

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, March 04, 2014 5:45 PM

HEARING(S)

OPENING

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. COMMENDATIONS TO VETERANS (Council Person Arceneaux)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

2. FEBRUARY 18, 2014

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

3. CLAIMS AGAINST THE CITY:

Derron Goodin vs. City (I-8632/LI0000321A)
Imelda Capacho-Perez vs. City (I-8633/LI0000322A)
(Deny Claims)

END CONSENT AGENDA

REGULAR AGENDA

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

4. REMOVAL OF OFFICERS, COUNCIL MEMBERS,
BOARDS/COMMISSIONS AND COMMITTEES

ACCEPTING THE RESIGNATION OF COMMISSIONERS:

Felicia Holley - Block Club Commission
Sarah Penniman - Beautification Commission
April Showers - Beautification Commission
Catherine Solomon - Oversight Committee

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

APPOINTMENTS AND OR REAPPOINTMENTS TO VARIOUS
COMMISSIONS, COMMITTEES AND BOARDS

APPOINTMENT OF COUNCIL MEMBERS TO MULTI-
JURISDICTIONAL BOARDS

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

CLOSED SESSION

6. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
One (1) Potential Case
Pursuant to California Government Code Section 54956.9(b)

UNFINISHED BUSINESS

7. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING CHAPTER 30 (ZONING CODE) OF THE COMPTON
MUNICIPAL CODE BY ADDING SECTION 30-48 TO ESTABLISH
REGULATIONS FOR UNATTENDED DONATION BOXES IN THE CITY
(SECOND READING)

NEW BUSINESS

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON CERTIFYING AN EXCEPTION TO THE PROVISIONS OF SECTION 7522.56 OF THE CALIFORNIA GOVERNMENT CODE LIMITING EMPLOYMENT OF CALPERS RETIREES AND AUTHORIZING THE INTERIM EMPLOYMENT OF MARIO BEAS IN THE POSITION OF DIRECTOR OF THE HUMAN RESOURCES DEPARTMENT
9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE SETTLEMENT CHECK FROM AFFILIATED FM INSURANCE COMPANY IN THE AMOUNT OF \$40,356.47 FOR FIRE PROPERTY DAMAGE AT GONZALES PARK (JACKIE ROBINSON STADIUM) AND AMENDING THE 2013-2014 FISCAL YEAR BUDGET.
10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2013-2014 BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH LA LOMA DEVELOPMENT COMPANY TO FINALIZE DESIGN PLANS, DEVELOP CONSTRUCTION DOCUMENTS AND CONSTRUCT PHASE III OF THE COMPTON CREEK MULTI-PURPOSE TRAIL AND IMPROVEMENTS IN THE AMOUNT OF \$490,000.00.
11. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 2-1.16 OF CHAPTER II OF THE COMPTON MUNICIPAL CODE TO DESIGNATE THE PRESIDING OFFICER OF CITY COUNCIL MEETINGS IN THE ABSENCE OF THE MAYOR AND MAYOR PRO TEM (FIRST READING)

APPROVAL OF WARRANTS

12. **Warrant #220089 - Date - 2/19/14 - Name - Gateway Cities Council of Govt. - Services - Payment for Compton's Participation in Gateway Cities Small Business Development Program - Amount - \$20,000 - Requested by: City Manager's Office**

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, March 11, 2014 @ 5:45 PM.

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FEBRUARY 18, 2014

The City Council meeting was called to order at 5:55 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Moment of Silence and Pledge of Allegiance ceremonies were also led by Mayor Aja Brown.

ROLL CALL

Council Members Present: Zurita, Galvan, Arceneaux, Jones, Brown

Council Members Absent: None

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

INTRODUCTION OF SPECIAL GUESTS/ANNOUNCEMENTS

Mayor Brown recognized Compton Unified School District Board of Trustees Marjorie Shipp and Charles Davis; Compton Superior Court Judge Kelvin Filer; and President of the Compton Chamber of Commerce Dr. Lestean Johnson.

Molly Bell cordially invited the citizens of Compton to participate in "A Day of Demand: National Reparations Day" to be held on Thursday, March 6, 2014 at Tragnaw Park from 11 a.m. to 5 p.m.

Steve Taylor invited the youth to participate in the "Day of Demand: High School Essay Contest." First, second, and third place prizes will be offered including but not limited to trophies, cash, books, certificates, t-shirts, and more. For more information, please call (714) 970-1227.

For more information regarding the Day of Reparations event call (310) 632-0577.

Mr. Agassi, Strategic Counsel, presented a Power Point presentation on pending legislation Senate Bill 921 which is an initiative to return tax-payer approved pension levies to their intended purposes.

Mayor Brown asked that anyone interested in testifying before the Senate or Assembly on behalf of Senate Bill 921 to contact City Hall.

To follow SB921 go to www.leginfo.ca.gov/ click "Bill Information" then enter the numbers 921.

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

Charles Davis, Compton Unified School District Board of Trustees member, referenced the names of the following candidates that ran for office in the primary general election last year that did not pay the additional fee required for the statement of qualification: Bradley primary and general election \$1,502.90; Burton, \$739.40; Duron, \$739.40; Ripley, \$739.40; Boone, \$739.40; Kemp, \$739.40; Strickland, \$739.40; Jackson, \$739.40; and Fisher, \$739.40. He respectfully requested that he and other candidates be reimbursed or the City contact a collection agency to recoup its funds.

Marjorie Shipp, Compton resident, complimented Mayor Brown and the City Manager for recognizing the Compton Chamber of Commerce as the only bonafide chamber in the City of Compton. She also recognized Senita Farley for her work and tireless efforts to address the prostitution on Long Beach Boulevard.

Mary Randall, Compton resident and Reparations Day organizer, thanked the City Clerk for assisting them last year and reminded everyone to attend the Day of Demand: Day of Reparations event on Thursday, March 6, 2014 at Tragnaw Park from 11 a.m. to 5 p.m.

#2.

Charles Strickland, Compton resident, encouraged the members of the City Council and audience to maintain their composure and stature on behalf of Black History Month.

Maria Villa Real, President of the Latino Chamber of Commerce, invited the citizens of Compton to participate in the Latino Chamber of Commerce Mixer to be held Tuesday, February 25, 2014 from 4 p.m. to 6 p.m. at 700 North Bullis Street. She went on to mention an incident wherein an elderly woman was confronted and assaulted by four young ladies near Paulson Street. She cited an increase in crime in that area and asked that Sheriffs' officials work diligently to keep the senior citizen community safe as they walk through the City.

Councilperson Arceneaux asked the woman if she filed a police report.

Ms. Villa Real replied affirmatively and noted that this kind of behavior is increasing in this area.

Jeff Jagger, co-owner of KTNG860AM, announced the future construction of the first Black and Brown owned public radio station and youth media center in the country created to serve as a platform of unity. For more information go to <https://www.facebook.com/KTNG860AM>.

Dr. Lestean Johnson, President of the Compton Chamber of Commerce, commended Mayor Brown and the City Manager for recognizing the Compton Chamber of Commerce as the one true chamber in the City of Compton which has been in existence since 1923.

Pamela Adell, Tauruson McMillan's partner, recognized the elected officials, law enforcement, and City employees that worked tirelessly to help fashion a reward for the person(s) responsible for murdering Tauruson McMillan. She recounted the events of his death and prayed that no one else would have to hold a death certificate of this manner in their hands.

Mike Madani, Compton resident, advised Councilperson Galvan that it is better to have an enemy that criticizes him than friends that give him cold water. He went on to mention a package he presented to the City Council regarding an investigation on the City of Compton. He reasoned that the City is being investigated because citizens should know what is going on in the City responsible for their tax dollars. He affirmed that there is only one Latino Chamber of Commerce wherein Maria Villa Real is no longer the president due to investigations instituted by the Internal Revenue Service (IRS) and Federal Bureau of Investigation (FBI).

Joyce Kelly, Compton resident, advised Charles Davis to reimburse the City the \$1.2M spent to defend him on behalf of several sexual harassment cases. She also proposed that this administration illustrate the change they campaigned about by starting the meetings on time. She also questioned the increase in crime in the cities of Compton, Altadena and Pasadena. She stated that the letter written in support of SB921 is signed exclusively by Aja Brown, Mayor of Compton. She indicated that she was not pleased by the Mayor monopolizing the normal processes of the City Council and maintained that if Mayor Brown wants to monopolize progress she should choose to fill potholes and brighten the streetlights.

Carolyn Stokes, Compton resident, explained that it took Sheriffs' officials an hour and a half to come to her home to make a police report on her stolen car. She insisted that if this City Council is going to pay the Sheriffs' Department they should be required to do their job and do it right. She cited the need to buy three new tires for her car due to the excessive amount of potholes in the City and asked that something be done about these issues instead of paying the elected officials' salaries. She affirmed that there is only chamber in the City of Compton and that is the Compton Chamber of Commerce; in addition she stated that there is a rumor in the community that they did not receive their usual stipend from the City because Dr. Johnson voted in opposition to this administration.

Lynn Boone, Compton resident, made reference to Item No. 7 and maintained that the Mayor's position in the City of Compton is ceremonial. She conceded her support for the letter to Senator Wright; however she insisted that the letter be signed by every member of the City Council. She also referenced Item No. 6 and requested the funding source of the reward funds. She further commented on the countless number of residents that have approached the City Council for monetary assistance to bury their loved ones and felt it inappropriate to give a \$10,000 reward for someone that worked in Pasadena.

Susan Adams, Compton resident and member of the National Council of Negro Women Compton Chapter, expressed her sincere gratitude and appreciation to Mayor Brown for being a guest speaker during their Black History Month program. She also voiced her appreciation to Mayor Brown and City Manager Duffey for acknowledging the Compton Chamber of Commerce as the only certified chamber in Compton. She went on to request the process of notifying the Chamber of new businesses and further complimented the City Attorney for doing a great job in the community.

CONSENT AGENDA

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

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

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

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

ITEMS REMOVED FROM THE CONSENT AGENDA - Item No. 3 was removed from the Consent Agenda for discussion.

On motion by Zurita, seconded by Arceneaux, the Consent Agenda was approved with exception of Item No. 3, by the following vote on roll call:

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

APPROVAL OF MINUTES

- 1. FEBRUARY 4, 2014 - Approved.

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

- 2. CLAIMS AGAINST THE CITY OF COMPTON
Darianna Hernandez and Griselda Gomez v. City of Compton (I-8629/LI0000319A)
Gentry Mackins v. City of Compton (I-8625/LI0000314A)
Miguel Sanchez v. City of Compton (I-8628/LI0000317A)
Sigrid Roberts-Dyas v. City of Compton (I-8627/LI0000316A)
(Claims denied)

ITEMS REMOVED FROM THE CONSENT AGENDA

BUILDING AND SAFETY

- 3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH
BEST RESTORATION SERVICES, INC. AND ISSUE A PURCHASE ORDER IN THE
AMOUNT OF \$10,000 FOR EMERGENCY BOARD-UP SERVICES AND WEED
ABATEMENT

Councilperson Zurita asked the City Manager if this service has gone out to bid and if so, when was the last time.

#2.

City Manager Duffey stated that a formal bid was done in August 2013 wherein the City received four quotes for services.

Councilperson Zurita requested the criteria for boarding up houses. City Manager Duffey answered that the City gets involved if there is an immediate threat to the health and safety of those around the structure, i.e., vandalism, fire, flood, car crash, etc.

Councilperson Zurita asked the City Manager if the City is billing property owners for reimbursement for monies spent to board these homes; additionally Ms. Zurita noted that she would like to learn the process and investigate why the City is paying to have houses boarded up.

Mr. Butler, Building and Safety Director, informed Councilperson Zurita that the City is reimbursed for board-up services and liens are placed on the property.

Councilperson Zurita asked if anyone could call to have a house boarded up.

City Manager Duffey clarified that not just anyone could call to have a house boarded up; there are certain steps that must be completed prior to the process.

Councilperson Zurita requested an explanation of this process due to concerns of accountability.

Carl Houston, Director of Code Enforcement, stated that prior to calling the contractor, the City sends out notifications to the last registered owner as well as the bank holder of the property and they are notified of the sub-standard conditions, i.e. open, unsafe, unsavory activities at the location. Moreover, Sheriffs' officials may be contacted to determine if they have also received phone calls or complaints before taking any action on a particular property.

Councilperson Zurita requested the entity responsible for monitoring the activities of this contractor, and whether or not the City has recovered any of the fees.

Stephen Ajobiewe, City Controller, explained that the City does not recover any of the fees until the property is sold.

Councilperson Zurita proposed that this process be reassessed to ensure that the City recovers its fees and that this company is held accountable for the billing and invoicing, tracking and monitoring of fees recovered.

City Manager Duffey assured Councilperson Zurita that, that process is in place and that the property owner cannot obtain an owner's permit or rental inspection prior to the liens being paid for.

Mayor Brown cited the consequences of the City not boarding up or addressing hazardous properties that could potentially be harmful to the community.

Jon Thompson, Fire Chief, notified Councilperson Zurita that the department went out to bid for a cost and recovery company which is scheduled to come before the City Council as an agenda item in the next couple of weeks.

Councilperson Zurita requested the number of house fires occurring in the City of Compton. Fire Chief Thompson stated that there are approximately 600 house fires annually in the City of Compton.

Councilperson Zurita requested an audit on Best Restoration Services regarding their total billable amount to the City of Compton and how long they have worked with the City.

Councilperson Galvan asked the City Manager if this contractor is required to board windows and pull weeds. City Manager Duffey replied affirmatively if it poses a significant health hazard.

City Attorney Cornwell requested a discussion with the City Manager and Building Department Director on this issue.

Councilperson Arceneaux asked why the administration citation is only \$100 per violation per property when there can be a number of different violations.

City Manager Duffey stated that in addition to citing the actual violations property owners are being charged this administrative citation.

Councilperson Arceneaux proposed that fines be increased per violation because at some point the impact to absentee landlords has to be increased because the City is suffering due to their inaction.

Mayor Brown asked if there is a difference between the fee for private and commercial property owners.

City Manager Duffey indicated that there is no difference in fees between private and commercial property owners.

Mayor Brown submitted a recommendation to change the fee schedules for private and commercial property owners especially for active businesses.

City Manager Duffey indicated that he would bring back the building department's monthly report indicating the number of citations issued, compliance, and the dollar amount which will illustrate whether or not the administrative citation process is working.

Councilperson Arceneaux requested a survey to determine if other cities are issuing administrative citations by visit or violation.

Councilperson Galvan requested the number of citations issued to date.

Mr. Butler stated that ten administrative citations have been issued since February 1, 2014; in addition staff has adopted the state law fee fine which is: \$100 for the first violation, \$200 for the second violation, and \$500 for the third violation going up to \$1000 in one year for residential and commercial.

Councilperson Arceneaux asked Mr. Butler if the fee schedule says \$100 per violation or property. Mr. Butler explained that the citation is \$100 per violation.

Mayor Brown asked what the City was doing before the current administrative process because she remembers a policy in place for citing property owners of vacant properties.

City Attorney Cornwell stated that prior to administrative citations, there was a notice of violation, court case, misdemeanor, the City Attorney's Office would file a complaint then go to court on a misdemeanor violation per the Compton Municipal Code.

City Manager Duffey also noted that the resolution for administrative citations says that once it has been issued and is not paid, it will be paid for when property owners apply for their driver's license registration or filing state taxes.

Councilperson Galvan requested the number of times a year the City Attorney's Office goes to court for these cases.

City Attorney Cornwell stated that he would report back that information.

Councilperson Galvan complimented Mr. Butler from the Building and Safety Department as well as Charles Nelson from the Street Department; however he contended that ten citations are unacceptable and that those funds could be used to fix the City's streets instead of boarding up abandoned properties.

#2.

Discussions ensued regarding the City's approach and timing to repair major thoroughfares and smaller streets.

Councilperson Galvan requested a report of the potholes repaired by the Street Department.

Mayor Brown asked that the list be assembled by District.

Councilperson Galvan asked the City Manager to drive around the Second District to see, firsthand, the potholes he is referring to and further requested the price differential between the City and JetPatcher filling potholes.

City Manager Duffey stated that he did not have that information at this time, but that JetPatcher is effective and guaranteed for two years.

Councilperson Arceneaux insisted that the property at 156th Street and Central Avenue be demolished because it reduces the property values in that area and has become a health and safety issue.

Councilperson Zurita stated that she believes the property at 250 North Central Avenue is a public nuisance and safety hazard as well.

Mayor Brown cited the abandoned properties located on the east side of Willowbrook Avenue on the southeast side of Rosecrans Avenue.

City Manager Duffey notified Mayor Brown that the redevelopment agency was in negotiations to acquire the properties on Willowbrook Avenue and that he would bring back a history on the property located at 156th and Central Avenue.

Councilperson Jones commended the City Manager and staff for completing the installation of the traffic signal at Atlantic and Alondra Boulevard.

On motion by Zurita, seconded by Arceneaux, **Resolution # 23,903** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BEST RESTORATION SERVICES, INC. AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$10,000 FOR EMERGENCY BOARD-UP SERVICES AND WEED ABATEMENT**" was approved, by the following vote on roll call:

AYES: Council Members - Arceneaux, Jones, Brown

NOES: Council Members - Zurita, Galvan

ABSENT: Council Members - None

END CONSENT AGENDA

REGULAR AGENDA

CITY MANAGER'S REPORT

4. REQUEST TO SCHEDULE A PUBLIC HEARING: APPEAL OF PLANNING COMMISSION DECISION ON CONDITIONAL USE PERMIT CASE NO. 2730 - 803 WEST ALONDRA BOULEVARD

On motion by Zurita, seconded by Jones, the public hearing was scheduled for March 11, 2014 at 5:50 p.m., by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

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

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

5. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 2-1.2 OF CHAPTER II OF THE COMPTON MUNICIPAL CODE (REGULAR MEETINGS; ADJOURNMENT) **(First Reading)**

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

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

NOES: Council Members - None

ABSENT: Council Members - None

Councilperson Zurita asked the City Clerk if the online agenda will have links for each agenda item and their background documentation.

City Clerk Godwin explained that the Information Technology (IT) Department is currently working on the installation of new software that will allow for that capability which is scheduled for completion during the first meeting in March.

Councilperson Zurita requested a consensus from the council members to conduct the commission meetings prior to 3 p.m.

Councilperson Galvan also asked that the council consider conducting the City Council meetings at 6 p.m. on the second and fourth Tuesdays.

Discussions continued regarding the most beneficial time to conduct City Council meetings.

On motion by Arceneaux, seconded by Jones, (amended motion) City Council meetings will be held at 5:45 p.m. on the second and fourth Tuesdays and 3:30 p.m. on the first and third Tuesdays, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A REWARD FOR INFORMATION LEADING TO THE IDENTITY, APPREHENSION AND CONVICTION OF ANY PERSON RESPONSIBLE FOR THE DEATH OF TAURUSON MCMILLAN

Councilperson Galvan requested the identity of the funding source for this resolution.

City Attorney Cornwell explained that the exact funding source would be determined when an additional resolution and review of this matter comes back before the City Council.

Councilperson Galvan expressed his sympathy for the family of the victim and proposed that the City work with the Sheriffs' Department to assist with the reward amount considering there are residents in the Compton community that would like the same assistance. Mr. Galvan also stated that he knows people and business owners that will contribute to the fund.

Councilperson Zurita proposed that the City establish a separate ongoing reward account for donations in honor of Mr. McMillan.

Mayor Brown spoke in support of Councilperson Zurita's recommendation.

#2.

Councilperson Zurita also proposed that the City designate a billboard to advertise the reward once the funding source is identified.

Councilperson Arceneaux read the Compton Municipal Code regarding liability of guilty parties or parents.

City Attorney Cornwell reiterated that this resolution authorizes an offer at least to the amount of \$10,000 for this particular case; the City does not select the fund that it comes from.

Mayor Brown requested a report back from the City Controller regarding the establishment of the funding source.

On motion by Zurita, seconded by Arceneaux, **Resolution # 23,904** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A REWARD FOR INFORMATION LEADING TO THE IDENTITY, APPREHENSION AND CONVICTION OF ANY PERSON RESPONSIBLE FOR THE DEATH OF TAURUSON MCMILLAN**" 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 SUPPORTING SENATE BILL 921 (WRIGHT), TO RETURN TAXPAYER APPROVED LEVY FUNDS TO THE INTENDED FUND PURPOSES.

On motion by Zurita, seconded by Jones, **Resolution # 23,905** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING SENATE BILL 921 (WRIGHT), TO RETURN TAXPAYER APPROVED LEVY FUNDS TO THE INTENDED FUND PURPOSES**" 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

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON OPPOSING AB 820 (GOMEZ), WHICH REPEALS PROVISIONS OF EXISTING LAW AUTHORIZING A GAMBLING ESTABLISHMENT TO WAIVE THE COLLECTION OF FEES.

Councilperson Zurita requested an explanation on behalf of the citizens.

City Manager Duffey explained that AB820 requires card clubs to make every person that plays cards to pay gaming collection fees. Conversely, the Crystal Casino recently started the practice of not requiring players to pay collection fees which makes them as competitive as the Indian gaming casinos. As a result, staff is requesting that council approve this resolution to ensure Crystal Casino remains competitive in the casino industry .

On motion by Arceneaux, seconded by Jones, **Resolution # 23,906** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON OPPOSING AB 820 (GOMEZ), WHICH REPEALS PROVISIONS OF EXISTING LAW AUTHORIZING A GAMBLING ESTABLISHMENT TO WAIVE THE COLLECTION OF FEES**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

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

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Sebrie Park Town hall meeting will be Wednesday, February 19, 2014 at 6:30 p.m. in the Council Chambers. For more information contact Kiera Jo at (310) 605-5510.
- Free Mammogram Clinic will be held Wednesday, April 2, 2014 from 8:30 a.m. to 3 p.m. Recipient eligibility criteria are: 40 years and older with no insurance. Call (310) 605-5510 to register for this event.
- Sanitation District Earth Day Celebration will be held April 12, 2014 at 1955 Workman Mill Road in Whittier California.
- Proposed an increase in the unanticipated fee costs to ensure candidates pay their election obligations.
- Notified the City Manager that the traffic signal at Central and Compton Boulevard is not working.

City Manager Duffey informed Councilperson Zurita that the traffic signal is currently being outfitted with additional components to repair the light.

Meeting adjournments:

Regina Rosseau

Councilperson Galvan offered the following communications/announcements:

- Attended the Ground-Breaking Ceremony for the new Metro senior housing facility.
- Congratulated former Compton resident and Star NBA Player DeMar DeRozan on his first All-Star Game.
- Referenced the success of his Shoe Drive and recognized Tomas Carlos for organizing the event.

Meeting adjournments:

Desiree Galvan

Councilperson Arceneaux offered the following communications/announcements:

- Asked the City Clerk to explain how citizens can continue in the process of running for office with unpaid debt.

City Clerk Godwin explained that this was the first By-District election, \$1500 was collected from each candidate for their deposit with each being notified that more or less would be required; and in this case, the amount totaled \$2200. Ms. Godwin indicated that each individual was notified if they had a balance and that she would be working with the City Attorney's Office to collect unpaid fees.

Councilperson Arceneaux stated that she still sees candidate signs posted throughout the City.

City Clerk Godwin asked that citizens contact the City Clerk's Office with information regarding the whereabouts of campaign signs so that they can be removed.

- Commented on the success of the Third District Townhall meeting held Thursday; recognized Taper Street Block Club, 156th Street Block Club and Street Maintenance Supervisor Charles Nelson.

#2.

- Third District Townhall meeting will be held Thursday, March 13, 2014 at Burrell McDonald Park from 6 p.m. to 7 p.m.
- Acknowledged Legrand Clegg, The Divas, Elisha Pulliam, Toni Malone, Clarence McGee, Praise Dancers, LeTree Dumas, and Ken Wilson for their contributions to the Black History Month program held at Burrell McDonald Park.
- Day of Demand: National Reparations Day will be held Thursday, March 6, 2014 at Tragnaw Park from 11 a.m. to 5 p.m. For more information please call (310) 632-0577.
- Compton Creek Clean-up will be held March 1, 2014 from 8 a.m. to 12 p.m. Volunteers are asked to meet at Raymond Street Park. For more information please call Deidre Duhart at (310) 605-5612.
- Community Needs Assessment Workshop will be held February 24, 2014 at Tucker Park beginning at 6 p.m. For more information please call (310) 605-5580.

Meeting adjournments:

Michael Ransford

Councilperson Jones offered the following communications/announcements:

- Hosted a Valentine's Social at the Dollarhide Neighborhood Center last Friday.
- Invited the Compton community to see K.B. Solomon as Paul Roberson at Compton College Wednesday, February 19, 2014 at 7 p.m. This event is open to the public.
- Fourth District Community Needs Workshop will be held Thursday, February 27, 2014 at 6 p.m. For additional information please call (310) 605-5662 or (310) 605-5580.
- 2014 Black History Month program will be held Friday, February 28, 2014 at the Dollarhide Neighborhood Center co-hosted by the Drama & Music Club.

***Councilperson Zurita out at 8:49 p.m.**

Mayor Brown offered the following communications/announcements:

- Congresswoman Janice Hahn will be hosting a Black History Month event that recognizes and benefits small businesses entitled "Keeping the Promise" to be held Wednesday, February 19, 2014 at Grant AME Church 10435 South Central Los Angeles from 9 a.m. to 11:30 a.m. To RSVP for this event contact the Office of Congresswoman Janice Hahn at (310) 831-1799.
- Quarterly Business Networking events for local non-organizations will be coming soon.
- Attended the Ground-Breaking Ceremony for the Compton Metro senior housing development; and National Council of Negro Women Compton Chapter event.
- Community Policing Taskforce meeting will be held Thursday, February 20, 2014 at 10 a.m. in the Blue Room. Their first mentorship program began at Roosevelt Middle School.
- Call to Action: Project Restoration Follow-up Training will be held Friday February 21, 2014 at 10 a.m. To RSVP for this event please call (310) 605-5597 or register at contactmayor@comptoncity.org.
- The City-Wide Prayer for Peace will be held Monday, February 24, 2014 from 7 p.m. to 8 p.m. in front of the Martin Luther King, Jr. monument.

- Panda with the Mayor will be held Thursday, February 27, 2014 from 6 p.m. to 7 p.m. at the Panda Express on Rosecrans and Central Avenue.
- Asked that all planned power outages be announced and posted on the City's website, the next power outage is scheduled for February 19, 2014 from 8:30 a.m. to 3:30 p.m. on the Southside of Raymond Street and 65 east of Center Street. Another planned outage will take place February 20, 2014 on the West side of Tamarind Avenue south on 756 Arbutus Street from 8 a.m. to 7 p.m.
- Wished Matie Eaton a Happy Birthday.

Black History Fact:

Today marks the birth of Toni Morrison, prolific author, Pulitzer and Nobel Peace Prize winner, song writer, and Goheen Professor of Humanities at Princeton University.

ADJOURNMENT

On motion by Arceneaux, seconded by Jones, the meeting was adjourned at 8:59 p.m. in memory of **Regina Roussard, Desire Galvan, Michael Ransford, and Mary Davis** by the following vote on roll call:

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

City Clerk of the City of Compton

Mayor of the City of Compton

March 4, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: CITY ATTORNEY REPORT/CLAIM NO. I-8632/LI0000321A

SUMMARY

Council will consider the claim of Derron Goodin (Claim No. I-8632/LI0000321A), presented to the City on January 14, 2014, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

Mr. Derron Goodin presented the above-referenced claim to the City Controller's Office on January 14, 2014. Mr. Goodin claims that on December 17, 2013, while driving on Walnut Street in the City of Compton, he ran over debris that was on the street. He claims that running over the debris caused the rim on one of his car's tires' to break.

Staff conducted an investigation and determined that Mr. Goodin was not the owner of the vehicle. Accordingly, he does not have standing to make this claim.

FINANCIAL IMPACT

This claim could result in a loss of up to \$432.55.

RECOMMENDATION

Staff recommends that this claim be denied.

/S/
CRAIG J. CORNWELL
CITY ATTORNEY

March 4, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: CITY ATTORNEY REPORT/CLAIM NO. I-8633/LI0000322A

SUMMARY

Council will consider the claim of Imelda Capacho-Perez (Claim No. I-8633/LI0000322A), presented to the City on January 21, 2014, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

Ms. Imelda Capacho-Perez presented the above-referenced claim to the City Contoller's Office on January 21, 2014. The claim is in the amount of \$13,724.00. Ms. Capacho-Perez claims that her automobile, which was parked in the driveway of her home, was damaged when branches from a nearby City tree fell on it.

Our investigation disclosed that Ms. Capacho-Perez's insurer already paid the claim, so she has already been compensated.

FINANCIAL IMPACT

This claim could result in a loss of up to \$13,724.00.

RECOMMENDATION

Staff recommends that this claim be denied.

_____/S/
CRAIG J. CORNWELL
CITY ATTORNEY

March 4, 2014

TO: MAYOR AND CITY COUNCIL
FROM: ALITA L. GODWIN, CMC – CITY CLERK
SUBJECT: ACCEPTANCE OF COMMISSIONER’S RESIGNATION

The following Commissioner’s no longer wish to serve:

<u>Name</u>	<u>Commission</u>
Holley, Felicia	Block Club
Penniman, Sarah	Beautification
Showers, April	Beautification
Solomon, Catherine	Oversight

It is hereby requested that the City Council accept the resignation of the above listed commissioners.

ALITA L. GODWIN, CMC
CITY CLERK

March 4, 2014

TO: MAYOR AND CITY COUNCIL

FROM: ALITA GODWIN, CITY CLERK

**SUBJECT: BOARDS AND COMMISSIONS APPOINTMENT(S)/
REAPPOINTMENT(S)**

Per your request letters were sent out August 5, 2013 to all commissioners with expired terms.

**COMMISSIONER'S WITH EXPIRED TERMS BUT WOULD LIKE
TO CONTINUE SERVING ARE AS FOLLOWS:**

Beautification Committee

<u>Name</u>	<u>Expired</u>
Conley, Paulette	6/30/12
Earl, Janet	6/30/13
Holbrook, Dolores	6/30/13
Hollis, La Florence	6/30/13
Reed, Dwayne	6/30/12
Reeder – Pearsall, Jo Ann	6/30/13
Smith, Aina	6/30/12
Smith, Joel	6/30/13

Block Club Commission

<u>Name</u>	<u>Expired</u>
Adams-Edwards, Susan	6/30/12
Jackson, Jasper	6/30/13
Lightner, Sandra	6/30/13

Commission on Aging

<u>Name</u>	<u>Expired</u>
Dickerson, Evelyn	6/30/12
Diggs, Earlene	6/30/12
Thompson, Barbara	6/30/12

#

Compton Commission for Women

<u>Name</u>	<u>Expired</u>
Scott, Octavia	6/30/12

Disability Commission

<u>Name</u>	<u>Expired</u>
Hood, David	6/30/13
Roshon, Evelyn	6/30/13
Williams, Michael	6/30/12

Federal Grants Advisory Board

<u>Name</u>	<u>Expired</u>
Craven Bragg, Kymberly	6/30/13
Ganter, LaTanya	6/30/13
Jennings, Henry	6/30/12
Postelle, Brenda	6/30/12

Oversight Committee

<u>Name</u>	<u>Expired</u>
Dudley, Velera	6/30/13
Guzman, Lionso	6/30/12
Lewis, Karen R.	6/30/13
Terry, Ulysses	6/30/12

Parks and Recreation Commission

<u>Name</u>	<u>Expired</u>
Relf, Audrey	6/30/13

Planning Commission

<u>Name</u>	<u>Expired</u>
Hill, Michael	6/30/13

COMMISSIONER'S WITH EXPIRED TERMS AND NO LONGER WISH TO SERVE:

<u>Name</u>	<u>Commission</u>
Holley, Felicia	Block Club
Penniman, Sarah	Beautification
Showers, April	Beautification
Solomon, Catherine	Oversight

**COMMISSIONERS WITH EXPIRED TERMS THAT WERE
MAILED A LETTER AND DID NOT RESPOND ARE AS
FOLLOWS:**

Beautification Committee

<u>Name</u>	<u>Expired</u>
Rodriguez, Francisco	6/30/15*

*Have never attended a meeting since his appointment (9/20/11)

Block Club Commission

<u>Name</u>	<u>Expired</u>
Reynaga, Josefina	6/30/13
Sanchez, Gorgonio	6/30/13

Disability Commission

<u>Name</u>	<u>Expired</u>
Hall, Audrey J.	6/30/13

Federal Grants Advisory Board

<u>Name</u>	<u>Expired</u>
Ballard, Roslyn M.	6/30/13

Youth Commission

<u>Name</u>	<u>Expired</u>
Cannon, Kendall	6/30/11
Macias, Rosa	6/30/11
McVay, Angelo	6/30/14
Urrea, Karoll	6/30/11
Williams, Domonique	6/30/13

***May all be outside of the age limit**

**BOARDS/COMMISSIONS/COMMITTEES THAT HAVE VACANCIES
NOT INCLUDING EXPIRED TERMS ARE AS FOLLOWS:**

Compton Commission for Women

Three (3) Vacancies (2 unexpired 6/30/14, 1 new appointment)

Disability Commission

One (1) Vacancy (new term)

Planning Commission

One (1) Vacancy (new term)

***FOOTNOTE:** If the City Council accepts the resignation of Felicia Holley (Block Club Commission), Sarah Penniman (Beautification Committee), April Showers (Beautification Committee), and Catherine Solomon (Oversight) then there will be one (1) vacancy on the Block Club Commission, two (2) vacancies on the Beautification Committee, Commission and one (1) vacancy on the Oversight Committee.*

The following persons have submitted an application expressing their desire to be appointed to a commission.

<u>Name</u>	<u>Commission</u>
Adams, Susan	Oversight Committee (currently on Block Club)
Alexander, Gregory	Parks & Recreation/Planning
Allen, Laterreia	Beautification/Parks & Recreation
Benham, Cachet	Youth Leadership Council
Cannon, Zadie	Oversight/Public Safety/Federal Grants Advisory
Coleman, Jocelyn	Employment & Training/Federal Grants
Darden, Lillie	Oversight/Commission for Women/Federal Grants
Davis, Charles	Planning Commission
Davis-Wells, Crystal	Parks & Recreation
Dawson, Margaret	Commission for Women/Commission on Aging
Durrah, Eugene	Mayor's Oversight Committee (Committee does not exist)
Edwards, Mary	Oversight Commission
Gardner, Kinikia	Planning/Beautification/Housing Advisory/ Public Safety
Hayden, Aleah	Employment & Training
Haymon, Della	Commission on Aging
Hays, James Jr.	Planning Commission
Hefflin, Donna	Block Club Commission
Horton-Pope, LeMeika	Planning Commission/Oversight Committee
Jackson, Maiki	Youth Leadership Council
King, Corinth	Youth Leadership (age requirement)/Parks & Recreation/Commission for Women
Lewis, Keahna M.	Block Club Commission

Name (cont.)

Moore, Tamara

Moore, Tammy

Oliver, Darrin

Oliver, Veronica

Parker, Callie

Pitts, Gregory Jr.

Ray, Robert

Reed, Jon F. Sr.

Reynaga, Cristian

Ruiz, Juan

Shandell, Irene

Smith, James

Taylor, Randy

Williams, Etta

Commission(cont.)Commission for Women/Employment & Training/
Block ClubCommission for Women/Oversight/Personnel
Employment & Training/Oversight/Public Safety/
Community Relations

Commission for Women

Commission on Aging/Oversight/Planning

Oversight Committee

Public Safety Commission

Public Safety/Block Club/Youth Leadership (age
requirement)/

Planning/Beautification

Youth Leadership Council

No commission/committee listed

Oversight/Planning

Economic & Workforce Development/

Education & Youth Development (Committees do
not exist)

Public Safety/Block Club

Commission on Aging

FOOTNOTE: Bernandino Sanchez and Mickel Siler have submitted applications, however they are both outside the city limits.

ALITA L. GODWIN, CMC
CITY CLERK

March 4, 2014

TO: MAYOR AND CITY COUNCIL

FROM: ALITA L. GODWIN, CMC – CITY CLERK

SUBJECT: APPOINTMENTS TO MULTI-JURISDICTIONAL ASSOCIATION AND COMMITTEES FOR CITY OF COMPTON REPRESENTATION

The following is a list of associations and committees that this Honorable Body represents. It is requested that your Honorable Body make appointments to the various associations and committees.

ALAMEDA CORRIDOR BOARD

Compton no longer on board, only Los Angeles and Long Beach

CALIFORNIA CITIES HOME OWNERSHIP AUTHORITY

Representative – Mayor Aja Brown

Alternate: Yvonne Arceneaux

Unable to find contact information

CALIFORNIA CONTRACT CITIES-8119 Somerset Blvd., Paramount, Ca. 90723

Representative – Mayor Aja Brown

Alternate: Vacant

Received no answer

**COMPTON CREEK MOSQUITO ABATEMENT DISTRICT (BOARD OF TRUSTEES)-
1224 S. Santa Fe Avenue, Compton, 90221**

Representative – Yvonne Arceneaux

Alternate: Vacant

Unable to find contact information (number on file is disconnected)

COUNTY SANITATION DISTRICT-1955 Workman Mill Rd., Whittier, 90607

Representative – Mayor Aja Brown

Alternate: Janna Zurita

*The second (2nd) district meets on the fourth Wednesday
The eighth (8th) district meets on the second Wednesday*

\$125 Stipend



GATEWAY CITIES COUNCIL OF GOVERNMENTS-16401 Paramount Blvd., Paramount, 90723

710 Freeway

Representative – Vacant

Alternate: Willie Jones

Meet on the third (3rd) Wednesday at 1:30 p.m.

\$100 Stipend

91/605 Freeway

Representative – Yvonne Arceneaux

Alternate: Vacant

Meet on the fourth (4th) Wednesday

\$100 Stipend

INDEPENDENT CITIES ASSOCIATION OF LOS ANGELES COUNTY (Non-Voting)

Representative - Mayor Aja Brown

Alternate: Vacant

Left message

INDEPENDENT CITIES LEASE FINANCE AUTHORITY- POB 1750, Palmdale, Ca 93590

Representative – Mayor Aja Brown

Alternate:

Left message

JOINT POWERS AUTHORITY

Representative – Mayor Aja Brown

Alternate: Janna Zurita

Meet on the third (3rd) Wednesday at 10:00 a.m.

\$250 Stipend (before taxes)

LEAGUE OF CALIFORNIA CITIES-1400 K Street, Sacramento, 95814

Representative - Yvonne Arceneaux

Alternate: Vacant

Alternate: Vacant

General meetings are held February 20th-21st from Noon on Thursday until Noon on Friday in San Francisco

There is a one day meeting on April 24th in Sacramento

There is a conference held July 17th -18th in Monterey

There is a short 90-minute meeting held September 3rd-5th

MTA – METROPOLITAN TRANSPORTATION AUTHORITY

Representative – Mayor Aja Brown

Alternate: Council Members

*Meetings are held on the fourth (4th) Thursday at 9:30 a.m.**\$150 Stipend w/ Max of \$600 a month***METROPOLITAN WATER DISTRICT – 700 N. ALAMEDA ST., LOS ANGELES 90012**

Representative – Yvonne Arceneaux

*Meetings are held on the second (2nd) Tuesday at Noon**No Stipend**No alternate is allowed, if representative does not show they will be considered absent***SO. CA. AIR QUALITY MANAGEMENT DISTRICT – 21865 E. Copley Drive, Diamond Bar, 91765***Compton is not on the Board**Meetings are held on the First (1st) Friday at 9:00 a.m.**\$100 Stipend***SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS-818 W. 7th Street, 12th Floor,
(Main Office), Los Angeles 90017**

Representative – Mayor Aja Brown

Alternate: Vacant

*Meetings are held on the First (1st) Thursday from 9:00 a.m. to 2:00 p.m.**(Will be dark in the month of July 2014 and the meeting for September will be held on the second 2nd) Thursday)**\$120 Stipend*

It is recommended that appointments be made to alternate positions that are currently vacant.

**ALITA L. GODWIN, CMC
CITY CLERK**

#

RESOLUTION NO. 23,039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
DEFINING THE TERM "OFFICIAL REPRESENTATIVE(S)" IN REGARD TO
REQUESTS FROM MULTI-JURISDICTIONAL ASSOCIATIONS AND
COMMITTEES FOR CITY OF COMPTON REPRESENTATION

WHEREAS, from time to time the City of Compton receives request to select a representative to sit on a multi-jurisdictional association and committee; and

WHEREAS, several of these associations and committees, for example the California Contract Cities Association and the Southern California Association of Governments have bylaws which define the term "Official Representative" as the Mayor or a member of the legislative body; and

WHEREAS, other associations and committees are silent as to the definition for the representative requested; and

WHEREAS, in order to provide clarification and efficiency, the City Council now desires to define official representative for these associations and committees as the Mayor or a member of the legislative body where the requesting body is silent; and

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

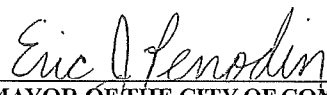
SECTION 1. That for purposes of providing an official representative for multi-jurisdictional associations and committees, the definition for official representative shall be: the Mayor or a member of City Council.

SECTION 2. That in instances where the requesting multi-jurisdictional association or committee has a conflicting definition regarding the representatives sought, the requesting association or committees' definition shall prevail.

SECTION 3. That a certified copy of this resolution shall be filed in the offices of the City Manager and the City Clerk.

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

ADOPTED this 2nd day of February, 2010.


MAYOR OF THE CITY OF COMPTON

ATTEST:


CITY CLERK OF THE CITY OF COMPTON

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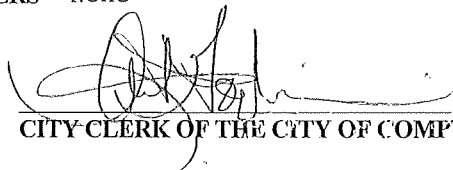
RESOLUTION NO. 23,039
Page 2

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the 2nd day of February, 2010.

That said resolution was adopted by the following vote wit:

AYES: COUNCIL MEMBERS - Calhoun, Dobson, Arceneaux, Jones,
NOES: COUNCIL MEMBERS - None Perrodin
ABSENT: COUNCIL MEMBERS - None
ABSTAINS: COUNCIL MEMBERS - None


CITY CLERK OF THE CITY OF COMPTON

March 4, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: ROBERT DELGADILLO, (INTERIM) DIRECTOR
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER 30 (ZONING CODE) OF THE COMPTON MUNICIPAL CODE BY ADDING SECTION 30-48 TO ESTABLISH REGULATIONS FOR UNATTENDED DONATION BOXES IN THE CITY.

SUMMARY:

The City Council will consider adopting an ordinance which will enact regulations governing the review, permitting and placement of unattended donation boxes within the City of Compton.

BACKGROUND:

Last year staff became aware that unattended donation boxes were being located on properties within the City without permits or City review. In addition to health and safety concerns arising from locations where donated items and other trash may be stacking up outside of the donation boxes leading to probable vermin infestation, unattended donation boxes were frequently being targeted for illegal dumping and/or scavenging; staff also discovered that some donation boxes had been placed in locations that blocked pedestrian access or parking spaces and on property without the owner's knowledge or consent.

Unattended donation boxes are typically placed for the collection of salvageable personal property; such as clothes, books, and furniture for charitable purposes. However, not all of the donation boxes in the community are run by charities. Many donation boxes are operated by private "for-profit" companies who may solicit used goods for the purpose of recycling or resale without stating this to the public. The donation boxes operated by "for-profit" companies may not be distinguishable from those owned by charitable organizations, thus donors may not know if their property is going to a charity or to a "for-profit" company.

STATEMENT OF ISSUE:

Currently, the City's Zoning Ordinance (Chapter 30 of the Compton Municipal Code) does not contain any specific standards that address the above-referenced concerns or provide for the specific regulation of donation boxes other than one (1) requirement contained within the California Redemption Value ("CRV") recycling policy. Thus, staff is recommending an amendment to the Zoning Ordinance to address these concerns

#7.

**Staff Report – Ordinance Adding Section 30-48
To CMC – Regulation of Unattended Donation Boxes
March 4, 2014, page 2**

and create uniform standards for the review and regulation of unattended donation boxes within the City.

In July 2010, the State enacted Assembly Bill (AB) 918, which amended portions of the Welfare and Institutions Code (see Attachment), in an effort to regulate unattended donation boxes and to provide consumers with information regarding how their donations would be used. Importantly, the law does not limit the ability of local municipalities to place further restrictions on the donation boxes.

The California Constitution allows cities and counties to adopt local police, sanitary, and other ordinances that don't conflict with the state's general laws. Using this police power to regulate private behavior to achieve public goals, cities and counties can adopt zoning ordinances. Some local zoning ordinances require owners to obtain use permits for certain land uses.

This proposed ordinance will require that a permit be obtained from the City in order to operate an unattended donation box within the City. Some of the key provisions of the ordinance require that:

- Only charitable non-profit organizations will be allowed to operate donation boxes within the City and the donation box operator must provide proof of charitable status and is qualified to solicit donations of salvageable personal property.
- Submission of a site plan showing the proposed location of the box onsite.
- The donation box operator is required to maintain the donation box and surrounding area free of junk, trash, debris or donated materials and graffiti.
- Each property shall be limited to two donation boxes maximum.
- Sites with donation boxes must maintain a separation distance of 500 feet from other sites with donation boxes.
- Donation boxes will not be allowed in any of the City's residential districts, including the agricultural zones, except for properties owned and operated by a religious or civic institution.
- Execution of an Indemnification and Hold Harmless Agreement by the operator, protecting the City with protection against injuries and/or damages caused by the donation box.
- If a box is not properly maintained, or if a permit is not issued, the box may be declared a nuisance and abated and/or removed.
- Administrative and/or criminal penalties for violation of the ordinance provisions.

**Staff Report – Ordinance Adding Section 30-48
To CMC – Regulation of Unattended Donation Boxes
March 4, 2014, page 3**

FISCAL IMPACT:

It is anticipated that there will minimal or no fiscal impact to the General Fund from this ordinance. The proposed ordinance provides that fees and cost recovery for processing permit applications, investigations, inspections, abatement, storage and/or disposal costs shall be set by resolution or ordinance of the City Council.

These proposed fees and cost recovery amounts shall be brought to Council for public hearing and consideration subsequent to adoption of the attached proposed ordinance.

RECOMMENDATION:

Staff recommends that the City Council adopt the attached Ordinance.

**ROBERT DELGADILLO, (INTERIM) DIRECTOR
PLANNING AND ECONOMIC DEVELOPMENT DEPARTMENT**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING CHAPTER 30 (ZONING CODE) OF THE COMPTON
MUNICIPAL CODE BY ADDING SECTION 30-48 TO ESTABLISH
REGULATIONS FOR UNATTENDED DONATION BOXES IN THE CITY.**

WHEREAS, the City of Compton is authorized by Article XI, Section 7 of the California Constitution to make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws; and

WHEREAS, numerous unattended donation boxes used for soliciting and collecting donations of clothing or other salvageable personal property have been placed throughout the City of Compton without the necessary permits; and

WHEREAS, the City of Compton Municipal Code presently has no specific regulations governing the placement of unattended donation boxes within the City; and

WHEREAS, if not properly maintained and/or routinely emptied, unattended donation boxes will become public nuisances by attracting graffiti, trash, toxic materials, and an infestation of vermin; and

WHEREAS, the City Council of the City of Compton has determined that the public health, safety and welfare of the residents of the City will be promoted and the environmental setting of the City will be maintained and improved through the enforcement of laws regulating the placement of unattended donation boxes within the City.

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

Section 1. That Chapter 30 of the Compton Municipal Code is hereby amended to add **Section 30-48 - "Unattended Donation Boxes"** to read as follows:

30-48 Unattended Donation Boxes.

This Section and the following subsections shall be known as the “Unattended Donation Box Ordinance” of the City of Compton.

30-48.1 Intent and Purpose.

The purpose of this Section is to regulate the placement of unattended donation boxes within the City. The procedures and requirements of this Section are enacted to:

- a. Promote the community’s health, safety, and welfare by regulating unattended donation boxes for clothing or other salvageable personal property within the City.
- b. Ensure that unattended donation boxes do not pose a safety hazard to pedestrian and vehicular traffic.
- c. Ensure that material is not allowed to accumulate outside of the unattended donation boxes where it can be scattered by adverse weather conditions, animal contact or human activities.
- d. Establish criteria that avoid attracting vermin, unsightliness and public health or safety hazards.

30-48.2 Definitions.

- a. "Director" means the Community Development Director of the Planning and Economic Development Department of the City of Compton or designee.
- b. "Operator" means a person, entity, association or organization that has been issued a permit pursuant to the provisions of this Section authorizing the placement of an unattended donation box to solicit or collect donations of clothing or other salvageable personal property.
- c. "Non-Profit Organization" means an entity, association or organization that is exempt from taxation pursuant to Section 501(c)(3) or 501(c)(4) of the United States Internal Revenue Code.
- d. "Permit" means a permit issued pursuant to this Section allowing the placement of an unattended donation box on a specifically designated portion of private property.
- e. "Property Owner" means the person, entity, association or organization who owns the real property where the unattended donation box is located.
- f. "Public property" means any property owned, leased, or by maintained by any federal, state or local government.
- g. "Public right-of-way" means any area used or intended for use by the public for pedestrian or vehicular travel within the City, including but not limited to public streets, highways, roadways, sidewalks, median strips, parkways, plazas, or alleys.
- h. "Salvageable Personal Property" has the same meaning as in subdivision (b) of Section 148 of the Welfare and Institutions Code.
- i. "Unattended Donation Box" means any unattended container, box, receptacle, or similar device that is located on any real property within the City used for soliciting and collecting donations of clothing or other salvageable personal property. This term does not include recycle bins or collection boxes for the collection of California Redemption Value (CRV) recyclable materials.

30-48.3 Permit Requirements and Standards.

- a. General Provisions. Unless otherwise exempt, it shall be unlawful and a public nuisance for any person to place, operate, maintain or allow an unattended donation box on any property without first obtaining a permit from the City pursuant to this Section. All donation boxes must be placed, operated and maintained in accordance with all the provisions of this Section.
- b. Initial Permit Application. Applicants interested in placing an unattended donation box on private property shall first submit a permit application to the Planning and Economic Development Department. Applications that do not include all of the requested information and/or documents shall be deemed incomplete and will not be processed. The permit application shall be made on a form provided by the Planning Department and shall include the following information as to each unattended donation box:
 - 1. The name, address, e-mail, website (if available) and telephone number of the applicant or operator and the owner of the donation box;

2. Written proof sufficient to establish that the operator who will utilize the unattended donation box is qualified to solicit donations of salvageable personal property pursuant to Section 148.3 of the California Welfare and Institutions Code, as amended;

3. The physical address of the property owner's real property and a drawing (or site plan) sufficient to indicate the proposed location of the unattended donation box on the property owner's real property, as well as the size of the proposed unattended donation box and the written consent of the property owner to place the unattended donation box on his/her real property; and

4. An executed Indemnification and Hold Harmless Agreement pursuant to subsection 30-48.6 below;

5. A non-refundable application and processing fee in the amount established by resolution or ordinance of the City Council. This fee shall be in addition to any fee or tax imposed by the City pursuant to any other provision of the Compton Municipal Code (Code).

6. Any additional information which the Director may deem necessary for the proper disposition of the application.

c. Permit Renewal Applications. If an operator is in compliance with this Section, a permit may be automatically renewed for each successive year by timely payment of the renewal fee established by resolution or ordinance of the City Council and the filing of a complete permit renewal application by or before the expiration date of the existing permit. Applications that do not include all of the requested information or documents shall be deemed incomplete and shall not be processed.

d. Review of Permit Application. Once submitted, a complete permit application or renewal application will be reviewed and acted upon within fifteen (15) City business days. If the applicant is not notified in writing by the fifteenth (15) City business day of approval, denial or extension of the permit review period, the permit application or renewal application shall be deemed approved.

e. Issuance of Permits. Upon a finding by the Director that the application is complete, accurate and compliant with this Section, a permit shall be issued.

1. A permit issued hereunder shall be valid for one (1) unattended donation box. A separate permit shall be required for each donation box.

2. The term of the permit shall expire one (1) year from the date of issuance.

3. No operator to whom a permit has been issued shall transfer, assign, or convey such permit to another person or operator.

4. Prior to the expiration of the permit, the operator or property owner may voluntarily cancel the permit by notifying the Director in writing of the intent to cancel the permit. The permit shall become void upon the Director's receipt of a written notice of intent to cancel the permit.

f. Denial of Permit. If an application for a permit is denied, the Director shall notify the applicant in writing within that time period specified in subsection (d) above of the cause for such denial.

30-48.4 Donation Boxes - Requirements and Maintenance

Unattended donation boxes located in the City shall comply with the following standards:

- a. Donation boxes shall be maintained in good condition and appearance with no structural damage, holes, or visible rust and shall be kept free of graffiti.
- b. Donation boxes shall be locked or otherwise secured.
- c. The front of each donation box shall conspicuously display the following information, in at least two (2) inch typeface: (1) name, address, telephone number and e-mail address (if any) of the operator and telephone number of the property owner; (2) a statement that reads "This donation box is owned and operated by a non-profit organization"; and (3) a statement describing the charitable cause that will benefit from the donations.
- d. Donation boxes shall be free of any advertising which is unrelated to the business of the operator of the donation box.
- e. The operator shall place a copy of the current Donation Box Permit in a prominent and visible location in the front of the box in plain view for inspection by the public and City officials.
- f. Donation boxes shall be no more than seventy-eight (78) inches high and seventy-two (72) inches wide and deep.
- g. Donation boxes shall be serviced and emptied as often as necessary to maintain the area surrounding the unattended donation boxes free of over-flowing contents and any junk, garbage, trash, debris or other refuse material.
- h. The property owner and operator shall be individually and severally responsible for abating and removing all over-flowing contents, junk, garbage, trash, debris and other refuse material in the area surrounding the unattended donation boxes within twenty-four (24) hours of written or verbal notice from the City.
- i. If the City abates and/or removes any over-flowing contents, junk, garbage, trash, debris and other refuse material from the area surrounding the unattended donation boxes due to the property owner and/or operator's failure to do so in compliance with the provisions of this Section, the property owner and operator shall be individually and severally liable for all costs incurred by the City for said abatement and/or removal.
- j. Each property is limited to a maximum of two (2) unattended donation boxes at any one time.

30-48.5 Donation Boxes - Location Standards.

Unattended donation boxes shall be located in accordance with the following standards:

- a. Unattended donation boxes shall remain only in the exact location for which they have been permitted and may not be removed unless the donation box is entirely removed from the property or replaced with another donation box in the same location. Any relocation onsite will require the operator to first receive approval of an amended permit.
- b. Unattended donation boxes shall not be placed on any public property, including any public right-of-way.

- c. Unattended donation boxes shall be located in a well lit area.
- d. Unattended donation boxes shall be subordinate to the principal use of the property on which it is located. Unattended donation boxes cannot be the sole or primary land use of a property.
- e. Except for religious and civic institutions, which shall be limited to two (2) donation boxes in compliance with this Section, it shall be unlawful for an operator and/or property owner to place any unattended donation box in any residential district within the City.
- f. No unattended donation box shall be placed within five hundred (500) feet from another unattended donation box.
- g. No unattended donation box shall be placed in any required parking spaces, required landscaping, or setbacks.

30-48.6 Indemnification Agreement.

The permit application and any permit renewal application shall include an Indemnification and Hold Harmless Agreement in favor of the City in substantial compliance with this subsection, which must be executed prior to issuance of any permit under this Section. Pursuant to the Indemnification and Hold Harmless Agreement, the operator shall agree to defend, indemnify, protect and hold the City, and its elected officials, officers, representatives, agents and employees harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including its own employees, agents or officers which arise from or are connected with or are caused or claimed to be caused by any unattended donation box owned by or attributable to the operator.

30-48.7 Revocation of Permit; Removal of Donation Box.

The Director shall have the right to revoke any permit issued hereunder if any of the grounds upon which the Director may refuse to issue an initial permit exists. In addition, the failure of the operator to comply with the provisions of this Section or any other provisions of the Compton Municipal Code or other law shall constitute grounds for revocation of the permit. Any permit issued in error may be revoked without liability to the City.

The Director shall provide written notice to the operator stating the specific grounds for revocation. Upon revocation, the unattended donation box shall be removed from the property within fifteen (15) calendar days and, if not removed within this time period, the City may remove, store and/or dispose of the unattended donation box at the sole cost and expense of the operator and/or property owner. Upon revocation, an operator shall be prohibited from applying for a permit for a period of one (1) year. Any violation of the provisions of this Section is a public nuisance subject to abatement pursuant to this Code or as otherwise permitted by law.

30-48.8 Removal of Donation Box.

Upon the discovery on any property within the City of any unattended donation box lacking the requisite permit, the Director or his/her designee shall have the authority to remove, or cause the removal, storage and/or disposal of the unattended donation box at the sole cost and expense of the operator and/or property owner.

30-48.9 Donation Boxes in Violation of Section.

a. Written Notification. Notwithstanding any condition upon which summary removal is available, enforcement action may be initiated upon determination by the Director that an unattended donation box has been abandoned as set forth in subsection 30-48.10 below, or installed, used or maintained in violation of this Section or any condition of the permit. The operator will be notified in writing of the alleged violation, the intent of the City to remove the unattended donation box if the violation is not corrected within the specified time period, or an appeal hearing is not requested within five (5) business days after giving of such written notice and the procedure for requesting an appeal hearing. Failure to properly correct the violation within the specified time period or to appeal the notice within five (5) business days of the date of the notification shall result in the unattended donation box being summarily removed and stored by the City. A removal and storage fee, as established by City Council resolution or ordinance, shall be assessed against each unattended donation box removed and stored. A timely request for an appeal hearing shall stay any removal by the City; provided, however, if the violation is not corrected within five (5) calendar days after the decision of the City Manager, the City may remove the unattended donation box in accordance with subsection b, below.

If the Director determines that the condition or placement of an unattended donation box poses an imminent threat to the safety of pedestrians or wheelchair users, or the safe flow of vehicles; or that an unattended donation box is unlawfully located within the public right-of-way, the Director may cause the unattended donation box to be summarily removed without prior notice.

b. Removal. Whenever an unattended donation box is summarily removed by the City and stored, the Director shall notify the operator by mailing a notice of summary removal, stating the date the unattended donation box was removed, the reasons therefore, the procedure for claiming the unattended donation box and the procedure for obtaining a post-removal hearing, if desired. Any unattended donation box removed and stored pursuant to the provisions of this subsection shall be released to the operator if claimed within thirty (30) continuous calendar days from the date of notice of removal and on payment of reasonably incurred removal and storage fees. Upon the failure of the operator to claim such unattended donation box and pay the fees within thirty (30) continuous calendar days after the mailing of the written notice of removal, the unattended donation box shall be deemed abandoned property in possession of the City and may be disposed of pursuant to law.

c. Inability to Contact Operator. If the operator and/or property owner cannot be readily contacted based exclusively on information provided in a current permit, related permit application or information affixed to the unattended donation box, no further action on behalf of the City is required. If the operator and/or property owner thereafter notifies the Director to reclaim the offending unattended donation box, and the donation box has not been deemed abandoned and/or disposed of by the City, a notice of summary removal and procedure for obtaining a post-removal hearing shall be served in accordance with subsection b, above, unless waived by the responsible party.

30-48.10 Abandonment.

An unattended donation box shall be deemed abandoned if it is removed pursuant to subsection 30-48.9 above, and unclaimed for thirty (30) continuous calendar days from the date of notification of removal. Unattended donation boxes deemed abandoned may be disposed of pursuant to law. The City may dispose of an unattended donation box and shall not be responsible for any unattended donation box, including its contents, deemed abandoned for thirty (30) continuous calendar days.

30-48.11 Appeals.

Any person or entity aggrieved by a finding, determination, notice, order or action taken under the provisions of this Section may appeal the same by filing an appeal. An appeal must be perfected within five (5) business days after receipt of notice of any protested finding, determination, notice, order or action by filing with the City Manager a letter of appeal briefly stating therein the basis for such appeal. A hearing shall be held on a date no more than fifteen (15) business days after receipt of the letter of appeal unless appellant requests a longer time period. The City Manager shall give the appellant, and any other interested party, a reasonable opportunity to be heard, in order to show cause why the finding, determination, notice, order or action should not be upheld. Within fifteen (15) calendar days of the conclusion of the hearing, the City Manager shall affirm, overrule or modify the finding, determination, notice, order or action. The decision of the City Manager shall be final and conclusive.

30-48.12 Recovery of Costs, Fees and Penalties.

The City Council shall set fees, by resolution or ordinance, to recover all reasonable costs incurred by the City in the regulation of unattended donation boxes.

30-48.13 No Substitute for Business License.

A permit issued under this Section shall not substitute for any business license otherwise required under this Code.

30-48.14 Exemption.

Unattended donation boxes located entirely within the interior of a building are exempt from the requirements of this Section.

30-48.15 Penalty.

Any violation of the provisions of this Section is an infraction, and upon conviction thereof, shall be subject to a fine not to exceed fifty (\$50.00) dollars for a first violation; a fine not exceeding one hundred (\$100.00) dollars for a second violation in the same calendar year; and a fine not exceeding two hundred (\$200.00) dollars for each additional violation in the same calendar year. Each day that such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

30-48.16 Applicability of Section Provisions.

a. The provisions of this Section shall apply to all unattended donation boxes, whether installed and maintained prior to or after the effective date of this Section. Those unattended donation boxes installed prior to the effective date of this Section shall be brought into compliance with the provisions of this Section within sixty (60) calendar days of the effective date of this Section.

b. Any unattended donation box not brought into compliance within sixty (60) days after the effective date of this Section shall be deemed to be in violation of this Section.

c. Nothing in this Ordinance is intended to diminish or otherwise alter the requirements of any other federal, state, or local law governing the regulation of unattended donation boxes.

Section 2. That the City Council declares that, should any provision, section, subsection, sentence, paragraph, clause, phrase 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 an reason of any preemptive legislation, the remaining

provisions, sections, subsections, sentences, paragraphs, clauses, phrases or words of this ordinance hereby adopted shall remain in full force and effect.

Section 3. That a copy of this Ordinance shall be filed in the offices of the City Clerk, City Manager, City Attorney, Planning and Economic Development Department, Building and Safety Department, Public Works/Municipal Utilities and the Los Angeles County Sheriff's Department - Compton Station.

Section 4. That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect thirty (30) days after the date of its final passage and adoption by the City Council.

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 _____, 2014.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, do 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 _____, 2014.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Planning

RESOLUTION TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER 30 (ZONING CODE) OF THE COMPTON MUNICIPAL CODE BY ADDING SECTION 30-48 TO ESTABLISH REGULATIONS FOR UNATTENDED DONATION BOXES IN THE CITY (SECOND READING)

Robert Delgadillo
DEPARTMENT MANAGER’S SIGNATURE

1/15/2014 6:08:14 PM
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

Stephen Ajobiewe
CITY CONTROLLER

1/22/2014 4:52:34 PM
DATE

Johnny Ford
CITY MANAGER

1/21/2014 8:08:29 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.

March 4, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: KELLY MONTGOMERY, ASSISTANT CITY MANAGER
CITY MANAGER'S OFFICE

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON CERTIFYING AN EXCEPTION TO THE PROVISIONS OF SECTION 7522.56 OF THE CALIFORNIA GOVERNMENT CODE LIMITING EMPLOYMENT OF CALPERS RETIREES AND AUTHORIZING THE INTERIM EMPLOYMENT OF MARIO BEAS IN THE POSITION OF DIRECTOR OF THE HUMAN RESOURCES DEPARTMENT.

SUMMARY

The City Council will consider adoption of a resolution certifying an exception to the provisions of Section 7522.56(b) of the California Government Code, which generally prohibits a retired person from serving or being employed by a public employer in the same retirement system from which the retiree receives benefits without reinstatement from retirement.

BACKGROUND

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

- § Appointment is either during an emergency to prevent stoppage of public business or because the retired person has skills needed to perform work of limited duration.
- § Appointment of the retiree shall not exceed 960 hours or other equivalent limit in a calendar or fiscal year.
- § The rate of pay for the employment shall not be less than the minimum, nor exceed the maximum paid to other employees performing comparable duties, divided by 173.333 to equal an hourly rate and no service credit or retirement rights are provided.
- § The retiree, during the 12-month period prior to the appointment cannot have received any unemployment insurance compensation arising out of prior employment with a public employer. Compliance with this provision must be certified in writing by the retiree to the employer upon accepting an offer of employment.

- § At least 180 days has passed between the appointment and the date of retirement, unless the employer certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days has passed and the appointment has been approved by the governing body of the employee in a public meeting.
- § The 180 day waiting period cannot be excepted or waived if the retiree accepted a retirement incentive upon retirement.

STATEMENT OF ISSUE

The City of Compton has been operating without a permanent Human Resources Director for 2 years. After two unsuccessful recruitments, the position remains vacant and the Human Resources Department is currently without interim or permanent leadership.

To assure success in filling this critical position, we intend to reconfigure the position to bring it more in line with current thought in public agency talent management. However, in the interim, it is proposed to hire Mr. Mario Beas, who recently retired (effective December 28, 2013), from the City of Long Beach as Executive Director of the Long Beach Civil Service Commission, to manage the Human Resources Department operations until recruitment can be completed. As a retired CalPERS employee, Mr. Beas' service would be limited to 960 hours of work in a fiscal year.

This appointment is necessary to fill the critically needed position of Director of Human Resources for the City of Compton by March 13, 2013. With the number of employee/labor relations issues facing the City and the pending onset of contract negotiations, it is imperative that the Human Resources Department have in place an experienced executive level director. Mr. Beas is well qualified, as he possesses graduate training in public administration, industry certification in public agency personnel administration, and more than thirty (30) years experience covering all levels and aspects of human resource management, gained in cities in this region.

ALTERNATIVE

This position is critical to meet the requirements of departmental support and legal workplace mandates facing cities. Failure to fill this position temporarily may result in significant workforce, fiscal and legal consequences for the City.

FINANCIAL IMPACT

There is no financial impact as funds for this temporary appointment are included in the Fiscal Year 2013- 2014 Human Resources Department budget.

**Staff Report – Resolution Certifying Exception to
Government Code, Section 7522.56 (Hire HR Director)
March 4, 2014, page 3**

The maximum base salary for the position of Human Resources Director is \$10,793.00 and hourly equivalent is \$62.2673. The minimum base salary for this position is \$9,201.00 and the hourly equivalent is \$53.0827. The hourly rate that will be paid to Mr. Beas will be \$62.2673.

RECOMMENDATION

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

**KELLY MONTGOMERY
ASSISTANT CITY MANAGER**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

February 24, 2014

Mario Beas
9 Constellation Way
Coto De Caza, California 92679

Dear Mr. Beas:

I am very pleased to confirm your offer of employment for the position of **Interim Human Resources Director** for the City of Compton. If accepted, the offer is for an hourly compensation of \$62.27. You have agreed to start your employment on Monday, March 10, 2014. Please report to the Human Resources Department at 8:00 a.m. After the completion of administrative details, you will report to the City Manager's Office for briefing and for the beginning of your first work day.

My offer to appoint you to this position is contingent upon your successful completion of pre-employment medical and background screening. Please contact Assistant City Manager Kelly Montgomery at least one week in advance of your start date to make the necessary arrangements for these screenings and to discuss any questions you might have.

Please be reminded that as a Public Employees' Retirement System (PERS) retired annuitant, and as a temporary employee, you will not receive the employee benefits or the classified employee protections normally afforded City of Compton employees. In addition, both you and the City of Compton are responsible for monitoring your hours of employment to ensure that you do not exceed the PERS limit of 960 hours in a fiscal year.

We are enthusiastic about having you join our team and look forward to a positive and mutually rewarding professional relationship during your time with us.

Yours truly,

G. Harold Duffey
City Manager

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Human Resources

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON CERTIFYING AN EXCEPTION TO THE PROVISIONS OF SECTION 7522.56 OF THE CALIFORNIA GOVERNMENT CODE LIMITING EMPLOYMENT OF CALPERS RETIREES AND AUTHORIZING THE INTERIM EMPLOYMENT OF MARIO BEAS IN THE POSITION OF DIRECTOR OF THE HUMAN RESOURCES DEPARTMENT

Kelly Montgomery
DEPARTMENT MANAGER’S SIGNATURE

2/26/2014 2:07:18 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

2/27/2014 5:22:51 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

2/27/2014 11:31:47 AM
DATE

Kelly Montgomery
CITY MANAGER

2/26/2014 2:12:54 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.

March 4, 2014

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CITY ATTORNEY

RE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE SETTLEMENT CHECK FROM AFFILIATED FM INSURANCE COMPANY IN THE AMOUNT OF \$40,356.47 FOR FIRE PROPERTY DAMAGE AT GONZALES PARK (JACKIE ROBINSON STADIUM) AND AMENDING THE 2013-2014 FISCAL YEAR BUDGET.**

SUMMARY

The City Council will consider adopting a resolution authorizing the City Manager to accept a settlement check in the amount of \$40,356.47 issued by the City's property insurance carrier for repair of damaged property from the fire at Jackie Robinson Stadium in Gonzales Park and amend the 2013-2014 Fiscal Year budget to appropriate the funds into the General Services Department account for repairs to the damage.

BACKGROUND

The announcer's booth in Jackie Robinson Stadium, located at Gonzales Park was damaged by fire on July 30, 2012. The City's fire investigator has indicated that the fire appears to be the result of arson. The City submitted estimates to our property insurance carrier, Affiliated FM Insurance, for repairs of the property and the insurance carrier has agreed and accepted the estimate of \$54,934.34.

STATEMENT OF ISSUE

The actual cash value ("ACV") for repair of the announcer's booth has been calculated to be \$50,356.47. This amount was reached by applying twenty-five percent (25%) depreciation to the materials. The material costs measured for repairs was estimated at 1/3 of the value of the project or \$18,311.45 of the \$54,934.34 estimated repair cost. The different between these two (2) amounts is categorized as labor costs, to which depreciation is not applied.

There is a "Repair & Replace Holdback" amount of \$4,577.87, which the insurance carrier will reimburse to the City upon presentation of proof that the City has expended monies greater than or equal to the value of the replacement cost of \$54,934.34 on any unplanned capital expenditure(s) incurred within 2 years after the date of loss and related to City property covered by the insurance company.

**Staff Report – Resolution Accepting Settlement Check
(\$40,356.47) from Affiliated FM Insurance Co.
March 4, 2014, page 2**

In summary, the settlement check presented by the City's property insurance carrier for fire damage at Jackie Robinson Stadium is **\$50,356.47** for the actual cash value for repairs, less the City's deductible of **\$10,000.00**, for a total settlement at this time of **\$40,356.47**. As indicated above, the City may also recover the "Repair & Replacement Holdback" amount of \$4,577.87 (the difference between the replacement value and the ACV for repairs) after submitting invoices or receipts to the insurance company for unbudgeted capital expenditures that equal or exceed the replacement value of \$54,934.34, within 2 years of the date of loss.

FISCAL IMPACT

The reimbursement (settlement check) of \$40,356.47 will be returned to the General Fund, Account No. 1001 600 000 4269, for repairs of the fire damaged property at Jackie Robinson Stadium.

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution.

**MONICA TURNER
RISK MANAGER**

**CRAIG CORNWELL
CITY ATTORNEY**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE SETTLEMENT CHECK FROM AFFILIATED FM INSURANCE COMPANY IN THE AMOUNT OF \$40,356.47 FOR FIRE PROPERTY DAMAGE AT GONZALES PARK (JACKIE ROBINSON STADIUM) AND AMENDING THE 2013-2014 FISCAL YEAR BUDGET.

WHEREAS, on July 30, 2014, there was a fire at Jackie Robinson Stadium, located at Gonzales Park that caused damage to the announcer’s booth; and

WHEREAS, the City submitted estimates to our property insurance carrier, Affiliated FM Insurance, for repairs of the property and the insurance carrier has agreed and accepted the damage estimate of \$54,934.34; and

WHEREAS, the actual cash value (“ACV”) for repair of the announcer’s booth has been calculated to be \$50,356.47, an amount which was reached by applying twenty-five percent (25%) depreciation to the materials; and

WHEREAS, the material costs measured for repairs was estimated at 1/3 of the value of the project or \$18,311.45 of the \$54,934.34 estimated repair cost, with the different between these two (2) amounts categorized as labor costs, to which depreciation is not applied; and

WHEREAS, there is a difference or “Repair & Replace Holdback” amount of \$4,577.87 between the replacement cost and the actual cash value; and

WHEREAS, the insurance carrier will reimburse to the City this “Repair & Replacement Holdback” amount upon presentation of proof that the City has expended monies greater than or equal to the value of the replacement cost of \$54,934.34 on any unplanned capital expenditure(s) incurred within 2 years after the date of loss and related to City property covered by the insurance company; and

WHEREAS, the City is due a total of \$50,356.47 at this time for the property damage, less a \$10,000.00 deductible; and

WHEREAS, the City has received a settlement check of \$40,356.47 from Affiliated FM Insurance Company, which staff recommends Council authorize the City Manager to accept and return to General Fund Account No. 1001 000 000 3571 for repairs of the fire damaged property at Jackie Robinson Stadium.

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 accept the settlement check from the City’s property insurance carrier, Affiliated FM Insurance Company, in the amount of \$40,356.47 for fire damages occurring at Jackie Robinson Stadium in Gonzales Park.

Section 2. That the 2013-2014 Fiscal Year budget will be amended as follows:

Increase Revenue:

Account Number	Description	Amount
1001-000-000-3571	Legal Revenue	\$40,356.47

Increase Expenditures:

Account Number	Description	Amount
1001 600 000 4269	Repair of City Property	\$40,356.47

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

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

ADOPTED this ____ day of _____, 2014.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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 ACCEPT THE SETTLEMENT CHECK FROM AFFILIATED FM INSURANCE COMPANY IN THE AMOUNT OF \$40,356.47 FOR FIRE PROPERTY DAMAGE AT GONZALES PARK (JACKIE ROBINSON STADIUM) AND AMENDING THE 2013-2014 FISCAL YEAR BUDGET.

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

2/19/2014 6:55:33 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

2/27/2014 1:55:47 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

2/27/2014 11:45:54 AM
DATE

Kelly Montgomery
CITY MANAGER

2/20/2014 8:56:10 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.

March 4, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: ROBERT DELGADILLO, (INTERIM) DIRECTOR
PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2013-2014 BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH LA LOMA DEVELOPMENT COMPANY TO FINALIZE DESIGN PLANS, DEVELOP CONSTRUCTION DOCUMENTS AND CONSTRUCT PHASE III OF THE COMPTON CREEK MULTI-PURPOSE TRAIL AND IMPROVEMENTS IN THE AMOUNT OF \$490,000.00.

SUMMARY

The City Council will consider adopting a resolution that accepts the proposal/bid of La Loma Development Company in the amount of \$470,843.00 and authorizes the City Manager to enter into an agreement with La Loma Development Company to finalize design plans, develop construction documents and construct a Multi-Purpose Trail and Improvements for Phase III of the Compton Creek along the eastside of the Creek between the Home Depot building (located within the Gateway Towne Center south) to North Auto Drive and South Auto Drive.

BACKGROUND

The City received \$500,000 in Measure A funds in 2013 from the Los Angeles County Regional Parks for the construction of the Multi-Purpose trail for Phase III of Compton Creek.

The City released a Request for Bids in October 2013, seeking qualified and experienced companies to finalize pre-prepared conceptual design plans for the trail and improvements, develop those finalized designed plans into construction plans and specifications which would allow for appropriate permits to be issued and construct the actual trail and improvements. All bids were due by October 30, 2013. The City received two responses.

Bid Respondents	Total Cost
La Loma Development Company	\$470,843.00
CHAP Incorporated	\$510,740.00

#10.

Staff Report – Resolution Amend 2013-2014 Budget, Authorize Agreement with La Loma Development Company for Design/Construct Phase III of Compton Creek Multi-Purpose Trail & Improvements March 4, 2014, page 2

The lowest bid received is from La Loma Development Company in the amount of \$470,843.00. La Loma Development Company has extensive experience in designing and constructing similar projects for other Southern California cities and agencies. Thus, based on their qualifications, expertise and experience and the monetary bid presented, staff is recommending that they be awarded the contract to prepare necessary construction documents and construct this segment of Phase III of the Compton Creek project.

STATEMENT OF THE ISSUE

Construction of Phase III of the Compton Creek Multi-Purpose Trail will extend the usable surface of the Compton Creek Trail from Greenleaf Blvd. south to the Crystal Casino and west to Alameda Avenue.

La Loma Development Company will prepare the building construction drawings, obtain all building and construction permits and construct all trail improvements. La Loma is charging \$75,300 for the preparation of the construction drawings and \$395,543 for the actual construction of the trail improvements. Staff is also requesting Council approve a contingency amount of \$19,157.00.

FISCAL IMPACT

The City received funds from Los Angeles County for both the cost and administration of the project. The funds will come from Measure A funding, which were carried over from the 2012-2013 Fiscal Year budget but identified by the wrong object code as "Contribution to Other Agency." Thus, the 2013-2014 Fiscal Year budget needs to be amended to correct the identification of the object code to reflect "Other Contract Services Account."

RECOMMENDATION

Staff recommends adoption by City Council of attached Resolution.

**ROBERT DELGADILLO, (INTERIM) DIRECTOR
PLANNING & ECONOMIC DEVELOPMENT DEPARTMENT**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2013-2014 BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH LA LOMA DEVELOPMENT COMPANY TO FINALIZE DESIGN PLANS, DEVELOP CONSTRUCTION DOCUMENTS AND CONSTRUCT PHASE III OF THE COMPTON CREEK MULTI-PURPOSE TRAIL AND IMPROVEMENTS IN THE AMOUNT OF \$490,000.00.

WHEREAS, in 2013 the City of Compton received Measure A funding in the amount of \$500,000.00 from Los Angeles County Regional Parks for construction of Phase III of the Compton Creek Multi-Purpose Trail and improvements; and

WHEREAS, the Planning and Economic Development Department released a Request for Bids in October of 2013 to obtain bid quotes for the finalization of the design and construction of the Multi-Purpose Trail within the Phase III segment. Two responses were received:

La Loma Development Company -- \$470,843.00
CHAP Incorporated -- \$510,740.00

WHEREAS, La Loma Development Company has extensive experience in designing and constructing similar projects for other Southern California cities and agencies, and based on their qualifications, expertise, experience and lowest, responsive bid, staff is recommending that the City Council award the contract for this Project to them; and

WHEREAS, a California Environmental Quality Act analysis has been performed for the project area under a previous Mitigated Negative Declaration; and

WHEREAS, the 2013-2014 Fiscal Year budget needs to be amended to correct the account information.

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

Section 1. That the bid/proposal of La Loma Development Company is hereby accepted and all other proposals/bids are rejected.

Section 2. That the City Manager is hereby authorized to enter into a contract with La Loma Development Company for the finalization of conceptual design plans, development of construction documents and the construction of the a Multi-Purpose Trail and Improvements for Phase III of the Compton Creek Trail in the amount of \$470,843.00.

Section 3. That the 2013-2014 Fiscal Year budget shall be amended to correct the object code designation as follows:

FROM:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
1526 780 000 4289	Contribution to Other Agency	\$490,000

TO:

1526 780 000 4289	Other Contract Services	\$490,000
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Section 4. That a purchase order is authorized to be issued in the amount of \$470,843.00 from Account No. 1526 780 000 4289 (Other Contract Services Account).

Section 5. That a contingency amount of up to \$19,157.00 is hereby authorized.

Section 6. That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Attorney, City Controller, and Planning and Economic Development Department.

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

ADOPTED this ____ day of _____, 2014.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

**DESIGN/BUILD AGREEMENT
BETWEEN
CITY OF COMPTON
AND
LA LOMA DEVELOPMENT COMPANY**

This **DESIGN/BUILD AGREEMENT** ("Agreement") is entered into by and between the **CITY OF COMPTON**, a Municipal Corporation of the State of California ("City"), located at 205 South Willowbrook Avenue, Compton, California 90220, and **LA LOMA DEVELOPMENT COMPANY**, a California Corporation ("Contractor"), located at 1355 Lincoln Avenue, Pasadena, California 91103.

RECITALS:

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

B. Contractor is a corporation duly organized and in good standing in the State of California. Contractor represents that it is duly licensed by the State of California and has the background, knowledge, experience and expertise to perform the obligations set forth in this Agreement.

C. City and Contractor enter into this Agreement for the purpose of retaining Contractor to finalize design plans, develop construction documents and construct Multi-Purpose Trail and Improvements ("Project") for Phase III of the Compton Creek along the eastside of the Creek between Home Depot building (located within the Gateway Towne Center south) to North Auto Drive and South Auto Drive ("Site").

D. Authorization to enter into this Agreement is pursuant to Resolution No. _____, adopted by the City Council of the City on _____, 2014.

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

1.0 GENERAL PROVISIONS

1.1 Definitions.

1.1.1 **"Work"** consists of all of the Design, Management and Construction Services, including but not limited to all of the labor, materials and equipment necessary to complete the Project in accordance with the Contract Documents, whether completed or partially completed.

1.1.2 **"Contract Documents"** consists of this Agreement (including all exhibits and schedules), any amendments and clarifications issued thereto, the "Request for Bids," any "Supplementary Instructions to Bidders," and any addendum(s) and supplements thereto issued

by the City, the "Proposal" and any "Bid/Unit Price Proposal" submitted by the Contractor, all Design and Construction documents, whether in existence at the time this Agreement is entered into or whether developed after execution thereof, notice to proceed, notice of completion, schedules, exhibits, drawings, any Change Orders, the provisions of the Standard Specifications for Public Works Construction (SSPWC), latest Edition (except as modified), Standard Drawings for Public Works Construction, latest edition (except as modified), and any and all other documents identified in the Contract Documents which together form the agreement between the City and the Contractor.

1.2 Public Work of Improvement.

City and Contractor acknowledge that City is a political subdivision of the State of California and that construction of the Project is to be funded with public funds.

1.3 Trust and Confidence.

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

1.4 Standard of Care.

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

1.5 Compliance with Applicable Laws.

Contractor shall give all notices and comply with all applicable laws and lawful orders of any governmental authorities (including, without limitation, those laws, ordinances, rules, regulations and lawful orders relating to safety, prevailing wage, Hazardous Substances, and equal employment opportunities); pay all local, state and federal taxes; and pay all benefits, insurance, taxes and contributions for Social Security and Unemployment Insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. Upon City's request, Contractor shall furnish evidence satisfactory to City that any and all of the foregoing obligations have been fulfilled. Without limiting the foregoing, Contractor shall pay, and shall require its Design Professionals and Trade Contractors to pay, all employees on said Work a salary or wage at least equal to the prevailing salary or wage established for such Work as set forth in the wage determinations and wage standards applicable to this Work.

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

1.5.1 State Prevailing Wage Requirements. The Contractor's duty to pay prevailing wages can be found under California Labor Code Section 1770 et seq. and the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment can be found in California Labor Code Sections 1775 and 1777.7, as such wage rates are amended from time to time. It is the Contractor's responsibility to ensure payment of prevailing wages and inform all sub-contractors that prevailing wage requirements apply to this construction project from commencement of the Contract through completion of the work.

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

1.6 Key Personnel.

1.6.1 Contractor's Representative. Contractor hereby designates **Marcos Barrantes, Principal** as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

1.7 Design Professionals, Trade Contractors.

1.7.1 Selection. All professional services and construction performed under this Agreement shall be performed by qualified and duly licensed architects, engineers and contractors retained by Contractor pursuant to written contracts or employees of Contractor. Contractor shall have the right upon prior written notice to City, and approval by City, which shall not be unreasonably withheld, to engage Trade Contractors to perform selected portions of the Work on a design/build basis.

1.7.2 Contractor Responsibility. Contractor shall be responsible to City for acts and omissions of its Design Professionals and Trade Contractors and the employees and agents of each of them.

1.7.3 Independent Contractor. Contractor shall be an independent contractor, and neither Contractor, its officers, principals, employees, agents, volunteers and subcontractors, its Design Professionals or Trade Contractors, nor any of their employees or agents, (collectively hereinafter the “Contractor”), shall be considered employees or agents of City. Neither the City nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Agreement. Contractor expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights.

1.7.4 Contingent Assignment. If applicable, Contractor shall include in its contracts with its Trade Contractors and Design Professionals, if any, provisions reserving to City the right, to be exercised in City’s sole discretion, to take an assignment of Contractor’s contracts with its Design Professionals and Trade Contractors in the event that City terminates this Agreement with Contractor.

1.7.5 Notice of Violations. If Contractor believes or is advised by any Design Professional or Trade Contractor that implementation of any instruction received from City would cause a violation of any applicable laws, Contractor shall immediately notify City of such in writing. If Contractor fails to provide such notice, City shall be entitled to assume that its instruction is in compliance with applicable laws.

1.7.6 Third Party Rights, Obligations. Contractor shall take steps to assure that City is made an express third party beneficiary to all such contracts, if any, between Contractor and its Trade Contractors and Design Professionals. Notwithstanding the foregoing or anything else to the contrary in the Contract Documents, there is no intent on the part of City or Contractor by this Agreement to create any rights (including, without limitation, third party beneficiary rights) in favor of any third party and nothing contained in this Agreement or in any other Contract Document and no course of conduct, act or omission on the part of City shall be construed as creating a contractual obligation on the part of City to any Design Professionals, Trade Contractors or other third parties.

1.8 Permits.

Contractor understands and assumes all risk and sole responsibility, without any adjustment to the Contract Price or Contract Time, for obtaining all permits or approvals by governmental authorities that may be necessary for the Project to be completely designed, constructed and ready for occupancy by City.

Prior to or at the time of execution of this Agreement, the Contractor shall

purchase a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

2.0 SCOPE OF SERVICES

2.1 It is the mutual understanding of the Parties that all design/build services to be performed hereunder shall be performed pursuant to the fee schedule, scope of Work and other requirements contained in the Contract Documents. Contractor agrees to provide and furnish all necessary professionals, managers, supervisors, staff, equipment, materials, laborers and other facilities required to complete the following Works:

FINALIZE DESIGN PLANS, DEVELOP CONSTRUCTION DOCUMENTS AND BUILD A MULTI-PURPOSE TRAIL AND IMPROVEMENTS PER THE PLANS AND SPECIFICATIONS DEVELOPED BY CONTRACTOR AND APPROVED BY CITY FOR PHASE III OF THE COMPTON CREEK (Along the Eastside of the Compton Creek between the Home Depot building within the Gateway Towne Center South to North Auto Drive and south Auto Drive).

2.2 Management of Construction Work.

In addition to the Construction Work, Contractor shall perform and provide all the usual and necessary traditional construction management services incident to construction projects of the nature and scope of this Project. The services required are not intended in any manner to diminish the overall responsibility of Contractor for the full and final completion of the Construction Work within the time and cost constraints specified in this Contract.

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

3.0 CONTRACT PRICE

3.1 Total Compensation.

As full and complete compensation for all of the Work hereunder performed by Contractor in accordance with the Contract Documents, City shall pay, and Contractor agrees to accept, a not-to-exceed maximum sum (which includes Design and Project Management Fees and Services and the Cost of the Construction Work), of **Four Hundred Seventy Thousand Eight Hundred Forty Three Dollars (\$470,843.00)** ("Contract Price"), subject to adjustments for changes in the Work as may be agreed to in writing by the City and Contractor.

3.2 The Contract Price, unless changed by Change Order, represents the absolute limit of obligation or liability that City may ever have insofar as the cost for full and final completion of the Work, and the total of all payments to Contractor or its employees, Design Professionals and Trade Contractors, are concerned. Should additional amounts be required to be expended, over and above the Contract Price, to achieve

completion of the Work, including project construction, and payment to Contractor, in accordance with this Contract, liability for and payment of such additional amounts shall be the sole responsibility of Contractor and its Contract surety herein, and City shall not be liable for same. Should the final cost of the construction Work and Contractor's compensation total less than the Contract Price, or any approved revision thereof, the difference shall inure to the benefit of City and no claim for all or any portion of said difference shall be valid against or payable by City.

3.3 Payments.

Progress payments may be made in arrears based on the percentage of Work and deliverables completed by the Contractor. If Contractor fails to submit the required deliverable items according to schedule 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.

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. City will verify the accuracy of the request, correct the charges where appropriate and make payment to the Contractor in an amount equal to the amount of such invoice, as verified or corrected by City. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which the Contractor is billing. Invoices shall be delivered or mailed to the Planning and Economic Development Department Director at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

3.4 Retention.

Contractor agrees to the withholding of a 5% retention fee by the City. Unless there is a dispute, within sixty (60) days after the date of completion of the Work, the retention fee shall be released. If there is a dispute, the City may withhold from the final payment an amount not to exceed 150% of the disputed amount. For purposes of this section, "completion" means any of the following:

- § The occupation and use of the improvement by the City after cessation of labor on the Work; or
- § The acceptance of the Work by the City; or
- § Cessation of labor on the Work of improvement for continuous period of at least 100 days, due to factors beyond the control of the City; or
- § Cessation of labor on the Work of improvement for continuous period of at least 30 days if the City files for record a notice of cessation or a notice of completion.

-Or-

Pursuant to *Section 22300* of the *Public Contract Code* of the State of California, Contractor has the option to deposit securities with a state or federally chartered bank in California, as the escrow agent, as a substitute for retention earnings required to be withheld by

the City pursuant to the Contract entered into between the City and the Contractor.

3.5 Contractor's Warranty of Contract Price.

Contractor warrants and represents that the Contract Price, includes without limitation, (i) all overhead, general and administrative expenses, including without limitation, both on-site and off-site direct job expenses and home office overhead for the project and all fees and assessments for building and other permits for which Contractor is responsible, licenses and inspections required for the project, and (ii) includes and assumes that from time to time Contractor will encounter delays, difficult conditions arising from limited access to Work areas or other interferences for which responsibility is not otherwise attributable to Contractor and unforeseen conditions at the Site not constituting differing site conditions. Except as otherwise provided in the Contract Documents, Contractor assumes full responsibility for its examination, investigation and understanding of such delays and difficulties which may be encountered, and shall be deemed to have included in its Contract Price a sum to cover the cost and expense associated therewith.

4.0 TIME

4.1 Time of Essence.

Time is of the essence with respect to all time limits set forth in the Contract Documents.

4.2 Commencement.

4.2.1 Design and Preconstruction Management Services. Contractor shall commence the Design and Preconstruction Management Services within ten (10) days of execution of this Agreement.

4.2.2 Other Work. Contractor shall commence the portions of the Work other than Design and Preconstruction Management Services upon issuance by the City of a Notice to Proceed and shall continue in a diligent, professional and worker-like manner without interruption until the Work is completed or within 180 calendar days after issuance of the Notice to Proceed, whichever occurs first, unless this Agreement is extended, suspended or terminated as provided herein.

4.3 Extensions.

The Contract Time shall not be extended except by a Change Order issued in accordance with the Contract Documents.

4.4 Compensation for Delay.

4.4.1 Sole Remedy. Extensions of time adjusting the Contract Time shall be Contractor's sole and exclusive remedy for delay for reasons beyond its reasonable control.

4.5 Construction Schedule.

Contractor shall prepare and submit to City a detailed Construction Schedule for the entire Work. The Construction Schedule shall be prepared, utilizing a time-scaled bar chart showing continuous flow from left to right and major milestones which are critical to the completion of the design, engineering and construction of the project and a clearly highlighted critical path. Durations and specific calendar dates shall be clearly and legibly shown for the start and finish of each activity. Activities shall be in sufficient detail to demonstrate a practical plan to complete the design, engineering and construction within the Contract Time. At a minimum, the Construction Schedule shall include City review dates and City review periods related to preparation and processing of submittals, delivery of materials or equipment requiring long-lead time procurement, City's occupancy requirements showing portions of the project having occupancy priority, and proposed dates of substantial completion, performance of minor (or, "punch list") Work and final completion.

4.6 City Review Periods.

All schedules prepared by Contractor, shall include such City review periods as are required by the nature of the Work and/or as requested by City. Contractor shall in all cases deliver to City prior to commencement of an City review period a written request for review, accompanied, if appropriate, by the document, question or other information requiring City or Architect review, response, approval or consideration. For purposes of determining compliance with the City review periods, if Contractor does not deliver its request for review before the first day of a City review period scheduled in the governing schedule, the City review period shall not commence until Contractor delivers such request and the respective City review date shall be extended (without any corresponding adjustment to the Contract Time) on a day-for-day basis until Contractor delivers such request to the proper entity from which a response, review or approval is sought. To the extent that such an extension causes delay to Contractor's performance within the Contract Time, such delay shall be deemed an inexcusable delay.

4.7 Governmental Authority Review Periods.

Contractor shall include in all of the schedules it prepares estimates of the time required for governmental authorities to inspect, review and approval of the Work while in progress, including, without limitation, any submittals or other designs prepared by Contractor or Trade Contractors relating to the Work. Contractor is solely responsible for the sufficiency and accuracy of its estimates of time for all governmental authority review periods.

4.8 Responsibility for Schedules.

Contractor shall remain solely responsible, notwithstanding City's review or approval thereof, for the accuracy, completeness, suitability and feasibility of all elements of all schedules it prepares for the project, including all updates thereof.

4.9 “Fast-Track” Design and Construction.

If City directs in writing, Contractor may be required, with no adjustment to the Contract Price or Contract Time, to: (i) commence the Construction Phase before the Preconstruction Phase is completed, in which case both phases shall proceed concurrently; and (ii) furnish Design and Preconstruction Management Services in a noncontinuous or out-of-sequence manner that correspond to City’s requirements, including, without limitation, City’s requirements for phased or “fast track” construction; provided, however, that nothing herein shall be construed as precluding the right of Contractor to seek an adjustment to the Contract Price and Contract Time for additional costs of Work and delay if, through no fault or failure by Contractor to comply with the requirements of the Contract Documents (including, without limitation, flaws or inaccuracies in the schedules developed by Contractor), the Contractor is directed in writing by the City to change the sequence of activities from that which has been previously approved by City in the course of City’s review and approval of the Construction Schedule.

5.0 PRECONSTRUCTION PHASE

5.1 Ownership and Use of Design Documents.

5.1.1 Property of City. All Design Documents prepared or furnished by or for Contractor or its Trade Contractors or Design Professionals in connection with the Project shall be the property of City, whether or not the Project is completed, and all common law and statutory copyrights now held or acquired in the future by Contractor and its Trade Contractors and Design Professionals in the Design Documents or in the design of the Project, or any portion of the Project, are hereby irrevocably assigned to City. Contractor and its Trade Contractors and Design Professionals are hereby granted by City a limited license, revocable at any time by City, to copy and use the Design Documents for the purposes of completing the Project only.

5.1.2 Delivery to City. Contractor shall deliver all Design Documents to City no later than the earlier of: (a) the date of final completion of the Project, or (b) the date this Agreement is terminated for any reason prior to final completion of the Project. If this Agreement is terminated for any reason, City and its agents, employees, representatives and/or assigns may use the Design Documents, in whole or in part, or in modified form, at City’s sole discretion to complete the Project and without further employment of, or payment of further compensation to, Contractor or any third party.

5.1.3 Use by Contractor. Contractor shall not use the Design Documents, or any portion thereof (except for standard or generic construction details or details created by Contractor’s design professionals prior to commencement of performance of their design services for the Project that are of a type and nature that are unique or original) other than in connection with the Project without the prior written approval of City, which approval may be granted or withheld in City’s sole discretion.

5.1.4 Indemnity. To the fullest extent allowed by law, in the event City

terminates this Agreement, City shall defend, indemnify and hold Contractor and its employees and agents harmless from and against any and all loss arising solely out of the misuse or modification of the Design Documents following such termination.

5.1.5 Inclusion in Contracts. Contractor shall include the provisions of Paragraphs 5.1.1 through 5.1.4 of this Agreement in all of the contracts it enters into with its Trade Contractors and Design Professionals, if any, and shall require such Trade Contractors and Design Professionals to include such provisions in all contracts within lower tier Trade Contractors and Design Professionals.

5.2 Preliminary Design Documents, Construction Documents.

5.2.1 Preliminary Evaluation. Promptly after execution of this Agreement and continuously throughout the Preconstruction Phase, Contractor shall evaluate the suitability and completeness of the City's needs, requirements, criteria and goals for the Project. It is understood that although this preliminary evaluation is a collaborative effort, City is relying upon Contractor's expertise and experience to proactively initiate inquiries, investigate and take other steps necessary to obtain all pertinent information concerning City's special needs and requirements so as to enable Contractor to obtain a clear understanding of the goals of the Project in terms of design, cost, quality and schedule and to provide complete advice to City that will enable City to make fully informed decisions concerning the Project.

5.2.2 Consultation. Contractor shall jointly schedule and attend regular meetings with City regarding site use and improvements, and the selection of materials, building systems and equipment, and provide continuous advice and recommendations on issues of design, construction feasibility, and constructability that will result in efficient design, lower cost and long-term ease of maintenance; minimizing adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets, value engineering and possible economies.

5.2.3 Preliminary Design Documents. Contractor shall prepare, for City's review and approval, Preliminary Design Documents, consisting of schematic plans, outline specifications and other preliminary documents. Contractor shall remain solely responsible for the accuracy, sufficiency and completeness of the Preliminary Design Documents notwithstanding such approval by City.

5.2.4 Construction Documents. Promptly following approval by City of the Preliminary Design Documents, Contractor shall proceed to prepare for approval by City, Construction Documents that are based upon the Preliminary Design Documents approved by City. The Construction Documents shall consist of drawings, specifications, and other documents and electronic data that set forth in detail all of the requirements for construction of the Project.

5.2.5 Progress Submissions. Contractor shall submit to City for its review

and/or approval, no less often than monthly, and more frequently if deemed necessary by City, copies of in-progress Preliminary Design Documents and Construction Documents reflecting Contractor's progress in the performance of its Design and Preconstruction Management Services. Contractor shall specify in writing to City at the time of such submission any designs, specifications, depictions, details or other information shown in the Preliminary Design Documents or Construction Documents that constitute deviations. Any such deviations that are not so specified and approved by City shall, if requested by City, be corrected by Contractor at its sole cost and without reimbursement by City as a cost of Work. Contractor shall at all times remain solely responsible, notwithstanding City's review or approval of such in-progress Preliminary Design Documents or Construction Documents, for their accuracy, completeness and sufficiency. Designs, details, specifications or other portions of the Preliminary Design Documents or Construction Documents not in compliance shall, unless otherwise ordered by City in writing, be corrected and resubmitted to City, and any Work rejected by City shall be corrected or replaced, at Contractor's sole cost and without reimbursement by City.

5.2.6 Preconstruction Meetings. Contractor shall participate in all meetings as determined necessary by City or as necessary by the nature of the Project and complete performance of its Design and Preconstruction Management Services required by this Agreement.

5.2.7 Permits. Contractor shall provide those Construction Documents necessary to apply for, and Contractor shall obtain all permits, approvals and certificates of government authorities necessary for the approval of the design and for construction and occupancy of the Project for its intended use.

5.2.8 Alternative Designs. Contractor shall consult with City regarding access and use of the site, and the selection of materials, building systems and equipment. Contractor shall, after consultation with its Design Professionals and Trade Contractors, provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, value engineering and possible cost reductions.

5.2.9 Surveys, Geotechnical Information. City has made available to Contractor: (i) existing surveys and other information concerning the physical conditions at the site, and (ii) existing reports, data, investigations, and other information concerning geotechnical, soils, and other subsurface information that relate to surface and subsurface conditions, obstructions, or Hazardous Substances that exist or might be encountered at the Site. City does not expressly or impliedly warrant or represent the accuracy, completeness or suitability of the data, opinions, recommendations or other statements therein or that they constitute all of the information that may exist or be available relating to such matters. Accordingly, City shall have no liability or responsibility to Contractor in the event that other unknown or undisclosed information relating to such matters exists that is material to the Contractor's performance of this Agreement or construction of the Work within the Contract Price and Contract Time. As a material part of the consideration given by Contractor and as an inducement for City to enter into this Agreement, Contractor assumes full and sole responsibility

to ascertain the accuracy, completeness, and suitability of such information and assumes full and sole responsibility to determine the necessity for, and to pay for, any additional surveys (including, without limitation, surveys of subsurface storm drains, utilities and other existing improvements), professional recommendations or other investigations that may be needed to fully understand the physical surface or subsurface conditions, characteristics, legal limitations and utility locations for the site, including, without limitation, and as applicable: grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, locations of existing improvements relative to the site and the Work, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and available data, if any, pertaining to existing buildings, other improvements and trees; information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths; test borings; test pits; determinations of soil bearing values; percolation tests; evaluations of Hazardous Substances; ground corrosion and resistivity tests and necessary operations for anticipating subsoil conditions.

5.2.10 Testing. Contractor shall coordinate and City shall pay directly, and not as a cost of Work, for all structural, mechanical, chemical, air and water pollution tests, tests for Hazardous Substances, and other laboratory and environmental tests, inspections and reports that are appropriate or required by applicable laws.

6.0 CONSTRUCTION PHASE

6.1 General.

6.1.1 Contractor shall completely perform, to City's satisfaction, all of the Work in accordance with this Agreement and other Contract Documents.

6.1.2 Unless otherwise provided in the Contract Documents, Contractor shall furnish, or cause to be furnished, and shall pay for all design services, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work.

6.1.3 Contractor, and its appropriate Trade Contractors and Design Professionals, shall attend meetings with City as frequently as is necessary to the expeditious performance of the Work for the purpose of discussing design and construction issues which may arise during the Project.

6.2 Supervision of Work.

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

6.3 Permits, Approvals, Licenses and Notices.

Contractor shall obtain and pay for (i) all permits, approvals, licenses and easements; and (ii) government charges and inspection fees pertaining to the design or construction of the Project, which have not been obtained and paid for by City or which must be renewed or extended.

6.4 Safety.

6.4.1 Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work. While the provisions of this paragraph establish the responsibility for safety between City and Contractor, they do not relieve any Trade Contractors of their responsibility for the safety of persons or property in the performance of the Work, nor for compliance with applicable laws.

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

- .a** Employees and all other persons at the Site;
- .b** Materials and equipment stored on the Site or off the Site at locations for use in performance of the Work; and
- .c** The Project and all property located at the Site, whether or not said property or structures are part of the Project or involved in the Work.

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

6.4.4 Losses not insured under property insurance which may arise from the performance of the Work, to the extent of the negligence attributed to such acts or omissions of Contractor, its Trade Contractors or anyone for whose acts Contractor may be liable, shall be promptly remedied by Contractor at Contractor's cost and without reimbursement by City as a cost of Work, or in any other manner.

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

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

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

.b Subsurface or latent physical conditions at the Site differing from those indicated by information about the Site made available to bidders prior to deadline for submitting bids.

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

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

6.5 Submittals and Substitutions.

6.5.1 City shall have the right, but not the obligation, to review and request corrections to submittals by Contractor. Contractor shall remain solely responsible for the content of its submittals notwithstanding any action, review, correction, or approval by City of such submittal.

6.5.2 In accordance with the Contract Documents and Construction Schedule, Trade Contractors, if any, shall submit submittals, including shop drawings, product data and samples, for Contractor's review and approval. Contractor shall advise Trade Contractors prior to commencement of Work on the submittal requirements for the Project. Any variance between a submittal and the Construction Documents approved by City shall be specifically identified in the Trade Contractor's submittals. Contractor's review and approval shall not relieve a Trade Contractor of its responsibilities to perform the Work in accordance with the Contract Documents unless Contractor and City expressly approve in writing of such variance.

6.5.3 There shall be no substitutions in the Work or procedures or methods specified by the Contract Documents for performing the Work, unless Contractor first receives written approval for such substitution from City.

6.6 Trade Contractors.

6.6.1 If applicable, Contractor shall employ only Trade Contractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Each Trade Contractor, of every tier, shall be fully bound to the Contract Documents in the same

manner as Contractor is bound to City for all the requirements of the Contract Documents to the extent applicable to the Trade Contractor's portion of the Work.

6.6.2 Contractor assumes responsibility for the proper performance of the Work of Trade Contractors, of every tier, and any acts or omissions in connection with such performance. Contractor shall coordinate the activities of all Trade Contractors, of every tier.

6.7 Separate Contractors.

6.7.1 Contractor agrees to reasonably cooperate with, and coordinate its activities so as not to interfere with, those Separate Contractors performing Work at the Site, so that the Project can be completed in an orderly and coordinated manner without delay.

6.7.2 If any part of the Work depends upon other Work performed by Separate Contractors, Contractor shall, prior to proceeding with that part of the Work, inspect such other Work and promptly notify City of any circumstance or fact that would render such other Work unacceptable for the proper performance of the Work. Contractor shall not proceed with such part of the Work without further direction from City. Contractor shall be liable for losses incurred due to any defects in such other Work not so reported by Contractor.

7.0 ACCOUNTING RECORDS

7.1 Access.

Contractor shall keep, and shall include in its contracts with its Trade Contractors and Design Professionals provisions requiring its Trade Contractors and Design Professionals to keep, full and detailed accounts in accordance with the requirements of the Contract Documents and exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar Projects and be satisfactory to City and shall include preservation of such records for a period of four (4) years after final completion of the Work, or for such longer period as may be required by law.

Contractor shall allow, and shall include in its contracts with its Trade Contractors and Design Professionals provisions requiring its Design Professionals and Trade Contractors to allow, City or its authorized representative(s) and accountants, within twenty-four (24) hours after requested by City, to inspect, audit or reproduce any and all records relating to the Project. Such records shall include all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project, including without limitation the following: agreements; purchase orders; leases; contracts; commitments; arrangements; notes; schedules; daily diaries; superintendent reports; drawings; receipts; vouchers; memoranda; accounting records; job cost reports, job cost files (including documentation covering negotiated settlements); backcharge logs; general ledgers; documentation of cash and trade discounts earned, insurance rebates and dividends; any documents customarily maintained by contractors performing Work on a cost plus a fee basis;

other documents that City otherwise deems necessary to substantiate charges or claims related to the Project.

7.2 Enforcement.

Contractor hereby consents and agrees that any failure by Contractor to provide access to records as provided in this Article 7.0 shall be specifically enforceable by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony, to compel Contractor to permit access, inspection, audit and/or reproduction of the records or to require delivery of the records to City for inspection, audit and/or reproduction.

8.0 INDEMNITY, BONDS

8.1 Indemnity.

8.1.1 General Indemnity. To the fullest extent allowed by law, Contractor hereby agrees to defend, indemnify, and hold harmless City, its City Council, boards and commissions, officers, agents, employees, representatives, insurers and volunteers (hereinafter collectively referred to as "City") through legal counsel acceptable to City, from and against any and all Losses arising directly or indirectly from, or in any manner relating to, any of the following: (i) any act or omission (negligent or otherwise) of Contractor, or by its Trade Contractors or Design Professionals, of any tier; (ii) performance or nonperformance of any portion of the Design and Preconstruction Management Services or Work by Contractor, or by its Trade Contractors or Design Professionals, of any tier; (iii) performance or nonperformance by Contractor or its Trade Contractors or Design Professionals, of any tier, of any of the obligations under this Agreement or the other Contract Documents; (iv) the design or construction activities of Contractor, or its Trade Contractors or Design Professionals, of any tier, either on the site or on other properties; (v) the payment or nonpayment of money by Contractor, or by any of its Trade Contractors or Design Professionals, of any tier; or (vi) any personal injury, property damage or economic loss to third persons or entities associated with the performance or nonperformance by Contractor, or any of its Trade Contractors or Design Professionals, of any tier; or (vii) any alleged violation or infringement of patent rights, copyrights or other intellectual property rights; provided, however, that nothing contained herein shall be construed as obligating Contractor to indemnify the City for losses resulting from its sole negligence, active negligence or willful misconduct. Contractor shall pay City for any costs incurred in enforcing the defense and/or indemnity obligations under this provision. Nothing in this Section 8.1 shall be construed to give rise to any implied right of indemnity in favor of Contractor against the City.

8.1.2 Survival. The provisions of Paragraph 8.1.1 shall survive complete performance or termination of this Agreement.

8.1.3 Severability. The invalidity of any portion of Paragraph 8.1.1 shall not affect or render unenforceable any other portions thereof.

8.2 Bonds.

8.2.1 Bond Forms. Prior to commencing any construction of the Work, Contractor shall file with City good and sufficient "Labor and Material Payment" and "Performance" bonds in the amount of one hundred percent (100%) of the Contract Price. Contractor shall take steps to assure that the penal sum of the bonds shall be increased by the amount of any additive adjustments to the Contract Price due to Change Orders. The bonds shall be on forms satisfactory to and approved by City, signed by both Contractor and surety and properly notarized. Should any bond required hereunder or any surety on such bond become or be determined by City to be insufficient, it shall be replaced within ten (10) Days by a bond that fully complies with the requirements of this Paragraph 8.2.1. No further payments to Contractor for Work performed shall be made or become due until Contractor has fully complied with the requirements of this Section 8.2.

8.2.2 Duration. The payment bond shall remain in effect until sixty (60) days after final completion of the Work and all claims by Contractor, Trade Contractors, and Design Professionals, of every tier, have been satisfied. The performance bond provided by Contractor shall remain in effect for the duration of the period of all warranties required by the Contract Documents and shall assure faithful performance of all of Contractor's obligations under the Contract Documents, including, without limitation, all obligations that survive final completion or termination, such as but not limited to Contractor's obligations under its warranties, guarantees and to defend and indemnify City.

8.2.3 Premiums. The premiums for all bonds are included in the Contract Price and shall be paid by Contractor.

8.2.4 Obligees. The performance and payment bonds shall name City as obligee.

8.2.5 Changes. Change Orders, Field Orders, Modifications, Scope Changes and other Changes in the Work and adjustments to the Contract Price or Contract Time shall in no way release or exonerate Contractor or its sureties from their obligations and notice thereof shall be waived by such sureties.

8.2.6 Communications. City shall have the right to communicate with Contractor's sureties with respect to matters that are related to Contractor's performance of its obligations under the Contract Documents. Such communications shall not create or be interpreted as creating any contractual relationship between City and any such surety.

9.0 INSURANCE

9.1 General Insurance Provisions.

Without limiting Contractor's indemnification of the City, Contractor shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. Evidence of such insurance, which shall be

provided by insurer(s) satisfactory to the City's Risk Manager, shall be delivered to the City. Such evidence shall express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein, including notice of any non-payment of premium(s). ***Failure on the part of the Contractor to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.***

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

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

9.1.1 General Liability. Contractor shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial or Comprehensive General Liability Insurance, inclusive of contractual liability, personal injury liability and broad form property damage coverage, with a combined single limit of not less than **One Million Dollars (\$1,000,000.00)** per occurrence with an aggregate limit of no less than **Two Million Dollars (\$2,000,000.00)**.

9.1.2 Automotive Liability. Contractor shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial Automobile Liability Insurance providing bodily injury and property damage liability coverage in an amount not less than **One Million Dollars (\$1,000,000.00)** per accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles and equipment, or coverage for "any auto".

9.1.3 Workers' Compensation 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 Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

9.1.4 Professional Liability. Contractor shall provide and maintain or cause its Design Professionals to provide and maintain "Errors and Omissions" Insurance with a limit of not less than **One Million Dollars (\$1,000,000.00)** on a per claims basis, with a 2-year "extended reporting period" endorsement.

9.1.5 Insurance Endorsements. For Commercial General Liability Insurance

and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed with the following language:

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

.b The insurer waives all rights of subrogation against the City.

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

.d Identities of the insured(s).

Prior to City's execution of this Agreement, Contractor shall furnish certificates of insurance and endorsement page(s) to City.

9.1.6 Subcontractor's Insurance. If applicable, Contractor shall either (1) require each of his/her subcontractors to procure and maintain during the term of this Agreement, Subcontractor's Commercial General Liability Insurance, Contractor's Property Damage Insurance, Automotive Liability Insurance and Workers' Compensation Insurance in the amounts and subject to the same provisions as specified above; or (2) include all of its subcontractors as insureds under its policies.

10.0 CHANGE ORDERS

10.1 Changes.

City has the right, in its sole discretion, to make whatever changes it deems necessary or desirable to the Work; no change ordered by City shall entitle Contractor to an adjustment of the Contract Price or Contract Time unless it constitutes a Scope Change.

10.2 Change Orders.

A Change Order is a written order signed by City and Contractor, and issued after execution of this Agreement, authorizing an adjustment in the Contract Price and/or Contract Time. The Contract Price and Contract Time can be adjusted only by Change Order. No action, conduct, omission, prior failure or course of dealing by City shall act to waive, modify, change or alter the requirement that Change Orders must be in writing signed by City and that such written Change Orders are the exclusive method for effecting any adjustment to the Contract Price and Contract Time.

10.3 No Abandonment.

Contractor acknowledges that it is within the contemplation of the parties hereto

that Changes (including, without limitation, Scope Changes and deletions of Work) may be made to the Project and in recognition of that fact agree that under no circumstances shall any requests by City for such Changes, regardless of their individual or cumulative number, value or size, entitle Contractor to stop performance or constitute an abandonment, cardinal change or rescission of this Agreement.

11.0 CERTIFICATIONS

11.1 Certification of Contractor. I, Marcos Barrantes, **HEREBY CERTIFY** that I am the Principal, and duly authorized representative of the Contractor firm of La Loma Development Company, and that, except as hereby expressly stated, neither I nor the above firm that I represent have: (i) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee Working solely for me or the above consultant) to solicit or secure this agreement; nor (ii) Agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor (iii) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee Working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this Agreement.

11.2 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 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.

Design/Construction Agreement – La Loma Development Company
Phase III Compton Creek/Resolution No. _____
[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]

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

Marco Barrantes, Principal

(Date)

12.0 MISCELLANEOUS PROVISIONS

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

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

12.2 Warranties.

Contractor warrants and guarantees all equipment, materials, supplies and Work furnished on the Project against defective construction or Workmanship for a period of one (1) year following completion of the Project, except when a longer guaranty is provided by the supplier or manufacturer of the equipment. The Contractor warrants to the City that all materials and equipment furnished under this Contract will be new unless specified and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor expressly agrees to act as co-guarantor of such equipment and materials and the Contractor shall supply City with all warranty and guaranty documents relative to equipment and materials incorporated in the Work

and guaranteed by their suppliers or manufacturers.

If within one (1) year after the date of completion of the Project, any of the Work is found to be defective or not in accordance with the Contract documents, Contractor shall correct it or cause it to be corrected promptly after receipt of a written notice from the City to do so, at the Contractor's expense. This obligation shall survive completion or termination of the Contract. The City shall give notice promptly after discovery of the condition.

12.3 Compliance with Applicable Law.

At its sole cost and expense, Contractor shall cause its Trade Contractors and Design Professionals to give all notices and comply with all applicable laws and lawful orders of any public authority with respect to the Work, including those laws, ordinances, rules, regulations and lawful orders relating to safety, prevailing wage, Hazardous Substances and equal employment opportunities; pay all local, state and federal taxes; and pay all benefits, insurance, taxes and contributions for Social Security and Unemployment Insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. Upon City's request, Contractor shall furnish evidence satisfactory to City that any and all of the foregoing obligations have been fulfilled.

12.4 Governing Law.

This Agreement shall be governed by the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

12.5 Waiver of Jury Trial.

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

12.6 Severability.

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

12.7 Successors and Assigns.

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

12.8 Interpretation.

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

12.9 Survival.

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

12.10 Conflict of Interest. The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by Contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any Contract, subcontract or arrangement with the City. Upon execution of this Contract and during its term, as appropriate, the Contractor shall disclose in writing to the City, any other Contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the City interest and the interests of the third parties.

12.11 City's Quality Assurance Plan. The City shall evaluate Contractor's performance under this Contract. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the City determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the City. The report will include improvement/corrective action measures taken by the City and the Contractor. If improvement does not occur consistent with the corrective action measures, the City may terminate this Contract or seek other remedies as specified in this Contract.

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

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

12.14 Employees of Contractor. Worker's Compensation: Contractor understands and agrees that all persons furnishing services to the City pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of Contractor. Contractor shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the City under this Contract.

Professional Conduct: The City does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The City will properly investigate all charges of harassment by residents, employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

12.15 Patent Rights. The City will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under this Contractor.

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

12.17 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.

12.18 Entire Agreement.

The Contract Documents represent the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract Documents may be amended or modified only by Change Order. Nothing contained in the Contract Documents shall be for the benefit of, create any contractual relationship with, or give rise to a cause of action in favor of any third party.

13.0 DEFAULT AND TERMINATION

13.1 Default by Contractor.

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

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

13.2 City's Rights and Remedies Upon Default.

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

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

.b Perform and Withhold. City may, without terminating this Agreement, engage others to perform the Work or portion of the Work that has not been performed by Contractor and withhold the cost thereof to City from future payments to Contractor, reserving to itself all rights to recover losses related thereto.

.c Suspend This Agreement. City may, without terminating this Agreement and reserving to itself all rights to recover losses related thereto, suspend all or any portion of this Agreement for as long a period of time as City determines, in its sole discretion, appropriate, in which event City shall have no obligation to adjust the Contract Price or Contract Time, and shall have no liability to Contractor for adjustment to the Contract Price, Contract Time, or for losses, if City directs Contractor to resume Work.

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

.e Invoke the Performance Bond. City may, with or without terminating this Agreement and reserving to itself all rights to recover losses related thereto, exercise its rights under the Contractor's performance bond.

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

13.2.3 Monies. In the event of a termination or suspension of all or a portion of the Work due to a default by Contractor, City shall have the right, without releasing Contractor or its sureties from liability for failure to fulfill this Agreement, to withhold all or a portion of the monies owing or retained until final completion of the Work. Any cost over and above the Contract Price arising from the suspension of operations of this Agreement and the completion of the Work shall be paid by Contractor's sureties. Contractor will be paid any surplus monies remaining after all contract disputes have been resolved and finally determined.

13.2.4 Delays by Sureties. Without limitation to any of City's other rights or remedies under the law or in equity, City has the right to suspend the performance by Contractor's sureties in the event of any of the following: (i) failure of the sureties to begin Work within a reasonable time in such manner as to ensure full compliance with the Contract Documents within the Contract Time; (ii) abandonment of the Work; (iii) if at any time City is of the opinion the Work is unnecessarily or unreasonably delayed; (iv) willful violation of any terms of this Agreement; (v) failure to perform according to this Agreement or the other Contract Documents; or (vi) failure to follow instructions of City for performance of the Work within the Contract Time. City will serve notice of such failure upon the sureties and in the event the sureties neglect or refuse to cure the breach within the time specified in such notice, City shall have the power to suspend the operation or any part thereof of Contractor's sureties.

13.2.5 Contractor Obligations. Upon receipt of a notice of termination for default, Contractor shall, unless the notice states otherwise, perform each of the obligations set forth in Paragraph 13.4.1, below.

13.2.6 Damages to City.

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

.b Deductions. If City suffers a loss due to Contractor's nonperformance, then such loss shall be deducted from the amounts withheld. Should the amount withheld exceed the amount deducted, the balance will be paid to Contractor or its

designee upon completion of the Project. If the loss incurred by City exceeds the amount withheld, Contractor shall be liable to City for the difference and shall promptly remit same to City.

.c No Release. If, however, City elects to terminate this Agreement for cause, all monies due Contractor or retained under the terms of the Contract Documents shall be forfeited to City. Such forfeiture shall not release Contractor or its sureties from liability for failure to fulfill this Agreement. Contractor and its sureties will be credited with the amount of monies forfeited toward any greater sum they may be liable for in connection with Contractor's default.

13.3 Suspension by City for Convenience.

City may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to an aggregate of fifty percent (50%) of the Contract Time, as City may determine, with such period of suspension to be computed from the date of the written order. Without limitation to the foregoing, Contractor acknowledges that issuance of a suspension order by City due to circumstances relating to City's compliance with the California Environmental Quality Act is foreseeable and that such suspension order, regardless of its duration, shall not be considered a breach by City of this Agreement. Upon receipt of a suspension order, Contractor shall, at City's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the suspension order during the period of Work stoppage. Within the period of the above noted aggregate time, or such extension to that period as is agreed upon by Contractor and City, City shall either cancel the suspension order or it shall have the right, without incurring a liability to Contractor for lost profits or consequential damages, to delete the Work covered by such suspension order by issuing a Change Order.

13.3.1 Resumption. If a suspension order is canceled or expires, Contractor shall resume and continue with the Work. A Change Order will be issued adjusting the Contract Price and/or the Contract Time for additional costs of Work and delay necessarily caused by such suspension.

13.3.2 Suspension Order Required. The provisions of this Section 13.3 shall not apply if a suspension order is not issued by City. A suspension order shall not be required to stop the Work as permitted or required under any other provision of the Contract Documents.

13.4 Termination Without Cause.

City shall have the option, at its sole discretion and without cause, to terminate this Agreement in part or in whole by giving thirty (30) days' written notice to Contractor as provided herein. Contractor agrees to accept such sums as allowed under this Section 13.4 as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, but not limited to, Loss of anticipated profits, Loss of revenue, lost opportunity, or other consequential, direct, indirect, incidental Losses or damages, of any kind.

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

- .a** Immediately discontinue performance to the extent specified in the notice;
- .b** Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of its obligations as is not discontinued;
- .c** Provide to City a description, in writing no later than two (2) business days after receipt of the notice of termination, complete copies of all subcontracts, purchase orders and contracts that are outstanding, including any change orders, amendments and modifications thereto, status of payments and balance owing, the status of performance and claims by Trade Contractors, together with such other information as City may determine necessary in order to decide whether to accept assignment of, or request Contractor to terminate the subcontract, purchase order or contract;
- .d** Promptly assign to City those subcontracts, purchase orders or contracts, or portions thereof, that City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that City does not elect to accept by assignment; and
- .e** Thereafter continue only such performance as may be necessary to preserve and protect Work already completed or in progress and to protect materials and equipment on the Site or in transit thereto.

13.4.2 Final Billing. Following termination without cause and within thirty (30) days after receipt of a complete and timely billing from Contractor seeking payment of sums authorized by this Paragraph 13.4.2, City shall pay to Contractor as its sole and exclusive compensation for performance under this Agreement the following:

- .a** The Contract Price earned and payable as of the date of termination, less sums previously paid to Contractor;
- .b** Plus, reasonable costs of Work of Contractor and Trade Contractors for (i) demobilizing, and (ii) administering the close out of its participation in the Project (including, without limitation, all billing and accounting functions) for a period of no longer than thirty (30) Days after receipt of the notice of termination;

13.4.3 Trade Contractors. Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts with its Trade Contractors and Design Professionals permitting termination for convenience by Contractor on terms that are consistent with this Agreement and that afford no greater rights of recovery against Contractor for termination than are afforded to Contractor.

13.5 Contractor's Rights and Remedies.

13.5.1 Contractor's Remedies. Contractor may terminate this Agreement for cause only upon the occurrence of one of the following:

.a The Work is stopped for one hundred sixty (160) consecutive days, through no act or fault of Contractor, any Trade Contractor or Design Professional, of any tier, or any employee or agent of any of them, due to issuance of an order of a court or other governmental authority other than City having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.

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

13.5.2 Continuous Performance. Provided that Contractor is paid undisputed sums due under this Agreement, Contractor shall not stop, delay or interrupt continuous performance of the Work by reason of any dispute or disagreement with City, including, without limitation, any disputes or disagreements over payments of funds that are disputed in good faith by City.

14.0 NOTICES

14.1 Delivery.

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

14.2 Addresses.

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

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Planning & Economic Development Department
(310) 605-5532
(310) 761-1458 – fax.

#10.

Design/Construction Agreement – La Loma Development Company
Phase III Compton Creek/Resolution No. _____

With copies to:

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

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

La Loma Development Company
1355 Lincoln Avenue
Pasadena, California 91103
Attention: Marco Barrantes, Principal
(626) 421-6185
(626) 798-5663 – fax.

14.3 Change in Address.

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

15.0 CONFIDENTIALITY

15.1 Confidential Information.

Contractor shall treat all information and data furnished to it by City or otherwise obtained or prepared by Contractor concerning the Project as strictly confidential and shall not disclose any of the same to any other person or entity unless required to do so in order to perform its obligations to City under this Agreement or in connection with any governmental filings or applications relating to the design or construction of the Project. Contractor shall not engage in or permit any publicity with respect to the Project, City or Contractor's services hereunder including, without limitation, referring to the same in advertising or promotional brochures or materials or granting interviews to broadcast, print or other media, without the prior written approval of City, which may be granted or withheld in City's sole discretion. Contractor shall instruct all of its employees, Trade Contractors and Design Professionals of this obligation, include this provision in its contracts with such parties and shall use its best efforts to ensure full compliance.

15.2 Survival.

The provisions of this Article 15 shall survive complete performance or termination of this Agreement.

Design/Construction Agreement – La Loma Development Company
Phase III Compton Creek/Resolution No. _____

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.

**LA LOMA DEVELOPMENT COMPANY
CONTRACTOR**

Dated: _____

By _____
Marco Barrantes, Principal

**CITY OF COMPTON
Recommended for Approval:**

By _____
**Robert Delgadillo, (Interim) Director
Planning & Economic Development Dept.**

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Planning

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2013-2014 BUDGET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH LA LOMA DEVELOPMENT COMPANY TO FINALIZE DESIGN PLANS, DEVELOP CONSRUCTION DOCUMENTS AND CONSTRUCT PHASE III OF THE COMPTON CREEK MULTI-PURPOSE TRAIL AND IMPROVEMENTS IN THE AMOUNT OF \$490,000.00.

Robert Delgadillo
DEPARTMENT MANAGER’S SIGNATURE

2/18/2014 6:09:34 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

2/27/2014 1:26:51 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

2/19/2014 11:17:42 AM
DATE

Johnny Ford
CITY MANAGER

2/19/2014 7:58:44 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.

March 4, 2014

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

RE: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 2-1.16 OF CHAPTER II OF THE COMPTON MUNICIPAL CODE TO DESIGNATE THE PRESIDING OFFICER OF CITY COUNCIL MEETINGS IN THE ABSENCE OF THE MAYOR AND MAYOR PRO TEM.**

SUMMARY

The Mayor has requested that an ordinance be brought before the City Council for consideration that will amend Section 2-1.16 of Chapter II of the Compton Municipal Code so as to specify which City Council member shall serve as the Presiding Officer during City Council meetings when both the Mayor and the Mayor Pro Tem are absent from the meeting.

BACKGROUND

Section 2-1.16 of the Compton Municipal Code addresses the procedure for selecting the Mayor Pro Tem, who shall preside over any City Council meeting from which the Mayor is absent. It provides that the Mayor Pro Tem position shall rotate between each Council member beginning with each new fiscal year and continuing with each district consecutively for a term of one (1) fiscal year. Should a Council member decline to serve as Mayor Pro Tem, the position shall be given to the Council member of the next consecutive district.

On those occasions when both the Mayor and Mayor Pro Tem are absent from a Council meeting, subsection (d) of 2-1.16 provides that the Presiding Officer shall be appointed from one of the attending members.

STATEMENT OF ISSUE

In an effort to simplify and expedite the process of selecting the Presiding Officer of City Council meetings when both the Mayor and Mayor Pro Tem are absent from a City Council meeting, it is suggested that Section 2-1.16(d) be amended so as to specify that when both the Mayor and Mayor Pro Tem are absent from a Council meeting that the Presiding Officer shall be the Council member of the next consecutive district (i.e. the member of the district that is scheduled to serve as Mayor Pro Tem in the next fiscal year). This will allow the selection process to be streamlined, simplistic and predictable, such as is provided for when a Council member declines to serve as Mayor Pro Tem.

#11.

Staff Report Re Ordinance of the City Council Amending CMC 2-1.16
Designate Council Presiding Officer in Absent of Mayor/Mayor Pro Tem
March 4, 2014, page 2

ALTERNATIVES

The City Council may vote to adopt the attached Ordinance which will specify the Council member who shall serve as Presiding Officer of City council meetings during the absence of both the Mayor and Mayor Pro Tem, or leave the selection process as currently adopted.

FISCAL IMPACT

No fiscal impact is anticipated by adoption of this ordinance.

RECOMMENDATION

It is recommended that the City Council consider and take action on the attached proposed Ordinance.

CRAIG J. CORNWELL
CITY ATTORNEY

AB:CJC:RAR:rar

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 2-1.16 OF CHAPTER II OF THE COMPTON MUNICIPAL CODE TO DESIGNATE THE PRESIDING OFFICER OF CITY COUNCIL MEETINGS IN THE ABSENCE OF THE MAYOR AND MAYOR PRO TEM.

WHEREAS, Section 2-1.16 of the Compton Municipal Code addresses the procedure for selecting the Mayor Pro Tem, who shall preside over any City Council meeting from which the Mayor is absent; and

WHEREAS, Section 2-1.16(a) and (b) provides that the Mayor Pro Tem position shall rotate between each Council member beginning with each new fiscal year and continuing with each district consecutively for a term of one (1) fiscal year; and

WHEREAS, Section 2-1.16(c) specifies that if a Council member declines to serve as Mayor Pro Tem, the Council may designate the Mayor Pro Tem seat to the Council member of the next consecutive district; and

WHEREAS, while Section 2-1.16(d) provides when both the Mayor and Mayor Pro Tem are absent from the Council meeting the Presiding Officer shall be appointed from one of the attending members, it is believed that the selection process will be simplified, streamlined and more efficient if Section 2-1.16(d) is amended so as to specify that when both the Mayor and Mayor Pro Tem are absent that the Presiding Officer shall be the Council member of the next consecutive district.

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

Section 1. That Chapter II of the Compton Municipal Code, Section 2-1.16(d) (Mayor Pro Tem), is amended to read as follows:

2-1.16(d) In the absence of both the Mayor and designated Mayor Pro Tem, the Presiding Officer of the City Council meeting shall be the City Council member of the next consecutive district that is scheduled to serve as the Mayor Pro Tem in the next fiscal year.

Section 2. That the City Council declares that, should any provision, section, subsection, sentence, paragraph, clause, phrase 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 an reason of any preemptive legislation, the remaining provisions, sections, subsections, sentences, paragraphs, clauses, phrases 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 copies of this Ordinance shall be filed in the offices of the City Clerk, City Manager, City Attorney and the Compton Station of the Los Angeles County Sheriff's Department.

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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 _____, 2014.

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, do 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 _____, 2014.

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

AYES: COUNCILMEMBER(S)
NOES: COUNCILMEMBER(S)
ABSENT: COUNCILMEMBER(S)
ABSTAIN: COUNCILMEMBER(S)

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 2-1.16 OF CHAPTER II OF THE COMPTON MUNICIPAL CODE TO DESIGNATE THE PRESIDING OFFICER OF CITY COUNCIL MEETINGS IN THE ABSENCE OF THE MAYOR AND MAYOR PRO TEM (FIRST READING)

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

2/18/2014 5:58:04 PM
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

Stephen Ajobiewe
CITY CONTROLLER

2/19/2014 10:38:31 AM
DATE

Kelly Montgomery
CITY MANAGER

2/19/2014 9:44:12 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.

WARRANTS APPROVED BY COUNCIL

<u>Warrant #</u>	<u>Date</u>	<u>Name</u>	<u>Services Provided</u>	<u>Amount</u>	<u>Amount Paid Year to Date</u>
220089	2/19/14	Gateway Cities Council Of Govt	Payment to Gateway Cities Council of Governments for Compton's Participation in Gateway Cities Small Business Development Program	\$20,000.00	\$68,584.02

Requested by City Manager's Office

I hereby certify that the above demand in the amount of \$20,000.00 was approved at a regular meeting of the City Council and reject
_____ as of March 4, 2014.

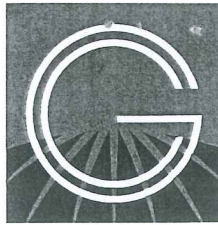
Council Member

Council Member

City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on March 4, 2014 allowed the above demand.

Alita Godwin
City Clerk



GATEWAY CITIES
COUNCIL OF GOVERNMENTS

#12

2014 FEB 13 PM 12:36

Controller's Office

Bill to:

December 16, 2013

Mr. G. Harold Duffey, City Manager
City of Compton
205 South Willowbrook Avenue
Compton CA 90024

INVOICE

*City Participation in Gateway Cities Small Business
Development Program. \$20,000.00*

Total Due	\$20,000.00
------------------	--------------------

Please remit to:
Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, CA 90723

Paid By	<i>[Signature]</i>
V#	<i>00324238</i>
P.O. #	<i>000910 F</i>
A/C #	<i>100161000497</i>
A/C #	

Thank you in advance for your prompt payment!

[Signature]
OK To Pay

