

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, September 24, 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 (Item #14)

OPENING

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. SEPTEMBER 10, 2013

REPORTS OF OFFICERS AND COMMISSIONS

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES

CITY MANAGER'S REPORT

2. REQUEST TO SCHEDULE A PUBLIC HEARING TO FIND THAT THE CITY OF COMPTON BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPT THE CONGESTION MANAGEMENT LOCAL DEVELOPMENT REPORT IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089 (**October 15, 2013 at 6:00 p.m.**)

CITY ATTORNEY'S REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER TO PIXELPUSHERS, INC. DBA CIVICA SOFTWARE FOR WEBSITE DESIGN SERVICES
4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT, AND ISSUE A PURCHASE ORDER TO CLEANSTREET SWEEPING SERVICES FOR FULL-TIME CITYWIDE STREET SWEEPING SERVICES
5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENT WITH MDG ASSOCIATES FOR HUD PROGRAMS-RELATED CONSULTING SERVICES
6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW VARIOUS LEGAL SERVICES RETAINER AGREEMENTS TO PROVIDE SPECIALIZED LEGAL EXPERTISE TO THE CITY OF COMPTON DURING FISCAL YEAR 2013-2014
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH IMAGE MANAGEMENT SYSTEMS, INC. FOR THE PROVISION OF DOCUMENT DATABASE SOFTWARE, DOCUMENT SCANNING AND WAREHOUSING SERVICES FOR THE CONTROLLER'S OFFICE AND THE BUILDING AND SAFETY DEPARTMENT
8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE CITY OF COMPTON MUNICIPAL WATER DEPARTMENT

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO SPRINGBROOK SOFTWARE COMPANY FOR PROVIDING ANNUAL MAINTENANCE AND CUSTOM UPGRADES TO THE UTILITY BILLING SOFTWARE IN THE MUNICIPAL UTILITIES WATER DIVISION
10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO IMPLEMENT WATER RATES AND CHARGES FROM TIME TO TIME WHICH MAY BE LESS THAN THOSE PRESCRIBED BY ORDINANCE NO. 2,182 AND ORDINANCE NO. 2,227
11. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 1-3 OF CHAPTER I OF THE COMPTON MUNICIPAL CODE TO DEFINE AND DESIGNATE THE CITY OF COMPTON'S LAW ENFORCEMENT AGENCY(S) AUTHORIZED TO ENFORCE APPLICABLE SECTIONS OF THE COMPTON MUNICIPAL CODE (FIRST READING)
12. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 7-7.2 OF CHAPTER VII OF THE COMPTON MUNICIPAL CODE (PUBLIC LODGINGS) (FIRST READING)
13. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ADDING SECTION 4-15 TO CHAPTER IV OF THE COMPTON MUNICIPAL CODE ESTABLISHING A "FIRST SOURCE HIRING PROGRAM" FOR CITY-WIDE INFRASTRUCTURE IMPROVEMENT PROJECTS (FIRST READING)
14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ADOPTION OF SUBSTANTIAL AMENDMENTS TO THE CITY OF COMPTON'S FISCAL YEARS 2011-2012, 2012-2013 AND 2013-2014 ANNUAL ACTION PLAN OF THE CONSOLIDATED PLANS BY REALLOCATING UNUSED CDBG FUNDS, ESG FUNDS AND UPDATED CITIZEN PARTICIPATION PLAN

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, October 01, 2013 @ 5:45 PM.

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SEPTEMBER 10, 2013

The City Council meeting was called to order at 7:12 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

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Dennis Lord, Chairman of the Los Angeles County Aviation Commission Compton Airport, cordially invited the citizens of Compton to attend the "3rd Annual EAA 96 Fly-In & Model Expo" to be held Saturday, September 14, 2013 at 9 a.m.

Joseph Lewis, Compton resident, petitioned the City Council to direct staff to repair the potholes in front of his home at 1909 West 138th Street. He also asked that staff assess the link on the City's website for efficiency.

Mayor Brown mentioned that she received at least forty phone calls from residents over the last two weeks complaining about not being able to contact staff.

Councilperson Zurita assured Mr. Lewis that 138th Street between Tajauta and Central Avenue is a high priority for the First District.

Latecia Hicks, Compton resident, petitioned the City Council to assist Hub City Dre with media connections.

Brandy Johnson, Compton resident and winner of the Miss Compton pageant, thanked everyone that helped make the Miss Compton pageant a success.

Lorraine Cervantes, Compton resident, inquired about why the County of Los Angeles is striping the City's streets on the weekends. She went on to state that Compton residents are not retarded and are aware of what happens during closed session.

Bob Adams, representative of AFSCME and Local 2325, petitioned the City Council to remand Item No. 5 and bring it back to the union to negotiate salary.

Benjamin Holifield, Compton resident, asked that the City address the streetlight outages near Pine and Tucker Street, and that the Christmas lights around the Palm trees be reactivated. He went on to ask that the gate adjoining the Gateway Towne Center and Crystal Park Casino & Hotel be opened to accommodate the disabled. He requested the status of the turning signal at Central and Compton Boulevard and questioned what was taking so long.

Lillie Dobson, Compton resident and former councilperson, announced the "10th Annual Homeless Veterans Stand-down" event to be held September 21-24, 2013 at Careerlink. Organizers expect to serve approximately 1,000 veterans with food, shelter, showers, entertainment, jobs, legal services, and medical services. To host a booth, vendors are asked to email Charlie Lonon at charlielonon@va.gov before September 15, 2013. No children under age 16 will be allowed. Checks should be made payable to the City of Compton and presented to the City Clerk's Office.

#1.

Joel Serrato, volunteer advisor for the Latino Chamber of Commerce, clarified a misstatement during the previous City Council meeting wherein it was indicated that the Latino Chamber of Commerce did not apply for funding. He commented that the president of the Latino Chamber Maria Villa Real submitted a request for funding to economic development staff. He also requested an opportunity to partner with the City to organize a Compton Business Roundtable.

Victor Hernandez, Compton business owner, complained that he was being harassed by a code enforcement official.

Joyce Kelly, Compton resident, inquired about the legislative authority of Item No. 7. She remarked that the citizens would classify any proposal that offers the city manager more money a misappropriation of public funds.

Michael Turner, Compton resident, questioned why his concern for one water meter being shared by several apartment units was never addressed.

Lynn Boone, Compton resident, affirmed that Item Ten is a four vote item and questioned how the newly elected councilpersons could participate in tonight's vote if they only submitted recommendations.

Floyd Smith, Compton resident and CEO of Midland Park Water Trust, asked if there was a connection between illegal dumping and the solvent found in the City of Compton's water source.

CONSENT AGENDA

On motion by Arceneaux, seconded by Zurita, 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

PUBLIC WORKS-ENGINEERING

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT \$59,122 FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) NATIONAL TRANSIT DATA (NTD) FUNDS, AMEND THE PUBLIC WORKS/MUNICIPAL UTILITIES BUDGET AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2010-2011(**Resolution #23,827**)
2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE CONSTRUCTION OF THE GONZALES PARK GRADING AND DRAINAGE IMPROVEMENT PROJECT (CIP# 07-03) PERFORMED BY SIALIC CONTRACTORS CORPORATION DBA SHAWNAN, SANCTION STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE, AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION (**Resolution #23,828**)

END CONSENT AGENDA

REGULAR AGENDA

CITY MANAGER'S REPORTS - There were no City Manager's Reports.

CITY ATTORNEY'S REPORTS - There were no City Attorney's Reports.

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE SALARY RANGE FOR THE POSITION OF CHIEF BUILDING OFFICIAL

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

Mayor Brown spoke in favor of the amendment and recommended that this item be brought back next week to allow for a discussion with the Coalition of Compton Unions.

Councilperson Zurita also asked that staff bring back a report from the Personnel Board regarding their recommendations.

Mayor Brown directed the city manager to bring back a report regarding the cost savings of having a qualified building official.

Councilperson Arceneaux withdrew her motion.

Councilperson Jones withdrew his motion.

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO VERACITY WIRELESS, INC. (DBA) FIELD TECHNOLOGIES FOR GPS ANNUAL MONITORING FEES FOR FISCAL YEAR 2013-2014

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

Councilperson Zurita requested that all vehicles be recalled and inventoried to ensure that they are all equipped with the GPS system.

City Manager Duffey stated that this proposal would ascertain that all vehicles have the system; in addition a new vehicle policy was recently issued which would allow for the resubmission of take home vehicles.

On motion by Zurita, seconded by Arceneaux, **Resolution # 23,829** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO VERACITY WIRELESS, INC. (DBA) FIELD TECHNOLOGIES FOR GPS ANNUAL MONITORING FEES 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

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON IN SUPPORT OF LOS ANGELES COUNTY'S REQUEST TO CONGRESS TO UPDATE THE FEDERAL VOTING RIGHTS ACT

City Attorney Cornwell summarized the staff report.

Mayor Brown notified the residents that all cities in the County of Los Angeles were requested to support this motion to ensure that everyone has a fair right to vote.

On motion by Arceneaux, seconded by Jones, **Resolution #23,830** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON IN SUPPORT OF LOS ANGELES COUNTY'S REQUEST TO CONGRESS TO UPDATE THE FEDERAL VOTING RIGHTS ACT**" was approved, by the following vote on roll call:

#1.

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO SUPPORT THE COUNTY OF LOS ANGELES' MOTION TO STATE LEGISLATORS TO STRENGTHEN PENALTIES FOR INDIVIDUALS CONVICTED OF SOLICITATION FOR PROSTITUTION AND FEDERAL SEX TRAFFICKING LAWS

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

City Attorney Cornwell reported that if a 'john' solicits a minor that crime will be a felony.

Mayor Brown also mentioned a proposal to increase the fine on 'johns' from \$1,000 to \$10,000.

On motion by Arceneaux, seconded by Zurita, **Resolution #23,831** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO SUPPORT THE COUNTY OF LOS ANGELES' MOTION TO STATE LEGISLATORS TO STRENGTHEN PENALTIES FOR INDIVIDUALS CONVICTED OF SOLICITATION FOR PROSTITUTION AND FEDERAL SEX TRAFFICKING LAWS**" 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

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TRANSFERRING FUNDS AND INCREASING THE MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT'S 2013/14 YEARS BUDGET AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF \$121,127.49 TO THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

It was moved by Arceneaux, seconded by Zurita.

City Manager Duffey summarized the staff report.

On motion by Arceneaux, seconded by Zurita, **Resolution #23,832** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TRANSFERRING FUNDS AND INCREASING THE MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT'S 2013/14 YEARS BUDGET AND AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER IN THE AMOUNT OF \$121,127.49 TO THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT**" 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

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

City Manager Duffey excused himself from the meeting and Assistant City Manager Terrance Davis replaced him in his absence.

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

Councilperson Zurita articulated her support for the work performed by City Manager Duffey in the past twelve months. However, she stated that after hearing the concerns of the unions and employees, she does not believe that it is fitting to address this issue at this time.

Mayor Brown cited her full support for Mr. Duffey and the work that he has done in the last year. However due to concerns from the Coalition of Compton Unions, she requested that this item be brought back next week after further discussions with the unions.

Councilperson Jones pronounced his support for the city manager's efforts to oversee and direct municipal services.

Councilperson Zurita asked if Mr. Duffey is the only city manager in the history of Compton to pay his own PERS.

Assistant City Manager Davis replied affirmatively and further noted that he also pay his own PERS.

Councilperson Galvan asked if Mr. Duffey received a raise in exchange for paying his own PERS.

City Attorney Cornwell replied that there is no regular salary range for a city manager, compensation is under the authority of the City Council and a compensation amount was reached. The City Attorney also mentioned that there were properly noticed closed sessions regarding the appointment of the city manager and although those conversations are confidential, everything was presented to the citizens in a contract and resolution and voted on by the City Council in open session.

Councilperson Arceneaux maintained that her primary concern is that accurate information is given to the citizens.

Councilperson Zurita withdrew her motion. Councilperson Arceneaux withdrew her motion.

City Manager Duffey resumed his seat.

APPROVAL OF WARRANTS

11. Warrant #217485 - 8/26/13 - 1st PMF Bancorp - Emergency Transportation & Basic Life Support - \$62,880.45 Requested by: Fire Department

Warrant #217616 - 9/5/13 - Mark Woods DBA Woods Consultants - Media Services - \$20,000.00 - Requested by: City Manager's Office

Total Amount - \$82,880.45

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

Councilperson Arceneaux asked if warrant no. 217485 pays for services already performed.

City Manager Duffey replied affirmatively.

On motion by Zurita, seconded by Arceneaux, 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 offered the following communications/announcements:

Requested additional information regarding the New Town Sheriff's program, the Williams Street Alley project and the traffic signal at Central and Compton Boulevard.

Recommended that staff begin working on the pool at Gonzales Park next week to ensure that it is ready next summer.

#1.

Mentioned the success of the Let's Move Compton Day at Gonzales Park and commended staff and the local businesses for their hard work and dedication to the Compton community.

Announced the official grand opening of the Blue Line Farmer's Market to be held Wednesday, September 11, 2013 at 3 p.m.

Notified the residents that the project located at 555 Compton Boulevard would be completed in two weeks.

Announced that 2nd Annual Compton Walk For A Cure event will be held Saturday, October 19, 2013. Registration starts at 7 a.m. and the walk begins at 8:30 a.m. on the corner of Wilmington and Greenleaf Boulevard. For more information call Kiera Jo at (310) 605-5510 or the Office of Assemblyman Hall at (310) 223-0766.

Councilperson Galvan offered the following communications/announcements:

Congratulated Councilperson Zurita on the success of the Let's Move Compton Day event.

Commended City staff on the success of the Blue Line Farmer's Market.

Thanked Tomas Carlos for his contributions to the backpack giveaway at Victory Outreach Church.

Requested resources for the upcoming Veterans Stand-down event.

Directed the city manager to review the policies regarding canopies on private property.

Assured the citizens that the main objective of this City Council is to do what is right for the entire Compton community.

Asked that all speakers refrain from using the term "retarded" in their comments due to its offensive nature.

Councilperson Arceneaux offered the following communications/announcements:

Directed the City Manager to explain why the City is striping streets beset with potholes.

City Manager Duffey stated that in response to receiving complaints about safety issues the City Manager's Office opted to utilize an existing contract with the County of Los Angeles to stripe the streets; it was cost effective and time effective.

Attended Reverend David Tate's 44th Church Anniversary at the Doubletree Hotel in Carson, and the soft opening of the Blue Line Farmer's Market.

Heal The Bay and Compton High School Recycling Club will be hosting a Coastal Clean-Up event to be held Saturday, September 21, 2013 behind the Crystal Park Hotel & Casino from 9 a.m. to 12 p.m.

Mount Hebron Missionary Baptist Church will be hosting a Breast Cancer Awareness event to be held Saturday, October 5, 2013 at 11 a.m.

Councilperson Jones offered the following communications/announcements:

Attended the funeral services of LeFrancis Arnold and offered his condolences to the family.

Meeting adjournments - LeFrancis Arnold.

Small Business Forum will be held Friday, September 27, 2013 in the Council Chambers of City Hall from 7 a.m. to 2 p.m. The following subject matters will be addressed: access to capital, how to navigate government regulations, and the Affordable Health Care Act (ObamaCare). To register contact the office of Councilperson Jones at (310) 605-5662.

Mayor Brown offered the following communications/announcements:

Thanked the residents for being dedicated and attending the City Council meetings.

We Run Compton Elevated Run Club will be hosting its year-round kick-off celebration in the City of Compton Saturday, September 14, 2013 on the steps of City Hall at 10 a.m. Free food, souvenirs, and entertainment will be provided. For more information email Mayor Brown at contactmayor@comptontcity.org or call (310) 605-5597.

Compton Community Clean-Up events will begin in the Fourth District.

Community Policing Taskforce meetings will be held Wednesday, September 25, 2013 in the community room at 10 a.m.

Coffee with the Mayor will be held Thursday, September 26, 2013 at the Rosecrans Crossings Starbucks located at 2251 E. Rosecrans Avenue from 12 p.m. to 2 p.m.

ADJOURNMENT

On motion by Zurita, seconded by Arceneaux, the meeting was adjourned at 9:19 p.m. in the memory of **LeFrancis Arnold**, 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

September 24, 2013

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: GLEN W.C. KAU, P.E., DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES

SUBJECT: REQUEST TO SCHEDULE A PUBLIC HEARING TO FIND THAT THE CITY OF COMPTON BE IN CONFORMANCE WITH THE CONGESTION MANAGEMENT PROGRAM (CMP) AND ADOPT THE CONGESTION MANAGEMENT LOCAL DEVELOPMENT REPORT IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 65089

SUMMARY

The City Council will consider a request to schedule a public hearing on **Tuesday, October 15, 2013 at 6:00 p.m.**, to adopt a resolution finding that the City of Compton be in conformance with the Congestion Management Program (CMP) and adopt the Congestion Management Local Development Report (LDR) in accordance with California Government Code Section 65089.

BACKGROUND

Every urbanized county in California is required to develop a Congestion Management Program (CMP) to integrate land use, transportation and air quality decision making at the local and county level.

Los Angeles County Metropolitan Authority requires that every City and the County prepare an annual Local Development Report (LDR) to meet the goal of tracking new building development activity.

The City of Compton is required to annually prepare a LDR that identifies changes in development in the City including new projects and demolitions and adopt a resolution that certifies that the City is in conformance with the Congestion Management Program.

STATEMENT OF ISSUE

Staff is therefore requesting City Council to conduct a public hearing to consider the finding that the City of Compton be in conformance with the Congestion Management Program (CMP) and adopt the Congestion Management Local Development Report in accordance with California Government Code Section 65089.

#2.

**Request to Schedule Public Hearing
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RECOMMENDATION

Staff recommends that the City Council schedule a public hearing on this matter for **Tuesday, October 15, 2013 at 6:00 p.m.**

**GLEN W.C. KAU, P.E.
DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES**

APPROVED FOR FORWARDING

**G. HAROLD DUFFEY
CITY MANAGER**

September 24, 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 AN AGREEMENT AND ISSUE A PURCHASE ORDER TO PIXELPUSHERS, INC. DBA CIVICA SOFTWARE FOR WEBSITE DESIGN SERVICES

SUMMARY

City Council adoption of the attached Resolution will authorize the City Manager to enter into an agreement and issue a purchase order to Pixelpushers, Inc. dba Civica Software for website redesign services for the City of Compton.

BACKGROUND

The City of Compton's current website went live in 2007 using website technologies and practices that were common for websites at that time. Since then, many technological changes have occurred and with these many changes, the look and feel of the current website is dated and in need of a redesign. Along with the needed change to the look and feel of the website, the navigational flow of information will also change, enabling the City to present information to the public in a new, updated format that accommodates the largest audience and range of web-enabled devices possible.

In addition to receiving a modern and updated design, a new Content Management System (CMS) will be implemented as part of the project in order to allow for streamlined updates to the website. Once the redesign has been completed, training will be provided to all departments, giving each department the ability to update and maintain their approved content in a timely manner. One of the advantages of the redesign will be the ability to provide the most up-to-date information to the public.

STATEMENT OF THE ISSUE

The City does not have available personnel specifically trained and experienced to perform the special services required for website design. The City wishes to redesign, develop, and implement a new website. The City desires to engage a Consultant to provide website redesign services. The Consultant will provide three unique design concepts, deploy the software, prepare site development

#3.

**Resolution Staff Report
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Pixelpushers, Inc. DBA Civica Software**

and construction, and provide training, support, and maintenance for one year. Pixelpushers, Inc. dba Civica Software has submitted a proposal to the City of Compton to perform these services. The City has determined that Civica Software's history, capabilities, and philosophies would best serve the City of Compton.

FISCAL IMPACT

A purchase order is required to Pixelpushers, Inc. dba Civica Software for website design services in the amount of Eighty Thousand Five Hundred Dollars \$80,500.00. An additional Ten Thousand Dollars \$10,000.00 is included as retention for possible additional work and/or modules that may be utilized to enhance the final product. A total of Ninety Thousand, Five Hundred Dollars \$90,500.00 is allocated in the City Manager's Department's Fiscal Year 2013-2014 Budget in Account Number 1001-510-000-4262.

RECOMMENDATION

Staff recommends the adoption of the attached resolution to design a website for the City of Compton.

**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 ISSUE A PURCHASE ORDER TO
PIXELPUSHERS, INC. DBA CIVICA SOFTWARE FOR WEBSITE
DESIGN SERVICES**

WHEREAS, the City wishes to redesign, develop, and implement a new website for the City of Compton; and

WHEREAS, the City does not have available personnel specifically trained and experienced to perform the special services required for website design; and

WHEREAS, in order to completely update the website, a new Content Management System (CMS) will be included as part of the project which allows for streamlined updates to the website; and

WHEREAS, each department will be trained to update and maintain their approved content; and

WHEREAS, funds are allocated in the City Manager's Department's Fiscal Year 2013-2014 Budget in Account Number 1001-510-000-4262.

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

SECTION 1. That the City Manager, on the advice of the City Attorney is authorized to enter into an agreement with Pixelpushers, Inc. dba Civica Software to provide website design services for the City.

SECTION 2. That a purchase order is authorized to be issued to Pixelpushers, Inc. dba Civica Software in the amount of Eighty Thousand Five Hundred Dollars \$80,500.00 for website services.

SECTION 3. That a contingency amount of Ten Thousand Dollars is hereby authorized.

SECTION 4. That funds are available in Account No. 1001-510-000-4262.

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 the Department of General Services.

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

Resolution No. _____
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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

Work plan

Typical deliverables and timeline

Milestone 1: Design kick-off meeting

Civica will host a design kick-off meeting with the City team to review and evaluate current design, view site examples, discuss current Civica technologies (User Portal, Social Media Integration, Modules, etc.), and introduce all tools used to make this project a success (Collab, Content and Branded Page Matrices for Content Migration, etc.). Based on our experience, we have developed a streamlined process that has proven to be invaluable in collecting data that will provide a solid basis for the development of the navigational structure and design of the new site.

Estimated Timeline: Completion 1 week from contract

Milestone 2: Concept and design new Web site

Civica does not use design templates, as we feel every public Agency deserves its very own look and feel. Upon completion of the design kick-off meeting and focus groups, our highly qualified design team will have everything needed to deliver 3 unique design concepts for discussion and review. Each design concept will provide alternative ways for homepage design, layout, information hierarchy and architecture.

From these unique concepts, Civica will produce a revised concept based on feedback received from the City design committee, combining all preferred features from each of the initial design directions. The “hybrid” composition will then be given up to 3 additional rounds of revisions until an approved homepage composition is delivered. From experience, this process has been proven successful in producing completely unique, captivating and powerful homepage designs for every Civica client.

All design work is done in-house by our experienced design team and each composition is a direct product of interactions between Civica and your design committee. Throughout each stage of the project process, your agency will be in direct personal communication with the Civica design team. We provide you every opportunity to offer comments and feedback on all revisions. Our goal is to deliver a Web page layout design you can be 100% proud to call *home*.

Estimated Timeline: Completion 5-8 weeks from contract

Milestone 3: Web site engineering and design integration

Once the homepage and secondary (internal) page designs have been approved by the City, Civica will host a development (test) version of what will become the new Compton Web site. Civica development engineers will integrate the approved designs with the new system. At this point, the new design will “come to life.”

City staff will have the ability to interact with the new site design and core features. Upon completion of this stage, you will have the current version of the Civica CMS. The new system will have modules, tools and features including:

- News and Announcements
- Agendas and Minutes
- FileBank (File Manager)
- Community Calendar
- Press Releases
- A-Z Index System
- Pet Adoption

- Events Calendar
- Phone Directory
- RFPs and Bids
- Job Postings
- Frequently Asked Questions
- Glossary
- Quicklinks Manager

#3.

Photo Manager / Slideshows
Interactive Maps
Training Calendar
User Administration System
Form Builder
Voting and Surveys

Contacts Manager
Advanced Media Manager
e-Notify / Email Manager
InfoGuide (Online Yellow Pages)
Job Classifications
Social Media Manager

Estimated Timeline: Completion 3-5 weeks from contract

Milestone 4: Information architecture and content migration services

Transfer and style all current Web content into new information architecture

Civica will utilize content either extracted from the existing site that has been pre-approved or new content submitted. Civica will build and complete the Web portal using this content. Civica will work with you to create the new and improved information architecture of the new Web portal. This may include a more effective top navigation and new or reorganized pages and content structure. Civica will also set up new CSS styles as part of the branding concept that will match the new design and help give every single page a fresh look. During this time, the development site is available for review on a 24/7 basis. As sections of the site are completed, you will be notified via Civica's internal project management system, and a request for sign-off will be posted.

Civica content migration services extend far beyond the simple transfer or relocation of content from a previous navigation structure into a new structure. Our content migration team is highly skilled and experienced at streamlining your Web portal for optimum content delivery and performance. Available content migration services include, but are not limited to:

- Giving existing content a modernized look, which complements the new portal design
- Clean up and removal of extraneous 'junk' code and formatting from previous years, which can slow down site performance
- Employing styled tables and a clear information architecture and content hierarchy
- Establish and implement unified styles and overall approach toward content design
- Using our knowledge and expertise of the Civica CMS to transform bland HTML pages into visually pleasing, easy to navigate and easy to maintain content.
- Utilizing CMS modules and tools for superb content performance, organization and delivery. Examples include creating dynamic Calendar, News, FileBank and Photobook pages.
- Review of content for grammatical and spelling errors
- Set up of CSS style sheets dropdowns and automatic content styling tools
- Optimization of graphics for Web delivery
- Set up Photo Books for display of City events
- Push the use of modules to handle content in appropriate and powerful ways
- Setup of Popular Links and Quick Links on homepage and secondary pages
- Organization of FileBank structure, files and naming conventions, including the creation of appropriate FileBank display pages
- Creation of News and Calendar targets for immediate access by you
- Broken and duplicate Link Check to remove redundant links, fix broken links and provide accuracy to all existing links

The Civica Content Migration team has one goal: relocate all content from the previous navigation structure to the new navigation structure, including the addition of any new content, as well as the restyling of all content to match the new portal design. Civica will host a content migration kick-off meeting to establish the direction of the improved information architecture. **If necessary, the Civica Content Migration team will touch every single page of content, and apply a new and modernized look.** Using Collab (Civica client extranet), phone calls and Web meetings, the Civica Content Migration team will implement a personal approach to content migration and relocation.

Throughout the entire development cycle, we maintain a system that replicates your final deployment environment. All functionality testing and development will take place on this system to ensure an accurate representation of the eventual Web portal.

Although testing occurs throughout the project, in this stage the site is scrutinized on multiple platform, browser, and bandwidth environments. The various systems planned for the site will be tested and all subsections will be refined and tested for proper linkages and content control. The ADA compliant version and “low graphics” version of the Web portal will be developed concurrently with the primary site.

Estimated Timeline: Completion 3-5 weeks from contract

Milestone 5: End-user training

Onsite content editor and system administrator training

Civica Software staff will provide 1 full day of end-user training for up to 20 users (2 sessions lasting 2.5 hours each). Each session will take basic content editors through the tools necessary to routinely maintain and update the content on the Web site and the procedures for creating and posting new content onto existing pages. These “content editor” training sessions will be conveniently held at your offices.

- Create and edit page content
- Best practices for importing and working offline
- Use of basic modules (News, Calendar, Filebank, etc.)

In addition Civica Software staff will provide one half day of in depth “system administrator” training for up to 10 selected users in the full use of the Civica administration system. Session topics will include:

- Set up all user rights and privileges
- Configure Workflow and approver level assignment
- Understand all Civica tools necessary to routinely maintain and redesign the Web site
- Update the content on the Web site, and create and post new content onto existing pages

This system administrator training session will run for approximately 3 hours. This training will be provided at your offices. Typically, there is also additional Web-based training for 1-2 key members during the content migration phase.

Estimated Timeline: Completion 2 weeks before completion of information architecture and content migration

Milestone 6: Quality assurance and technology transfer

Although the site will be continually tested during the entire duration of development, a final checking and testing will take place at this stage. Civica will either transfer the development site to Civica's hosting server or assist in the deployment of the new site on your servers, wherever they are located. If a beta (soft-launch) is desired, Civica will assist in appropriately configuring the current site so that the public may view the new site via a link from the current Web site, or alternatively link back to the previous site from the new redesign (if client hosts). A feedback form will be created so that residents can submit comments and suggestions.

At the point of soft or hard launch, the site will go-live. The City will take full control of the maintenance of all sections, including full access to the source code for the purpose of disaster recovery.

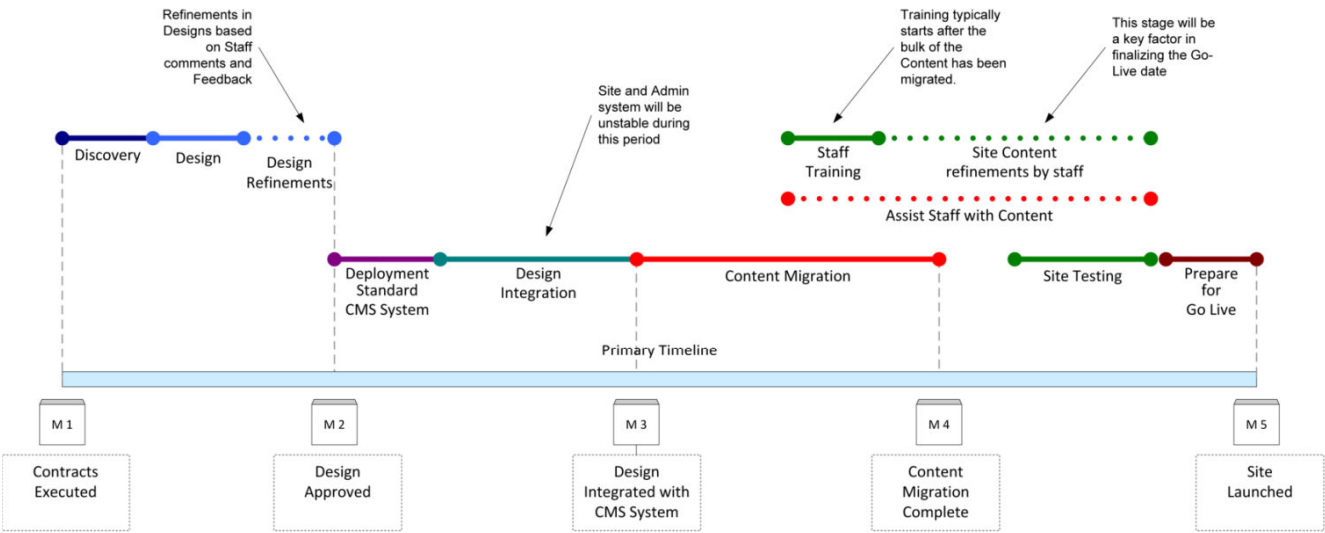
Typical Timeline: Completion 1-3 weeks from completion of end-user training

Overall project timeline: 13-22 weeks

A refined **Milestone and Deliverables Timeline and Schedule** which fits the requirements of the Client will be established at time of contract negotiation and execution.

Project Timeline

Standard Website Deployment Timeline / Diagram



NOTES:
1. The timeline is not to scale.
2. Dotted sections (● ●) will have the most impact on the overall schedule as they require staff input and cooperation to keep project moving forward.

Maintenance

Annual maintenance program covering Web site • First year following go-live date is included FREE of charge (billed annually thereafter at \$4,910 per year for Web site) • Covers all security and issue updates for the Core CMS Admin system, site updates and software releases during coverage period, feature updates for all purchased modules within Civica Admin system, and technical support relating to CMS system and Web functionality • Provides access to phone support during normal business hours (Monday-Friday, 8:00 am to 6:00 pm (PT))	Included (first year)
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Maintenance and technical support

Support and service plans

Software warranty

Civica fully warrants the Content Management Software and Web site to be free of all bugs and defects for 12 months from the date the Web site goes live.

Civica remains committed to a long-term partnership with all its Government clients and its technicians will be available during regular business hours to assist City personnel in all aspects of the Web site maintenance and also to advise staff on the development of any applications required to interface with other e-government initiatives. These services will be provided free of charge for a three month period post the Web site go-live date.

Should any additional professional services be required regarding the design, implementation, content conversion or training either beyond that included in the proposal or after the three month initial period the following rate structure would apply:

Principals:	\$190 per hour
Web and Custom programming:	\$160 per hour
Site Design Artists:	\$115 per hour
HTML Editors:	\$90 per hour
Content Migration:	\$75 per hour

Annual maintenance program

An annual maintenance and upgrade program is available that will ensure all Web site and purchased modules installed, always contains the latest features developed during the previous year. In addition, it will provide staff with access to Civica engineers during normal business hours to consult on any proposed Web site and software integration issues.

- *Included at no charge for the first year following go-live*

Ongoing training, Web mastering and custom development packages

Civica has several packages available which offer scheduled training or Web mastering services for the City. Training can be held via GoToMeeting or onsite for the cost of travel and expenses. Custom development packages are available which provide for site additions and modifications throughout the year. Branded pages, custom maps and graphic design needs can all be accommodated by pre-approved funding as part of this proposal. Please contact Civica to discuss all the options available.

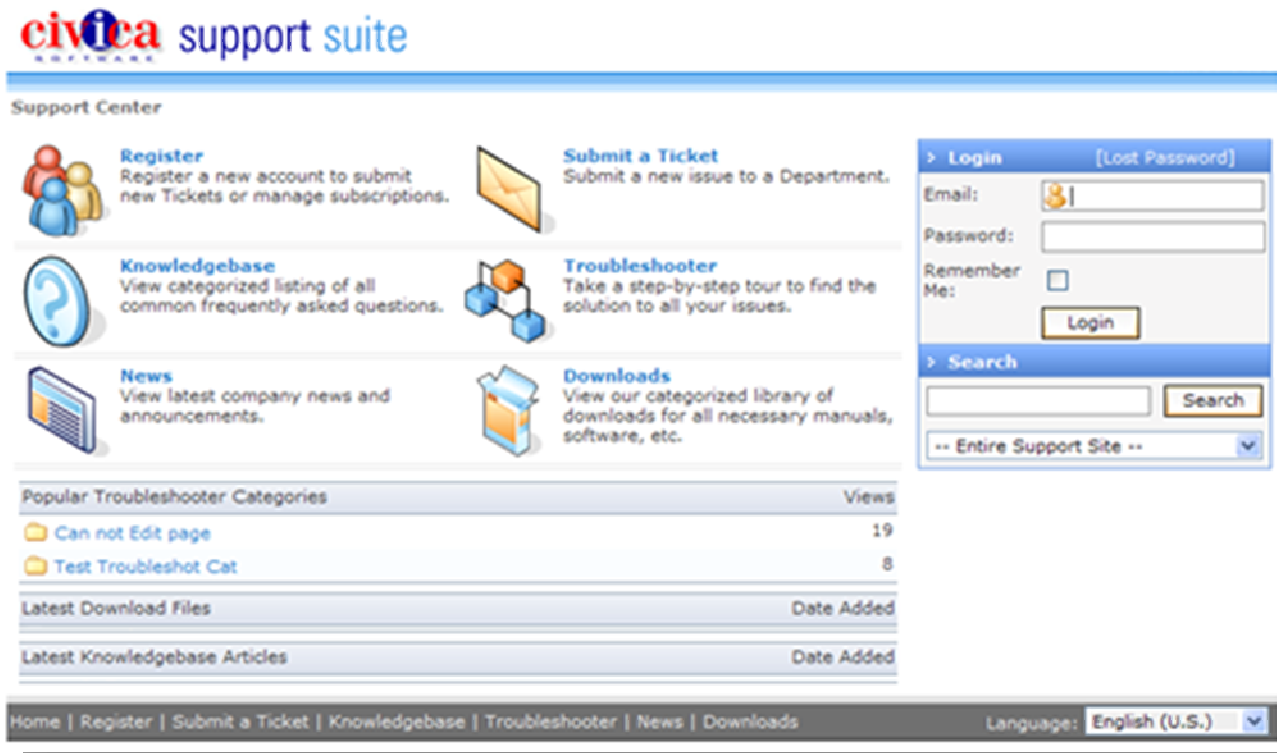
#3.

Updates

Generally, administrative and general updates are released within 9 to 12 months of the previous release. Changes to specific modules may be provided and integrated with client system upon their approval.

Customer service

Our support team includes dedicated personnel to handle direct phone and email support. Our core development team (the actual programmers who create the technologies) is also available to answer and



address issues directly. In addition, we have launched Civica Support – a new online Support management system allowing clients to access online Help, a Knowledge base and Forums, submit issues online via our issue tracking system and access all documentation.

Security patches and necessary upgrades are scheduled upon immediate discovery - normally within a few hours of being brought to our team's attention. We assist onsite tech staff with all updates as part of the annual maintenance including all new features added (for other clients and as part of our normal ongoing development cycle) for the modules and systems you have purchased. The impact on your staff is normally no more than a few hours in total.

Customer support

Civica has a standard schedule for providing support and maintenance for Civica CMS. These deliverables are:

Priority 1: Emergency

Severe application problem resulting in complete work stoppage for a large number of your staff. Or, complete loss of service to either Web site or intranet (application-related site outage). Access to key points of contact is available 24 hours a day.

Response:	30-60 minutes during prime hours (M-F 8AM - 6PM) 60-120 minutes off-hours, holidays and weekends Onsite response (if needed) within 4 hours
Resolution:	4-12 hour resolution time
Notifications:	Project Manager is given a detailed report by the Civica on-call technician (for off hours only) and distributes to the IT Manager.
Update:	Hourly or as scheduled with Civica
Examples:	Web server is up but application non-functional. SQL-server errors not related to hardware Patch updates from vendor or Microsoft cause incompatibility resulting in service outage

Priority 2: High

Application or service is available, but in a degraded mode. Work around is feasible or loss of service for short time is acceptable. Impacts a small group or complete work stoppage for an individual

Response:	2-4 hours during prime hours (M-F 8AM - 6PM)
Resolution:	3-5 business days
Update:	Daily or as scheduled with Civica
Examples:	Site is operational, but search, calendar or other modular functionality is non-operational or impaired Presentation layer is up but back-end is non-operational

Priority 3: Medium

Moderate business impact; issues have affected customer productivity. Work around may exist or problem is for non-business-critical task.

Response:	8 hours
Resolution:	5 business days
Update:	Staff is notified when Civica completes repair
Examples:	File attachments won't upload. Presentation layer is not rendering correctly

Priority 4: Low

Limited business impact. Request can be scheduled.

Response:	2-3 business days
Resolution:	As scheduled by Civica
Update:	Staff is notified when Civica completes repair
Examples:	Programmatic change to back-end to improve efficiency Programmatic change to front-end Distribution of all patches and upgrades.

EXHIBIT "A"**SUMMARY SCOPE OF SERVICES**

- 1) Design, Develop and Implement City Website.
 - a) Consultancy and Project Management
 - i) Analysis of existing site
 - ii) Facilitate meetings with key-players in order to arrive at a consensus regarding the City's needs and objectives
 - b) Design
 - i) Delivery of 3 (three) unique design concepts based on the City's comments and up to 3 (three) revisions of the chosen concept based upon the City's expressed needs and objectives.
 - ii) Collaborate with key-players from the City to ensure that all aspects of the new site are in-line with the City's needs and objectives
 - c) Migration
 - i) 100 Pages of content
 - ii) Creation of up to 900 additional pages of new content using City-provided content for City internet and intranet.
 - iii) Migration of existing Economic Development website content to Civica CMS as a sub-site or additional content, to be determined during design phase.
- 2) One additional Intranet Implementations
 - a) Design, develop and implement Intranet for City of Compton Employees using Civica CMS
 - b) Migration of content within the scope defined in item 1.c.ii of the Summary Scope of Services.
- 3) Training
 - a) Training for up to 2 users during the Content Migration phase
 - b) 1-day (no less than 5 hours) of onsite Content Editor Training for up to 20 users
 - c) ½-day (no less than 3 hours) of onsite System Administrator Training for up to 10 users
- 4) 12-Month Warranty on CMS and work provided by Civica (begins after go-live date)
- 5) Long-Term Support/Maintenance
 - a) 1 Year Maintenance/Support Subscription included
 - b) Additional years at \$4,910/per year
- 6) Additional Service rates (free for the first 3-months after go-live date)
 - a) Principals: \$190/hr.
 - b) Web and Custom Programming: \$160/hr.
 - c) Site Design Artists: \$115/hr.
 - d) HTML Editors: \$90/hr.
 - e) Content Migration: \$75/hr.
 - f) Creation of new pages using City-provided content: \$18.80/page
- 7) Launch date within 30 weeks is dependent upon a mutually agreed to schedule detailing required deliverables by the City and the consultant.

Total Not to Exceed Amount: \$80,500.

AGREEMENT FOR CITY OF COMPTON WEBSITE REDESIGN SERVICES
Pixelpushers, Inc. dba Civica Software

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 **PIXELPUSHERS, INC. dba CIVICA SOFTWARE, CORPORATION**, a California corporation (hereinafter referred to as "**CONSULTANT**") located at 2010 SW Birch Street, Suite 250, Newport Beach, California 92660, (each a "Party" and collectively, the "Parties").

RECITALS

A. City does not have available personnel specifically trained and experienced to perform the special services required and requires the professional services of a consultant that is experienced in Website redesign; and

B. Consultant has the necessary professional skills and experience necessary to perform the services described in this Agreement; and

C. City desires to engage Consultant to provide these services by reason of its qualifications and experience in performing such services; and

D. Consultant has submitted a proposal to City and has affirmed its willingness and ability to perform such work on the terms and manner set forth in this Agreement; and

E. By Resolution No. _____, adopted on the ____ day of _____, 2013, the City Council gave approval to award a contract to the Consultant to the City's Website Redesign Services.

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

1. Scope of Work.

1.1 City retains Consultant to perform, and Consultant agrees to render, those services (the "Services") that are described in the attached Exhibit "A," which is incorporated by this reference, pursuant to this Agreement's terms and conditions.

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

1.3. Consultant will keep City informed on a regular basis that the Services are being performed in accordance with the requirement and intentions of this Agreement.

1.4 If applicable, Consultant has designated those persons listed in Exhibit "A" to provide the Services to the City. Consultant will not change or reassign those persons described in Exhibit "A" without prior written notice to City, and will not replace those individuals with individuals to whom City has a reasonable objection.

2. Standard of Performance. Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the Services in accordance with best standards of professional practice. While performing the Services, Consultant agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill

Agreement for City of Compton Website Redesign Services
Pixelpushers, Inc. dba Civica Software, Corp.
Resolution No. _____

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

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

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

3. Term. 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 within thirty (30) weeks after commencement of the services by Consultant.

4. Schedule. Consultant will generally adhere to the schedule set forth in Exhibit "A" provided, that City will grant reasonable extensions of time for the performance of the Services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's project schedule and agrees to put forth its best professional efforts to perform the Services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

5. Compensation.

5.1 The method of payment for this Contract will be on a fee-for-services basis. For services rendered City agrees to pay, and Consultant agrees to accept as full payment for completion of the services required to be rendered pursuant to this Agreement, the maximum sum of up to **Eighty Thousand Five Hundred Dollars (\$80,500.00)** as may be further specified in the attached Exhibit "A". No other compensation for the Services will be allowed except for items covered by subsequent amendments to this Agreement.

5.2 Payment will occur only after receipt by City of invoices sufficiently detailed to include hours performed, hourly rates, and related activities and costs for approval by City.

5.3 Within thirty (30) days after receipt of any applicable progress payment request, City will verify the accuracy of the request, correct the charges where appropriate, and make payment to Consultant in an amount equal to the amount of such application, as verified or corrected by City. Invoices shall be delivered or mailed to the **Director of the General Services Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.** No payment made prior to completion and acceptance of the Services will constitute acceptance of any

Agreement for City of Compton Website Redesign Services
Pixelpushers, Inc. dba Civica Software, Corp.
Resolution No. _____

part of the Services. City reserves the right to withhold payment from Consultant on account of Services not performed satisfactorily, delays in Consultant's performance of Services, or other defaults hereunder.

5.4 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.

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

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

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.

Agreement for City of Compton Website Redesign Services
Pixelpushers, Inc. dba Civica Software, Corp.
Resolution No. _____

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

10. Other Consultants. The City reserves the right to employ other consultants in connection with the Services.

11. 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.

12. Insurance. Without limiting the Consultant's indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. The insurance carrier is required to have a current Best's Key Rating of not less than "A:VII." Such evidence shall specifically identify this Agreement and shall contain express conditions that the **CITY** is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement. All insurance required hereunder shall be primary with respect to any insurance maintained by the City.

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

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

12.1.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

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

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

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

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

13. 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.*

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

15. Ownership of Documents.

15.1 All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

15.2 The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other

Agreement for City of Compton Website Redesign Services
Pixelpushers, Inc. dba Civica Software, Corp.
Resolution No. _____

than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

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

16. Copyrights. Consultant agrees that all copyrights that arise from the Services will be vested in City and Consultant relinquishes all claims to the copyrights in favor of City.

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

18. Notices. Any notices relating to this Agreement shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally, by facsimile or by generally recognized overnight courier service, or five (5) days after deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, addressed as follows:

For City:

City of Compton
205 South Willowbrook Avenue
Compton, CA 90220
Phone No. (310) 605-5548
Facsimile No. (310) 609-1753
Attn: Director
General Services Department

For Consultant:

Name: Pixelpushers, Inc. dba Civica Software
Title: President & CTO
Address: 2010 SW Birch St, Suite 250
Newport Beach, CA 92660
Phone No.: (949) 851-1600 x214
Facsimile No.: (949) 851-1930
Attn: Mark W.J. Kelly

Either Party may change its address for purposes of this section by giving the other Party written notice of the new address in the manner set forth above.

19. Conflicts of Interest.

19.1 City will evaluate Consultant's duties pursuant to this Agreement to determine whether disclosure under the Political Reform Act and City's Conflict of Interest Code is required of Consultant or any of Consultant's employees, agents, or subcontractors. Should it be determined that disclosure is required, Consultant or Consultant's affected employees, agents, or subcontractors will complete and file with the City Clerk those schedules specified by City and contained in the Statement of Economic Interests Form 700.

19.2 Consultant understands that its professional responsibility is solely to City. Consultant warrants that it presently has no interest, present or contemplated, and will not acquire any direct or indirect interest, that would conflict with its performance of this Agreement. Consultant further warrants that neither Consultant, nor Consultant's agents, employees, subcontractors and consultants have any ancillary real property, business interests or income that will be affected by this Agreement or, alternatively, that Consultant will file with the City an affidavit disclosing this interest. Consultant will not knowingly, and will take reasonable steps to ensure that it does not, employ a person having such an interest in the performance of this Agreement. If after employment of a person, Consultant discovers that it has employed a person with a direct or indirect interest that would conflict with its performance of this

Agreement for City of Compton Website Redesign Services
 Pixelpushers, Inc. dba Civica Software, Corp.
 Resolution No. _____

Agreement, Consultant will promptly disclose the relationship to the City and take such action as the City may direct to remedy the conflict.

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

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

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

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

23. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

Agreement for City of Compton Website Redesign Services
Pixelpushers, Inc. dba Civica Software, Corp.
Resolution No. _____

24. Certifications. The Consultant, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

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

If there are any exceptions to this certification, insert the exceptions in the following space.

[Supply exceptions on separate page]

For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Mark W. J. Kelly, President & CTO

(Date)

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

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

27. Section Headings. Section headings as used in this Agreement are for convenience only and will not be deemed to be a part of such sections and will not be construed to change the meaning of the section.

Agreement for City of Compton Website Redesign Services
 Pixelpushers, Inc. dba Civica Software, Corp.
 Resolution No. _____

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

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

30. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

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

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.

**PIXELPUSHERS, INC. dba
 CIVICA SOFTWARE, CORP./CONSULTANT**

Dated: _____

By _____
Mark W. J. Kelly, President & CTO

**CITY OF COMPTON
 Approved by:**

Dated: _____

By _____
G. Harold Duffey, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

#3.

Agreement for City of Compton Website Redesign Services
Pixelpushers, Inc. dba Civica Software, Corp.
Resolution No. _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

9/17/2013 3:10:24 PMTerrance C. Davis

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 ISSUE A PURCHASE ORDER TO PIXELPUSHERS, INC. DBA CIVICA SOFTWARE FOR WEBSITE DESIGN SERVICES

Terrance C. Davis
DEPARTMENT MANAGER’S SIGNATURE

9/17/2013 3:10:24 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

9/18/2013 5:08:16 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

9/18/2013 2:08:37 PM
DATE

Terrance C. Davis
CITY MANAGER

9/18/2013 12:16:57 PM
DATE

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

September 24, 2013

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**FROM: GLEN W. C. KAU, P.E., DIRECTOR
PUBLIC WORKS/MUNICIPAL UTILITIES**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT AND ISSUE A PURCHASE ORDER TO CLEANSTREET
SWEEPING SERVICES FOR FULL-TIME CITYWIDE STREET
SWEEPING SERVICES**

SUMMARY

This Resolution seeks City Council authorization for the City Manager to enter into a 3-year agreement with CleanStreet Sweeping Services ("CleanStreet") for full-time citywide street sweeping services and issue a purchase order.

BACKGROUND

On December 11, 2012, pursuant to Resolution No. 23,662, City Council authorized the City Manager to enter into an agreement and issue a purchase order to CleanStreet for on-call citywide street sweeping services in the amount of \$200,000 (Two Hundred Thousand Dollars).

Due to staffing issues, as well as mechanical issues with the City's street sweepers, the City has had to utilize the services of CleanStreet in order to continue to provide street sweeping services throughout the City. During that time, CleanStreet services were requested on an as-needed basis and as a back up when the City's street sweepers were being serviced, inoperable, or staff shortage for any period of time that may have impacted the day-to-day services.

On July 23, 2013, pursuant to Resolution No. 23,807, City Council authorized the City Manager to renew the agreement and issue a purchase order in an amount of \$100,000 to CleanStreet to implement full-time citywide street sweeping services from July 1, 2013 – September 30, 2013 to allow City staff the opportunity to solicit a Request for Proposal.

STATEMENT OF ISSUE

On July 24, 2013, the City staff solicited Request for Proposals (RFP) for full-time street sweeping services for a term of three (3) years. The RFP was advertised on July 24, July 31, and August 7, 2013. On August 8, 2013, the City received one bid from CleanStreet in the amount of 484,714.32 per year.

September 24, 2013**Page Two**

CleanStreet is a family-owned business and has been cleaning city streets since 1973. CleanStreet currently provides street sweeping services to approximately 50 municipalities within the State of California. CleanStreet employs 120 employees. Additionally, CleanStreet has a company policy that allows them to assign street sweeping operators to a city on a permanent basis. CleanStreet has provided satisfactory street sweeping services to the City of Compton since 2006.

CleanStreet will provide full-time street sweeping services as follows: designated arterial (major), collector, commercial, residential, and industrial streets. Alleys, cul-de-sacs, street center lines and traffic signal island curbs, street crossing and gutters, and City owned parking lots. Additional street sweeping services include emergency call outs, extraordinary weather sweeping, special event sweeping, and non-routine sweeping.

The Public Works Department would like to continue to utilize CleanStreet services on a full-time basis. Due to funds expended exceeding the \$25,000 threshold, City Council authorization is necessary.

FISCAL IMPACT

Funds in the amount of \$484,714.32 are available in the Public Works/Municipal Utilities Department 2013-2014 fiscal year budget as follows:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>	<u>Balance</u>
2502-710-000-4262	Other Professional Service	\$ 63,536.24	\$30,563.08
2502-710-000-4249	Special Department Expense	\$ 67,021.00	0
2502-720-000-4236	Maintenance & Repair	\$ 93,575.00	0
2502-720-000-4269	Other Contract Services	\$110,582.08	0
2502-710-000-4269	Other Contract Services	\$150,000.00	0
		Total: \$484,714.32	

ALTERNATIVE

The alternative is the inability to utilize CleanStreet services on a full-time basis. The City would be unable to provide the current levels of service for the City and remain compliance with the National Pollution Discharge Elimination System (NPDES) permit.

RECOMMENDATION

Staff recommends the adoption of the attached resolution authorizing the City Manager to enter into a 3-year agreement and issue a purchase order to CleanStreet for full-time citywide street sweeping services.

**GLEN W. C. KAU, P.E., DIRECTOR
PUBLIC WORKS/MUNICIPAL UTILITIES**

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 AN AGREEMENT
AND ISSUE A PURCHASE ORDER TO CLEANSTREET SWEEPING
SERVICE FOR FULL-TIME CITYWIDE STREET SWEEPING SERVICES**

WHEREAS, the City desires to remain compliant with the NPDES permit for trash removal compliance from the storm water system which will alleviate the need for sweeper maintenance and ensures street sweeping is provided in a timely manner; and

WHEREAS, in July 2013, the City staff solicited a Request for Proposal (RFP) for full-time street sweeping services for a three (3) year contract, which was advertised on July 24, July 31, and August 7, 2013; and

WHEREAS, on August 8, 2013, the City received one bid from CleanStreet in the amount of 484,714.32 per year for three (3) years, commencing October 1, 2013 through September 30, 2016; and

WHEREAS, CleanStreet will provide full-time street sweeping services as follows: designated arterial (major), collector, commercial, residential, and industrial streets. Alleys, cul-de-sacs, street center lines and traffic signal island curbs, street crossing and gutters, and City owned parking lots; and

WHEREAS, additional street sweeping services include emergency call outs, extraordinary weather sweeping, special event sweeping, and non-routine sweeping; and

WHEREAS, CleanStreet has provided satisfactory streetsweeping services to the City of Compton since 2006; and

WHEREAS, funds in the amount of \$484,714.32 are available in the Public Works/Municipal Utilities Department 2013-2014 fiscal year budget.

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

SECTION 1. That the City Manager, on the advice of the City Attorney is authorized to enter into a three (3) year agreement with CleanStreet Sweeping Services to provide full-time citywide street sweeping services. The term of the agreement shall be October 1, 2013 through September 30, 2016, at a cost of \$484,714.32 per year.

SECTION 2. That a purchase order is authorized to be issued to CleanStreet for services rendered during the first year of the agreement in the amount of \$484,714.32.

SECTION 3. That funds in the amount of \$484,714.32 are available in the Public Works/Municipal Utilities Department 2013-2014 fiscal year budget as follows:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2502-710-000-4262	Other Professional Service	\$ 63,536.24
2502-710-000-4249	Special Department Expense	\$ 67,021.00
2502-720-000-4236	Maintenance & Repair	\$ 93,575.00
2502-720-000-4269	Other Contract Services	\$110,582.08
2502-710-000-4269	Other Contract Services	\$150,000.00
Total:		\$484,714.32

SECTION 4. That funding for the remainder of the term of the agreement shall be allocated in future City budgets.

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/Municipal Utilities 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

**SERVICES AGREEMENT BETWEEN
THE CITY OF COMPTON
AND
CLEANSTREET SWEEPING SERVICES**

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 **CLEANSTREET SWEEPING SERVICES**, (hereinafter referred to as "**CONTRACTOR**") located at 1937 West 169th Street, Gardena, California 90247, pursuant to Resolution No. _____, adopted October _____, 2013.

AGREEMENT:

That the **CITY** and **CONTRACTOR**, for the consideration, terms and conditions herein described, mutually agree as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR:

CONTRACTOR shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for the provision of Citywide street sweeping services, which shall include, but not be limited to: street sweeping services on designated arterial (major), collector, commercial, residential, (raised median curbs and 100% of all painted median surfaces), and industrial streets. Alleys, cul-de-sacs, street center lines and traffic signal island curbs, street cross and slotted gutter, and City owned parking lots (including cleaning behind parking bumpers) are included.

Except as otherwise agreed, **CONTRACTOR** agrees to perform all the said work and furnish all the said materials at its own cost and expense, as are necessary to complete in a good worker-like and substantial manner and to the satisfaction of the **CITY**, the work herein set forth. **CONTRACTOR** shall bear all costs associated with this work, including, but not limited to, all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc., used by **CONTRACTOR** in connection with this work.

CONTRACTOR shall utilize **Alternative-Fueled Vehicles**. All vehicles used to provide street sweeping services must not receive power by gasoline or diesel fuel and emit hydrocarbon, carbon monoxide, or nitrogen oxide.

2. COMPENSATION:

The method of payment for the services rendered pursuant to this Agreement shall be based on a fee-for-services basis, billable at the unit price rates specified within the **CONTRACTOR's Proposal**. It is understood and agreed between the parties that the maximum compensation payable for the services to be provided by the **CONTRACTOR** during twelve (12) month period for each year of this Agreement shall be limited to a not-to-exceed amount of **Four Hundred Eighty Four Thousand Seven Hundred Fourteen Dollars and Thirty Two Cents (\$484,714.32)**.

Citywide Street Sweeping Services Agreement
CleanStreet Sweeping Services
Resolution No. _____

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

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

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

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

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

3. **TERM OF AGREEMENT:**

The term of this Agreement shall be for citywide street sweeping services for a period of thirty-six (36) months, beginning October 1, 2013 through September 30, 2016, unless terminated earlier as provided herein.

4. **INDEPENDENT CONTRACTOR STATUS:**

CONTRACTOR, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the **CITY**. Neither the **CITY** nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the **CONTRACTOR**, except as expressly set forth in this Agreement. **CONTRACTOR** expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that **CONTRACTOR** shall not at any time or in any manner, represent that **CONTRACTOR** is in any manner officers, employees, agents or volunteers of the **CITY**. **CONTRACTOR** shall obtain no rights to retirement, health care or any other benefit that accrue to **CITY** officials, officers, or employees. **CONTRACTOR** expressly waives any claim to such rights.

Citywide Street Sweeping Services Agreement
CleanStreet Sweeping Services
Resolution No. _____

5. SUCCESSORS, ASSIGNMENT AND DELEGATION:

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

6. NONDISCRIMINATORY EMPLOYMENT PRACTICES:

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

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

7. INDEMNIFICATION:

CONTRACTOR shall indemnify and save harmless the **CITY**, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the **CITY** and shall defend, indemnify and save the **CITY** from any and all liability and expense including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions for **CONTRACTOR**, its officers, employees, subcontractors or agents on account of the performance or character of this work.

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

8. INSURANCE:

A. CONTRACTOR, by executing this Agreement, hereby certifies:

Citywide Street Sweeping Services Agreement
CleanStreet Sweeping Services
Resolution No. _____

(1) *"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code and I will comply with such provisions before commencing the performance of the work of this Contract."*

(2) **CONTRACTOR** further agrees to require all subcontractors to carry Worker's Compensation Insurance as required by the Labor Code of the State of California.

B. Without limiting **CONTRACTOR's** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. Evidence of such insurance, which shall be provided by insurer(s) satisfactory to the **CITY's** Risk Manager, shall be delivered to the **CITY**. Such evidence shall express conditions that the **CITY** is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein, including at least ten (10) day notice of any non-payment of premium(s). ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the CITY may immediately terminate this Agreement.***

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

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

2. Workers' Compensation Insurance. **CONTRACTOR** shall provide and maintain at its own expense during the term of this Agreement a program of Workers' Compensation Insurance and Employer's Liability Insurance in an amount and form to meet all applicable requirements of the State Labor Code and which specifically covers all persons providing services by or on behalf of the **CONTRACTOR** and all risks to such persons under the Agreement.

3. Automotive Liability. A program of insurance with a limit of liability of not less than **One Million Dollars (\$1,000,000.00)** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

4. Insurance Endorsements. The liability insurance policy(ies) shall be endorsed with the following language:

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

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

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

Citywide Street Sweeping Services Agreement
CleanStreet Sweeping Services
Resolution No. _____

.d Identity of the insured(s).

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Agreement. The **CONTRACTOR** is advised that the **CITY does not** carry Contractor's Risk insurance, and the Contractor shall obtain its own coverage. **CONTRACTOR** shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work. **CONTRACTOR** shall ensure any and all contracts with its Trade Contractors performing services under this Agreement meet the insurance requirements of this Agreement.

9. PERMITS AND LICENSES:

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

Upon execution of this Agreement, the **CONTRACTOR** shall show evidence of a business license permit in conformance with *Section 9-1.2 of the Compton Municipal Code*.

10. WARRANTIES:

CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the **CONTRACTOR**, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the **CONTRACTOR**, any fee, commission, percentage, brokerage fee, gift or contingent fee. For breach or violation of this warranty, the **CITY** has the right to annul this Agreement without liability; pay only for the value of the work actually performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. FEDERAL AND STATE WITHHOLDING TAXES:

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

12. COMPLIANCE WITH LAW:

All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal laws, including compliance with the Air Quality Management District (AQMD) standards and orders.

13. WAIVERS:

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

Citywide Street Sweeping Services Agreement
CleanStreet Sweeping Services
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14. TERMINATION:

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

A. The **CONTRACTOR** becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

B. The **CONTRACTOR** persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

C. The **CONTRACTOR** fails to perform or breaches any material obligation under this Agreement, then, the **CITY** may, without prejudice to any other right or remedy and after giving the **CONTRACTOR** seven (7) days written notice, terminate this Agreement.

D. The **CITY** may terminate this Agreement at any time by giving thirty (30) days written notice of termination to **CONTRACTOR**. If the **CITY** gives such notice of termination, **CONTRACTOR** shall cease immediately all work in progress, unless otherwise directed by the **CITY**. Upon termination **CONTRACTOR** shall furnish to the **CITY** a final invoice for work performed.

14. AMENDMENTS:

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

15. GOVERNING LAW AND 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 remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the un-excised portion, can be reasonably interpreted to give effect to the intentions of the parties.

16. CONTRACTOR's BOOKS AND RECORDS:

CONTRACTOR shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to work,

Citywide Street Sweeping Services Agreement
CleanStreet Sweeping Services
Resolution No. _____

services, expenditures and disbursements charges to the **CITY** for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

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

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

17. EXAMINATION AND AUDIT:

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

18. EXTENT OF AGREEMENT:

This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all and any part of the subject matter hereof. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the **CITY**.

Incorporated herein and made a part hereof are the **CITY's "Request for Proposal for Street Sweeping Services for the City of Compton"** and the **CONTRACTOR's Proposal for "Street Sweeping Services"** (dated August 8, 2013).

19. NOTICES:

Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective three (3) business days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

TO CONTRACTOR:

CLEANSTREET SWEEPING SERVICES
1937 West 169th Street
Gardena, California 90247
(800) 225-7316 ext. 103
(310) 538-8015 – fax.
Attn: Jere Costello, Chief Executive Officer

Citywide Street Sweeping Services Agreement
CleanStreet Sweeping Services
Resolution No. _____

TO CITY:

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

NOTE: A copy of any notice provided to the Director of Public Works shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.

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

20. **CERTIFICATIONS:**

CERTIFICATIONS OF CONTRACTOR

I, Jere Costello, **HEREBY CERTIFY** that I am the Chief Executive Officer, and duly authorized representative of the **CONTRACTOR** firm of **CleanStreet Sweeping Services**, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

DEBARMENT AND SUSPENSION CERTIFICATION

The **CONTRACTOR**, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against he/she/it by a court of competent jurisdiction in any matter involving fraud or official misconduct in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) transaction or contract under a public transaction; violation of Federal or state

Citywide Street Sweeping Services Agreement
CleanStreet Sweeping Services
Resolution No. _____

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.

Jere Costello, Chief Executive Officer

(Date)

21. MISCELLANEOUS:

CONTRACTOR and **CITY** acknowledge that the terms of this Agreement have been mutually negotiated and that such documents shall not be interpreted against either **CITY** or **CONTRACTOR** on the basis that either party was responsible for or in control of the drafting of such documents.

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

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

CLEANSTREET SWEEPING SERVICES
CONTRACTOR

Dated: _____

By _____
Jere Costello, Chief Executive Officer

#4.

Citywide Street Sweeping Services Agreement
CleanStreet Sweeping Services
Resolution No. _____

CITY OF COMPTON
Recommended for Approval:

By _____
Glen W.C. Kau, P.E., Director
Public Works & Municipal Utilities

Dated: _____

Approved by:

Dated: _____

By _____
G. Harold Duffey, City Manager

Approved as to form:

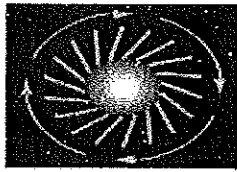
By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk



CleanStreet

Cleaning Your Environment



STREET SWEEPING SERVICES

EXCLUSIVELY FOR

CITY OF COMPTON

AUGUST 8, 2013

1937 W. 169th Street
Gardena, CA 90247
(800) 225-7316 x108

August 7, 2013

City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220

Dear Ladies and Gentlemen,

Enclosed is our proposal for providing high quality street sweeping services for the City of Compton.

Our proposal contemplates complete compliance with all terms and conditions set forth in your request for proposals.

We serve more than 55 cities in southern California. We are committed to providing high quality street sweeping and high quality customer service.

We understand that the City of Compton is seeking a problem free service provider. We are confident that we will be able to perform this contract perfectly without any exceptions or problems.

I am the Corporate Secretary, and am legally authorized to enter into contracts on behalf of CleanStreet. I can be reached at headquarters at 1937 West 169th Street, Gardena, CA 90247. I can be reached by phone at (800) 225-7316 x108, or my cell at (310)740-1601, by fax at (310) 538-8015 or by email at randerson@cleanstreet.com.

CleanStreet would be interested in opening discussions with the City of Compton for assuming the lease of the two Tymco 600s, CNG powered, that the City has possession of.

Thank you for this opportunity. We enjoy working for the City of Compton and hope we can continue to be of service.

Sincerely,
CLEANSTREET


Rick Anderson
Secretary/Director of Business Development

SECTION 1



CleanStreet specializes in providing street sweeping service. It is not an auxiliary part of our business, and this sharp focus on street sweeping makes us efficient and effective.

CleanStreet is family-owned and has been proudly cleaning city streets since 1973. These decades of successful work have given us an experienced management team and a tremendous body of knowledge and expertise. We have a deep resource base, which includes veteran sweeper operators and back-up sweepers, ensuring that sweeping is performed expertly and on schedule.

CleanStreet currently employs 120 people. We do not move our operators around. We have a company policy and culture that allows us to assign street sweeping operators to a City on a permanent basis. This gives the City and its operators time to develop a relationship.



CleanStreet
Cleaning Your Environment

(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

SECTION 1



Current Workload

We currently provide street sweeping services to approximately 50 municipalities within the State of California.

Financial Environment

CleanStreet prides itself in its ability to maintain a positive financial position with creditors, lenders, and vendors. CleanStreet's outstanding financial history enables the organization the leverage it needs to obtain equipment or cash flow to meet the demands of new accounts and continue organizational growth. CleanStreet has a positive working relationship with key financial Opus Bank. It also sustains favorable credit ratings with vendors such as Wright Express, American Rotary Broom, and Gardena Auto Parts. The stability of CleanStreet is proven in its 40 plus years of continuous business and holds strong for constant growth.



(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

SECTION 2



Jere Costello
Founder and CEO of CleanStreet

EMPLOYMENT HISTORY:

CLEANSTREET 1961 TO PRESENT

Responsibilities:

- Founder
- Management procedures and policy
- Equipment purchases
- Financial planning and management
- Management efficiency and effectiveness
- Public relations

Education:

- Northrop University Law School

Professional Skills:

- Bilingual: Spanish and English

Professional and Trade Organizations:

- L.A. and Orange County Chapter – Maintenance Superintendents Association (MSA)
- North American Power Sweeping association (naPSa)



(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

SECTION 2



RICK ANDERSON
Director of Business Development / Supervisor

EMPLOYMENT HISTORY:

CLEANSTREET 1989 TO PRESENT

Current Responsibilities:

- Oversees daily operations.
- Contract management.
- Develops new business.
- Ensures safe operations and promotes proactive culture for safety.
- Monitors and reviews GPS tracking system reports.
- Oversee and supervise the daily maintenance and cleanliness of all vehicles.
- Conducts meetings to discuss daily operations performance, regulatory issues, client concerns and company policies and procedures.
- Responsible for ensuring compliance of all state and Federal laws and regulations.

Education:

- Bachelors of Science, University of Southern California (USC)
- Jurist Doctorate, Southwestern University School of Law

Professional Skills:

- Bilingual: Spanish and English

Professional and Trade Organizations:

- L.A. and Orange County Chapter – Maintenance Superintendents Association (MSA)
- North American Power Sweeping association (naPSa)



(800) 225-7316 x108
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Gardena, CA 90247

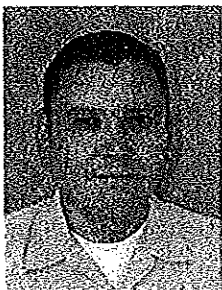
SECTION 2

**Rick Anderson, Director of Business Development**

Mr. Anderson is a graduate of USC and Southwestern University School of Law. He has been with the Company for 21 years and has played an integral role in developing new business and overseeing all facets of operations. Mr. Anderson's dedication to the Company has helped fuel continual growth and diversification into new areas which complement CleanStreet's primary role as a street sweeping contractor.

Andrew Jacoby, Director of Operations

Andrew Jacoby is the director of operations for CleanStreet and has been with the company since 2003. Mr. Jacoby oversees the Human Resources Department, and serves as the Company's risk manager. He has been instrumental in developing a state-of-the-art time and attendance system, in which data is transmitted through handsets and reconciled by complex GPS tracking software installed in CleanStreet's vehicles and handsets. Andrew is also responsible for claims management and is the driving force behind CleanStreet's constant emphasis on safety.

Gilbert Perez, Field Supervisor

Gilbert Perez is a highly-skilled street sweeper operator who has been with CleanStreet since 2005. Mr. Perez is also proficient in the operation of other commercial vehicles, including those which require a Class A license. Mr. Perez has had experience with many facets of maintenance, including streets and parking structures, and is experienced with janitorial maintenance as well. Mr. Perez supervises street sweeper operators, porters, and pressure-washing crews in the field. He is extremely dedicated to his job and works tirelessly to ensure the highest quality of work.

SECTION 2

**Patty Madera, Dispatcher**

Patty Madera joined CleanStreet in the latter part of 2007. She offers a high degree of professionalism, solid business ethics, and extensive computer skills. Ms. Madera is reliable and has a positive attitude. She works effectively and with a sense of urgency, and can quickly read, understand, and use street maps and complex mapping software.

SECTION 4



Street Sweeper Operators:

Joaquin Hernandez

Joaquin Hernandez has been a street sweeper operator for CleanStreet since 1992. Joaquin is adept at operating all types of sweepers and has swept many different municipal accounts including Manhattan Beach, San Marino, Monrovia and Orange County. Joaquin is one of CleanStreet's top veteran drivers and has been sweeping the streets of Compton and is acquainted with the routes and "hot spots" of the City. He is a tremendous asset to the Company.

Juan Pacheco

Juan joined the CleanStreet team back in 2006. He has swept many of CleanStreet's different accounts and has kept the City of Duarte's streets clean since CleanStreet was awarded the contract. Juan spends part of his week sweeping the City of Compton and is familiar with all of the routes. He is committed to providing excellent service.

Adolfo Garcia

Adolfo has worked for CleanStreet for 30 years. During that time he has swept many cities using every type of sweeper. His expertise in operating sweepers is second to none and is matched by the courtesy he provides on a daily basis to every community he serves. There is no sweeper operator in the world more knowledgeable than Adolfo and his safety record is excellent.

#4.**City of Compton****Street Sweeping Service Provider****Proposal Form**

Item	Description	Approx. Quantity	Frequency (Times swept/year)	Unit Cost	Total
1.	Sweep street as described in referenced City of Compton Sweeping Specifications	350 CLM	52	\$20.08 /CLM	\$365,456.00
2.	Sweep City alleys	36 CLM	24	\$20.08 /CLM	\$12,529.92
3.	Sweep City parking lots Including behind bumpers	10,000 Sq. Ft.	52	\$0.003 /Sq. Ft.	\$1,560.00
4.	Park / Parking Lots	10,000 Sq. Ft.	24	\$0.003 /Sq. Ft.	\$720.00
5.	Commercial Area on Compton Blvd	16.75 CLM	260	\$20.08 /CLM	\$87,448.40
6.	Emergency Call Out(s)	50 Hours	N/A	\$85.00 /Hr.	\$4,250.00
7.	Extraordinary weather sweeping	50 Hours	N/A	\$85.00 /Hr.	\$4,250.00
8.	Special Event Sweeping (Weekends/Holidays)	50 Hours	N/A	\$85.00 /Hr.	\$4,250.00
9.	Non-routine sweeping (Request for service during regular sweeping hours)	50 Hours	N/A	\$85.00 /Hr.	\$4,250.00

TOTAL ANNUAL COST OF SERVICE \$ 484,714.32

CLM = Curb Lineal Mile

The City reserved the right to increase the level of service (miles or hours providing sweeper service) at the unit prices shown above.

SECTION 6



Quality Assurance

CleanStreet has established a fine reputation for providing the highest quality street sweeping services in the industry. We feel our attitude toward quality is the key to our success. It is far easier on everyone involved for the sweepers to do a good job the first time, rather than receive a complaint and have to return and sweep the street again later.

Our operators are encouraged to take as many passes as are necessary to do a great job. They take great pride in the complete satisfaction of the residents. Consequently, they receive very few complaints.

The quality of our services is the basis of our establishing long term relationship with our clients. We are confident that we can do an excellent job for the city. We would accomplish this by following these guidelines:

Skilled Operators:

We will sweep your City utilizing operators that have been properly trained and that have years of experience sweeping municipalities.

Quality Equipment:

We will provide these skilled operators with new model equipment that is in excellent operating condition and appearance.

CleanStreet equips its trucks with Global Positioning Satellite (GPS) system. All of the real-time data is monitored by CleanStreet's dispatchers. This permits CleanStreet to monitor the driver's speed, time and location.

All equipment used will be in compliance with SCAQMD Rules 1186 and 1186.1 and all other applicable laws and rules.

Standards of Quality:

We will make it clear to our operators that we will expect completely clean streets, regardless of the number of passes the sweeper must take to accomplish this.

We will expect our employees to take pride in their equipment, their work, and the community.

Supervision:

We will assign your City to a regular supervisor. The supervisor will visit the City on a daily basis during the first weeks of our operations. Once timings are set, the supervisor will visit the City at least once per week on monthly basis.

(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247



SECTION 6



Complaints:

We will handle any and all complaints on the day they are received. We believe that responsiveness is key to establishing public confidence in our ability and integrity.

We also believe that the operator is more highly motivated to do a good job the first time if he knows he may have to come back again if he doesn't. Our operators take great pride in not receiving complaints and doing a great job the first time.

Our operators will check in with the designated city person on a daily basis to see if there are any complaints. If there are complaints, we will go out and re-sweep them immediately. We will always respond in less than 6 hours.

Our attitude toward quality and this level of service makes the whole sweeping program run smoothly.

Debris:

All debris collected in the City of Compton will be recycled into compost. The City of Compton will receive AB939 credits in the cause of the Street Sweeping program.

Communications:

We have cellular phone contact with our operators at all times.

Emergencies:

We will provide the City with a 24-hour hotline number to handle all emergencies.

Back Up Equipment:

We will always have back-up equipment available to us at all times.

Toll Free line:

We will provide a toll free number to your City to receive field staff reports, complaints, emergencies or requests for extra work.

Monthly Meeting and Report:

At least one time per month and more often if necessary, there will be a meeting between representatives of CleanStreet and your City to assess performance and to seek ways to improve service. We will provide truly monthly reports.



(800) 225-7316 x108
1937 W. 169th Street
Gardena, CA 90247

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 AN AGREEMENT, AND ISSUE A PURCHASE ORDER TO CLEANSTREET SWEEPING SERVICES FOR FULL-TIME CITYWIDE STREET SWEEPING SERVICES

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

8/27/2013 4:26:21 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

9/18/2013 5:17:01 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

8/29/2013 9:40:57 PM
DATE

G. Harold Duffey
CITY MANAGER

8/29/2013 1:30:47 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 24, 2013

TO: MAYOR AND COUNCIL MEMBERS

**FROM: RENE FERRELL, GRANTS MANAGER
CITY MANAGER'S OFFICE**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO
AGREEMENT WITH MDG ASSOCIATES FOR HUD PROGRAMS-
RELATED CONSULTING SERVICES**

SUMMARY

This resolution authorizes the City Manager to enter into a 12-month professional services agreement with MDG Associates, Inc. in the amount of \$71,500 (Seventy-One Thousand Five Hundred Dollars) to provide consulting services for the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), Emergency Solutions Grant (ESG) and other HUD-program related consulting services.

BACKGROUND

Each year, the City of Compton receives approximately \$2 to \$3 million from the U.S. Department of Housing and Urban Development (HUD) for its Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG).

The City has utilized the services of outside experts to assist with the planning, implementation and evaluation of our HUD funded programs. On August 6, 2013, staff released a Request for Qualifications (RFQ) to solicit qualification proposals from consultants who specialize in HUD funded programs, such as CDBG, HOME and ESG. After reviewing the Request for Qualifications and careful consideration, staff has determined that, MDG Associates is a qualified company that can provide us with the required support services essential to the City meeting HUD's statutory and regulatory requirements and is familiar with the City's programs.

STATEMENT OF ISSUE

MDG's experience, qualifications and staff capacity to perform the services allows the City the best opportunity for compliance with HUD related issues such as the Annual Action Plan, Consolidated Annual Performance and Evaluation Report (CAPER), Section 3 Reporting, Labor

#5.

Compliance and technical assistance. The Department of Housing and Urban Development has hired MDG and Associates to provide training throughout the nation on various HUD funded programs.

MDG Associates, Inc. will provide the following services:

- Preparation of the FY 2014-2015 Annual Action Plan
- Preparation of the Updated Consolidated Plan (5-Year Plan)
- Preparation of the FY 2013-2014 Consolidated Annual Performance and Evaluation Report (CAPER)
- Assist in Resolving Audit Findings Under the CDBG and ESG Program
- Section 3 Reporting
- Monitoring Visits
- Preparation of Environmental Documentation for HUD funded projects
- Periodic Maintenance of the Integrated Disbursement Information System (IDIS)
- Technical Assistance Related to the Implementation of the CDBG, HOME and ESG Program and Other HUD Related Program Issues
- Provide Technical Assistance to All Funded Sub-Recipients for Program Compliance
- Provide Research and Analysis as Requested by the City

As an entitlement city of HUD funds, we are required to provide support documentation for all expenses incurred. In addition, we are required to provide both an Annual Action Plan and CAPER report to HUD on an annual basis. Every five years, entitlement cities are required to provide a Consolidated Plan that consists of goals, objectives and community needs. It is staff's recommendation that the suggested consultant has the unique qualifications that could greatly assist the City with these endeavors.

ALTERNATIVE

Very few consultant companies in the area specialize in HUD funded programs such as Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG).

FISCAL IMPACT

This resolution will have no impact on the General Fund. The fees for these services will be paid from the accounts in the Grants Division budget.

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2800-510-B11-4262	Other Professional Services	\$55,000
2805-510-000-4269	Other Contract Services	\$16,500

RECOMMENDATIONS

Staff recommends that the Mayor and Council Members authorize the City Manager to execute a professional services agreement with MDG Associates in the amount of \$71,500 to provide consulting services for Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), Emergency Solutions Grant (ESG) and other HUD-program related consulting services.

**RENEA FERRELL, GRANTS MANAGER
CITY MANAGER'S OFFICE**

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 AGREEMENT
WITH MDG ASSOCIATES FOR HUD PROGRAMS-RELATED
CONSULTING SERVICES

WHEREAS, each year the City of Compton receives approximately \$2 to \$3 million in funding from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG), Home Investment Partnership (HOME) and Emergency Solutions Grant (ESG) ; and

WHEREAS, the City’s Grant Division administers the CDBG, ESG and a portion of the HOME Programs; and

WHEREAS, each year the City and the Successor Agency utilize the services of outside experts to assist in planning, implementation, and evaluation of these programs; and

WHEREAS, the City reviewed two (2) consulting company’s qualifications proposal to perform all or part of the services needed; and

WHEREAS, after careful consideration, staff has determined that, MDG Associates is a qualified company that can provide us with the required support services necessary to meet HUD’s statutory and regulatory requirements and other HUD related issues; and

WHEREAS, funds for these services are available in the Grants Division 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 services agreement with MDG Associates to provide HUD Program consulting services for a period of twelve (12) months.

Section 2. That a purchase order is authorized to be issued in the amount of Seventy One Thousand Five Hundred Dollars (\$71,500.00).

Section 3. That funds are available in the 2013-2014 Fiscal Year budget of the Grants Division as follows:

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2800-510-B11-4262	Other Professional Services	\$55,000
2805-510-000-4269	Other Contract Services	\$16,500

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

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

ADOPTED this ____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. _____
Page 2

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the 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-

CITY CLERK OF THE CITY OF COMPTON

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
MDG ASSOCIATES, 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 **MDG ASSOCIATES, INC.** (hereinafter referred to as "**CONSULTANT**"), located at 10722 Arrow Route, Suite 822, Rancho Cucamonga, California 91730.

RECITALS:

WHEREAS, the **CITY** has received funding from the United States Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and the Emergency Solution Grant (ESG) Programs; and

WHEREAS, the **CITY** has determined that there is a need to employ the services of an experienced consultant to provide expert advice and assistance with program implementation services to ensure compliance with federal, state and local regulations; and

WHEREAS, **CONSULTANT** (MDG Associates, Inc.) represents that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this Agreement; and

WHEREAS, by Resolution No. XX,XXX, adopted on the 24th day of September 2013, the City Council authorized the City Manager to enter into an agreement with the **CONSULTANT** to provide the necessary services; and

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

AGREEMENT:

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

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 the following services:

- Preparation of the FY 2014-2015 Annual Action Plan
- Preparation of the Updated Consolidated Plan (5-Year Plan)
- Preparation of the FY 2013-2014 Consolidated Annual Performance and Evaluation Report (CAPER)

- Assist in Resolving Audit Findings Under the CDBG and ESG Program
- Section 3 Reporting
- Monitoring Visits
- Preparation of Environmental Documentation for HUD funded projects
- Periodic Maintenance of the Integrated Disbursement Information System (IDIS)
- Technical Assistance Related to the Implementation of the CDBG, HOME and ESG Program and Other HUD Related Program Issues
- Provide Technical Assistance to All Funded Sub-Recipients for Program Compliance
- Provide Research and Analysis as Requested by the City

as further detailed in the **CONSULTANT's "Proposal for Professional Consulting Services"** (dated August 19, 2013), which is incorporated herein.

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.

Rudy E. Munoz, President of the **CONSULTANT** shall be primarily responsible for representing **CONSULTANT** in performance of this Agreement.

3. TERM OF CONTRACT. **CONSULTANT** agrees that the services to be provided for herein shall be for Fiscal Year 2013-2014, completed over a period of twelve (12) months, commencing upon Notification to Proceed from the **CITY**, and

continuing in a diligent and professional manner until complete, unless this Agreement is cancelled or terminated sooner as provided herein.

4. FEES FOR SERVICES (Compensation). The method of payment for this Contract will be on a time and materials basis based on the rate schedule reflected in **CONSULTANT's "Proposal."** **CONSULTANT** understands and agrees that the maximum compensation to be paid for services performed during the term of this Agreement shall be limited to the not-to-exceed sum of up to **Seventy One Thousand Five Hundred Dollars (\$71,500.00).**

The total price paid the **CONSULTANT** includes compensation for all services, 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** and **CONSULTANT**.

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 the provisions of this Agreement, the **CITY** shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

CONSULTANT shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the **CITY** of detailed and 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 **Grants 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 property, documents, reports, records, materials and work product associated with the performance of this Agreement to the extent completed prior to the effective date of termination.

5. OWNERSHIP OF MATERIALS. All electronic and hardcopy drawings, designs, data, plans, reports, documents, discs, diskettes or other material ("Documents") first prepared, developed or discovered by or provided to the **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 a material consideration 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 local, 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 local, 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. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION. 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 **CONSULTANT** shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement.

10. INDEMNIFICATION. **CONSULTANT** shall indemnify and save harmless the **CITY**, its officials, officers, employees, agents and volunteers (collectively hereinafter the “**CITY**”), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the **CITY** and shall indemnify and save the 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**.

11. INSURANCE. Without limiting the **CONSULTANT’s** indemnification of the **CITY**, **CONSULTANT** shall provide and maintain, at its own expense, and require any of its subconsultants 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**, shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the . A certificate of insurance, including endorsement page(s), shall be delivered to the **CITY** at the time of **CONSULTANT’s** execution of this Agreement. Such evidence shall contain express conditions that the 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 not call on the **CITY’s** programs for contributions. Program(s) of insurance shall include:

a. General Liability: **CONSULTANT** shall provide and maintain at its own expense during the term of this Agreement a program, including but not limited to commercial general liability, inclusive of contractual liability, personal injury liability and broad form property damage with a combined single limit of not less than **One Million Dollars (\$1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

b. Workers’ Compensation Insurance: **CONSULTANT** shall provide and

maintain at its own expense during the term of this Agreement a program of Workers' Compensation Insurance and Employer's Liability Insurance in an amount and form to meet all applicable requirements of the State Labor Code and which specifically covers all persons providing services by or on behalf of the **CONSULTANT** and all risks to such persons under the Agreement.

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

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

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

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

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

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

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.

12. PERMITS AND LICENSES. **CONSULTANT**, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the **CONSULTANT**.

Upon execution of this Agreement, **CONSULTANT** shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

13. 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, (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.

14. 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.

15. FILES. All files, documents, records and reports (regardless of the form) of the **CONSULTANT** pertaining to the **CITY** and this Project shall be and remain the property of the **CITY**.

16. 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 the **CITY** for any claims, costs, losses, fees, penalties, interest, or damages suffered by the **CITY** resulting from **CONSULTANT's** failure to comply with this provision.

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

18. 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 charged 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 reasonable inspection or audit, at any time during regular business hours, upon prior written request by the **CITY** or a designated representative. Copies of such documents shall be provided to the **CITY**, at **CITY's** expense, 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, without the express written waiver of the **CITY**.

19. 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.

20. 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 instructed otherwise by the **CITY**.

b. If **CONSULTANT** fails to perform or breaches any material obligation under this Agreement, after giving written notice of default and seven (7) 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 **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 Commission's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the Commission does not allocate sufficient funds for the next succeeding fiscal year payments, this Agreement shall terminate immediately upon written notice from the .

e. Upon termination by either party, **CONSULTANT** shall deliver to the **CITY** all property of the 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.

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

22. **GOVERNING LAW AND SEVERABILITY.** This Agreement shall be governed by and construed under the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

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

23. **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**.

24. 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:

MDG ASSOCIATES, INC.
10722 Arrow Route, Suite 822
Rancho Cucamonga, California 91730
Attn: Rudy E. Munoz, President
(909) 476-9696
(909) 476-6086 – fax.
rmunoz@mdg-ldm.com

TO CITY:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Grants Manager
(310) 761-1406
(310) 761-1464 – fax.

Note: A copy of any notice provided to the Grants Manager shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.

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

25. CERTIFICATIONS

CERTIFICATIONS OF CONSULTANT

I, Rudy E. Munoz, **HEREBY CERTIFY** that I am the President, and duly authorized representative of the **CONSULTANT** firm of MDG Associates, 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 ;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal, State or local 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 him/her 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 and dates of action.

[Attach separate page]

The above certifications are part of this Contract. Signing this Agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Rudy E. Munoz, President

(Date)

26. MISCELLANEOUS

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

Professional Services Agreement – MDG Associates, Inc.
HUD Programs
FY 2013-14 [Resolution No. XX,XXX]

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.

**MDG ASSOCIATES, INC.
CONSULTANT**

By _____
Rudy E. Munoz, President

Dated: _____

**CITY OF COMPTON
Recommended for Approval:**

By _____
Renea Ferrell, Grants Manager

Dated: _____

Dated: _____

By _____
G. Harold Duffey, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AGREEMENT WITH MDG ASSOCIATES FOR HUD PROGRAMS-RELATED CONSULTING SERVICES

Terrance C. Davis
DEPARTMENT MANAGER’S SIGNATURE

9/18/2013 12:18:25 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

9/19/2013 12:02:04 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

9/18/2013 5:19:33 PM
DATE

Terrance C. Davis
CITY MANAGER

9/18/2013 12:28:33 PM
DATE

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

September 24, 2013

TO: HONORABLE MAYOR CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW VARIOUS LEGAL SERVICES RETAINER AGREEMENTS TO PROVIDE SPECIALIZED LEGAL EXPERTISE TO THE CITY OF COMPTON DURING FISCAL YEAR 2013-2014**

SUMMARY:

The City Council will consider adopting a Resolution which will authorize the City Attorney to renew/establish legal services retainer agreements with the law firms of Gonzalez Saggio & Harlan, Richard Watson and Gershon, Sanders Roberts LLP, Ronald N. Wilson, Attorney at Law and Law Offices of Willoughby & Associates.

BACKGROUND:

Pursuant to Section 702 of the Compton City Charter, over the years the Council has exercised its discretion to employ outside legal counsel to assist the City and the Office of the City Attorney by retaining the services of various law firms to provide consultation and representational services on matters which requires specific expertise, to act in lieu of the City Attorney's Office in the presence of conflicts, and to work jointly with the City Attorney's Office on specific projects.

STATEMENT OF THE ISSUE:

While the Office of the City Attorney employs very competent and well-rounded attorneys, occasionally the City is faced with legal matters that involve very complex issues that invoke constantly evolving judicial decisions and legal consequences which necessitate attorneys with highly specialized legal training and experience, in addition to occasional situations that present a conflict for representation by in-house attorneys.

The City Attorney's Office anticipates that, in addition to general consultation and representational services, the municipal finance, investigations, conflict counsel and complex litigation expertise of Gonzalez Saggio & Harlan, Richard Watson and Gershon, Sanders Roberts LLP, Ronald N. Wilson, Attorney at Law and Law Offices of Willoughby & Associates will be required on an as-needed basis during the 2013-2014 Fiscal Year.

Staff Report Re Resolution Authorizing
Execution of Various Legal Retainer Agreements
September 24, 2013, page 2

FISCAL IMPACT:

Funds are available for payment of the retainer agreements in the 2013-2014 Fiscal Year budget in Account Number 1001 420 000 4261.

RECOMMENDATION:

It is the recommendation of this office that the attached Resolution authorizing the City Attorney to renew/establish legal retainer agreements with the law firms of Gonzalez Saggio & Harlan, Richard Watson and Gershon, Sanders Roberts LLP, Ronald N. Wilson, Attorney at Law and Law Offices of Willoughby & Associates for Fiscal Year 2013-2014 be adopted.

CRAIG J. CORNWELL
CITY ATTORNEY

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO RENEW VARIOUS LEGAL
SERVICES RETAINER AGREEMENTS TO PROVIDE SPECIALIZED
LEGAL EXPERTISE TO THE CITY OF COMPTON DURING FISCAL
YEAR 2013-2014**

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

WHEREAS, over the years the City has retained the services of various outside law firms to assist the City and the City Attorney's Office with specific cases, in specialized areas of the law and in matters where representation by in-house attorney present a conflict of interest; and

WHEREAS, the City has identified the need to secure expert legal consulting and advocacy services to assist the City and the Office of the City Attorney on an as-needed basis with specialized issues and projects, including but not limited to municipal finance, complex litigation and other needs of the City; and

WHEREAS, funds to cover the cost of legal services retainer agreements are available in the 2013-2014 Fiscal Year budget in Account No. 1001-420-000-4261.

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 renew/establish legal retainer agreements with the law firms of Gonzalez Saggio & Harlan, Richard Watson and Gershon, Sanders Roberts LLP, Ronald N. Wilson, Attorney at Law and Law Offices of Willoughby & Associates on an as-needed basis, at an hourly rate of not more than \$300.00 per hour to render necessary legal services for the 2013-2014 Fiscal Year (effective July 1, 2013 through June 30, 2014).

SECTION 2. That the retainer agreements shall be paid from the 2013-2014 Fiscal Year Budget in Account No. 1001-420-000-4261.

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

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

ADOPTED this _____ day of _____, 2013.

MAYOR OF THE CITY OF COMPTON

Resolution No. _____
Page 2

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, 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:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAINS: 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 AUTHORIZING THE CITY MANAGER TO RENEW VARIOUS LEGAL SERVICES RETAINER AGREEMENTS TO PROVIDE SPECIALIZED LEGAL EXPERTISE TO THE CITY OF COMPTON DURING FISCAL YEAR 2013-2014

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

9/19/2013 1:03:05 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

9/19/2013 5:34:18 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

9/19/2013 5:28:39 PM
DATE

Terrance C. Davis
CITY MANAGER

9/19/2013 3:21:04 PM
DATE

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

September 24, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: STEPHEN AJOBIEWE
CITY CONTROLLER

VICTOR OROZCO, (INTERIM) CHIEF BUILDING OFFICIAL
BUILDING AND SAFETY DEPARTMENT

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ENTER
INTO A CONTRACT WITH IMAGE MANAGEMENT SYSTEMS,
INC. FOR THE PROVISION OF DOCUMENT DATABASE
SOFTWARE, DOCUMENT SCANNING AND WAREHOUSING
SERVICES FOR THE CITY CONTROLLER'S OFFICE AND
THE BUILDING & SAFETY DEPARTMENT**

SUMMARY

This resolution is to authorize the City Manager to accept the proposal/price quotation from and enter into contract with Image Management Systems, Inc. for the provision of document database software, maintenance of the software and provision of daily document scanning, indexing and warehousing tasks for the City Controller's Office and the Department of Building and Safety.

BACKGROUND

The City is required by the rules and statements of the Governmental Accounting Standards Board (GASB) to safeguard the documents supporting its financial transactions to ensure future reference and for audit purposes. The building code also requires that the building plan documents and related files be maintained by the Building & Safety Department for purpose of future reference. The City's Document Retention Policy specifies that the City shall maintain proper custody of relevant documents in safe and retrievable conditions throughout the duration of the prescribed years of retention.

The City has sustained property flooding in the past which destroyed vital physical records kept at the City's storage area. In 2004, the City decided to maintain electronic copies of financial and other vital documents and to have such documents reside in electronic databases that are searchable and easily retrievable and towards that end engaged outside professional service provider to provide the document database software, equipment, manual scan, data cleaning, warehousing and data

**Staff Report – Resolution Authorizing Contract
With Image Management System, Inc.
Document Database Software, Scanning and Warehousing
September 24, 2013, page 2**

indexing services. The City requires the document imaging and warehousing services for the current fiscal year.

STATEMENT OF ISSUE

With a view to ensure cost savings for the services, the City sent out a Request for Quotes (RFQ) to companies for the provision of the above-indicated services for the 2013-2014 fiscal year. The RFQ requested the vendors to indicate the total all-inclusive costs for providing the database software, maintenance of the software and provision of daily document scanning, indexing and warehousing task. In response to the RFQ, the City received 3 price quotations/proposals from the following companies:

Company	Price Quoted
TAB Products CO LLC	\$124,456
Imaging Technology Group	\$ 41,470
Image Management Systems, Inc.	\$ 37,498

The price quote from TAB Products CO LLC represents the all-inclusive price for the software, equipment, installation, document scanning and warehousing service for the fiscal year. The proposal from Imaging Technology Group did not include an all-inclusive fee but a phase 1 cost of \$35,870, a user license fee of \$4,000 per 5 pack, the cost of scanner of \$1,600 and several other incidental costs that would be paid for by the City.

Image Management Systems, Inc. provided the lowest responsible proposal/bid of \$37,498. This amount represents the all-inclusive price for the fiscal year 2013-2014. Staff believes that this company has the experience and expertise to satisfactorily perform the required services, provide the software required for the services and to keep the software maintained on a consistent basis. Image Management Systems, Inc. has provided the services to the City for over 5 years.

The price quoted by Image Management Systems, Inc for the current year service represents cost savings of \$4,502 when the price is compared to the amount of \$42,000 charged for the same service in the prior year. It is in the best interest of the City to engage Image Management Systems. Inc. to provide the document imaging software and services to the City.

**Staff Report – Resolution Authorizing Contract
With Image Management System, Inc.
Document Database Software, Scanning and Warehousing
September 24, 2013, page 3**

ALTERNATIVE

The City may be unable to comply with requirements to electronically safeguard its vital documents if the contract is not approved.

FISCAL IMPACT

Funds for the service have been appropriated in the Building & Safety Department's fiscal year 2013-2014 budget for \$22,000 (Account No. 1001-770-000-4262) and in the City Controller's Office fiscal year 2013-2014 budget for \$15,498 (Account No. 1001-650-000-4262).

RECOMMENDATION

It is recommended that the attached resolution be adopted.

**STEPHEN AJOBIWE
CITY CONTROLLER**

**VICTOR OROZCO, (INTERIM) SENIOR BUILDING OFFICIAL
BUILDING & SAFETY 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 IMAGE MANAGEMENT SYSTEMS, INC. FOR THE PROVISION OF
DOCUMENT DATABASE SOFTWARE, DOCUMENT SCANNING AND
WAREHOUSING SERVICES FOR THE CITY CONTROLLER’S OFFICE
AND THE BUILDING & SAFETY DEPARTMENT

WHEREAS, the City is required by the rules and statements of the Governmental Accounting Standards Board (GASB) to safeguard the documents supporting its financial transactions to ensure future reference and for audit purposes; and

WHEREAS, the plan checking standards also requires that the building plan documents and related files be safely maintained by the Building & Safety Department for purpose of future reference; and

WHEREAS, the City’s Document Retention Policy specifies that the City shall maintain proper custody of relevant documents in safe and retrievable conditions throughout the duration of the prescribed years of retention; and

WHEREAS, the City has sustained property flooding in the past that destroyed vital physical records kept at the City’s storage area; and

WHEREAS, in 2004, the City decided to maintain electronic copies of financial and other vital documents and to have such documents reside in electronic databases that are searchable and easily retrievable; and

WHEREAS, the City sent out a Request for Quotes (RFQ) to companies for the provision of the above indicated services for the 2013-2014 fiscal year and in response received 3 price quotations/proposals from the following companies:

Company	Price Quoted
TAB Products CO LLC	\$124,456
Imaging Technology Group	\$ 41,470
Image Management Systems, Inc.	\$ 37,498

WHEREAS, Image Management Systems, Inc. provided the lowest responsible bid of \$37,498 and staff believes that the company has the experience and expertise to satisfactorily perform the required services, provide the software required for the services and to keep the software maintained on a consistent basis.

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

Section 1. That the proposal and price quotation from Image Management Systems, Inc. are hereby accepted and all others rejected.

Section 2. That the City Manager, upon the advice of the City Attorney, is authorized to enter into a contract with Image Management Systems, Inc. for the provision of document imaging services, equipment, and the associated software to the City of Compton for the 2013-2014 fiscal year.

Section 3. That a purchase order is authorized to be issued to Image Management Systems, Inc. in an amount not to exceed Thirty Seven Thousand, Four Hundred and Ninety Eight Dollars (\$37,498).

Section 4. That funds for the service have been appropriated in the Building & Safety Department's fiscal year 2013-2014 budget for \$22,000 (Account No. 1001-770-000-4262) and in the City Controller's Office fiscal year 2013-2014 budget for \$15,498 (Account No. 1001-650-000-4262).

Section 5. That a certified copy of this Resolution shall be filed in the Offices of the City Manager, City Attorney, 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 MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAINS: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") is made and entered into effective as of the date first written above ("Effective Date"), by and between the **CITY OF COMPTON** (the City) whose principal offices are located at 205 South Willowbrook Avenue and Image Management Systems, Inc. ("Image Management Systems"), a California corporation whose principal offices are located at 981 W Rosecrans Avenue; Compton CA 90222.

In consideration of the mutual covenants and obligations set forth below, the parties agree as follows:

1. Term.

The term of this Agreement shall be for One Year (1) or until the work is completed, whichever comes first or until terminated as provided below.

2. Resolution.

That the City Manager is authorized to enter into an agreement with Image Management Systems for document imaging of Controller's Office financial records and Building & Safety's permit records within the **City** for a sum not-to-exceed _____ during the fiscal year of _____.

3. Services; Change Orders.

This Agreement sets forth the terms and conditions under which the **City** employs Image Management Systems to complete the work assignment set out in Exhibit A hereto, Statement of Work (collectively, the "Services"). Image Management Systems acknowledges and agrees that the **City** may add, delete or change the Services at any time upon written notice (a "Change Order") to Image Management Systems and in such event, Image Management Systems shall perform the Services in accordance with the Change Order; provided, however, that in the event any such Change Order increases or decreases the amount or character of, or the time necessary to perform the Services, then Image Management Systems' compensation payable hereunder will be equitably adjusted in accordance with the rates and charges set forth herein. All orders are subject to acceptance by Image Management Systems. Acceptance by Image Management Systems will be effective when communicated in writing to the **City**.

4. Payment for Services.

- a. The City shall pay Image Management Systems for Services performed hereunder at the rates in Exhibit B (Pricing Schedule). The rates in Exhibit B are subject to rate increases with sixty (60) days prior written notice. All such increases shall be subject to a ten percent (10%) annual escalation cap.
- b. Image Management Systems shall invoice the City on a monthly basis for the Services. Invoices shall be due and payable thirty (30) days following the City's receipt of the same; provided, however, that in the event of a bona fide dispute regarding any specific charges contained in an invoice:
 - i. The City's obligations with respect to that specific charge shall not accrue until such time as the dispute has been resolved to the parties' mutual satisfaction; and
 - ii. The City shall pay the undisputed balance of such invoice within the period specified above.
- c. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall prevail and control over any terms and conditions set forth in any invoice (s) submitted by Image Management Systems.

5. Taxes and Other Charges.

The City will pay all applicable federal, state, county, local or other excise, sales or use taxes associated with the service provided by Image Management Systems which it is required by law to pay.

6. Expenses.

Unless otherwise agreed in writing and except as set out in Exhibit A hereto, the City shall not be liable to Image Management Systems for any expenses incurred by Image Management Systems in performing its obligations under this Agreement.

7. Specification and Requirements: Completion and Acceptance.

Image Management Systems shall perform the Services in accordance with such reasonable instructions, requests, specifications and requirements the City may specify from time to time. The Services shall be deemed completed and accepted by the City upon delivery. Any Services not performed in accordance with the foregoing shall be corrected by Image Management Systems at no cost to the City. Any Corrected Services shall be deemed completed and accepted only upon the City's written certification that the Services have been performed to its satisfaction, as determined by the City in its reasonable discretion.

8. Representations and Warranties.

In addition to the representations and warranties set forth in any Proposal or other writing previously provided by Image Management Systems to the City relating to the Services to be performed hereunder (which are hereby incorporated by reference for all purposes), Image Management Systems further represents and warrants to the City, its successors and assigns, that:

- a. It has the right and authority to enter into this Agreement, and to perform the Services, without the consent or authorization of any third party.
- b. It will not be in violation of any Agreement with any third parties as a result of its execution of this Agreement, or its performance of the Services hereunder.
- c. It will comply with any and all applicable federal, state and local statutes, regulations, ordinances or laws of any kind, in its performance of the Services.
- d. It will perform the Services in a good, professional and workmanlike manner, and in accordance with the highest applicable professional standards, and will not employ, assign or otherwise use any person in its performance of the Services, who is not fully trained, knowledgeable and experienced in the performance of such Services.
- e. It will not take any action, or engage in any conduct, if the intended or probable effect of its doing so will be to deprive the City of any of the material benefits which it may reasonably expect to receive or obtain as a result of this Agreement.
- f. It will not infringe upon the intellectual property rights of any third party in the performance of the Services hereunder. Image Management Systems grants to the City a personal, non-exclusive and non-transferable license to use software and related documentation according to the terms and conditions of this Agreement, solely for the City's internal data processing requirements on the software-processing unit on which software is initially installed. The City will not decompile or disassemble any software provided under this Agreement or modify software, which bears a copyright notice of any third party. No party shall be entitled to use software unless the party has a valid signed User Profile Worksheet provided by Image Management Systems, and all applicable charges for the use of such software have been paid, except that Image Management Systems may authorize temporary use of software for testing where such testing is solely intended for the City's internal evaluation of the fitness of such product for its own internal data processing purposes.
- g. Except as otherwise disclosed herein, the representations and warranties made by Image Management Systems in any proposals or other writings previously delivered by Image Management Systems to the City were true and correct when made, and remain true and correct as of the date of this Agreement.

- h. It has not failed to disclose any facts or information, the existence of which would be of material relevance to a reasonable businessperson in its consideration of the matters that are the subject of this Agreement.
- i. Neither party will be liable for failure to fulfill its obligations when due to causes beyond its reasonable control.
- j. In the event performance of this Agreement is either directly or indirectly prevented or restricted by reason of fire, flood, earthquake or like acts of God, war, revolution, embargo, acts of the government in its sovereign capacity, labor difficulties, unavailability of equipment from a vendor, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention or restriction (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay or restriction has ceased); *provided however*, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed.

9. Indemnification.

Image Management Systems shall indemnify, defend and hold the City, its successors, assigns, and affiliates harmless from and against any losses, liabilities, claims, actions, and expenses, including reasonable attorneys' fees, arising of:

- a. Image Management Systems' breach of any of its material obligations under this Agreement, or of any of the warranties set forth above;
- b. The City's determination that any of Image Management Systems' representations set forth above (or otherwise incorporated herein by reference), were false or materially misleading when made, or as of the Effective Date; or
- c. Image Management Systems' negligence, gross negligence or willful misconduct in its performance of the Services pursuant to this Agreement.

10. Work Product.

- a. Image Management Systems acknowledges and agrees that any and all writings, databases, inventions, improvements, processes, procedures, techniques, intellectual property, reports or other work product of any kind, and any and all modifications or enhancements thereto which Image Management Systems may make, conceive, discover, or develop, either solely or jointly with any other person or persons, which are reasonably related to Image Management Systems' performance of the Services hereunder, or to the performance of its obligations to the **City** under any other agreement, whether written or oral (hereinafter collectively referred to as "Works"), shall be the sole and exclusive property of the **City**, except to the extent such Works include any patents or copyright registrations issued or granted prior to the Effective Date, or Works for which applications for patent or copyright registrations are pending on the Effective Date. If the Works, or any one or more of them, qualify as a "work made for hire" under the definition of such phrase contained in Title 17 U.S.C.A. 101, then the **City** shall own the intellectual property rights to such Works outright.
- b. In accordance with the foregoing, Image Management Systems acknowledges and agrees that:
 - i. The **City** shall have the absolute and unrestricted right to use or obtain from Image Management Systems any and all Works prepared by Image Management Systems in connection with its performance of the Services, including without limitation, any and all drawings, reports, and documents of any kind, and
 - ii. Image Management Systems shall have no right to use any such Works without the **City's** prior written consent in each instance.

11. Independent Contractor.

- a. Image Management Systems is an independent contractor, and not an agent of the **City**. As such, Image Management Systems acknowledges and agrees that it is not authorized to waive any right or to incur, assume or create any debt, obligation or contract of any kind in the name of or on behalf of the **City**. Nothing herein shall be construed to create between the parties any partnership, joint venture, employment relationship, franchise, or agency.

- b. As an independent contractor, Image Management Systems acknowledges that it is solely responsible for complying with applicable federal and state laws and, specifically, for payment of all taxes or contributions which may be payable based upon Image Management Systems' fee including, but not limited to, federal and state income taxes, social security taxes, unemployment compensation taxes, and any other applicable taxes or business license fees. Image Management Systems further agrees to provide the **City** with evidence of payment of any and all such taxes upon the **City's** written request made in connection with any state or federal audit in which Image Management Systems' status as an independent contractor is questioned or disputed. Image Management Systems specifically acknowledges that it is not entitled to participate in the **City's** benefit plans.

12. Confidential Information.

- a. Image Management Systems acknowledges that the **City** owns or has a proprietary interest in certain information which is of a special, unique or non-public nature, including, but not limited to all files supplied to Image Management Systems, trade secrets, information relating to its customers, business plans, operations and affiliations, marketing information, personnel matters, computer software and other proprietary materials (collectively "Confidential Information"). Image Management Systems agrees that the **City** has disclosed or may disclose to Image Management Systems Confidential Information necessary for its performance of the Services under this Agreement.
- b. Image Management Systems shall maintain in confidence all Confidential Information, and shall not disclose Confidential Information to persons not authorized in writing by the **City** to receive Confidential Information, except pursuant to valid court order or as required by law.
- c. Image Management Systems shall further take reasonable steps to prevent unauthorized parties from obtaining Confidential Information in Image Management Systems' possession. In case of an inadvertent disclosure of Confidential Information, Image Management Systems shall immediately notify the **City**, and shall take such further necessary steps as the **City** may reasonably request to prevent further inadvertent disclosure.
- d. Image Management Systems shall not make or permit to be made copies, abstracts, or summaries of the **City** reports, papers or documents, except in compliance with Image Management Systems' obligations pursuant under this Agreement, and for the sole use of the **City**. Image Management Systems shall disclose Confidential Information only to its employees on a need to know basis. Such employees shall be notified of the proprietary nature of Confidential Information and their duty to maintain its confidentiality. Image Management Systems may not disclose Confidential Information to any party other than those of its employees mentioned above, without the **City** prior written consent.

- e. Notwithstanding anything to the contrary set forth above, "Confidential Information" shall not include any information which:
 - i. Is or becomes available to the public through no action on the part of Image Management Systems;
 - ii. Is received from a third party without restriction, and without breach of this Agreement; or
 - iii. Was lawfully in Image Management Systems' possession prior to the City disclosure of the same.

13. Insurance.

- a. Image Management Systems agrees to maintain in full force and effect during the term hereof the following minimum insurance coverage.
 - i. Workers' Compensation and Occupational Disease covering Image Management Systems' full liability under the Statutory Workers' Compensation Laws for the state in which the services are performed.
 - ii. Employer's Liability Insurance in the minimum amount of \$100,000 per occurrence and \$200,000 in the aggregate.
 - iii. General Liability Insurance – Broad Form, including, but not limited to, Image Management Systems' Protective Liability, Blanket Contractual Liability, and Products Liability/Completed Operations, in the minimum amounts of \$1,000,000 per occurrence and \$1,000,000 general aggregate for property damage and any accident resulting in bodily injury or the death of one or more persons, and the consequential damages arising therefrom.
 - iv. Comprehensive Motor Vehicle Liability Insurance in the minimum amounts of \$500,000 combined single limit per occurrence for Property Damage and any accident resulting in bodily injury or the death of one or more persons, and the consequential damages arising therefrom.
- b. The bodily injury, liability and property damage insurance shall insure the City is held free and harmless from all liability, loss or damage to persons or property resulting from any accident arising out of the Services required by this Agreement, and shall expressly cover liability assumed by Image Management Systems pursuant to this Agreement.

14. Assignment.

Image Management Systems shall not assign its rights, interests or obligations under this Agreement, or otherwise contract, subcontract or delegate the performance of its obligations hereunder to any third party without the prior written consent of the City. Any attempted assignment without consent shall be voidable at the sole and absolute discretion of the City.

15. Termination.

- a. The City may terminate this Agreement after the Term period upon a sixty-day (60) prior written notice to Image Management Systems and in such event shall have no further liability with respect to Services performed.
- b. Either Party may terminate this Agreement immediately and without further notice: (i) if the other Party makes an assignment for the benefit of creditors; (ii) if the other Party files a voluntary petition for relief under Chapter 7, Chapter 11 or Chapter 13 of the United States Bankruptcy Code or applies for or consents to the appointment of a receiver for itself or its property or admits its inability to pay its debts generally as they become due; or (iii) if the other Party is adjudged bankrupt, and such condition is not remedied within twenty (20) days after notice of bankruptcy has been given to the remaining Party.
- c. In the event either Party shall be in breach or default of any of the terms, conditions, or covenants of this Agreement and such breach or default shall continue for a period of ten (10) days after the giving of written notice thereof by the non-breaching Party, then in addition to all other rights and remedies of law or equity or otherwise, the non-breaching Party shall have the right to terminate this Agreement without any charge, obligation or liability whatsoever, except as to the payment for raw materials or Services already received and accepted.
- d. Immediately upon the termination of this Agreement for any reason, Image Management Systems shall and does hereby agree to provide and deliver to the City all information, materials and work product of any kind produced or generated by Image Management Systems, its employees, and permitted subcontractor, if any, in the performance of Services under this Agreement, including the database information created hereunder.

16. Notices.

All notices, requests, demands and other communications relating to this Agreement shall be in writing and deemed to be given when delivered personally or three (3) days after being mailed by certified mail, postage prepaid, return receipt requested, to the parties, their successors in interest or their assigns to the addresses set forth below (or at such other addresses as shall be given in writing by either party to the other).

If to Image Management Systems:

Jerold S. Moore
President & CEO
Image Management Systems, Inc.
981 West Rosecrans Avenue
Compton, CA 90222

If to City of Compton:

G. Harold Duffey
City Manager
City of Compton
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CA 90220

17. Severability; Conflicting Provisions.

If any court finds any provision of this Agreement invalid, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

18. Attorneys' Fees.

Should either party commence an action against the other for failure to abide by any of the terms of this Agreement, the prevailing party in such action shall be entitled to recover all costs, including reasonable attorneys' fees associated with the action. Such relief is in addition to any other relief, which may be awarded to the prevailing party.

19. Governing Law.

All questions concerning the validity, interpretation or performance of any of the terms or provisions of this Agreement, or of any right or obligations of the parties hereof, shall be governed by and resolved in accordance with the laws of the State of California.

20. Entire Agreement.

The terms of this Agreement are intended by the parties to be the final expression of their agreement with respect to such matters as are included in this Agreement, and may not be modified by evidence of any prior or contemporaneous agreement. No amendment to this Agreement shall be binding, unless in writing and signed by authorized representatives of the parties to this Agreement.

21. Waiver.

No waiver of any breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding breach or of any other agreement or provision contained herein. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

EXHIBIT A

Image Management Systems shall and does hereby agree to perform the following Services, subject to the terms and conditions of the Agreement to which this General Statement of Work is attached and in accordance with such other instructions as the City may request from time to time.

GENERAL STATEMENT OF WORK

- Document Pickup

Image Management Systems shall pick up documents at the City of Compton; 205 S. Willowbrook Avenue; Compton, CA 90220.

Upon receipt of the City's documents the following process will be used to make electronic records available to Payroll and Accounts Payable Departments and personnel as directed by the Controller's Office. Image Management Systems will prepare the documents for electronic capture by removing staples, repairing torn pages and ensuring that pages that follow are associated with the document. After which documents will be submitted to the scan station for electronic capture.

- Scan Station

The scan station will be used to create batches, scan documents, process bar code and edit the contents of batches. Each scanned batch that is submitted for document imaging receives a unique batch number. The scanned batch will include various documents submitted by the Controller's Office. Documents are scanned along with the bar-coded document separator sheets. The document separator sheets electronically separate each document. Documents and pages are automatically counted as they are scanned. After each document type is scanned and batch is closed, the batch number, document type, document and page count is recorded. Digital images of the documents are electronically routed to a temporary file in the capture system. The documents are then available for additional processing by other modules:

- Quality Control Queue

After scanning, batches are routed to a second scan queue that is used to perform visual quality control (QC) and rescanning of faulty images. In quality control, the digital images are checked for image quality; (contrast and density) skewed or rotated documents and other quality issues. After all quality issues are addressed, digital images are electronically routed to the indexing queue.

- Index Queue

The index module is used to enter index data and associate it with each document. Upon release to the City's database, the index data is stored with the PDF image and can be used later to retrieve the image from the permanent storage location.

General Statement of Work
(Continued)

The index information will be extracted from documents provided by The City. Each document will be indexed using four fields:

Building & Safety Department

Permits & Closed Substandard files

1. Document Type
2. Assessor Parcel Number (APN)
3. Location Address
4. Date

Controlier Office

AP & EP Warrants will be indexed by:

1. Document Class (Warrants) – Title
2. Warrant Number - Subject
3. Vender Name – Author
4. Warrant Date - Keyword

Timecards will be indexed using five fields:

1. Document Class (Time Card) - Title
2. Employee Number – Subject
3. Employee Name - Author
4. Period Ending Date – Keyword

ADP Reports will be indexed by:

1. Report Name - Title
2. Pay Date – Subject
3. Period Ending Date – Keyword
4. Week / Year – Author

Risk Mgmt Check will be indexed by:

1. Payee Name – Title
2. Check Date - Subject
3. Risk Mgmt – Author
4. Entry Date - Keyword

#7.

- Index Verification Queue

In the verification queue, a second operator enters selected fields previously entered by the index operator. If both operators enter the same index data the document is considered finished.

- PDF Conversion

After Image Management Systems has completed scanning, QC and indexing the tiff images are converted to PDF images and forwarded to the final queue before permanent storage.

- Release Queue

The final stage in the process is to release the new (current) PDF images to a Dedicated External Drive (DED) for permanent storage. Two DEDs are used in this procedure. One DED will be located at Image Management; the other will be attached to the City's network. All new indexes and PDF images are downloaded from the DED located at Image Management and uploaded to the City's.

- The Retrieval Process

Workstations within the Controller's Office needing access to the information are mapped to the DED and a short cut put on the desktop. Using any one or all of the index fields allows for the retrieval of the file.

- Data/Disaster Recovery

The second DED located at Image Management will safeguard the City with off-site security and protection from catastrophic failure or disaster.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Controller

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH IMAGE MANAGEMENT SYSTEMS, INC. FOR THE PROVISION OF DOCUMENT DATABASE SOFTWARE, DOCUMENT SCANNING AND WAREHOUSING SERVICES FOR THE CONTROLLER'S OFFICE AND THE BUILDING AND SAFETY DEPARTMENT

Stephen Ajobiewe
DEPARTMENT MANAGER'S SIGNATURE

9/12/2013 5:43:40 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

9/17/2013 5:13:23 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

9/12/2013 5:51:25 PM
DATE

Terrance C. Davis
CITY MANAGER

9/12/2013 5:49:47 PM
DATE

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

September 24, 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 THE CITY OF COMPTON MUNICIPAL WATER DEPARTMENT**

SUMMARY

This Resolution requests that the City Manager be authorized to issuance of a purchase order to the Compton Municipal Water Department for the purposes of paying for monthly solid waste removal services.

BACKGROUND

The City of Compton Public Works Department receives monthly invoicing from the Compton Municipal Water Department. The water and debris removal services are provided to the Public Works Engineering/Street Maintenance Divisions, City Yard, for Street Sweeping and illegal dumping debris disposal.

This it to pay the monthly costs for solid waste removal services to the City of Compton Municipal Water Department through June 30, 2014.

STATEMENT OF THE ISSUE

Staff desires to continue the monthly debris removal services and payment for these services as due monthly to the Compton Municipal Water Department. Due to the expenditure exceeding the \$25,000 threshold, authorization from City Council is required.

FISCAL IMPACT

Adequate fund are available in the approved FY 2013-14 Budget. Payments will be made from the following account:

<u>Acct:</u>	<u>Description</u>	<u>Amount</u>
2502-710-000-4269	Other Contract Services	\$250,000

The funds are available as part of approved Public Works Department FY 2013-14 Budget in Account No. 2502-710-000-4259, in an amount not to exceed \$250,000. The remaining account balance is \$400,000 as of this writing.

#8.

**Compton Municipal Water
Staff Report
Page 2**

ALTERNATIVE

The alternative is to not authorize the staff recommendation which therefore creates the inability to pay for solid waste removal services as billed for by the Compton Municipal Water Department.

RECOMMENDATION

Staff recommends the adoption of the attached resolution

**GLEN W.C. KAU, P.E., DIRECTOR
PUBLIC WORKS AND MUNICIPAL UTILITIES**

APPROVED AS TO FORWARDING:

**G. 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
THE CITY OF COMPTON MUNICIPAL WATER DEPARTMENT

WHEREAS, the City of Compton Public Works Department receives monthly invoicing from the Compton Municipal Water Department for solid waste removal services provided to the Public Works Department; Engineering/Street Maintenance Divisions, City Yard, Street Sweeping and illegal dumping rubbish disposal; and

WHEREAS, staff wishes to continue to pay monthly fees to the Compton Municipal Water Department through June 30, 2014; and

WHEREAS, due to the expenditure exceeding the \$25,000 threshold, authorization from City Council is required; and

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

SECTION 1. That the City Manager is authorized to expend Fiscal Year 2013-2014 Budget funds in the amount of \$250,000 as follows:

<u>From:</u>	<u>Description</u>	<u>Amount</u>
2502-710-000-4269	Other Contract Services	\$250,000

Payments will be made from the following accounts:

<u>Account</u>	<u>Description</u>	<u>Amount</u>
2502-710-000-4269	Other Contract Services	\$250,000

SECTION 2. That a Purchase Order in the amount of \$250,000 is authorized to be issued to the Compton Municipal Water Department.

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 THE CITY OF
COMPTON MUNICIPAL WATER DEPARTMENT

<u>Glen W. C. Kau</u>	<u>7/30/2013 4:01:13 PM</u>
DEPARTMENT MANAGER’S	DATE
SIGNATURE	

REVIEW / APPROVAL

<u>Ruth Rugley</u>	<u>9/18/2013 5:13:11 PM</u>
CITY ATTORNEY	DATE

<u>Stephen Ajobiewe</u>	<u>8/22/2013 6:09:18 PM</u>
CITY CONTROLLER	DATE

<u>G. Harold Duffey</u>	<u>8/12/2013 7:09:42 PM</u>
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 24, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: GLEN W. C. KAU, DIRECTOR
PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER
TO SPRINGBROOK SOFTWARE COMPANY FOR PROVIDING
ANNUAL MAINTENANCE AND CUSTOM UPGRADES TO THE UTILITY
BILLING SOFTWARE IN THE MUNICIPAL UTILITIES WATER DIVISION**

SUMMARY

This resolution authorizes the City Manager to issue purchase order to Springbrook Software Company in the amount of \$31,034.34 (Thirty-One Thousand, Thirty-Four Dollars and Thirty-four Cents) to provide maintenance, technical support and custom enhancements to the Municipal Utilities Water Division's utility billing system.

BACKGROUND

The Public Works/Municipal Utilities (PW/MU) Department utilizes the services of Springbrook Software Company for system maintenance and technical support of the hardware/software of the City's utility billing system. The continued operations of the computer system depends on regular service, maintenance and upgrades of the system's hardware and software. In 2012, PW/MU upgraded to Version 7 of the utility billing system which improved the payment options, cashiering and work order system and provided a better interface with the Controller's By-tech Accounting System.

STATEMENT OF THE ISSUE

PW/MU has an invoice for the annual maintenance service as well as for custom re-writes of the refund system and warrant reports; past due statements; billing statements; V7 inter-vision upgrade and a date fix of the transaction and post dates. The Springbrook system is proprietary and the only vendor authorized to provide these services for the utility billing system.

FISCAL IMPACT

The cost for the annual maintenance and custom upgrades is Thirty-One Thousand, Thirty-Four Dollars and Thirty-Four Cents (\$31,034.34). Adequate funds in the amount of \$127,893.42 are available in Account No. 5000-890-000-4222 (Computer Software). A balance of \$97,209.08 will remain after this authorization.

#9.

September 24, 2013
Utility Billing Annual Maintenance
Page 2

RECOMMENDATIONS

It is recommended that the City Council:

- a) Authorize the City Manager to issue a purchase order to Springbrook Software to provide maintenance, technical support and custom enhancements to the Public Works/Municipal Utilities Water Division's utility billing system.
- b) Adopt the attached resolution.

**GLEN KAU, P.E., DIRECTOR
PUBLIC WORKS/MUNICIPAL UTILITIES**

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
SPRINGBROOK SOFTWARE COMPANY FOR PROVIDING ANNUAL
MAINTENANCE AND CUSTOM UPGRADES TO THE UTILITY BILLING
SOFTWARE IN THE MUNICIPAL UTILITIES WATER DIVISION

WHEREAS, the Municipal Utilities Water Division utilizes the services of Springbrook Software Company for the maintenance and technical support of the Department’s utility billing system software; specifically, System Maintenance, Custom UB Rewrites, Custom Enhancements, Fund Accounting and V7 Inter-Version Upgrade; and

WHEREAS, the continued effectiveness of the computer system depends on regular service, maintenance and support of the system software upgrades; and

WHEREAS, the Municipal Utilities Water Division upgraded the Springbrook software to Version 7 which improved the payment options (allowing customers to check and/or pay their bills via the telephone), cashiering system, work order system and provides better interface with the Controller’s By-tech Accounting System; and

WHEREAS, Springbrook Software Company is the sole vendor authorized to provide these services on the utility billing system; and

WHEREAS, the upgrade required certain custom features be re-written to accommodate the Department’s needs; and

WHEREAS, the cost for these services for the 2013-2014 fiscal year is Thirty One Thousand, Thirty Four Dollars and Thirty-Four Cents (\$31,034.34); and

WHEREAS, funds for this expenditure are available in the Municipal Utilities Department 2013-2014 fiscal year budget in Account Number 5000–890-000-4222.

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 Springbrook Software Company in the amount of Thirty One Thousand, Thirty Four Dollars and Thirty-Four Cents (\$31,034.34).

SECTION 2. That funds for this expenditure are available in Account No. 5000-890-000-4222.

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

RESOLUTION NO. _____
PAGE 2

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO SPRINGBROOK SOFTWARE COMPANY FOR PROVIDING ANNUAL MAINTENANCE AND CUSTOM UPGRADES TO THE UTILITY BILLING SOFTWARE IN THE MUNICIPAL UTILITIES WATER DIVISION

Martin Freeman
DEPARTMENT MANAGER’S SIGNATURE

9/18/2013 11:51:09 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

9/18/2013 6:13:50 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

9/18/2013 5:14:42 PM
DATE

Terrance Davis
CITY MANAGER

9/18/2013 12:27:54 PM
DATE

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

September 24, 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 IMPLEMENT WATER RATES AND CHARGES FROM TIME TO TIME WHICH MAY BE LESS THAN THOSE PRESCRIBED BY ORDINANCE NO. 2,182 AND ORDINANCE NO. 2,227

SUMMARY

The City Council will consider adopting a Resolution authorizing the City Manager to implement water rates which may be less than those prescribed by Ordinance No. 2,182, as modified by Ordinance No. 2,227, so long as the revenues produced by the rates and charges still meet the requirements of Section 6.09 of the Water Revenue Bond Indenture, dated as of June 1, 2009, by and between the City of Compton and U.S. Bank, National Association, as Trustee.

BACKGROUND

On December 2, 2008, after conducting proceedings in accordance with Proposition 218, the City Council adopted Ordinance No. 2,182 (the “**2008 Ordinance**”) to establish new water service charges. The water fee charged to customers of the City’s water system, as established by the 2008 Ordinance, has three components:

- (i) a consumption charge (based on usage by a minimum unit equal to 100 cubic feet),
- (ii) a standby charge (based on the size of the customer’s water meter), and
- (iii) a capital improvement charge (based on an equal fee per account).

As permitted by California law, the 2008 Ordinance also established automatic annual rate increases for all three components for a five-year period, in accordance with rate schedules set forth in the ordinance. The annual rate increase is to account for inflation and scheduled cost increases, and it is implemented each July 1. The last annual rate increase scheduled in the 2008 Ordinance is for the current fiscal year (i.e., fiscal year 2013-14), with an implementation date of July 1, 2013.

On November 8, 2011, the Metropolitan Water District approved the request made by the City’s Water Department for early termination of a Purchase Order Agreement. The contract cancellation was requested in order to reduce costs of providing water. Therefore, to pass the savings along to water customers, on February 28, 2012, the City Council adopted Ordinance No. 2,227 (the “**2012 Ordinance**”) to amend the 2008 Ordinance. For water customers using 20 or fewer units of water per month, the 2012 Ordinance froze the consumption component of the

#10.

Staff Report Re Resolution Authorizing the City Manager
To Implement Water Rates
September 24, 2013

water fees at the fiscal year 2011-12 rates, for the next two fiscal years (2012-13 and 2013-14). The standby charge and bond components were not frozen by the 2012 Ordinance.

STATEMENT OF ISSUE

As to lowering water rates, the City must demonstrate that a proposed water rate reduction would still permit the City to collect sufficient water system revenues to meet a coverage requirement set forth in the bond indenture governing the Series 2009 Water Bonds issued by the City. Coverage is calculated as net revenues of the water system divided by annual debt service on debt paid from water system revenues (i.e., the Series 2009 Water Bonds). Based on the estimated revenues and expenditures included in the current budget, the City cannot lower the water rates below the current rates without causing the City to be below and in violation of the 1.5x minimum coverage requirement in the bond indenture.

The attached resolution would authorize the City Manager to implement water rates and charges from time to time which may be less than those prescribed by the 2008 Ordinance and the 2012 Ordinances so long as there is no increase to any of the three components of the water rates and so long as the total of the three components will at all times be sufficient to meet the requirements of Section 6.09 of the Water Revenue Bond Indenture.

FISCAL IMPACT

The attached resolution may result in reduced overall revenue to the City of Compton's Public Works and Municipal Utilities Department, however, the resolution requires that the water rates and the total of the three components will at all times be sufficient to meet the Public Works and Municipal Utilities Department's obligations.

RECOMMENDATION

Staff recommends that the City Council adopts this resolution.

G. HAROLD DUFFEY
CITY MANAGER

Attachment: Proposed Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO IMPLEMENT WATER
RATES AND CHARGES FROM TIME TO TIME WHICH MAY BE LESS
THAN THOSE PRESCRIBED BY ORDINANCE NO. 2,182 AND
ORDINANCE NO. 2,227**

WHEREAS, pursuant to the Compton Municipal Code Chapter XXIII, the City of Compton is empowered to prescribe rates and charges for the water collection, treatment and delivery system (“Water System”) for customers of the Public Works and Municipal Utilities Department of the City of Compton; and

WHEREAS, Ordinance Number 2,182 established new rates and charges upon users of the City of Compton’s Water System sufficient to meet the annual maintenance and operations costs, debt service expenses and projected capital expenses of the Water System; and

WHEREAS, such rates and charges have a consumption component, a standby component, and a capital improvement component; and

WHEREAS, Ordinance No. 2,227 established a freeze of the consumption component at the 2011-2012 fiscal year rate and charge for users of the Water System who utilize 20 or fewer units of water per month; and

WHEREAS, staff has analyzed the three components that are being charged to the Water System users and has identified potential savings while still meeting annual maintenance and operation cost, debt service expenses and projected capital expenses of the Water System.

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

Section 1. That the City Manager is authorized, after consultation with the City Controller and City Attorney, to adjust from time to time the rates and charges prescribed by Ordinance No. 2,182, as modified by Ordinance No. 2,227, so long as (i) there is no increase to any of the three components of the water rates, and (ii) the aggregate total of the three components will at all times be sufficient to meet the requirements of the section 6.09 of the Water Revenue Bond Indenture, Dated as of June 1, 2009, by and between the City of Compton and U.S. Bank, National Association, as Trustee.

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

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

ADOPTED this _____ day of _____, 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

September 24, 2013

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 1-3 OF CHAPTER I OF THE COMPTON MUNICIPAL CODE TO DEFINE AND DESIGNATE THE CITY OF COMPTON'S LAW ENFORCEMENT AGENCY(S) AUTHORIZED TO ENFORCE APPLICABLE SECTIONS OF THE COMPTON MUNICIPAL CODE

SUMMARY

The City Council will consider adopting an ordinance amending Section 1-3 ("Definitions") of Chapter I of the Compton Municipal Code to define and designate the City of Compton's local law enforcement agencies authorized to administer and enforce the provisions of applicable sections of the Compton Municipal Code ("CMC").

BACKGROUND

On July 10, 1957, the City Council of the City of Compton adopted Ordinance No. 856, which defines certain words and phrases to be used in the interpretation and application of other ordinances adopted within the Compton Municipal Code, unless otherwise specified.

At the time that Ordinance No. 856 was adopted the law enforcement agency authorized to enforce the local laws of the City of Compton was the then existing Compton Police Department, under the control and direction of the Chief of Police of the Compton Police Department. In or about September 2000, the City dissolved the Compton Police Department and began contracting with the Los Angeles County Sheriff's Department to provide law enforcement services for the City of Compton, including but not limited to enforcement of various local laws and regulations.

STATEMENT OF ISSUE

As indicated above, Section 1-3 (Definitions) was adopted in 1957, more than fifty-six (56) years ago, when the City's local law enforcement agency was the Compton Police Department, and thus, rightfully so identified within applicable sections of the CMC as the agency charged with enforcement of many of its

#11.

Staff Report Re Ordinance Amending
Compton Municipal Code Section 1-3 (Definitions)
September 24, 2013, page 2

provisions, too many to individually amend each Code section wherein the Compton Police Department and/or the Chief of Police is referenced.

Occasionally, concerns arise as to whether the City's current local law enforcement agency (i.e. the Los Angeles County Sheriff's Department) is authorized and required to administer and enforce applicable provisions of the CMC which identify the enforcing agency as the Compton Police Department. Thus, the attached Ordinance is essentially "housekeeping legislation" which amends Section 1-3 to define and designate that references within the CMC to the Compton Police Department shall mean the local law enforcement agency or agencies authorized to enforce the laws of the City of Compton and that references within the CMC to the Police Chief of the Compton Police Department shall mean the qualified designated representative of the local law enforcement agency or agencies authorized to enforce the laws of the City of Compton.

ALTERNATIVE

The City Council may decide not to adopt the proposed amendments to Section 1-3 of the CMC. The alternative would be to amend specific applicable Code section on a one-by-one basis as issues arise and/or due to the lack of sufficient office staffing, assess the financial feasibility of contracting out the project of reviewing the entire Code and present one comprehensive resolution for Council consideration that amends each applicable Code section.

FISCAL IMPACT

No direct fiscal impact is anticipated. However, adoption of the attached ordinance amending the general definitions section of the CMC (i.e. Chapter I) may save City Council and City staff time and resources that would be incurred in amending the multitude of specific applicable sections of the entire Code.

RECOMMEDATION

Staff recommends that the City Council adopt the attached Ordinance.

CRAIG J. CORNWELL
CITY ATTORNEY

CJC:RAR:rar

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 1-3 OF CHAPTER I OF THE COMPTON MUNICIPAL CODE TO DEFINE AND DESIGNATE THE CITY OF COMPTON'S LAW ENFORCEMENT AGENCY(S) AUTHORIZED TO ENFORCE APPLICABLE SECTIONS OF THE COMPTON MUNICIPAL CODE

WHEREAS, on July 10, 1957, the City Council of the City of Compton adopted Ordinance No. 856, which defines certain words and phrases to be used in the interpretation and application of other ordinances adopted within the Compton Municipal Code, unless otherwise specified; and

WHEREAS, at the time that Ordinance No. 856 was adopted the law enforcement agency authorized to enforce the local laws of the City of Compton was the then existing Compton Police Department, under the control and direction of the Chief of Police of the Compton Police Department; and

WHEREAS, in or about September 2000, the City dissolved the Compton Police Department and began contracting with the Los Angeles County Sheriff's Department to provide law enforcement services for the City of Compton, including but not limited to enforcement of certain local laws and regulations; and

WHEREAS, occasionally concerns arise as to whether the City's current local law enforcement agency (i.e. the Los Angeles County Sheriff's Department) is authorized and required to administer and enforce applicable provisions of the Compton Municipal Code because the sections may reference the Compton Police Department, thus the need to amend Section 1-3 to define and designate that references within the Compton Municipal Code to the Compton Police Department shall mean the local law enforcement agency or agencies authorized to enforce the laws of the City of Compton and that reference within the Compton Municipal Code to the Police Chief of the Compton Police Department shall mean the qualified designated representative of the local law enforcement agency or agencies authorized to enforce the laws of the City of Compton.

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

Section 1. That Section 1-3 (Definitions) of the Chapter I of the Compton Municipal Code is hereby amended by adding the following definitions:

Section 1-3. Definitions.

Add:

"Chief of Police" or "Chief of Police of the Compton Police Department" shall mean and include, unless otherwise specified, the qualified designated representative of the law enforcement agency or agencies authorized by the City to enforce the laws of the City of Compton and/or state of California within the jurisdiction of the City of Compton, who is authorized to exercise all the powers that are now, or may hereafter be conferred upon sheriffs and other police officers by the laws of the state of California.

"Compton Police Department" or "Police Department" or "Police Department of the City of Compton" shall mean and include, unless otherwise specified, the law enforcement agency or agencies authorized by the City to enforce the laws of the City of Compton and/or state of California within the jurisdiction of the City of Compton.

Section 2. Severability. That the City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance hereby adopted be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by any reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance hereby adopted shall remain in full force and effect.

Section 3. That this Ordinance shall take effect thirty (30) days after adoption by the City Council.

Section 4. That a copy of this Ordinance shall be filed in the offices of the City Clerk, City Manager, City Attorney, Municipal Law Enforcement Services Department and the Compton Station of the Los Angeles County Sheriff’s Department.

Section 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause the same to be published as required by law.

ADOPTED this _____ day of _____, 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, 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 this _____ day of _____, 2013.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 1-3 OF CHAPTER I OF THE COMPTON MUNICIPAL CODE TO DEFINE AND DESIGNATE THE CITY OF COMPTON’S LAW ENFORCEMENT AGENCY(S) AUTHORIZED TO ENFORCE APPLICABLE SECTIONS OF THE COMPTON MUNICIPAL CODE (FIRST READING)

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

9/10/2013 5:45:43 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

9/18/2013 5:25:37 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

9/18/2013 5:07:46 PM
DATE

Terrance C. Davis
CITY MANAGER

9/18/2013 12:17:49 PM
DATE

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

September 24, 2013

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

**SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING SECTION 7-7.2 OF CHAPTER VII OF THE COMPTON
MUNICIPAL CODE (PUBLIC LODGINGS)**

SUMMARY:

The City Council will consider adopting of an ordinance that will amend Section 7-7.2 of Chapter VII of the Compton Municipal Code (Public Lodgings), by adding lodging regulations regarding hotel and motel registration log inspections, fictitious name registration, repeated use and subletting restrictions.

BACKGROUND:

City of Compton law enforcement officials have determined that there is a significant increase in prostitution and other criminal activities near some motels and hotels located on Long Beach Boulevard in the City of Compton. There is a growing concern among City officials that hourly and short-term rental of motel and hotel rooms along with lax management foster prostitution and other criminal activities.

STATEMENT OF THE ISSUE:

Prostitution causes blight which affects the quality of life for a community. It also causes or contributes significantly to an increase in other criminal activity thereby taxing crime prevention and undermining the stability of residential neighborhoods, established businesses and commercial uses.

Typically, hotels and motels with poor guest screening and lax management practices are more likely to have adverse impacts resulting from certain criminal activities, including prostitution. In order to reduce prostitution and other criminal activities, and to make it more difficult for prostitutes to operate out of motels and hotels, a number of cities, including Los Angeles, San Diego, and Fresno have passed laws that prohibit hourly or half-night room rentals. Law enforcement officials in those cities indicate that an ordinance prohibiting hourly or half-night room rentals not only curtails prostitution in the neighborhood hotels and motels but also reduces secondary nuisances including drug use, drunkenness, theft, assaults, and excessive loud noise.

The attached ordinance will prohibit hotels and motels from renting by the hour and would also strengthen the City's current hotel and motel registration log regulations.

#12.

**Staff Report – Ordinance Amending Section 7-7.2 of Compton
Municipal Code to Add Hotel/Motel Registration Regulations
September 24, 2013, page 2**

ALTERNATIVE:

The City Council may decide not to adopt the proposed amendments to Section 7-7.2 of the Compton Municipal Code.

FISCAL IMPACT:

There is no anticipated negative fiscal impact, rather the belief that compliance with the proposed amendments may result in saving money that is being allocated to combat the criminal activities that may be the byproduct of lax management and short-term room rentals.

RECOMMENDATION:

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

**CRAIG J. CORNWELL
CITY ATTORNEY**

CJC:RAR:WM:wm

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING SECTION 7-7.2 OF CHAPTER VII OF THE COMPTON MUNICIPAL
CODE (PUBLIC LODGINGS)**

WHEREAS, Article XI, Section 5 of the California Constitution grants a charter city the power to make and enforce all ordinances and regulations with respect to municipal affairs unless preempted by state legislation on matters of statewide concern; and

WHEREAS, Article XI, Section 7 of the California Constitution grants a city the power to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, City of Compton law enforcement officials have determined that there is a significant increase in prostitution activities near some motels and hotels located on Long Beach Boulevard in the City of Compton; and

WHEREAS, there is a growing concern among law enforcement and City officials that hourly and short-term rental of motel and hotel rooms along with lax management foster prostitutes and other criminal activities; and

WHEREAS, prostitution causes blight, and contributes significantly to an increase in other criminal activity thereby taxing crime prevention and undermining the stability of residential neighborhoods, established businesses and commercial uses; and

WHEREAS, typically, hotels and motels with poor guest screening and lax management practices are more likely to have adverse impacts resulting from certain criminal activities, including prostitution; and

WHEREAS, to reduce prostitution and other criminal activities, and to make it more difficult for prostitutes to operate out of motels and hotels, a number of cities have passed laws that prohibit hourly or half-night room rentals; and

WHEREAS, stricter laws on hotel and motel maintenance of registration logs gives law enforcement enhanced ability to investigate possible criminal activity.

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

Section 1. That Section 7-7.2 of Chapter VII of the Compton Municipal Code is hereby amended to add Sections 7-7.2 (b) through 7-7.2 (f) to read as follows:

Section 7-7.2(b) *Alterations, Inspection of Register.* It shall be unlawful to erase a name or names or address or addresses or to permit such an erasure or to otherwise alter any entry on the register required by Compton Municipal Code Section 7-7.2 made for any purpose. Such register shall be at all times open to the inspection of any duly authorized representative of the City.

Section 7-7.2(c) *Registering Under Fictitious Name Prohibited.* No person shall write or cause to be written or knowingly permit to be written in any register in any motel, lodging house or hotel, any name or designation other than the true name of the person registering therein, or the name by which such person is generally known.

Section 7-7.2(d) *Repeated Use Prohibited.* No person conducting any motel, hotel or lodging house shall permit more than one (1) rental or occupancy of any room in said hotel, motel, or lodging house to commence between the hours of 6:00 a.m. of one (1) day and 6:00 a.m. of the following day.

Section 7-7.2(e) *Hourly Rates Prohibited.* No person or agent of such person conducting any hotel, motel or other lodging house shall let any room for sleeping or lodging purposes for hourly or other short-term rates (less than twenty-four (24) hours) or in any way advertise that any room is available at hourly or other short-time rate.

Section 7-7.2(f) *Subletting Prohibited.* No person hiring a room in any hotel, motel, or other lodging house in the City shall rent or sublet said room to any other person.

Section 2. That if any provision of this Ordinance is determined by any court of competent jurisdiction to be unconstitutional or otherwise invalid, such invalidity shall not affect the remaining provision of this Ordinance which can be implemented without the invalid provisions, and, to this end, the provisions of this Ordinance are declared to be severable.

Section 3. That this Ordinance shall take effect thirty (30) days after adoption by the City Council.

Section 4. That a copy of this Ordinance shall be filed in the offices of the City Clerk, City Manager , City Attorney, Business Tax and License Division, Code Enforcement Division, Planning and Economic Development Department, Building and Safety Department and the Los Angeles County Sheriff's Department, Compton Station.

Section 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause the same to be published as required by law.

ADOPTED this ____ day of _____, 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 Ordinance was adopted by the City Council of the City of Compton signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2013.

Ordinance No. _____
Page 3

That said Ordinance was adapted by the following vote, to wit:

AYES: COUNCIL MEMBERS—
NOES: COUNCIL MEMBERS—
ABSTAIN: COUNCIL MEMBERS—
ABSENT: COUNCIL MEMBERS—

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 7-7.2 OF CHAPTER VII OF THE COMPTON MUNICIPAL CODE (PUBLIC LODGINGS) (FIRST READING

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

9/10/2013 5:46:00 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

9/18/2013 5:29:59 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

9/18/2013 5:08:12 PM
DATE

Terrance C. Davis
CITY MANAGER

9/18/2013 12:18:07 PM
DATE

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

September 24, 2013

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ADDING SECTION 4-15 TO CHAPTER IV OF THE COMPTON MUNICIPAL CODE ESTABLISHING A “FIRST SOURCE HIRING PROGRAM” FOR CITY-WIDE INFRASTRUCTURE IMPROVEMENT PROJECTS

SUMMARY:

The Mayor has requested that an ordinance be brought forth for City Council consideration that will establish a “First Source Hiring Program” for City-funded infrastructure improvement projects that essentially will require contractor to hire, unless justifiably excused, at least 50% of local, qualified residents if awarded the contract. Financial incentives may be available for contractors of privately-funded construction projects within the City that comply with employing at least 50% of local, qualified residents.

BACKGROUND:

According to the California State Employment Development Department (“CSEDD”), the City of Compton’s unemployment rate as of June 2013 is 17.4%. Such a rate is more than double that of the State of California and has decreased the City’s economic vitality, while also threatening the social welfare of the community.

The increasing unemployment rate of the City of Compton (“City”) has both decreased the wealth of the community and hampered local economic growth. In order to combat against the threat of urban blight, the City seeks to decrease its unemployment rate by establishing a “First Source Hiring Program.” In light of the recent proliferation of new construction developments within the community, the “First Source Hiring Program” requires that contractors hired by the City for construction projects funded entirely or partially by the City, employ up to 50% of local residents.

Other contractors that are not required to participate in the “First Source Hiring Program” may volunteer to do so for a construction tax rebate. The implementation of this Program will provide jobs for local residents, decrease the City’s devastating unemployment rate, and contribute to the economic and social welfare of the community.

STATEMENT OF THE ISSUE:

Currently, the City is facilitating various infrastructure improvement developments such as the construction of commercial, retail, and residential developments in certain areas within the community. In consideration of these new projects, concerns have been raised by the community about whether such developments would foster employment opportunities for local residents. The Compton Municipal Code does not establish any type of process or procedure that may be used to decrease the City's unemployment rate. Therefore, the proposed ordinance establishes the "First Source Hiring Program" to increase employment opportunities for local residents. The policies and procedures of the program are to be stated in full in a First Source Hiring Agreement that must be approved by the City Council, signed by both parties, and implemented and enforced by the City Manager or specified City designee through the Local Resource Center.

The "First Source Hiring Program" requires contractors hired by the City for construction projects funded entirely, or partially, by the City to hire up to 50% of local residents. Any contractors that are privately funded, and not receiving any financial assistance from the City, are not required to participate in the program, but may however volunteer to employ up to 50% of local residents for a construction tax rebate.

FISCAL IMPACT:

Anticipated financial impact to City resources is unknown at this time. Anticipated positive impact is possible decrease in unemployment rates for the City residents.

RECOMMENDATION:

It is recommended that the City Council approve the attached Ordinance.

CRAIG J. CORNWELL
CITY ATTORNEY

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ADDING SECTION 4-15 TO CHAPTER IV OF THE COMPTON MUNICIPAL CODE ESTABLISHING A “FIRST SOURCE HIRING PROGRAM” FOR CITY- WIDE INFRASTRUCTURE IMPROVEMENT PROJECTS.

WHEREAS, the City of Compton (“the City”) is committed to restoring, increasing, and maintaining the community’s economic wealth and vitality by creating opportunities that allow local residents and businesses to invest in the development of physical and social infrastructures; and

WHEREAS, the lack of such investment opportunities evidenced by increasing rates of unemployment and underemployment does not yield a return in local economic growth and therefore contributes directly to urban blight; and

WHEREAS, according to the June 2013 statistics recorded by the California State Employment Development Department (“CSEDD”), the State of California holds one of the highest unemployment rates in the nation at 8.5%; and

WHEREAS, the City’s unemployment rate for June 2013, according to the CSEDD, is more than double that of the State of California at 17.4%. Consequently, such a devastating unemployment rate has decreased the City’s economic vitality and threatened the social welfare of the community; and

WHEREAS, Article XI, Section 5 of the California Constitution grants a charter city the power to make and enforce all ordinances and regulations with respect to municipal affairs unless preempted by state legislation on matters of statewide concern; and

WHEREAS, Article XI, Section 7 of the California Constitution grants a city the power to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the Compton Municipal Code (“Municipal Code”) is silent with regard to any establishment of any program(s) to address the City’s severe unemployment and underemployment issues; and

WHEREAS, the United States Supreme Court has affirmed in the case of *White v. Massachusetts Council of Const. Emp’rs, Inc.* (1983) 460 U.S. 204, 103 S.Ct. 1042, that municipal ordinances requiring contractors to employ at least 50% of local residents for community infrastructure projects funded entirely by the city are constitutionally permissible; and

WHEREAS, the City is currently facilitating various infrastructure improvement projects such as the construction of commercial, retail, and residential developments in certain areas within the community; and

WHEREAS, concerns have been raised about whether such developments would foster employment opportunities for local residents; and

WHEREAS, the availability of employment opportunities for local residents in these infrastructure improvement projects would generate income for the unemployed/underemployed, resulting in increased consumerism that would expand the City’s tax base and the overall wealth of the community; and

WHEREAS, lowering the City’s unemployment rate enhances the social well-being of local residents and prevents the destabilization of the community at large; and

WHEREAS, it is the intent of this City Council, by adopting this Ordinance, to decrease the City’s extreme unemployment rate by increasing employment opportunities for local residents by establishing a “First Source Hiring Program” that

requires certain contractors hired for city-wide infrastructure projects to employ up to 50% of Compton residents to better increase the City’s economic vitality and to better provide for the public welfare.

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

Section 1. That Chapter IV of the Compton Municipal Code is hereby amended to add Section 4-15 (titled “**First Source Hiring Program**”) to read as follows:

Section 4-15 “First Source Hiring Program.”

Section 4-15.1 Legislative Purpose and Findings. The City Council finds that the City’s unemployment rate of 17.4% has hampered the economic vitality of the community and has decreased the social welfare of local residents. In order to combat the presence of urban blight and prevent the destabilization of the City at large, the declared purpose of this Section is to increase employment opportunities for local residents by establishing a “First Source Hiring Program” that requires certain contractors to employ up to 50% of local residents for eligible infrastructure developments within the City as stated in this Section.

Section 4-15.2 Definitions. The following terms and phrases, whenever used in this Section, shall be construed as defined in this Section:

“**City**” means the City of Compton, California.

“**City-funded Construction Project**” means any construction project in the excess of One Million Dollars (\$1,000,000) that is partially or entirely funded by the City.

“**Construction Project**” means the building, enlargement, expansion, or rehabilitation of any structure, or any portion thereof, and includes, without limitation, alterations of existing structure, where such work both (1) requires a building permit and (2) includes work performed by contractors that are subject to the Contractors State License Law.

“**Contractor**” means a person/entity that proposes to undertake and execute activities as related to a construction project.

“**First Source Hiring Agreement**” means an agreement entered into between a contractor and the City that implements the “First Source Hiring Program” provisions set forth in this Section.

“**First Source Hiring Program**” means the provisions of this Section and any guidelines or policies adopted by the City to implement this Section.

“**Local Resident**” means any person who resides in the City of Compton.

“**Local Resource Center**” means a City department that will facilitate “First Source Hiring Program” procedures and activities for City-funded or private construction projects.

“**Private Construction Project**” means any construction project that is not funded by the City in any form or fashion.

Section 4-15.3 Administration of the “First Source Hiring Program.”

(a) The “First Source Hiring Program” requires all contractors

Ordinance No. _____

Page 3

hired by the City for City-funded construction projects to make a good faith effort to employ up to 50% of local residents for available job openings.

(b) Those contractors facilitating private construction projects are not required to comply with the “First Source Hiring Program”. However, they may volunteer to participate and receive construction tax rebates as an incentive to employ local residents for a construction project.

(c) Contractors for City-funded construction projects and contractors for private construction projects that volunteer to participate in the “First Source Hiring Program” shall both enter into a First Source Hiring Agreement for the duration of the proposed construction project. The agreement shall be passed via resolution by the City and implemented by the City Manager or a specified City designee.

(d) Both contractors who are required, or who volunteer to participate in the “First Source Hiring Program”, may achieve their local resident hiring goal by either utilizing the Local Resource Center or their own hiring methodology, providing that such is a reasonable approach.

(e) Failure of all required and participating contractors to adhere to the policies and procedures of the “First Source Hiring Program” set forth in the First Source Hiring Agreement may be considered in breach of contract and subject to the penalties set forth in the relevant Sections of the Compton Municipal Code.

Section 4-15.4 Applicability of the First Source Hiring Agreement to Contractors for City-funded Construction Projects.

(a) Prior to the hiring of employees for City-funded construction projects, the contractor shall notify the Local Resource Center of the following information:

(1) The number of available job openings;

(2) A description of such vacancies including, but not limited to job qualifications and expectations, work salary and schedule, duration of employment, required standards of appearance, and any other special requirements (e.g. language skills, drivers’ license, etc.); and

(3) Whether it is requested that the Local Resource Center provide the contractor with a pool of job applicants who are local residents and qualified to meet the specific needs of contractors for the development project.

(b) Should the contractor opt to use their own hiring processes in order to comply with the program, the Local Resource Center shall not be responsible for the recruitment of targeted local resident applicants. However, the Local Resource Center shall continue to ensure that the contractor is adhering to the policies and procedures of the “First Source Hiring Program” as set forth in the First Source Hiring Agreement.

(c) Once the Local Resource Center has been notified, the contractor and a specified City designee would meet and confer to review the rules and regulations the contractor must follow in order to comply with the First Source Hiring Agreement.

(d) The First Source Hiring Agreement, as it relates to the contractors referred to in this Section, shall at minimum address the following:

- (1) The minimum percentage of construction-related payroll that must be accomplished with local resident employee hours;
 - (2) Definition of “good faith efforts”, compliance and required procedures the contractor must follow in order to fulfill the requirements of the “First Source Hiring Program”;
 - (3) Required record-keeping, documentation, and reporting frequency for demonstrating a contractor’s compliance with the First Source Hiring Agreement; and
 - (4) The schedule within which the above referenced procedures must be completed.
- (e) In the event that the contractor has not met the hiring goal, as established between City and the contractor, the City may require the contractor to provide reasons why it has not met the goal and the City may determine, considering the totality of the circumstances, whether the contractor has nonetheless breached the agreement.
- (f) If it is determined that the contractor has breached the agreement, any funds and other valuable consideration provided to the contractor shall become due and payable according to the guidelines set forth in the First Source Hiring Agreement.

Section 4-15.5 Applicability of the First Source Hiring Agreement to Contractors for Private Construction Projects.

- (a) Contractors that are hired for private construction projects are not required to comply with the “First Source Hiring Program” and the guidelines and responsibilities set forth in the First Source Hiring Agreement, unless they volunteer to participate in the program for a construction tax rebate.
- (b) Prior to the hiring of employees for private construction projects, the contractor shall notify the Local Resource Center of its desire to participate in the “First Source Hiring Program”, in addition to the information stated in Section 4-15.4, above.
- (c) Once the Local Resource Center has been notified, the contractor and a specified City designee would meet and confer to review the rules and regulations the contractor must follow in order to comply with the First Source Hiring Agreement.
- (d) The First Source Hiring Agreement, as it relates to the contractors referred to in this Section, shall at minimum address the following:
- (1) The tax rebate amount the contractor is eligible for depending on the minimum percentage of construction-related payroll that must be accomplished with local resident employee hours;
 - (2) Definition of “good faith efforts”, compliance and required procedures the contractor must follow in order to fulfill the requirements of the “First Source Hiring Program”;
 - (3) Required record-keeping, documentation, and reporting frequency for demonstrating a contractor’s compliance with the First Source Hiring Agreement; and

Ordinance No. _____

Page 5

(4) The schedule within which the above referenced procedures must be completed.

(e) In the event that the contractor has not met the hiring goal, as established between both the contractor and the City designee, the City may require the contractor to provide reasons why it has not met the goal and the City may determine, considering the totality of the circumstances, whether the contractor has nonetheless breached the agreement.

(f) If it is determined that the contractor has breached the agreement, any funds and other valuable consideration provided to the contractor shall become due and payable according to the guidelines set forth in the First Source Hiring Agreement.

Section 4-15.6 Applicability of the First Source Hiring Agreement to the Local Resource Center.

(a) Once a contractor of either a City-funded construction project or a private construction project has notified the Local Resource Center of the requisite information and has met and conferred with a City designee as stated in Sections 4-15.4 and 4-15.5, above, the Local Resource Center must abide by the rules and regulations as set forth by the First Source Hiring Agreement.

(b) The First Source Hiring Agreement, as it applies to the Local Resource Center, shall address at minimum the following:

(1) Developing effective outreach, education, and recognition of contractors that participate in the “First Source Hiring Program”;

(2) The process of how the targeted local resident hiring applicants that qualify for job openings will be referred to the contractor, and subsequently hired;

(3) Requisite procedures that must be followed in the implementation of a customized job training program that would provide specialized training, requested by the contractor, for applicants they intend to hire tailored to the employer’s particular needs;

(4) How to monitor the progress of local-resident employees in the “First Source Hiring Program”;

(5) The process of assisting contractors with reporting documentation and responsibilities; and

(6) A schedule of when the preparation and submission of compliance reports are due.

(c) Failure of the City to implement any of the activities described in this Section shall not excuse the performance of a contractor of the obligations set forth in the applicable provisions of the First Source Hiring Agreement.

Section 4-15.7. Existing Nonconforming Uses. Any contracts for City-funded construction projects existing with the City prior to the adoption of this Ordinance are not required to comply with the “First Source Hiring Program” and are not subject to the rules and regulations of the First Source Hiring Agreement.

Section 2. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this ordinance, or the application to any person or circumstances, is for any reason held to be invalid or unenforceable, such invalidity or

unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases of this ordinance, or its application to any other person or circumstance. The City Council of the City of Compton hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespectively of the fact that any one or more other sections, subsections, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Section 3. Savings Clause. Neither the adoption of this Ordinance nor the repeal of any other ordinance of this City shall in any manner affect the prosecution for violations of ordinances, which violations were committed prior to the effective date hereof, nor be construed as a waiver of any license or penalty or the penal provisions applicable to any violation thereof. The provisions of this Ordinance by the City relating to the same subject matter shall be construed as restatements and continuations, and not as new enactments.

Section 4. That a copy of this Ordinance shall be filed in the offices of the City Clerk, City Manager, City Attorney and all other City departments and agencies.

Section 5. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause the same to be published as required by law.

Section 6. That this Ordinance shall take effect thirty (30) days after adoption by the City Council.

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, City Clerk of the City of Compton hereby certify that the foregoing Ordinance was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2013.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ADDING SECTION 4-15 TO CHAPTER IV OF THE COMPTON MUNICIPAL CODE ESTABLISHING A “FIRST SOURCE HIRING PROGRAM” FOR CITY-WIDE INFRASTRUCTURE IMPROVEMENT PROJECTS (FIRST READING)

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

9/19/2013 11:19:03 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

9/19/2013 12:02:25 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

9/19/2013 11:50:47 AM
DATE

Terrance C. Davis
CITY MANAGER

9/19/2013 11:40:39 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 24, 2013

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: RENEA FERRELL, GRANTS MANAGER
CITY MANAGER'S OFFICE**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE ADOPTION OF SUBSTANTIAL AMENDMENTS TO
THE CITY OF COMPTON'S FISCAL YEARS 2011-2012, 2012-2013 AND
2013-2014 ANNUAL ACTION PLAN OF THE CONSOLIDATED PLANS
BY REALLOCATING UNUSED CDBG FUNDS, ESG FUNDS AND
UPDATED CITIZEN PARTICIPATION PLAN**

SUMMARY

Staff would like Council to receive citizen comments and adopt the resolution approving the City's proposed substantial amendments to its HUD-mandated Fiscal Years 2011-2012, 2012-2013 and 2013-2014 Annual Action Plans of the Consolidated Plans, as well as authorize the City Manager to enter into an agreement with the proposed agencies.

BACKGROUND

The City of Compton is proposing substantial amendments to its Fiscal Years 2011-2012, 2012-2013 and 2013-2014 Annual Action Plans of the Consolidated Plans. These Action Plans outline the City of Compton's planned uses of the Community Development Block Grant (CDBG), Home Investment Partnership (HOME) and Emergency Solutions Grant (ESG) programs. These programs are funded by the U.S. Department of Housing and Urban Development (HUD). The substantial amendment being proposed are those modifications involving a change in use, purpose, scope, location and/or funding amounts. The City has followed HUD's regulation for substantial amendments as well as the City's Citizen Participation Plan.

The City's Citizen Participation Plan is a requirement by HUD, to provide citizens with reasonable advance notice of an opportunity to comment on the Action Plan and Consolidated Plan proposed activities.

STATEMENT OF ISSUE

The City proposes to reallocate unexpended funds in the amount of \$9,320.00 (CDBG) and \$194,883.00 (ESG) from prior and/or current year projects.

#14.

The following is a detailed list of the proposed changes:

a. Re-allocation of CDBG program funds FROM projects with unexpended balances

FY 2012-13

Graffiti Removal: \$7,486.00 (CDBG)

These funds were allocated to Public Works to cover the cost associated with personnel designated for the graffiti removal program. The City received funds from another funding source that was best suited for the graffiti removal program. No CDBG funds were used. This project has been cancelled and \$7,486 remains unexpended in the account.

El Nido Family Centers: \$1,834.00 (CDBG)

These funds were allocated to provide individual and group counseling to high-risk young youth within the City. In FY 2012-2013 El Nido Family Centers was funded \$48,074, after the project was completed \$1,834 remained unexpended.

Re-allocation of CDBG program funds TO new and/or existing projects

The City proposes to reallocate the above listed unexpended CDBG, ESG and Section 108 funds to the following new and/or existing projects:

Job Training Program- Careerlink (new): \$9,320.00

These funds will go towards the cost to cover personnel who handle the Job Training Program in the Careerlink Department.

b. Re-allocation of ESG program funds FROM projects with unexpended balances

FY 2011-12

Los Angeles Homeless Services Authority: \$37,674.00

These funds were allocated to the LAHSA agency to provide services to sheltered and unsheltered persons as well as those at risk of homelessness. At the end of the contract, \$37,674.00 remained unexpended.

FY 2012-13

Los Angeles Homeless Services Authority: \$45,031.00

These funds were allocated to the LAHSA agency to provide services to sheltered and unsheltered persons as well as those at risk of homelessness. At the end of the contract, \$45,031.00 remained unexpended.

FY 2013-14

Los Angeles Homeless Services Authority: \$112,178.00

These funds were allocated to the LAHSA agency to provide services to sheltered and unsheltered persons as well as those at risk of homelessness. The City plans to continue these services through direct providers, Volunteers of America and Compton Welfare Rights. The agencies responsibilities have changed and \$112,178 remains unexpended in the account.

Re-allocation of ESG program funds TO new and/or existing projects

FY 2013-14

Volunteers of America (existing project, different agency): \$120,677.00

These funds will go towards identifying sheltered and unsheltered homeless persons, as well as those at risk of homelessness, and provide the services necessary to help those persons quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness. These services include emergency shelters, essential supportive services (i.e., case management, physical and mental health treatment, substance abuse counseling, etc.), street outreach, homeless prevention, rapid re-housing and administration.

Compton Welfare Rights (existing project): \$69,406.00

This activity remains the same as previously approved in the City's Annual Action Plan for FY 2013-2014, however they will report directly to the City instead of the Los Angeles Homeless Services Authority. These funds will go towards sheltering homeless women and women with children in the community, as well as provide support services.

Los Angeles Homeless Services Authority (existing project): \$4,800.00

This activity remains the same as previously approved in the City's Annual Action Plan for FY 2013-2014, however LAHSA will no longer be the City's provider for ESG primary services. These funds were allocated to the LAHSA agency to provide Homeless Management Information Services (HMIS) data entry services.

The City's Participation Plan has been updated to include the following changes: Allow administration to facilitate minor modifications to move forward in implementing the City's approved Action Plan.

ALTERNATIVES

The Council has the authority to change the implementation of the HUD funded programs. If the Council decides against allocating the funds towards proposed projects, the City would have to expend General Fund dollars to implement these activities.

#14.

FISCAL IMPACT

This resolution will have no impact on the General Fund. The FY 2013-2014 budget will be amended as follows:

- a. Move unexpended funds from prior years to current year by increasing expenditures and revenues.

CDBG

Increase Expenditure:

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2800-72A-144-4101	Permanent Salaries	\$7,486.00
2800-510-A23-4289	Contribution to Other Agencies	<u>\$1,834.00</u>
	Total:	\$9,320.00

Increase Revenue:

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2800-000-000-3583	HUD Revenue	<u>\$9,320.00</u>
	Total:	\$9,320.00

ESG

Increase Expenditure

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2801-510-000-4289	Contribution to Other Agencies	<u>\$82,705.00</u>
	Total:	\$82,705.00

Increase Revenue:

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2801-000-000-3583	HUD Revenue	<u>\$82,705.00</u>
	Total:	\$82,705.00

- b. Re-allocate the funds as follows:

CDBG

From:

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2800-72A-144-4101	Permanent Salaries	\$7,486.00
2800-510-A23-4289	Contribution to Other Agencies	<u>\$1,834.00</u>
	Total:	\$9,320.00

To:

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2800-81B-123-4101	Permanent Salaries	<u>\$9,320.00</u>
	Total:	\$9,320.00

As for the FY 2013-2014 ESG \$112,178 allocation, no changes need to be made, since all agency payments are placed under “contributions to other agencies”.

RECOMMENDATIONS

Staff recommends that the Mayor and Council Members adopt the attached resolution.

**RENEA FERRELL
GRANTS MANAGER**

APPROVED AS TO FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE ADOPTION OF SUBSTANTIAL
AMENDMENTS TO THE CITY OF COMPTON'S FISCAL YEARS
2011-2012, 2012-2013 AND 2013-2014 ANNUAL ACTION PLAN OF
THE CONSOLIDATED PLANS BY REALLOCATING UNUSED CDBG
FUNDS, ESG FUNDS AND UPDATED CITIZEN PARTICIPATION
PLAN**

WHEREAS, the City of Compton is proposing to substantially amend its HUD-mandated fiscal year's 2011-2012, 2012-2013 and 2013-2014 Annual Action Plan of the Consolidated Plans; and

WHEREAS, the City's Action Plan outlines its planned uses of the Community Development Block Grant (CDBG), Home Invest Partnership (HOME) and Emergency Solutions Grant (ESG); and

WHEREAS, the City has conducted its substantial amendment process in accordance with the U.S. Department of Housing and Urban Development (HUD) regulations and the City's Citizen Participation Plan; and

WHEREAS, a public hearing was conducted on the proposed amendments on September 24, 2013; and

WHEREAS, the City Council has received all testimony and been fully informed of citizens views; and

WHEREAS, the City Council approved the City Manager to enter into a contract with the below listed agencies and companies; and

WHEREAS, the proposed substantial amendments will be accounted for in the City of Compton FY 2013-2014 Budget.

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

Section 1. That the City Council shall adopt the proposed substantial amendment to the fiscal years 2011-2012, 2012-2013 and 2013-2014 Annual Action Plans of the Consolidated Plan, as follows:

The following is a detailed list of the proposed changes:

a. Re-allocation of CDBG program funds FROM projects with unexpended balances

FY 2012-13

Graffiti Removal: \$7,486.00 (CDBG)

These funds were allocated to Public Works to cover the cost associated with personnel designated for the graffiti removal program. The City received funds from another funding source that was best suited for the graffiti removal

program. No CDBG funds were used. This project has been cancelled and \$7,486 remains unexpended in the account.

El Nido Family Centers: \$1,834.00 (CDBG)
These funds were allocated to provide individual and group counseling to high-risk young youth within the City. In FY 2012-2013 El Nido Family Centers was funded \$48,074, after the project was completed \$1,834 remained unexpended.

Re-allocation of CDBG program funds TO new and/or existing projects

The City proposes to reallocate the above listed unexpended CDBG, ESG and Section 108 funds to the following new and/or existing projects:

Job Training Program- Careerlink (new): \$9,320.00
These funds will go towards the cost to cover personnel who handle the Job Training Program in the Careerlink Department.

b. Re-allocation of ESG program funds FROM projects with unexpended balances

FY 2011-12

Los Angeles Homeless Services Authority: \$37,674.00
These funds were allocated to the LAHSA agency to provide services to sheltered and unsheltered persons as well as those at risk of homelessness. At the end of the contract, \$37,674.00 remains unexpended.

FY 2012-13

Los Angeles Homeless Services Authority: \$45,031.00
These funds were allocated to the LAHSA agency to provide services to sheltered and unsheltered persons as well as those at risk of homelessness. At the end of the contract, \$45,031.00 remains unexpended.

FY 2013-14

Los Angeles Homeless Services Authority: \$112,178.00
These funds were allocated to the LAHSA agency to provide services to sheltered and unsheltered persons as well as those at risk of homelessness. The City plans to continue these services through direct providers, Volunteers of America and Compton Welfare Rights. The agencies responsibilities have changed and \$112,178 remains unexpended in the account.

Re-allocation of ESG program funds TO new and/or existing projects

FY 2013-14

Volunteers of America (existing project, different agency): \$120,677.00
These funds will go towards identifying sheltered and unsheltered homeless persons, as well as those at risk of homelessness, and provide the services necessary to help those persons quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness. These services include emergency shelters, essential supportive services (i.e., case management, physical and mental health treatment, substance abuse counseling, etc.), street outreach, homeless prevention, rapid re-housing and administration.

Compton Welfare Rights (existing project): \$69,406.00
This activity remains the same as previously approved in the City’s Annual Action Plan for FY 2013-2014, however they will report directly to the City instead of the Los Angeles Homeless Services Authority. These funds will go towards sheltering homeless women and women with children in the community, as well as provide support services.

Los Angeles Homeless Services Authority (existing project): \$4,800.00
This activity remains the same as previously approved in the City’s Annual Action Plan for FY 2013-2014, however LAHSA will no longer be the City’s provider for ESG primary services. These funds were allocated to the LAHSA agency to provide Homeless Management Information Services (HMIS) data entry services.

The City’s Participation Plan has been updated to include the following changes: Allow administration to facilitate minor modifications to move forward in implementing the City’s approved Action Plan.

Section 2. The FY 2013-2014 budget will be amended as follows:

- a. Move unexpended funds from prior years to current year by increasing expenditures and revenues.

CDBG

Increase Expenditure:

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2800-72A-144-4101	Permanent Salaries	\$7,486.00
2800-510-A23-4289	Contribution to Other Agencies	\$1,834.00
Total:		\$9,320.00

Increase Revenue:

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2800-000-000-3583	HUD Revenue	\$9,320.00
Total:		\$9,320.00

RESOLUTION NO. _____
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ESG

Increase Expenditure

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2801-510-000-4289	Contribution to Other Agencies	<u>\$82,705.00</u>
Total:		\$82,705.00

Increase Revenue:

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2801-000-000-3583	HUD Revenue	<u>\$82,705.00</u>
Total:		\$82,705.00

CDBG

b. Re-allocate the funds as follows:

From:

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2800-72A-144-4101	Permanent Salaries	\$7,486.00
2800-510-A23-4289	Contribution to Other Agencies	<u>\$1,834.00</u>
Total:		\$9,320.00

To:

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2800-81B-123-4101	Permanent Salaries	<u>\$9,320.00</u>
Total:		\$9,320.00

As for the FY 2013-2014 ESG \$112,178 allocation, no changes need to be made, since all agency payments are placed under “contributions to other agencies”.

Section 3. That on the advice of the City Attorney, the City Manager is authorized to execute the amendments to the Fiscal Years 2011-2012, 2012-2013 and 2013-2014 Annual Action Plan of the Consolidated Plan in accordance with HUD regulations as well as City regulations related to the projects.

Section 4. That on the advice of the City Attorney, the City Manager is authorized to enter into agreements and implement all programs under the FY 2013-2014.

Section 5. That a copy of this resolution shall be filed in the office of the City Manager, City Controller, City Attorney, Careerlink and City Clerk.

RESOLUTION NO. _____
Page 5

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 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



City of Compton

HUD CPD Programs Citizen Participation Plan

Grants Management Division
205 S. Willowbrook Avenue, Compton,
California 90220

City of Compton

Citizen Participation Plan

As required by the Department of Housing and Urban Development (HUD) regulations found at 24 CFR Part 91.105 "Citizen Participation Plan," this Citizen Participation Plan sets forth Compton's policies and procedures for citizen participation with respect to Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs and the following Consolidated Plan Documents:

- Citizen Participation Plan
- Five-Year Consolidated Plan
- Annual Action Plan
- Consolidated Annual Performance and Evaluation Report (CAPER)
- Analysis of Impediments to Fair Housing Choice (AI)

The requirements for citizen participation do not restrict the responsibility or authority of the jurisdiction for the development and execution of the above-mentioned activities and documents.

The minimum annual number of public hearings before the City Council at which citizens may express their views concerning the Consolidated Plan Documents shall be two (2) public hearings. These public hearings shall occur during the 1.) the Needs Assessment process and 2.) during the review and approval of the Annual Action Plan and for the Consolidated Annual Performance and Evaluation Report. Additional public hearings may be conducted as necessary at the discretion of the City Manager and the City Council.

Additional public hearings and comment periods will be held to reflect activities including, but not limited to, substantial amendments to the Citizen Participation Plan, Consolidated Plan, or Action Plan and development of the Consolidated Plan.

A. Encouragement of Citizen Participation

Compton provides for and encourages citizens to participate in the development of the Citizen Participation Plan, Consolidated Plan, Action Plan, CAPER and AI. The City encourages participation by low- and moderate-income persons, particularly those living in slum and blighted areas and in areas where CDBG and HOME funds are proposed to be used, and by residents of predominantly low- and moderate-income neighborhoods. The City will also take whatever actions are appropriate to encourage the participation of all its citizens, including minorities and non-English speaking persons, as well as persons with disabilities.

The city defines predominately low- and moderate-income neighborhoods as those in which 51% of the residents have incomes at or below 80% of area median income.

In addition, the City encourages the participation of local and regional institutions, the Los Angeles Continuum of Care and other organizations (including businesses, developers, nonprofit organizations, philanthropic organizations, and community-based and faith-based organizations) in the process of developing, amending, and implementing the Consolidated Plan.

Furthermore, the City encourages, in conjunction with consultation with the Compton Housing Authority ("Housing Authority"), the participation of residents of public and assisted housing

developments located within the City limits, in the process of developing and implementing the Consolidated Plan, along with other low-income residents of targeted revitalization areas in which the developments are located. The City will provide information to the Housing Authority about consolidated plan activities related to its developments and surrounding communities so that the Housing Authority can make this information available at the annual public hearing required for their Public Housing Authority (PHA) Plan.

The City may also explore alternative public involvement techniques and quantitative ways to measure efforts that encourage citizen participation in a shared vision for change in communities and neighborhoods, and the review of program performance as directed by the City Manager.

Unless otherwise noted in this document, all communication regarding the Citizen Participation Plan and the Consolidated Plan documents should be directed to:

Grants Manager
Grants Management Division
205 S. Willowbrook Avenue
Compton, California 90220
(310) 761-1406

B. Citizen Participation Plan

The following describes the process and procedures related to the development of the Citizen Participation Plan.

1. Plan Development

The City shall follow the following procedure in the drafting and adoption of the Citizen Participation Plan:

a. Plan Considerations

As a part of the Citizen Participation Plan process, and prior to the adoption of the Consolidated Plan, the City will make available the information required by HUD. This information will be made available to citizens, public agencies, and other interested parties.

b. Plan Review and Comment

The draft Citizen Participation Plan shall be made available for public review for a 30-day period prior to City Council consideration. The Citizen Participation Plan shall be provided in a format accessible to persons with disabilities upon request. Such formats may include, but are not limited to providing oral, Braille, electronic or large print versions of the plan to those visually impaired and delivering copies to those who are homebound.

The plan will encourage comment and participation by minority and non-English speakers. Publication of the plan will be advertised in necessary non-English languages and translation services will be available upon request.

The plan will encourage comment and participation by low- and moderate-income residents, especially those living in low- and moderate-income neighborhoods and in areas where CDBG funds are proposed to be used. Activities to encourage participation may include, but are not

limited to, advertising publication of the Citizen Participation Plan in target areas, hosting community meetings in target areas, and making copies of the plan available in these neighborhoods.

Written comments will be accepted by the Grants Manager or designee during the public review period. A summary of all written comments and those received during the public hearing as well as the City's responses will be attached to the Citizen Participation Plan prior to submission to HUD.

Copies will be made available following the process described in Section G of this document.

c. Public Hearing

The City Council shall conduct a public hearing to accept public comments on the draft Citizen Participation Plan prior to its approval and submittal to HUD. After public comments are heard and considered by the City Council, the City Council may approve or reject the Citizen Participation Plan.

d. Submittal to HUD

The Citizen Participation Plan shall be approved as a stand-alone document and shall be submitted to HUD with a summary of all written comments and those received during the public hearing as well as the City's responses and proof of compliance with the minimum 30-day public review and comment period requirement. A summary of any comments or views not accepted and the reasons therefore shall be supplied to HUD as applicable.

2. Amendments

The City shall follow the following procedure to amend the Citizen Participation Plan, as needed:

a. Amendment Considerations

The City shall amend the Citizen Participation Plan, as necessary, to ensure adequate engagement and involvement of the public in making decisions related to the programs and documents governed by 24 CFR Part 91. Formal amendment of the Citizen Participation Plan may be required should a provision of the Citizen Participation Plan be found by the City Manager to conflict with HUD regulations.

b. Public Review and Comment

Amendments to the Citizen Participation Plan shall be made available for public review for a 30-day period prior to City Council consideration. A public hearing shall be conducted by the City Council at a regularly scheduled meeting so that citizens may express their views prior to City Council consideration. Written comments will be accepted by the Grants Manager or designee during the public review period. A summary of all written comments and those received during the public hearing as well as the City's responses will be attached to the amended Citizen Participation Plan prior to submission to HUD.

Edits to the plan that only include updated contact information will not be released for public review and comment. Copies will be made available following the process described in Section G of this document.

c. Public Hearing

The City Council shall conduct a public hearing to accept public comments on the draft amendment to the Citizen Participation Plan prior to its approval and submittal to HUD. After public comments are heard and considered by the City Council, the City Council may approve or reject the amendment to the Citizen Participation Plan.

Public hearings will follow the process set forth in Section G of this document.

d. Submittal to HUD

A copy of the Amended Citizen Participation Plan, including a summary of all written comments and those received during the public hearing as well as the City's responses and proof of compliance with the minimum 30-day public review and comment period requirement shall be submitted to HUD for their records. A summary of any comments or views not accepted and the reasons therefore shall be supplied to HUD as applicable.

3. Plan Access and Comments

The approved Citizen Participation Plan will be kept on file by the Grants Management Division, 205 S. Willowbrook Avenue, Compton, California 90220 and online at www.comptoncity.org and can be made available to those requesting the plan. Upon request, the approved plan will be made available in a manner accessible to non-English speakers or those with disabilities.

The process for submitting comments or complaints on the approved Citizen Participation Plan is set forth in Section I of this document.

C. Five-Year Consolidated Plan

The following describes the process and procedures related to the development of the Five-Year Consolidated Plan. To comply with 24 CFR Part 91.105(b), the information supplied in the Consolidated Plan will include:

- Amount of assistance the City expects to receive (grant funds and program income);
- Range of activities that may be undertaken; and
- Estimated amount of funding that will benefit low- and moderate-income persons.

The City shall also provide an assessment of community development and housing needs, identify short term and long term community development objectives directed toward the provision of decent housing and the expansion of economic opportunities primarily for persons of low- and moderate-income.

Additionally, the City must attest to its compliance with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24, as effectuated by the City's adopted Residential Anti-Displacement and Relocation Assistance Plan, as required under Section 104(d) of the Housing and Community Development Act of 1974, as amended. Persons displaced as a result of HUD-assisted activities, whether implemented by the City or by others, shall receive relocation benefits as required under Federal Law.

The City will make this information available in the Consolidated Plan published for comment and review. The information will also be available as a separate document from the city

1. Plan Development

The City encourages the participation of residents and stakeholders in the development of the Consolidated Plan.

The City shall follow the following procedure in the drafting and adoption of the Consolidated Plan:

a. Plan Considerations

In the development of the Five-Year Consolidated Plan, the City will consult other public and private agencies including but not limited to those providing:

- Assisted housing;
- Health services; and
- Social services and fair housing services (including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and their families, homeless persons, economic development, neighborhood development and other housing and community development services).

When preparing the of the Consolidated Plan describing the City's homeless strategy and the resources available to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) and persons at risk of homelessness, the jurisdiction must consult with:

- The Los Angeles Continuum of Care;
- Public and private agencies that address housing, health, social service, victim services, employment, or education needs of low-income individuals and families; homeless individuals and families, including homeless veterans; youth; and/or other persons with special needs;
- Publicly funded institutions and systems of care that may discharge persons into homelessness (such as health-care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and
- Business and civic leaders.

When preparing the portion of the Consolidated Plan concerning lead-based paint hazards, the City shall consult with state or local health and child welfare agencies and examine existing data related to lead-based paint hazards and poisonings, including health department data on the addresses of housing units in which children have been identified as lead poisoned.

When preparing the description of priority non-housing community development needs, the City must notify adjacent units of general local government, to the extent practicable. The non-housing community development plan must be submitted to the state and to the county.

The City also will consult with adjacent units of general local government, including local government agencies with metropolitan-wide planning responsibilities, particularly for problems and solutions that go beyond the City's jurisdiction.

The City will consult with the Compton Local Housing Authority concerning consideration of public housing needs and planned programs and activities.

If the City becomes eligible to receive Emergency Solutions Grants (ESG), the City will consult with the Los Angeles Continuum of Care in determining how to allocate its ESG grant for eligible activities; in developing the performance standards for, and evaluating the outcomes of, projects and activities assisted by ESG funds; and in developing funding, policies, and procedures for the operation and administration of the HMIS.

A variety of mechanisms may be utilized to solicit input from these persons/service providers/agencies. These include telephone or personal interviews, mail surveys, internet-based feedback and consultation workshops.

b. Plan Review and Comment

The complete, draft Consolidated Plan shall be made available for public review for a 30-day period prior to City Council consideration. The Consolidated Plan shall be provided in a format accessible to persons with disabilities upon request. Such formats may include, but are not limited to providing oral, Braille, electronic or large print versions of the plan to those visually impaired and delivering copies to those who are homebound.

The plan will encourage comment and participation by minority and non-English speakers. Publication of the plan will be advertised in necessary non-English languages and translation services will be available upon request.

The plan will encourage comment and participation by low- and moderate-income residents, especially those living in low- and moderate-income neighborhoods, in areas where CDBG funds are proposed to be used and residents of public and assisted housing. Activities to encourage participation may include, but are not limited to, advertising publication of the Consolidated Plan in target areas, hosting community meetings in target areas, and making copies of the plan available in these neighborhoods.

Copies will be made available following the process described in Section G of this document.

Written comments will be accepted by the Grants Manager or designee during the public review period. A summary of all written comments and those received during the public hearing as well as the City's responses will be attached to the Consolidated Plan prior to submission to HUD.

c. Public Hearing

The City Council shall conduct a public hearing to accept public comments on the draft Consolidated Plan prior to its approval and submittal to HUD. After public comments are heard and considered by the City Council, the City Council may approve or reject the Consolidated Plan.

Section G describes the process for publishing notice for and conducting public hearings.

d. Submittal to HUD

The Consolidated Plan shall be submitted to HUD with a summary of all written comments and those received during the public hearing as well as the City's responses and proof of compliance with the minimum 30-day public review and comment period requirement. A summary of any comments or views not accepted and the reasons therefore shall be supplied

to HUD as applicable. The Consolidated Plan will be submitted to HUD 45 days before the program year pursuant to regulations.

2. Consolidated Plan Amendment

The City shall follow the following procedure to complete substantial and minor amendments to the Consolidated Plan, as needed:

a. Amendment Considerations

The City shall substantially amend the Consolidated Plan if a "substantial change" is proposed by City staff or the City Council. For the purpose of the Consolidated Plan, a "substantial change" is defined as:

- The City adds, modifies or eliminates Consolidated Plan goals.

The City may make minor changes to the Consolidated Plan, as needed, so long as the changes do not constitute a substantial amendment as described above. Such changes to the Consolidated Plan will not require public review or a public hearing before the City Council.

b. Public Review and Comment

The City encourages residents and stakeholders to participate in the development of substantial amendments.

Substantial Amendments to the Consolidated Plan shall be made available for public review for a 30-day period prior to City Council consideration at a scheduled public hearing. Written comments will be accepted by the Grants Manager or designee during public review period. A summary of the comments and the City's responses to the comments will be attached to the Consolidated Plan Substantial Amendment.

In a manner similar to that set forth for the Consolidated Plan, the City will encourage participation from all residents, especially low- and moderate-income residents, minorities, non-English speakers and those with disabilities. The City will take efforts to make the plan accessible to all such groups.

Copies will be made available following the process described in Section G of this document.

c. Public Hearing

The City Council shall conduct a public hearing to accept public comments on the draft amendment to the Consolidated Plan prior to its approval and submittal to HUD. After public comments are heard and considered by the City Council, the City Council may approve or reject the amendment to the Consolidated Plan.

Section G describes the process for publishing notice for and conducting public hearings.

d. Submittal to HUD

A copy of the Amended Consolidated Plan, including a summary of all written comments and those received during the public hearing as well as the City's responses and proof of compliance with the minimum 30-day public review and comment period requirement shall be

submitted to HUD for their records. A summary of any comments or views not accepted and the reasons therefore shall be supplied to HUD as applicable.

3. Plan Access and Comments

The approved Consolidated Plan will be kept on file by the City at 205 S. Willowbrook Avenue, Compton, California 90220 and can be made available to those requesting the plan. Upon request, the approved plan will be made available in a manner accessible to non-English speakers or those with disabilities. The process to access documents is further described in Section G of this document.

The process for submitting comments or complaints on the approved Consolidated Plan is set forth in Section I of this document.

D. Annual Action Plan

The following describes the process and procedures related to the development of the Annual Action Plan.

1. Plan Development

The City shall follow the following procedure in the drafting and adoption of the Annual Action Plan:

a. Plan Considerations

In addition to local residents, the City will ensure that public (including City staff) and private agencies that provide the following services will be consulted in the development of the Action Plan:

- Health Services Providers
- Social Services for: Children, Elderly, Disabled, Homeless, Persons With AIDS
- State and Local Health Agencies
- Adjacent Local Governments
- Economic Development Interests
- Public Housing Agency

b. Plan Review and Comment

The draft Annual Action Plan incorporating the City's proposed uses of CDBG, HOME and ESG funds shall be made available for public review for a 30-day period prior to City Council consideration at a scheduled public hearing.

In a manner similar to that set forth for the Consolidated Plan, the City will encourage participation from all residents, especially low- and moderate-income residents, minorities, non-English speakers and those with disabilities. The City will take efforts to make the plan accessible to all such groups.

Copies will be made available following the process described in Section G of this document.

Written comments will be accepted during public review period by the Grants Manager or designee. A summary of the comments and the City's responses to the comments will be attached to the draft Action Plan.

c. Public Hearing

The City Council shall conduct a public hearing to accept public comments on the draft Annual Action Plan prior to its approval and submittal to HUD. After public comments are heard and considered by the City Council, the City Council may approve or reject the Consolidated Plan.

Section G describes the process for publishing notice for and conducting public hearings.

d. Submittal to HUD

Upon adoption of the Annual Action Plan pursuant to HUD regulations, the City Council shall direct City staff to submit the Action Plan to HUD. Documents related to the public participation process, including copies of public notices and a summary of all public comments received, shall be attached to Action Plan. The Action Plan will be submitted to HUD 45 days before the program year pursuant to regulations.

2. Annual Action Plan Amendment

The City shall follow the following procedure to complete substantial and minor amendments to the Annual Action Plan, as needed:

a. Amendment Considerations

The City shall substantially amend the Action Plan if a "substantial change" is proposed by City staff or the City Council. For the purpose of the Action Plan, a "substantial change" is defined as:

- A net increase or decrease greater than 50% of the activity allocation if the allocation is \$50,000 or more as listed in a published One-Year Action Plan, or as amended; or
- A net increase or decrease greater than 100% of the activity allocation if the allocation is less than \$50,000 as listed in a published One Year Action Plan or amended; or
- A net increase or decrease in an activity allocation greater than \$300,000; or
- A new activity not previously identified in the One Year Action Plan; or
- Changes in the use of CDBG funds from one eligible activity to another eligible activity.

The City may make minor changes to the Action Plan, as needed, so long as the changes do not constitute a substantial amendment as described above. Such changes to the Action Plan will not require public review or a public hearing before the City Council.

b. Public Review and Comment

The city encourages citizen participation in the development of substantial amendments.

Substantial Amendments to the Annual Action Plan shall be made available for public review for a 30-day period prior to City Council consideration at a scheduled public hearing. Written comments will be accepted during public review period. Comments should be directed to the

Grants Manager or designee. A summary of the comments and the City's responses to the comments will be attached to the Action Plan Substantial Amendment.

In a manner similar to that set forth for the Consolidated Plan, the City will encourage participation from all residents, especially low- and moderate-income residents, minorities, non-English speakers and those with disabilities. The City will take efforts to make the plan accessible to all such groups.

Copies will be made available following the process described in Section G of this document.

c. Public Hearing

The City Council shall conduct a public hearing to review and consider the Substantial Amendment to the Action Plan. The City Council shall accept public comments on the Substantial Amendment to the Action Plan at the public hearing. After public comments are heard and considered by the City Council, the City Council shall approve, approve with modifications, or deny the request for a substantial amendment to the Action Plan.

Section G describes the process for publishing notice for and conducting public hearings.

d. Submittal to HUD

A copy of the Substantial Amendment to the Annual Action Plan along with copies documenting the public participation process (i.e. public notices and public comments) shall be submitted to HUD for their records.

3. Plan Access and Comments

The approved Annual Action Plan will be kept on file by the City at 205 S. Willowbrook Avenue, Compton, California 90220 and can be made available to those requesting the plan. Upon request, the approved plan will be made available in a manner accessible to non-English speakers or those with disabilities.

The process for submitting comments and complaints on the approved Annual Action Plan is set forth in Section I of this document.

E. Consolidated Annual Performance and Evaluation Report (CAPER)

The following describes the process and procedures related to the development of the Consolidated Annual Performance and Evaluation Report (CAPER):

1. Plan Development

The City shall follow the following procedure in the drafting and adoption of Consolidated Annual Performance and Evaluation Report (CAPER):

a. Plan Considerations

Staff will evaluate and report the accomplishments of the previous program year, and will summarize expenditures that took place during the previous program year.

b. Plan Review and Comment

The City encourages citizen participation in the development of the CAPER.

The draft CAPER shall be made available for public review for a 15-day period prior to City Council consideration at a scheduled public hearing. Written comments will be accepted during public review period by the Grants Manager or designee. A summary of the comments and the City's responses to the comments will be attached to the draft CAPER.

Copies will be made available following the process described in Section G of this document.

c. Public Hearing

Because the City will comply with the minimum two (2) public hearing requirements at other periods of the Consolidated Plan process, the City is not required to hold a public hearing during the CAPER Process but may, at its option, choose to hold a public hearing to accept public comments on the draft CAPER.

d. Submittal to HUD

Upon adoption of the CAPER pursuant to HUD regulations, the City Council shall direct City staff to submit the CAPER to HUD. Documents related to the public participation process, including copies of public notices and a summary of all public comments received, shall be attached to the CAPER. The CAPER shall be submitted to HUD within 90 days following the end of the program year pursuant to regulations.

2. Plan Access and Comments

The approved CAPER will be kept on file by the City at 205 S. Willowbrook Avenue, Compton, California 90220 and can be made available to those requesting the plan. Upon request, the approved plan will be made available in a manner accessible to non-English speakers or those with disabilities.

The process for submitting comments or complaints on the approved CAPER is set forth in Section I of this document.

F. Five-Year Analysis of Impediments (AI) to Fair Housing Choice

The following describes the process and procedures related to the development of the Five-Year Analysis of Impediments (AI) to Fair Housing Choice.

1. Plan Development

The City shall follow the following procedure in the drafting and adoption of the AI:

a. Plan Considerations

During the development of the Five-Year AI, the City will consult the following groups/agencies to solicit their input on fair housing issues in the City:

- Fair Housing Organizations;
- Other local governments;
- Advocacy groups for special needs households;
- Affordable housing providers;
- Banks and other financial institutions; and
- Educational institutions.

A variety of mechanisms may be utilized to solicit input from these groups/agencies. These include telephone or personal interviews, mail surveys, and consultation workshops.

b. Plan Review and Comment

The draft AI shall be made available for public review for a 30-day period prior to City Council consideration at a scheduled public hearing. Written comments will be accepted during public review period by the Grants Manager or designee. A summary of the comments and the City's responses to the comments will be attached to the draft Action Plan.

Copies will be made available following the process described in Section G of this document.

c. Public Hearing

The City Council shall conduct a public hearing to accept public comments on the draft AI as part of the approval of the Consolidated Plan. After public comments are heard and considered by the City Council, the City Council shall approve or reject the AI.

Section G describes the process for publishing notice for and conducting public hearings.

d. Submittal to HUD

Upon adoption of the AI pursuant to HUD regulations, the AI shall be incorporated into the Consolidated Plan and submitted with the Consolidated Plan to HUD for approval.

2. Plan Access and Comments

The approved Analysis of Impediments will be kept on file by the City at 205 S. Willowbrook Avenue, Compton, California 90220 and can be made available to those requesting the plan. Upon request, the approved plan will be made available in a manner accessible to non-English speakers or those with disabilities.

The process for submitting comments or complaints on the approved Analysis of Impediments is set forth in Section I of this document.

G. Public Hearings, Notification and Access

The following describes the process and procedures related to public notification and applies to the development and substantial amendment of the Five Year Consolidated Plan, Citizen Participation Plan, Annual Action Plan, Consolidated Annual Performance and Evaluation Report, and Analysis of Impediments to Fair Housing Choice (AI).

1. Public Meetings and Hearings

a. Public Hearing Process

The City will conduct at least two public hearings per year to obtain citizens' views and comments on planning documents. These meetings will be conducted at different times of the program year and together will cover the following topics:

- Housing and Community Development Needs
- Development of Proposed Activities
- Review of Program Performance

During a program year when the City develops a Consolidated Plan, at least one public meeting will be conducted prior to the Plan being published for comment.

b. Public Hearing Notification

Staff will ensure adequate advance notice of all public meetings and hearings. Notices will be printed/posted at least 14 days prior to the meeting date. Adequate noticing will include:

- Printing a public notice in the *Compton Bulletin* and/or other newspaper(s) of general circulation in the City;
- Posting notices at the City Clerk's Office, City of Compton Grants Management Division and the Compton Public Library; and
- Posting a notice on the City of Compton's website (<http://www.comptoncity.org/>)

Notices will include information on the subject and topic of the meeting including summaries when possible and appropriate to properly inform the public of the meeting. Notices will be published in additional languages as appropriate and will be accessible to those with disabilities.

Meeting location and access is described below.

2. Documents for Public Review

Staff will ensure adequate advance notice of all public review periods. Notices will be printed/posted prior to the commencement of the public review period.

Con Plan Document	Length of Public Review Period
Citizen Participation Plan	30 days
Consolidated Plan	30 days
Action Plan	30 days
CAPER	15 days
Analysis of Impediments	30 days

The City will ensure to the best of its ability that documents are available for disabled, minority and non-English speaking residents.

Adequate noticing will include:

- Printing a public notice in the *Compton Bulletin* and/or other newspaper(s) of general circulation in the City;
- Posting notices at the City Clerk's Office, City of Compton Grants Management Division and the Compton Public Library;
- Posting a notice on the City of Compton's website (<http://www.comptontcity.org/>)

The City will place an adequate supply of draft copies of each document and substantial amendments to each document subject to public review at the following locations:

City of Compton Grants Management Division

205 S. Willowbrook Avenue
Compton, California 90220

City of Compton Clerk's Office

205 S. Willowbrook Avenue
Compton, California 90220

Compton Public Library

240 W. Compton Boulevard
Compton, California 90220

All printed reports and materials shall be made available in a form accessible to persons with disabilities, upon request.

3. Access to Meetings

Unless otherwise noted, Public Hearings requiring City Council action will be conducted in front of the Compton City Council at 6:30 P.M. at the Compton City Hall Council Chambers (205 S. Willowbrook Avenue, Compton, California 90220). For public hearings not requiring City Council participation, the City will make every effort to conduct such hearings in the low- and moderate-income target areas and at times accessible and convenient to potential and actual beneficiaries. Efforts to ensure this may include, but are not limited to, scheduling meetings in target neighborhoods, scheduling meetings during the evening and weekend and requesting feedback from neighborhood groups and stakeholders for guidance in effective meeting scheduling.

Such hearing will be posted and advertised to allow sufficient notice to all interested persons.

In accordance with the City's Limited English Proficiency Plan (LEP), Spanish translation is available at all public hearings if Grants Manager or designee receives such a request at least 72 hours prior to the public hearing.

It is the intention of the City to comply with the Americans with Disabilities Act (ADA) in all respects. If an attendee or participant at a public hearing needs special assistance beyond what is normally provided, the City will attempt to accommodate these people in every reasonable manner. Efforts may include, but are not limited to, accessible seating, video recording for those homebound, sign language services and production of written transcripts. Grants Manager or designee must be notified at least 72 hours prior to the public hearing.

4. Access to Records

Approved Consolidated Plan documents will be available for download from the City website or can be accessed at the Grants Management Division, 205 S. Willowbrook Avenue, Compton, California 90220. Upon request, the City will make all efforts to make documents available for non-English speakers or those with a disability.

The City will ensure timely and reasonable access to information and records related to the development of the Consolidated Plan Documents, and the use of HUD CPD funds from the preceding five years. Information to be made available will include budget and program performance information, meeting minutes, and comments received by the City during the development of the Consolidated Plan and its supporting documents.

Requests for information and records must be made to the City in writing. Staff will respond to such requests within 15 working days or as soon as possible thereafter.

H. Technical Assistance

Upon request, staff will provide technical assistance to groups representing extremely-low, low-, and moderate-income persons to develop funding requests for HUD CPD eligible activities. Technical assistance will be provided as follows:

- Establish an annual project proposal submission and review cycle (NOFA) that provides information, instructions, forms and advice to interested extremely low-, low- and moderate-income citizens or representative groups so that they can have reasonable access to the funding consideration process. Awards to agencies are regularly made through a renewable contract that can be extended for an additional one year period, at the discretion of the City.
- Provide self-explanatory project proposal forms and instructions to all persons who request them whether by telephone or by letter. The City's funding application form is designed to be easily understood and short, while still addressing all key items necessary to assess the proposed project. Statistics concerning specific areas of the City are furnished by City staff upon request.
- Answer, in writing, all written questions and answer verbally all verbal inquiries received from citizens or representative groups regarding how to write or submit eligible project proposals.
- Meet with groups or individuals as requested, to assist in identifying specific needs and to assist in preparing project proposal applications.
- Obtain information in the form of completed project proposal forms from citizens or non-profit agencies and assemble a list of proposals available for public review.
- Conduct a project eligibility analysis to determine, at an early stage, the eligibility of each project. In cases where only minor adjustments are needed to make proposals eligible or otherwise practical, City staff will advise the applicants on the options available and desired changes to the proposals.
- Provide bilingual translation on as needed basis.

Requests for technical assistance should be submitted to the Grants Manager.

I. Comments and Complaints**1. Comments**

Citizens or the City government, as well as agencies providing services to the community, are encouraged to state or submit their comments in the development of the Consolidated Plan Documents and any amendments to the Consolidated Plan. Written and verbal comments received at public hearings or during the comment period, will be considered and summarized, and included as an attachment to the City's final Consolidated Plan. Written comments should be addressed to:

Grants Manager
City of Compton Grants Management Division
205 S. Willowbrook Avenue
Compton, California 90220

A written response will be made to all written comments within ten working days, acknowledging the letter and identifying a plan of action, if necessary. Every effort will be made to send a complete response within 15 working days to those who submit written proposals or comments.

Copies of the complete final Consolidated Plan and amendments to it will be available to residents at the following location:

City of Compton Grants Management Division
205 S. Willowbrook Avenue
Compton, California 90220

2. Complaints

A complaint regarding the Consolidated Planning process and Consolidated Plan amendments must be made within 30 days from the date the document is published for comment to the Grants Manager or designee. A written response will be made to all written complaints within 15 working days, acknowledging the letter and identifying a plan of action, if necessary.

The City will accept written complaints provided they specify:

- The description of the objection, and supporting facts and data; and
- Provide name, address, telephone number, and a date of complaint.

J. Bilingual Opportunities

Wherever a significant number of extremely low- and low-income persons speak and read a primary language other than English, translation services at all public hearings will be provided in such language if translation services are requested in advance at least 72 hours prior to the public meeting. Requests should be addressed to Grants Manager or designee.

K. Appeals

Appeals concerning the Consolidated Plan, statements, or recommendations of the staff should be made to the following persons in the order presented:

- Grants Manager
- City Manager
- City Council
- Los Angeles Area Office of HUD (if concerns are not answered)

L. Anti-Displacement and Relocation

The City's Anti-displacement and Relocation Plan describes how the City will assist persons who must be temporarily relocated or permanently displaced due to the use of HUD CPD funds. This plan takes effect whenever the City funds projects that involve the following:

- Property acquisition;
- Potential displacement of people from their homes and the need to relocate people (either permanently or temporarily); and
- The demolition or conversion of low- and moderate-income dwelling units.

1. Background

Two acts apply whenever any of the above issues are present: the Uniform Relocation Assistance and Real Property Policies Act of 1970 (URA) and Section 104(d) of the Housing and Community Development Act of 1974. Each of these acts places different obligations on the City.

The URA governs the processes and procedures which the City and the Finance Department must follow to minimize the burden placed on low- and moderate-income tenants, property owners, and business owners who must move (either temporarily or permanently) as the result of a project funded in whole or in part by the CDBG or HOME programs. The URA applies to:

- Displacement that results from acquisition, demolition, or rehabilitation for HUD-assisted projects carried out by public agencies, nonprofit organizations, private developers, or others;
- Real property acquisition for HUD-assisted projects (whether publicly or privately undertaken);
- Creation of a permanent easement or right of way for HUD-assisted projects (whether publicly or privately undertaken); and
- Work on private property during the construction of a HUD-assisted project even if the activity is temporary.

2. What is Displacement?

Displacement occurs when a person moves as a direct result of federally assisted acquisition, demolition, conversion, or rehabilitation activities, because he or she is:

- Required to move; or
- Not offered a decent, safe, sanitary and affordable unit in the project; or
- Treated "unreasonably" as part of a permanent or temporary move.

A person may also be considered displaced if the necessary notices are not given or provided in a timely manner and the person moves for any reason.

3. What is a Displaced Person?

The term *displaced person* means any person that moves from real property or moves his or her personal property from real property permanently as a direct result of one or more of the following activities:

- Acquisition of, written notice of intent to acquire, or initiation of negotiations to acquire such real property, in whole or in part, for a project;
- Rehabilitation or demolition of such real property for a project; and
- Rehabilitation, demolition, or acquisition (or written notice of intent) of all or a part of other real property on which the person conducts a business or farm operation, for a project.

Compton offers advisory and financial assistance to eligible tenants (or homeowners) who meet the above definition.

4. Persons Not Eligible for Assistance

A person is not eligible for relocation assistance under the provisions of the URA if any of the following occurs:

- The person was evicted for serious or repeated violation of the terms and conditions of the lease or occupancy agreement, violation of applicable Federal, State, or local law, or other good cause. However, if the person was evicted only to avoid the application of URA, then that person is considered displaced and is eligible for assistance;
- The person has no legal right to occupy the property under State or local law;
- The City determines that the person occupied the property to obtain relocation assistance and the HUD Field Office concurs in that determination;
- The person is a tenant-occupant that moved into the property after a certain date, specified in the applicable program regulation, and, before leasing and occupying the property, Compton or its subgrantee provided the tenant-occupant written notice of the application for assistance, the project's impact on the person, and the fact that he or she would not qualify as a "displaced person" because of the project;
- The person is a tenant-occupant of a substandard dwelling that is acquired or a tenant-occupant of a dwelling unit to which emergency repairs are undertaken and the HUD field office concurs that:
 - Such repairs or acquisition will benefit the tenant;
 - Bringing the unit up to a safe, decent, and sanitary condition is not feasible;
 - The tenant's new rent and average estimated monthly utility costs will not exceed the greater of: the old rent/utility costs or 30 percent of gross household income; and
 - The project will not impose any unreasonable change in the character or use of the property.
- The person is an owner-occupant of the property who moves because of an arm's length acquisition;
- Compton or its subgrantee notifies the person that they will not displace him or her for the project; and

- The person retains the right of use and occupancy of the real property for life following the acquisition.

Compton determines that the person is not displaced as a direct result of the acquisition, rehabilitation, or demolition for the project and the HUD field office concurs in the determination.

5. Minimizing Displacement

As a general philosophy, Compton will take reasonable steps to minimize displacement occurring as a result of its CDBG and HOME activities. This means that the Grants Management Division will:

- Consider if displacement will occur as part of funding decisions and project feasibility determinations;
- Assure, whenever possible that occupants of buildings to be rehabilitated are offered an opportunity to return;
- Plan substantial rehabilitation projects in "stages" to minimize displacement; and
- Meet all HUD notification requirements so that affected persons do not move because they have not been informed about project plans and their rights.

6. Anti-Displacement Policy

Compton policy is to minimize, to the greatest extent feasible, the displacement, whether permanently or temporarily, of persons (families, individuals, businesses, nonprofit organizations, or farms) from projects funded with CDBG or HOME involving single- or multi-family rehabilitation, acquisition, commercial rehabilitation, demolition, economic development, or capital improvement activities.

Projects that Compton deems beneficial but that may cause displacement may be recommended and approved for funding only if Compton or its subgrantee demonstrates that such displacement is necessary and vital to the project and that they take efforts to reduce the number of persons displaced. Further, they must clearly demonstrate that the goals and anticipated accomplishments of a project outweigh the adverse effects of displacement imposed on persons who must relocate.

7. Displacement Assistance

Consistent with the goals and objectives of the CDBG and HOME programs, Compton will take all reasonable steps necessary to minimize displacement of persons, even temporarily. If displacement occurs, the City will provide relocation assistance to all persons directly, involuntarily, and permanently displaced according to HUD regulations.

If Compton temporarily displaces a low- or moderate-income household, that household becomes eligible for certain relocation payments. The assistance applies to those persons residing in the residence at the time the application is processed and is based on the following procedures:

- If the structure and its occupants are determined eligible for temporary relocation assistance, the owner-occupants and tenants are eligible for the actual reasonable cost (based on fair market rent) of temporary lodging facilities until the structure is determined habitable by Compton's housing inspector;

- Compton must approve housing and the Lessor and Lessee must sign a rent agreement before move-in. Housing must be comparable functionally to the displacement dwelling and decent, safe, and sanitary. This does not mean that the housing must be in comparable size. The term "functionally equivalent" means that it performs the same function, has the same principal features present, and can contribute to a comparable style of living. Approved lodging accommodations include apartments and houses. Compton does not reimburse "rental expenses" for living with a friend or family member;
- Either Compton will provide the owner-occupants and tenants a direct payment for moving expenses (to and from temporary housing) and storage costs, or Compton will arrange moving and storage of furniture with a moving company. If Compton makes a direct payment, complete documentation and receipts are necessary to process claims when storage costs exceed the amount assumed by the direct payment;
- Damage deposits, utility hookups, telephone hookups and insurance costs are not eligible for reimbursement; and
- The City may pay the cost of relocation assistance from Federal funds or funds available from other sources.

8. One-For-One Replacement Dwelling Units

Compton will generally avoid awarding funds for activities resulting in displacement. However, should Compton fund an activity, specific documentation is required to show the replacement of all occupied and vacant dwelling units demolished or converted to another use. Compton will assure that relocation assistance is provided as described in 24 CFR 570.606(b)(2).

Before obligating or expending funds that will directly result in such demolition or conversion, Compton will make public and submit to the HUD field office the following information in writing:

- A description of the proposed assisted activity;
- The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than as low- and moderate-income units;
- A time schedule for the commencement and completion of the demolition or conversion;
- The general location on a map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement units;
- The source of funding and a time schedule for the provision of replacement dwelling units; or
- The basis for concluding that each replacement dwelling unit will remain a low- and moderate-income unit for at least ten years from the date of initial occupancy.

Consistent with the goals and objectives of the CDBG and HOME programs, Compton will take all reasonable steps necessary to minimize displacement of persons from their homes. The City will avoid funding projects that cause displacement of persons or businesses and will avoid funding any project that involves the conversion of low- and moderate-income housing to non-residential purposes.

9. Decent, Safe and Sanitary Dwelling

The basic definition is found at 49 CFR 24.2(1). The term decent, safe, and sanitary dwelling means a dwelling that meets the following standards and any other housing and occupancy codes that are applicable. It will:

- Be structurally sound, weather tight, and in good repair;
- Contain a safe electrical wiring system adequate for lighting and other devices;
- Contain a safe heating system capable of sustaining a healthful temperature for the displaced person;
- Be adequate to accommodate the displaced person. There will be a separate, well lit, ventilated bathroom that provides privacy to the user and contains a toilet, sink, and a bathtub or shower, all in good working order and properly connected to appropriate sources of water and to a sewage drainage system. There should be a kitchen area that contains a fully usable sink, properly connected to hot and cold water and to a sewage drainage system, and adequate space and utility service connections for a stove and refrigerator;
- Contain unobstructed egress to safe, open space at ground level;
- For a mobility-impaired person, be free of any barriers that would preclude reasonable ingress, egress, or use of the dwelling by such person. This requirement will be satisfied if the displaced person elects to relocate to a dwelling that he or she selects and the displaced person determines that he or she has reasonable ingress, egress, and the use of the dwelling; and
- Comply with lead-based paint requirements of 24 CFR Part 35.

M. Real Property Policies

The City and its CDBG and HOME recipients must follow specific guidelines regarding the acquisition and use of real property funded in whole or in part with CDBG or HOME funds.

1. Use of Real Property

The following standards apply to real property within the recipient's control and acquired or improved, in whole or in part, using CDBG or HOME funds. These standards will apply from the date funds are first spent for the property until five years after the project is audited and closed.

A recipient may not change the use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the recipient gives affected citizens reasonable notice of, and opportunity to comment on, any such proposed change, and either:

- The use of such property qualifies as meeting a national objective and is not a building for the general conduct of government;
- The requirements in the paragraph below are met;
- If the recipient determines, after consultation with affected citizens, that it is appropriate to change the use of property to a use that does not qualify under the above paragraph, it may retain or dispose of the property. The Compton CDBG or HOME program must be reimbursed in the amount of the current fair market value of the property less any portion attributable to expenditures of non-federal funds for the acquisition of and improvements to the property;

- If the change of use occurs within five years of the project being audited and closed, income from the disposition of the real property will be returned to the Compton CDBG or HOME program; and
- Following the reimbursement of the federal program pursuant to the above paragraph of this section, the property is no longer subject to any federal requirements.

2. Real Property Acquisition

All real property acquisition activities described in this section and funded in whole or in part with CDBG or HOME funds and all real property that must be acquired for an activity assisted with Federal funds, regardless of the actual funding source for the acquisition, are subject to the URA (as amended).

3. What is Real Property Acquisition?

Real property acquisition is any acquisition by purchase, lease, donation, or otherwise, including the acquisition of such interests as rights-of-way and permanent easements.

HUD Handbook 1378 and 49 CFR Part 24 currently contains such regulations. These regulations detail a standard procedure for acquiring property and methods of determining a purchase price and outline other documents that must be provided to Compton before disbursement of funds. These regulations further require the applicant to provide relocation payments and assistance to any business or residential occupant of the property whom the acquisition will displace.

4. Eligible Activities

Compton or its sub-grantee may acquire real property for a project using CDBG or HOME funds where the proposed use of the acquired property will be an activity that the City can demonstrate as beneficial to low- and moderate-income persons.

5. Environmental Review Process (24 CFR Part 58)

HUD requires that all real property acquisition projects be reviewed before the commitment of Federal funds to assess the impact of a project on the environment. Compton will undertake this review process. The applicant should be aware, however, that this review process may delay the date by which CDBG or HOME funds may be available and, in case of serious adverse environmental impacts, may effectively stop a project.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ADOPTION OF SUBSTANTIAL AMENDMENTS TO THE CITY OF COMPTON’S FISCAL YEARS 2011-2012, 2012-2013 AND 2013-2014 ANNUAL ACTION PLAN OF THE CONSOLIDATED PLANS BY REALLOCATING UNUSED CDBG FUNDS, ESG FUNDS AND UPDATED CITIZEN PARTICIPATION PLAN

Terrance C. Davis
DEPARTMENT MANAGER’S SIGNATURE

9/18/2013 12:16:30 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

9/18/2013 7:00:26 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

9/18/2013 5:17:51 PM
DATE

Terrance C. Davis
CITY MANAGER

9/18/2013 12:28:18 PM
DATE

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

