with a copy of its annual independent fiscal audit and compliance review.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Management**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND PROVIDE FINANCIAL SUPPORT TO THE COMPTON CHAMBER OF COMMERCE FOR FISCAL YEAR 2013-2014**

Terrance C. Davis	**8/20/2013 3:41:18 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

<LegalName>	**<LegalDate>**
CITY ATTORNEY	DATE
<ControllerName>	**<ControllerDate>**
CITY CONTROLLER	DATE
Terrance C. Davis	**8/26/2013 3:48:47 PM**
CITY MANAGER	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.