

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, July 15, 2014 3:30 PM

HEARING(S)

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. POWERPOINT PRESENTATION - Gateway Cities COG Website
Presentation Jack Joseph, Victor Grgas and Daniel Payan
2. PRESENTATION - Mayor's Compton Empowered Scholars

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

3. June 19, 2014 - Special
June 24, 2014

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

4. CLAIMS AGAINST THE CITY:

Rita James vs. City of Compton, (I-8660/LI0000358A) Application for Leave to Present a Late Claim

William Carter vs. City of Compton (I-8660/LI0000347A) Application for Leave to Present a Late Claim

Sergio and Nancy Franco vs. City of Compton (I-8676/LI0000365A)
Filiberto Perez vs. City of Compton (I-8667/LI0000356A)
(Deny Claims)

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

CLOSED SESSION

5. CONFERENCE WITH LABOR NEGOTIATOR

Agency Negotiator: City Manager
Employee Organizations: AFSCME LOCAL 2325, SEIU LOCAL 347,
LUMNSE, COMPTON FIREFIGHTERS LOCAL 2216
Pursuant to California Government Code Section 54957.6

6. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION

Bradford v. City of Compton, LASC Case Number TC026769
Wright v. City of Compton, WCAB Number: ADJ8022466; ADJ8934158
Pursuant to California Government Code Section 54956.9(a)

UNFINISHED BUSINESS

NEW BUSINESS

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH LIFE-ASSIST INC. FOR EMERGENCY MEDICAL PHARMACEUTICAL SUPPLIES AND EQUIPMENT FOR THE FIRE DEPARTMENT
8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE CITY OF SANTA FE SPRINGS AND SOUTH COAST EMERGENCY VEHICLE SERVICE FOR ROUTINE MAINTENANCE AND REPAIR ON CITY FIRE APPARATUS
9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH WINTEC RESOURCES INC. FOR EMERGENCY AMBULANCE BILLING SERVICES
10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A FOUR (4) YEAR LEASE/PURCHASE AGREEMENT AND A MAINTENANCE AGREEMENT WITH TOTAL CORPORATE SOLUTIONS FOR DEPARTMENTAL DIGITAL COPIERS AND MAXX VAULT DOCUMENT MANAGEMENT SOFTWARE
11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO FUND AND ADMINISTER A COMPREHENSIVE YOUTH EMPLOYMENT TRAINING PROGRAM FOR FY 2014-2015
12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO ACCEPT THE PROPOSAL OF LEVERAGE INFORMATION SYSTEMS AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER TO PROVIDE A CITY-WIDE ADVANCED SURVEILLANCE AND PROTECTION SYSTEM

APPROVAL OF WARRANTS

13. Warrant #222449 - Date - 7/9/14 - Name - Recreation Republic Inc. -
Services - Park/Pool equipment - Amount - \$38,186.92 - Requested by:
Parks/Grants Division

Warrant #222447 - Date - 7/9/14 - Name - Quick Crete Products Corp. -
Services - Park/Pool equipment - Amount - \$34,349.18 - Requested by:
Parks/Grants Division

Warrant #222450 - Date - 7/9/14 - Name - Restroom Facilities LTD -
Services - Restroom facilities - Amount - \$92,398.00 - Requested by:
Parks/Grants

Total Amount - \$164,934.10

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, July 22, 2014 @ 5:45 PM.

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

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

JUNE 19, 2014

A Special City Council meeting was called to order at 3:36 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremonies were also led by Mayor Aja Brown.

ROLL CALL

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

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

It was motioned by Zurita, seconded by Galvan, to reconvene the City Council meeting held Tuesday, June 17, 2014, by the following vote on roll call:

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

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS - There were no public comments on agenda items and non-agenda matters.

CONSENT AGENDA

END CONSENT AGENDA

REGULAR AGENDA

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

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

UNFINISHED BUSINESS

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ADOPTING THE BUDGET FOR FISCAL YEAR 2014-2015 (ITEM CONTINUED
FROM CITY COUNCIL MEETING HELD JUNE 17, 2014)

City Manager Duffey reported that City staff revised the proposed 2014-2015 Fiscal Year budget and submitted a new document to the City Council with one change.

Kelly Montgomery, Assistant City Manager, announced that the City will fund Careerlink operations for one full year at \$296,797; totaling \$448,006 including retirement which does not impact the General Fund.

City Manager Duffey also reported a General Fund fund balance of \$141,250.

Councilperson Arceneaux asked the City Manager to verify whether or not the Public Works and Water Department \$2.1M expenditure budget is included in General Fund total expenditure costs. City Manager Duffey replied affirmatively.

Mayor Brown made reference to the General Fund 5-Year Revenue Forecast budget and asked the City Manager to explain what he attributes to the decline in property taxes after the 2014-2015 Fiscal Year.

#3.

City Controller Ajobiewe explained that property tax retirement revenue was added to the 2014-2015 Fiscal Year budget, however going forward it will be allocated directly into the retirement fund which is why the General Fund revenue forecast is reduced in the following years. Furthermore, if pension legislation is passed it will lower the amount the City receives in revenue.

Mayor Brown asked the City Controller if the Fire Department's 5-year permit fees increase is attributed to enhancements in the 2014-2015 Fiscal Year budget. City Controller Ajobiewe replied affirmatively.

Mayor Brown requested clarity in terms of the proposed increase in legal recovery fee revenues.

City Controller Ajobiewe attributed the legal recovery fee increase to revenues received during this fiscal year but documented in the following year's budget.

City Attorney Cornwell also noted that the reported \$434,000 deals with a property tax error issued by the County of Los Angeles which came in during the month of May 2014 representing three years of calculation issues.

Mayor Brown asked if there were any changes to the Proposition A Grant fund expenditure budget besides the \$500,000 draw down and \$3M allocated for Public Works' salaries and projects.

City Manager Duffey answered that there have been no changes to this section of the budget; and that the Public Works budget is funded by special funds i.e., Measure R, Proposition 42, Proposition C and gas tax funds.

Mayor Brown requested the average annual amount the City receives in Proposition A and Proposition C funds. City Controller Ajobiewe replied that the City receives \$1.4M in Proposition A funds and \$1.2M in Proposition C funds.

Mayor Brown asked if there would be any issues next year if 100% of Public Works projects and staffing is funded by Proposition A and Proposition C funds. City Controller Ajobiewe answered that grant funding allocations will be dispersed over several years; and that capital improvement plan funding will roll over into the following year's budget if not expended.

Mayor Brown asked the City Controller if the same principle applies for Measure R funding.

City Controller Ajobiewe replied affirmatively.

Mayor Brown went on to request information regarding the projects to be funded by EDA Revolving Loan Funds. City Manager Duffey answered that there are no projects committed to this fund at this time.

Councilperson Arceneaux asked the City Manager if the City could use remaining property tax funds not being allocated to former Compton Police Department employees' pension funds. City Manager Duffey replied that any remaining balances will be allocated back into the retirement fund.

Councilperson Arceneaux asked the City Manager if he would be making a recommendation to adjust the assessment. City Manager Duffey remarked that if pension legislation is successful he will have recommendations regarding the over-collections of the retirement fund, however if it not successful, the City will potentially have to raise the rate to meet its obligations because one third of the assessment will go towards another purpose.

Councilperson Arceneaux asked when the item will be presented to the City Council. City Manager Duffey indicated that the item will be presented to the City Council in September 2014.

Mayor Brown requested an explanation as to the \$500,000 grant in the Planning Department for the Compton Creek.

Robert Delgadillo, Director of Planning, explained that \$495,000 will pay for the actual construction of Phase III of the Compton Creek and contingency costs with \$5,000 going towards administrative costs.

Councilperson Arceneaux requested a brief PowerPoint presentation in the near future regarding the design plans for the Compton Creek and how the money will be spent.

Mayor Brown asked the City Manager if he is currently considering an upgrade in Channel 36 service quality.

City Manager Duffey remarked to Mayor Brown that he was unable to move forward with the Request For Proposal (RFP).

Mayor Brown asked the City Manager if the City still has the \$200,000 available for cable services. City Manager Duffey replied affirmatively and that it would fall into the fund balance.

Councilperson Zurita asked if some of the money could be used for advertising. City Manager Duffey replied affirmatively.

Councilperson Jones asked the City Council to consider a policy resolution that establishes what the fund balance should be in the City of Compton.

Councilperson Zurita proposed that the policy resolution be implemented in September 2014 in an effort to place limitations on budget amendments.

Councilperson Jones requested the status of the completion of the 2011-12 and 2012-13 Fiscal Year audits because of its negative impact on the City's ability to acquire grant funding.

City Manager Duffey replied that the auditor has indicated that once the City approves its payment schedule and he receives the signed resolution, he will send it directly to NGO so that the 2011-12 financials will be released.

Councilperson Jones requested the status of completion for the 2012-13 Fiscal Year audit.

City Controller Ajobiewe remarked that the auditor has indicated that he will begin the audit for the 2012-2013 Fiscal Year once the 2011-2012 Fiscal Year audit is released.

Councilperson Jones asked how that would impact the City's financial situation.

City Manager Duffey answered that the completion of the 2011-2012 Fiscal Year audit will aid in the City's ability to acquire grant funding.

Councilperson Jones requested the completion date for the 2011-2012 Fiscal Year audit.

City Manager Duffey stated that he anticipates the release of the 2011-2012 Fiscal Year audit to be July 1, 2014.

City Attorney Cornwell reported the following amendments to the proposed 2014-2015 Fiscal Year budget:

- Motion to reduce the City's Attorney Department's Object Expenditure Code 4268 to the amount of \$1,600,742.00;
- Motion to increase the City Attorney's Department Object Expenditure Code 4171 Overtime Fund to the amount of \$15,000.00;

#3.

- Motion to direct the City Controller to establish an Employee Medical and Labor Compensation (EMLC) fund and direct revenue from the City's General Fund share of Redevelopments Pension Levy proceeds;
- Motion that Object Expenditure Code Number 4253-Electricity shall authorize payments to Southern California Edison;
- Motion that Object Expenditure Code Number 4259-Water shall authorize payments to the Water Agency or Department providing Water related services to the City of Compton;
- Motion that job classifications listed within a department's personnel summary may be underfilled with a lower position in the same family classification;
- Motion that City of Compton employees holding Successor Agency classified positions shall not be displaced by the adoption of the Fiscal Year 2014-2015 Successor Agency budget and;
- Motion to authorize budgetary transfers within a department's operations and maintenance approved appropriation level shall not require City Council action.

Mayor Brown expressed concerns for interdepartmental budget transfers with regard to large budgets and issues related to transparency.

City Attorney Cornwell reported that departments will not be allowed to transfer more than what is authorized by City Council. Moreover, Mr. Cornwell emphasized that departments will still need to have contracts between the City of Compton and outside contractors approved by the City Council.

Councilperson Zurita asked the City Attorney if he reviewed the logistics of this action to ensure it is legal to transfer funds interdepartmentally. City Attorney Cornwell replied affirmatively.

Discussions ensued regarding reasonable grounds to transfer funds for operations and maintenance activities, whether or not the current budget modification process works as it relates to policy, and how the City Council will be made aware of departmental budget transactions.

Mayor Brown requested quarterly reports from the City Controller's Office as an agenda item to ensure that both the council and the citizens are made aware of transfers related to operations and maintenance modifications and warrant activity.

Mayor Brown also stated that she would prefer to wait until she has the opportunity to review the Successor Agency budget prior to adopting the 2014-2015 Fiscal Year General Fund budget to ensure that all conceivable issues related to full-time staff in that department are addressed.

Councilperson Zurita remarked that the Successor Agency budget is a separate item.

Mayor Brown indicated that changes to the Successor Agency budget could potentially affect regular employees working in that Agency and ultimately impact the General Fund.

Councilperson Arceneaux stated that she would also like to give the City Manager an opportunity to present the proposed 2014-2015 Fiscal Year Successor Agency budget.

Councilperson Zurita asked Councilperson Arceneaux if she was willing to wait if the Successor Agency budget is not presented during the next City Council meeting.

Councilperson Arceneaux replied affirmatively.

Mayor Brown maintained that City Council members have not been given a draft, preliminary, or presentation of the proposed Successor Agency 2014-2015 Fiscal Year budget which causes her to question what the real issues are, considering six budget workshops have been held.

Mayor Brown reiterated her request and motioned to continue this item until the City Council reviews the proposed 2014-2015 Successor Agency budget tentatively scheduled for the June 24, 2014 City Council meeting.

On motion by Arceneaux, seconded by Brown (who stepped from the chair), to table this item until the June 24, 2014 City Council meeting, by the following vote on roll call:

- AYES: Council Members - Arceneaux, Jones, Brown**
- NOES: Council Members - Zurita**
- ABSENT: Council Members - Galvan**

NEW BUSINESS - There was no New Business.

COUNCIL COMMENTS - There were no Council Comments.

ADJOURNMENT

On motion by Arceneaux, seconded by Zurita, the meeting was adjourned at 5:10 p.m., by the following vote on roll call:

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

Clerk of the City of Compton

Mayor of the City of Compton

JUNE 24, 2014

The City Council meeting was called to order at 5:45 p.m. in the Council Chambers of the City Hall by Mayor Aja Brown.

ROLL CALL

Council Members Present: Galvan, Arceneaux, Jones, Brown

Council Members Absent: Zurita

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

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. CERTIFICATE PRESENTATION - Compton Creek Equestrian Trail Clean-up - Richland Farms Volunteers - Councilperson Yvonne Arceneaux (Presentation made)
2. CERTIFICATE PRESENTATION - Commission for Women recognition to graduates of the Mentoring Program - Councilperson Galvan presented on behalf of Councilperson Zurita (Presentation made)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, advised the City Council against voting on Item No. 12, citing that money could not be transferred to an agency that ceased to exist. He also suggested that City Council postpone voting on the General Fund budget because of its impact on the Successor Agency budget which is not listed on the agenda. He questioned if eight trucks were needed to deliver water and requested an update on 950 West Alondra Boulevard.

Tony Hicks, member of the Compton 125 Committee, thanked everyone that participated in and helped coordinate the many Compton 125 Committee events held to commemorate the City of Compton's 125th Anniversary. He commented on the statewide Local Control Funding Formula (LCFF) system and Digital Accountability Transparency Act (DATA) Act and proposed that both the City and the school district implement the DATA Act to allow for greater transparency.

Reverend Charles Brown, Compton 125 Committee organizer, thanked the Mayor and City Council, City Manager, and City Attorney for their support of the Compton 125 events held in the City of Compton. Mr. Brown also recognized the General Services and Parks and Recreation departments for their efforts to ensure the success of the year-long events; and further acknowledged the creation of the Compton 125 Historical Society. He also invited the community to attend the Compton 125 Historical Society's first meeting to be held Thursday, July 10, 2014 in the new community center at 6 p.m.

Carol Almeda, community organizer for the Asian American drug abuse program, informed the City Council of a youth purchase survey conducted in the City of Compton between the months of June and November 2013; wherein 28 out of 104 tobacco retailers were willing to sell tobacco-related products to under-aged youth.

Ariel Dean, Compton resident and youth purchase survey participant, petitioned the City Council to find ways to ensure that the tobacco retailers permit ordinance is enforced to reduced the youth's access to tobacco-related products.

Councilperson Arceneaux recommended the City implement a taskforce to ensure the enforcement of the City's tobacco retailer's permit ordinance.

Mayor Brown also recommended that this item be added to the Community Policing Taskforce meeting agenda.

#3.

Benjamin Holifield, Compton resident, requested an update on the moratorium he requested on all smoke shops in the City of Compton months ago. He also requested that the gate adjoining the Metro Blueline and Crystal Casino be opened and asserted that he would personally look into the issue because it has been several months since he first requested the report from the City Manager. He made mention of Douglas Dollarhide Drive in the Compton Plaza and asked that the Douglas Dollarhide name be transferred to the new community center.

Cheyenne Brown, Miss Compton 2014, invited the community to support the 2015 Miss Compton pageant to be held Saturday, August 16, 2014 at the Compton Banquet Hall on Long Beach Boulevard. Miss Brown went on to announce that she completed her junior year from California State University Northridge with a 3.2 grade point average and that she would be competing in the Miss Black California pageant November 28-30, 2014.

E. F. Muhammad Martinez, co-founder of KTNG860 AM radio, encouraged the Latino and African American community to remain united amidst the people that would like to divide them.

William Kemp, Compton resident, announced that he was disappointed with the budget hearings and the lack of figurative information provided to the residents. Mr. Kemp articulated concerns regarding the merger of many departments which would allow the City Manager to spend money without first obtaining City Council approval. He petitioned the City Manager to be transparent and also willing to explain how the taxpayers' money is being spent.

Minnie Sawyer, Compton resident, complimented Lorraine Cervantes, Brenda Postelle and the Assistant City Manager for their efforts to uplift the Villa Nursing Home residents.

Lorraine Cervantes, Compton resident, requested a detailed report regarding the account information related to Item Nos. 9, 10 and 11. She also asked that the City Manager be transparent when answering questions regarding the budget. She also requested an explanation in detail regarding the City Manager's \$6M budget, the non-departmental \$11.5M budget, and the Mayor and City Council's \$1M budget.

Shyra Mills, Compton resident, Director Compton Welfare Rights Organization, petitioned the City Council to assist her in the dissolution of the organization as of June 30, 2014 due to inadequate funding.

Mayor Brown notified Ms. Mills that a staff representative would be available in the foyer to obtain her information.

Shawn McDonald, Compton resident, invited the youth to participate in a Gumbo Pot Productions "Hip Hop Workshop" to be held Monday, July 7, 2014 at Utopia Dance Studio located at 1951 West Carson Street, Torrance, California.

Michael Turner, Compton resident, petitioned Councilperson Jones to help the City Manager open the gate adjoining the Artesia Blueline Station and Crystal Casino. He also encouraged the community to join the National Association for the Advancement of Colored People (NAACP) Compton Branch.

Joyce Kelly, Compton resident, maintained that citizens should have an opportunity to address the new amendments to the proposed 2014-2015 Fiscal Year budget. She cited issues with the figures listed under the personnel summary and funding distribution list and contended discriminatory salaries for a female African American director and a male Caucasian director. She also noted a salary increase for elected officials and the addition of the mayor's secretary position.

Lynn Boone, Compton resident, made reference to Item No. 13 on the agenda and notified the seniors that the taxi service would not be operating in the City of Compton due to non-payment. She agreed with Mr. Ray that Items 9, 10 and 11 represent excessive spending for vehicles and equipment and urged the citizens to remember that City Manager illegally merged together the Public Works and Water Departments to make the City appear to have more money. She referenced Item No. 12 and maintained that the City Manager is still addressing a letter dated April 16, 2014 when the City received a letter dated May 16, 2014 from the Department of Finance.

CONSENT AGENDA

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

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

NOES: Council Members - None

ABSENT: Council Members - Zurita

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

3. INVESTMENT REPORT - May 2014 **(Received/Filed)**

HUMAN RESOURCES

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2014-2015 **(Resolution # 23,971)**

END CONSENT AGENDA

REGULAR AGENDA

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

CITY ATTORNEY'S REPORTS

CLOSED SESSION

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

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

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

NOES: Council Members - None

ABSENT: Council Members - Zurita

UNFINISHED BUSINESS

6. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 30-21.8(B) OF CHAPTER 30 (ZONING CODE) OF THE COMPTON MUNICIPAL CODE TO REVISE REGULATIONS FOR THE CONSTRUCTION OF RESIDENTIAL DRIVEWAYS ON LOTS WITH LESS THAN FIFTY (50) FEET OF STREET FRONTAGE WIDTH **(Second Reading)**

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

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

NOES: Council Members - None

ABSENT: Council Members - Zurita

#3.

On motion by Arceneaux, seconded by Jones, **Ordinance #2,251** entitled "**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 30-21.8(B) OF CHAPTER 30 (ZONING CODE) OF THE COMPTON MUNICIPAL CODE TO REVISE REGULATIONS FOR THE CONSTRUCTION OF RESIDENTIAL DRIVEWAYS ON LOTS WITH LESS THAN FIFTY (50) FEET OF STREET FRONTAGE WIDTH (Second Reading)**" was adopted, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - Zurita

7. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 31-1.11 OF CHAPTER 31 (RUNOFF POLLUTION CONTROL) OF THE COMPTON MUNICIPAL CODE - REQUIRING LOW IMPACT DEVELOPMENT CONTROLS AND ESTABLISHING A "GREEN STREET" POLICY IN COMPLIANCE WITH THE MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ("MS4") FOR LOS ANGELES COUNTY **(Second Reading)**

Glen Kau, Director of Public Works, offered a brief Power Point presentation on the history of the proposed ordinance to establish a "Green Street" policy in compliance with the municipal separate storm sewer system permit for the County of Los Angeles.

Councilperson Arceneaux asked Mr. Kau if he would be installing breaks and screens on all City drains. Mr. Kau replied that all catch basins within the City have screens.

Councilperson Arceneaux also asked Mr. Kau if he conducted assessments on all of the City's catch basins. Mr. Kau replied that an assessment was conducted before he began working for the City of Compton which indicated how they were installed. Furthermore, Mr. Kau explained that because debris still gets into the catch basins they are cleaned out four times a year to ensure additional controls.

Councilperson Arceneaux maintained that she has personally seen storm drains without screens and asked that citizens report them to the City at (310) 605-5500.

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

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

NOES: Council Members - None

ABSENT: Council Members - Zurita

On motion by Arceneaux, seconded by Jones, **Ordinance # 2,252** entitled "**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION 31-1.11 OF CHAPTER 31 (RUNOFF POLLUTION CONTROL) OF THE COMPTON MUNICIPAL CODE - REQUIRING LOW IMPACT DEVELOPMENT CONTROLS AND ESTABLISHING A "GREEN STREET" POLICY IN COMPLIANCE WITH THE MUNICIPAL SEPARATE STORM SEWER SYSTEM PERMIT ("MS4") FOR LOS ANGELES COUNTY (Second Reading)**" was adopted by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - Zurita

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2014-2015 (Continued to Monday, June 30, 2014 at 3 p.m.)

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

Councilperson Galvan asked that this item be continued to Monday, June 30, 2014 at 3 p.m. to allow Councilperson Zurita the opportunity to make comments.

Councilperson Arceneaux and Councilperson Jones withdrew their motions.

Councilperson Jones asked the City Manager if any adjustments were made to adequately staff the grants department.

Assistant City Manager Montgomery informed the City Council that the grants manager is requesting three positions; office aide (full-time), program development specialist (part-time) and grants coordinator (part-time). In addition, the recommendation is that the two part-time positions become full-time once grant funding is acquired. The total recommended cost from the General Fund is \$45,000.

Councilperson Arceneaux announced that the proposed 2014-2015 Fiscal Year Successor Agency budget is now complete and should be available for review.

Mayor Brown requested the following information be brought back during the special City Council meeting scheduled for Monday, June 30, 2014, due to concerns of duplicity.

General Services' Department Operations and Maintenance Object codes: 4226, 4229, and 4236; and Contract Services Object codes: 4262 and 4269.

Mayor Brown also asked that the revised 2014-2015 Fiscal Year budget be made available on the City's website.

On motion by Galvan, seconded by Arceneaux, a special City Council meeting was scheduled for Monday, June 30, 2014 at 3 p.m., by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - Zurita

On motion by Arceneaux, seconded by Jones, a special Successor Agency meeting was scheduled for Monday, June 30, 2014 at 2:45 p.m., by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - Zurita

NEW BUSINESS

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO TRANSFER FUNDS BETWEEN ACCOUNTS AND ISSUE A PURCHASE ORDER TO YALE/CHASE EQUIPMENT SERVICES, INC. FOR THE PURCHASE OF ONE (1) BUCKET BROOM AND THREE (3) HEAVY EQUIPMENT TRAILERS FOR THE WATER UTILITY DIVISION

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

Chad Blais, Deputy Director of Public Works and Municipal Utilities, offered a brief PowerPoint presentation regarding the need to purchase equipment and vehicles for the Water Department.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,972** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO TRANSFER FUNDS BETWEEN ACCOUNTS AND ISSUE A PURCHASE ORDER TO YALE/CHASE EQUIPMENT SERVICES, INC. FOR THE PURCHASE OF ONE (1) BUCKET BROOM AND THREE (3) HEAVY EQUIPMENT TRAILERS FOR THE WATER UTILITY DIVISION**" was approved, by the following vote on roll call:

#3.

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

NOES: Council Members - None

ABSENT: Council Members - Zurita

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO TRANSFER FUNDS BETWEEN ACCOUNTS AND ISSUE A PURCHASE ORDER TO WINNER CHEVROLET FOR THE PURCHASE OF THREE (3) NEW HEAVY DUTY WATER SERVICE TRUCKS FOR THE COMPTON WATER UTILITY DIVISION

Chad Blais, Deputy Director of Public Works and Municipal Utilities, offered a brief PowerPoint presentation as to the need to purchase equipment and vehicles for the Water Department.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,973** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO TRANSFER FUNDS BETWEEN ACCOUNTS AND ISSUE A PURCHASE ORDER TO WINNER CHEVROLET FOR THE PURCHASE OF THREE (3) NEW HEAVY DUTY WATER SERVICE TRUCKS FOR THE COMPTON WATER UTILITY DIVISION**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - Zurita

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO TRANSFER FUNDS BETWEEN ACCOUNTS AND ISSUE A PURCHASE ORDER TO WONDRIES FLEET GROUP FOR THE PURCHASE OF FIVE (5) NEW LIGHT DUTY WATER SERVICE TRUCKS FOR THE COMPTON WATER UTILITY DIVISION

Chad Blais, Deputy Director of Public Works and Municipal Utilities, offered a brief PowerPoint presentation as to the need to purchase equipment and vehicles for the Water Department.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,974** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO TRANSFER FUNDS BETWEEN ACCOUNTS AND ISSUE A PURCHASE ORDER TO WONDRIES FLEET GROUP FOR THE PURCHASE OF FIVE (5) NEW LIGHT DUTY WATER SERVICE TRUCKS FOR THE COMPTON WATER UTILITY DIVISION**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - Zurita

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING IN THE CAPACITY OF HOUSING SUCCESSOR ACCEPTING THE TRANSFER OF HOUSING ASSETS FROM THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34176 **(Removed per the City Attorney)**

APPROVAL OF WARRANTS

13. Warrant #221912 - 6/11/14 - 1st PMF Bancorp - Emergency transportation and basic life support - \$63,081.83 - Requested by: Fire

Warrant #222011 - 6/18/14 - Springbrook Software Annual Maintenance - Annual Maintenance for cashier system - \$6,674.92 - Requested by: Treasurer

Warrant #222015 - 6/18/14 - Voyager Inc. - Fuel for City Vehicles - \$15,000.00 - Requested by: Public Works

Warrant #222020 - 6/18/14 - Administrative Services Co-Op - Senior and disabled Dial-A-Taxi Transportation Services - \$6,173.75 - Requested by: Water

Warrant #222022 - 6/18/14 - All Star Interpreting - Spanish interpreting service City Council Meetings - \$2,250.00 - Requested by: City Clerk

Total Amount - \$93,180.50

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

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

NOES: Council Members - None

ABSENT: Council Members - Zurita

COUNCIL COMMENTS

Councilperson Galvan offered the following communications/announcements:

- Presented the City Manager with a list of 21 homes in need of repair and/or maintenance in the Second District.
- Announced that a Second District Clean-Up will be held Saturday, July 12, 2014
- Encouraged the community to join the NAACP Compton Branch.
- Requested an update on his request to establish a reward for the Compton restaurant owner that was murdered last week.
 - **City Manager Duffey** indicated that he did not have an update at this time.

Meeting adjournments:

Edna Knowles

Councilperson Arceneaux offered the following communications/announcements:

- Free AIDS Testing will be provided at the Farmer's Market Thursday, June 26, 2014 from 12 p.m. to 4 p.m. to include raffles for a car, iPads and more.
- Gumbo Pot Productions Hip Hop Workshop will be held Monday, July 7, 2014. For more information please call (818) 570-3193.
- Asked the City Manager to amend the preferential parking permit so that it does not require the applicant's social security number.
- Directed the City Manager to bring back an action item transferring the Dollarhide name to the new community center.

Councilperson Jones offered the following communications/announcements:

- First Black and Gold Spring Gala will be held Friday, June 27, 2014 from 10 a.m. to 2 p.m. at the new community center. For more information, please call (310) 605-5688.

#3.

- Announced the grand opening celebration for the new Chipotle restaurant located in the Gateway Towne Center to be held Wednesday, June 25, 2014.

Meeting adjournments:

Claudia Brown

Ruth Bass

Mayor Brown offered the following communications/announcements:

- Recommended that the former building be named after the first female African American Mayor Doris Davis.
- Commented on the 2014 Compton Empowerment Youth Summer Experience in which 30 Compton Unified School District students are mentored, attend field trips, receive tips on entrepreneurship and stipends for their participation.
- Acknowledged the Junetenth celebration held last week which commemorates the announcement of the abolition of slavery in the United States of America.
- Directed the City Manager to contact Union Pacific regarding the maintenance of Alameda Street and to propose a program that reuses that piece of land at no cost to the City.

The meeting recessed to closed session at 8:06 p.m. and reconvened at 10:18 p.m.

AYES: Council Members - Brown

NOES: Council Members - None

ABSENT: Council Members - Zurita, Galvan, Arceneaux, Jones

REPORT OUT OF CLOSED SESSION

City Attorney Cornwell reported out that council met in closed session to consider Conference with legal counsel - anticipated litigation, wherein one potential case was discussed. No reportable action was taken pursuant to Government Code Section 54956.9(b).

ADJOURNMENT

The meeting adjourned at 10:19 p.m. for lack of a quorum in memory of **Claudia Brown, Ruth Bass, and Edna Knowles.**

Clerk of the City of Compton

Mayor of the City of Compton

Memorandum

July 15, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS**FROM: CITY ATTORNEY****SUBJECT: CITY ATTORNEY REPORT/CLAIM NO. I-8669/LI0000358A****SUMMARY**

Council will consider the application of Rita James for permission to file a late claim (Claim No. I-8669/LI0000358A), presented to the City on June 26, 2014, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

An application for leave to present a late claim was presented on June 26, 2014, by a law firm representing Claimant. Claimant alleges that she was exiting the 600 North Alameda Street facility on July 23, 2013, when she tripped and fell on bubbled up rug near a door. Steelworkers Old Timers Foundation leases indoor space inside this City facility.

California law is specific concerning the amount of time permitted for filing a liability claim with a public entity - six (6) months for a claim made for personal injury. Pursuant to Government Code §911.6, an application for leave to present a late claim can only be granted on limited grounds.

Claimant's attorney states that they failed to present the claim on time because they allege they filed the claim against Argo Pro, the insurance company which insures the Steelworkers Old Timers Foundation on March 8, 2013. After their claim was denied by Argo Pro on April 8, 2014, Claimant made a claim against the City on May 22, 2014.

Based upon this information, Claimant's application for leave to present a late claim cannot be granted as Claimant must show "excusable neglect that might have been the act or omission of a reasonably prudent person under the same or similar circumstances." *Ebersol v. Cowan*, 35 Cal 3d 427, 197 Cal. Rptr. 601 (1983). Courts also deny relief where a claim has been made against the wrong entity. *Shank v. County of Los Angeles*, 139 Cal. App. 3d 152, 188 Cal. Rptr. 644 (1983).

FINANCIAL IMPACT

Twenty Six Thousand One Hundred Sixty Dollars (\$26,160.00).

RECOMMENDATION

Staff recommends that this application for leave to present a late claim be denied.

/S/

CRAIG J. CORNWELL
CITY ATTORNEY

Memorandum**July 15, 2014**

TO: MAYOR AND CITY COUNCIL MEMBERS
FROM: CITY ATTORNEY
SUBJECT: CITY ATTORNEY REPORT/CLAIM NO. I-8660/LI0000347A

SUMMARY

Council will consider the application of William Carter for permission to file a late claim (Claim No. I-8660/LI0000347A), presented to the City on June 25, 2014, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

Claimant applied for leave to present a late claim on June 25, 2014. Claimant alleges because of poor lighting, he was unable to see the street sign at the intersection of Alondra Boulevard and Long Beach Boulevard. Claimant alleges the poor lighting and the size of the street sign did not allow him to read the signs clearly and he was issued Citation No. Y718055 by a Los Angeles County Sheriff's Deputy. Although the City of Compton Claim Form clearly states that a claim for personal property must be made within six months after the occurrence, Claimant states that he made a mistake in interpreting the City of Compton Claim form and believed he had a year to file his claim.

California law is specific concerning the amount of time permitted for filing a liability claim with a public entity - six (6) months for a claim made for personal property. Pursuant to Government Code §911.6, an application for leave to present a late claim can only be granted on limited grounds: (1) when the claim was not presented in a timely fashion because of mistake, inadvertence, surprise or excusable neglect, but only if the public entity would not be prejudiced in its defense by the failure to have presented a timely claim; (2) if the claimant was a minor throughout the time period; (3) if the claimant was physically or mentally incapacitated throughout the claim period; or (4) if the claimant died before the claim period expired. Claimant's application for leave to file a late claim discloses no facts which fit within any of the legal requirements set forth in Government Code §911.6.

Additionally, the City of Compton did not issue Citation No. Y718055. In order for Claimant to contest this citation further, he was required to follow the appeal guidelines set forth by the Los Angeles Superior Court. According to the disposition listed on the Los Angeles County Superior Court website, the fine related to this citation was paid on June 21, 2013 and the case was closed.

FINANCIAL IMPACT

For Hundred and Five Dollars (\$405.00).

RECOMMENDATION

Staff recommends that this application for leave to present a late claim be denied.

_____/S/
CRAIG J. CORNWELL
CITY ATTORNEY

Memorandum**July 15, 2014****TO: MAYOR AND CITY COUNCIL MEMBERS****FROM: CITY ATTORNEY****SUBJECT: CITY ATTORNEY REPORT/CLAIM NO. I-8676/LI0000365A****SUMMARY**

Council will consider the claim of Sergio and Nancy Franco (Claim No. I-8676/LI0000365A), presented to the City on June 2, 2014, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

On June 2, 2014, the above claim was presented to the City Controller by Sergio and Nancy Franco for property damage. Claimants allege that on April 5, 2014, while driving on Wilmington Avenue near Artesia Boulevard, their vehicle was damaged as the result of a pothole. Claimants provided an estimate for the repair of two rims as well as alignment to their vehicle.

Staff was unable to contact Claimants for supporting documents related to their claim because Claimants did not respond to multiple phone messages left for them.

FINANCIAL IMPACT

One Thousand Nine Hundred Thirty Three Dollars (\$1,933).

RECOMMENDATION

Staff recommends that this claim be denied.

_____/S/
CRAIG J. CORNWELL
CITY ATTORNEY

Memorandum**July 15, 2014****TO: MAYOR AND CITY COUNCIL MEMBERS****FROM: CITY ATTORNEY****SUBJECT: CITY ATTORNEY REPORT/CLAIM NO. I-8667/LI0000356A****SUMMARY**

Council will consider the amended claim of Filiberto Perez (Claim No. I-8667/LI0000356A), presented to the City on June 5, 2014, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

Mr. Filiberto Perez presented the above-referenced claim to the City Controller's Office on June 5, 2014. Claimant states that on April 10, 2014, while driving on Rosecrans Avenue near Kemp Street (831 West Rosecrans Avenue), his vehicle was damaged as the result of a large pothole. Claimant provided an estimate and stated that he will have to pay for front wheel alignment and will also have to replace the rack and pinion to his vehicle.

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

FINANCIAL IMPACT

Six Hundred Dollars (\$606).

RECOMMENDATION

Staff recommends that this claim be denied.

_____/S/
CRAIG J. CORNWELL
CITY ATTORNEY

July 15, 2014

TO: MAYOR AND COUNCILMEMBERS

FROM: FIRE CHIEF

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF COMPTON AUTHORIZING THE CITY MANAGER TO
ESTABLISH A PURCHASE ORDER WITH LIFE-ASSIST
INC. FOR EMERGENCY MEDICAL PHARMACEUTICALS,
SUPPLIES AND EQUIPMENT FOR THE FIRE DEPARTMENT**

SUMMARY

This resolution authorizes the City Manager to establish a purchase order not to exceed \$80,000 with Life-Assist for the purpose of re-supplying medications and other needed medical supplies and medical equipment that are used on a daily basis by fire department personnel.

BACKGROUND

The City of Compton Fire Department has been mandated to carry a large and varied amount of pharmaceuticals and first aid supplies in order to carry out requests for emergency medical services. The Fire Department uses an abundance of these supplies being directly attributed to the large number of requests for emergency first aid.

STATEMENT OF ISSUE

Life Assist has been the supplier of choice for the City of Compton Fire Department for several years. Their prices and customer service have drawn the fire department back to them year after year. Three companies were solicited again this year for service but they continue to be the only company that offers the fire department locked in contract pricing.

ALERNATIVE

The Fire department has another medical supplier for the items that are not carried by Life Assist, but they are used infrequently. Life Assist has provided almost all the fire department needs in the area of pharmaceuticals and other medical supplies and equipment.

#7.

FISCAL IMPACT

There is no additional impact to the General Fund. Adequate funds for the purchase are allocated in the fire department's 2014/15 fiscal year budget in account 10016900004240.

RECOMMENDATION

Staff recommends that council approve the attached resolution

**Jon Thompson
FIRE CHIEF**

APPROVED FOR FORWARDING:

**G. Harold Duffy
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE
ORDER WITH LIFE-ASSIST INC. FOR EMERGENCY MEDICAL
PHARMACEUTICALS, SUPPLIES AND EQUIPMENT FOR THE FIRE
DEPARTMENT**

WHEREAS, the Fire Department staffs three (3) ALS Paramedic units and two (2) Basic Life Support units along with fire units which provide emergency medical care; and

WHEREAS, pharmaceuticals and other medical supplies are needed to supply these units in compliance with the Department of Health Services Policies and Procedures for Pre-Hospital care providers; and

WHEREAS, Life Assist, Inc. provides the necessary supplies and equipment at very competitive pricing, which is in the best interest of the City; and

WHEREAS, Boundtree Medical, Guardian and Life Assist Inc. were solicited for pricing and Life Assist Inc. continues to be the only one to provide the City of Compton Fire Department with contract pricing; and

WHEREAS, the Fire Department desires to utilize the services of Life Assist, Inc. during the 2014/15 Fiscal year.

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

SECTION 1. That the City Manager is authorized to issue a purchase orders to Life Assist, Inc. in an amount not to exceed \$80,000.00.

SECTION 2. That funds for this purchase have been budgeted in account 10016900004240 of the Fire Department's 2014/15 fiscal year budget.

SECTION 3. That copies of this resolution shall be filed in the offices of the City Manager, City Controller, Fire Department and City Clerk.

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

ADOPTED this _____ day of _____, 2014.

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. _____
PAGE 2

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

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

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

AYES: Council Members-
NOES: Council Members-
ABSTAINS: Council Members-
ABSENT: Council Members-

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Fire Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH LIFE-ASSIST INC. FOR EMERGENCY MEDICAL PHARMACEUTICAL SUPPLIES AND EQUIPMENT FOR THE FIRE DEPARTMENT

Jon Thompson
DEPARTMENT MANAGER’S SIGNATURE

7/8/2014 12:10:49 PM
DATE

REVIEW / APPROVAL

Craig Cornwell
CITY ATTORNEY

7/11/2014 7:55:30 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

7/10/2014 5:10:49 PM
DATE

Kelly Montgomery
CITY MANAGER

7/10/2014 3:54:33 PM
DATE

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

JULY 15, 2014

TO: MAYOR AND COUNCIL MEMBERS CITY G.

FROM: JON THOMPSON, FIRE CHIEF

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE CITY OF SANTA FE SPRINGS AND SOUTH COAST EMERGENCY VEHICLE SERVICE FOR ROUTINE MAINTENANCE AND REPAIR ON CITY FIRE APPARATUS

SUMMARY

This resolution authorizes the City Manager to establish Purchase Orders with South Coast Emergency Vehicle Services in the amount of One Hundred and Twenty Thousand Dollars (\$120,000 Dollars) and Santa Fe Springs Fire in the amount of \$30,000.00 Dollars for routine maintenance and repair of Fire Department Apparatus.

BACKGROUND

Four bids were collected from four individual vendors; South Coast Emergency Vehicles Services, Valley Power Systems, Santa Fe Spring Fire and Southern California Fire Services Inc. Based on the Fire Departments needs in terms of quality and apparatus returned expeditiously in a ready to go condition, South Coast Emergency Vehicle Services and Santa Fe Springs Fire provided the most responsive and responsible bids.

The Fire Department is requesting two (2) purchase orders to ensure that when one vendor is inundated with work, the other vendor can be called upon to provide the needed service to keep our apparatus in service and not out of service waiting on repair.

Both of these vendors provide competitive pricing and have an experienced and professional staff of diesel mechanics to meet the Fire Department's maintenance and repair needs. Additionally, both vendors provide other services such as pick-up and delivery and emergency road side services at no additional charge.

Therefore, it would be in the best interest of the City of Compton's Fire Department to

#8.

use South Coast Emergency Vehicle Services and Santa Fe Springs Fire as a back-up to provide apparatus maintenance and repair for the 2014-2015 Fiscal Year.

STATEMENT OF THE ISSUE

Annual Apparatus Maintenance and Repair for the Fire Departments' emergency vehicles are essential for safe and efficient emergency response and operation. The Department performs routine apparatus and equipment inspections on all apparatus daily to ensure that preventive maintenance guidelines are adhered to and that there are no defects with regard to Fire Engine Operations. Furthermore, all vehicles are required to meet the Department of Transportation and California Highway Patrol regulatory statutes with regards to emergency vehicles.

Due to our Department's high volume of emergency responses and our aging fleet of apparatus it is imperative that we employ experienced and proven vendors to maintain the operability of the Fire Department's Emergency Vehicles. The City of Compton has no vendor in the city's boundaries that provide maintenance and repair for Fire Apparatus.

City Council approval is needed because the expenditure is in excess of \$25,000.00 Dollars.

ANALYSIS/ALTERNATIVE

The alternative would be for the Fire Department to use other vendors that have a much smaller staff of diesel mechanics and do not have the experience working with First Responder Apparatus, unlike the selected vendors we have chosen above. The two vendors that were not selected have very competitive pricing. However, the vendors are newly established companies and do not have a staff large enough to accommodate our apparatus maintenance and repair needs.

FISCAL IMPACT

Total estimated cost of future preventive maintenance and repair to the Fire Department's Emergency Apparatus are ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00). The funds for said purchase order shall come from the Fire Department's 2014/15 Fiscal Year Budget in Account No. 10016900004229.

RECOMMENDATION

It is recommended by staff that Council approves the attached resolution.

**JON THOMPSON
FIRE CHIEF**

APPROVED TO FORWARD:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER
TO ISSUE A PURCHASE ORDER TO THE CITY OF SANTA FE
SPRINGS AND SOUTH COAST EMERGENCY VEHICLE
SERVICE FOR ROUTINE MAINTENANCE AND REPAIR ON
CITY FIRE APPARATUS**

WHEREAS, the Fire Department needs its apparatus to be maintained in a constant state of readiness to respond to emergent situations; and

WHEREAS, four proposals were collected (Valley Power Systems, Southern California Fire Services, Santa Fe Springs Fire and South Coast Emergency Vehicle Services) for apparatus repair and maintenance; and

WHEREAS, the Fire Department would like to contract with two vendors; ensuring that when one vendor is inundated with work, the Fire Department has the option of sending Fire Apparatus to the other vendor; and

WHEREAS, South Coast and Santa Fe Springs Fire provided the most responsive and competitive proposals; and

WHEREAS, South Coast and Santa Fe Springs are local vendors who have provided the Fire Department with this service at a reasonable price and in a professional manner in the past; and

WHEREAS, adequate funds for the purchase order is allocated in account 10016900004229 of the Fire Department’s 2013-14 Fiscal Year Budget; and

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

Section 1. That the City Manager is authorized to execute a Purchase Order to South Coast Emergency Vehicle Repair in an amount not to exceed One Hundred and Twenty-Thousand Dollars and No Cents (\$120,000.00) and a Purchase Order to the City of Santa Fe Springs in an amount not to exceed Thirty -Thousand Dollars and No cents (\$30,000.00)

Section 2. That the funds for said purchase orders shall come from the Fire Department’s 2013-14 Fiscal Year Budget in **Account No. 10016900004229.**

Section 3. That a copy of this resolution shall be filed in the offices of the City Manager, City Controller and the Fire Department.

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

ADOPTED this _____ day of _____, 2014

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. _____
PAGE 2

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

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

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

AYES: Council Members-
NOES: Council Members-
ABSTAINS: Council Members-
ABSENT: Council Members-

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Fire Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE CITY OF SANTA FE SPRINGS AND SOUTH COAST EMERGENCY VEHICLE SERVICE FOR ROUTINE MAINTENANCE AND REPAIR ON CITY FIRE APPARATUS

Jon Thompson
DEPARTMENT MANAGER’S SIGNATURE

7/8/2014 3:33:05 PM
DATE

REVIEW / APPROVAL

Craig Cornwell
CITY ATTORNEY

7/10/2014 6:40:59 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

7/10/2014 5:47:50 PM
DATE

Kelly Montgomery
CITY MANAGER

7/10/2014 3:54:55 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.

July 15, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: FIRE CHIEF

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF COMPTON AUTHORIZING THE CITY MANAGER TO
ESTABLISH A PURCHASE ORDER WITH WINTEC
RESOURCES INC. FOR EMERGENCY AMBULANCE BILLING
SERVICES**

SUMMARY

This resolution authorizes the City Manager to establish a purchase order in an amount of \$84,000 to make necessary payments for services to Wintec Resources Inc. for emergency ambulance billing services.

BACKGROUND

Emergency Ambulance billing is a specialized and ever changing service. Those involved must constantly keep up with current federal, state and local regulations to maximize reimbursement from insurance companies, Medi-Care, cash payers and Medi-Cal. Much time and effort is needed to be successful.

The City of Compton currently operates three (3) Advanced Life Support and two (2) Basic Life Support Ambulances. Although not always Wintec, this service has been billed for by a third-party billing company for over fifteen (15) years. Wintec has been a great partner with the City. When the city has had cash flow issues they have chosen to defer payments rather than demand payment.

STATEMENT OF ISSUE

Wintec Resources Inc. is currently contracted to do third party medical billing for the City of Compton. The cost for said service is seven and one-half percent (7.5%) of net monies collected. This will provide for the continued reimbursement for our services by our users, Medi-care, Medi-Cal and private insurance companies. Monies are received directly from the users or their insurance carriers. Wintec Resources Inc. then receives a monthly statement of receipts and bills the City accordingly.

#9.

This purchase order is necessary because although revenues pay for this service fee, the City does not allow the vendor to collect their fees prior to the City receiving the total funds. Thus an expenditure account has to be in place to pay the vendor.

ALTERNATIVES

Vendor is currently under contract, thus there are no other alternatives at this time.

FISCAL IMPACT

There is no further impact to the 2014/15 fiscal year budget. Expenditures may be higher based upon an increase in revenues which will be invoiced at the same 7.5% and covered by those revenues. Funds are budgeted in account # 10016900004269.

RECOMMENDATION

That the City Council approves this resolution.

**JON THOMPSON
FIRE CHIEF**

APPROVED TO FORWARD:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF COMPTON AUTHORIZING THE CITY MANAGER TO
ESTABLISH A PURCHASE ORDER WITH WINTEC
RESOURCES INC. FOR EMERGENCY AMBULANCE
BILLING SERVICES**

WHEREAS, the City of Compton Fire Department provides both Advanced and Basic Life Support emergency ambulance transportation services; and

WHEREAS, to maintain such services it is necessary to bill the users and/or their public or private insurance carriers; and

WHEREAS, emergency ambulance billing is specialized and a tedious process; and

WHEREAS, the aforesaid services are billed for by a third-party billing service; and

WHEREAS, Wintec Resources Inc. is currently under contract and has adequately provided said services at a savings to the City: and

WHEREAS, the cost of said services is seven and one-half percent (7.5%) of monies collected; and

WHEREAS, the contract was approved with Resolution No. 23,721 and is in effect until June 30, 2015.

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

Section 1. That the City Manager is authorized to establish purchase orders for Wintec Resources Inc. in an amount not to exceed \$84,000 per year for said services and to process appropriate payments.

Section 2. The funds for said services are appropriated in account 10016900004269 of the Fire Department’s budget for fiscal year 2014/15.

Section 3. That a certified copy of this resolution shall remain on file in the offices of the City Manager, City Clerk, City Controller and the Fire Department.

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

ADOPTED this _____ day of _____, 2014.

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. _____
PAGE 2

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

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

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

AYES: Council Members-
NOES: Council Members-
ABSTAINS: Council Members-
ABSENT: Council Members-

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Fire Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ESTABLISH A PURCHASE ORDER WITH WINTEC RESOURCES INC. FOR EMERGENCY AMBULANCE BILLING SERVICES

Jon Thompson
DEPARTMENT MANAGER’S SIGNATURE

7/8/2014 4:04:42 PM
DATE

REVIEW / APPROVAL

Craig Cornwell
CITY ATTORNEY

7/10/2014 6:39:07 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

7/10/2014 5:48:41 PM
DATE

Kelly Montgomery
CITY MANAGER

7/10/2014 3:55:17 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.

July 15, 2014

TO: MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A FOUR (4) YEAR LEASE/PURCHASE AGREEMENT AND MAINTENANCE AGREEMENT WITH TOTAL CORPORATE SOLUTIONS FOR DEPARTMENTAL DIGITAL COPIERS AND MAXX VAULT DOCUMENT MANAGEMENT SYSTEM SOFTWARE.

SUMMARY:

The City Council will consider adopting a Resolution authorizing the City Manager to enter into a four (4) year Lease/Purchase Agreement and Maintenance Agreement with Total Corporate Solutions for provision of thirty (30) departmental digital copiers and Maxx Vault Document Management System.

BACKGROUND:

In June 2010, the City Council adopted a Resolution No. 23,119, authorizing a lease/purchase of twenty seven (27) Ricoh digital copiers. The lease agreement expired June 30, 2014. The City departments have made over 5.2 million copies during the last four years. The costs of maintaining the equipment at efficient operational levels have escalated, which indicates the end of its four to five year lifespan. The equipment manufacturer only provides support and replacement parts for a maximum of five years.

City departments are currently using an outsourcing method of managing documents. The City is bringing this service in-house to immediately secure a green technology approach to the document management process. The benefits of increased efficiencies through scanning, attaching email, photographic files, and licensure applications for example will centrally locate files using electronic indexing. This method of document management will eliminate excess paper-chasing of manual files, minimize lost materials from a file and increase security and shared electronic file accessibility as needed. Implementing and overseeing document management is assigned to the Reprographics Division.

STATEMENT OF ISSUE

Staff solicited proposals to identify a single strategic partner to provide digital copier equipment, document management software, training and technical support. The top five (5) vendors that responded and provided bids were reviewed and evaluated on their understanding of the City's needs and their proven ability to efficiently implement solutions in a similar environment, price, equipment guarantee and the ability to support the equipment.

#10.

**Staff Report – Resolution Authorizing 4-Year Lease/Purchase
Maintenance Agreements with Total Corporate Solutions (Copiers)
July 15, 2014, page 2**

The following is a cost comparison on a lease purchase and service agreement for a period of forty eight (48) months:

<u>Vendor</u>	<u>Lease Payment</u>	<u>Service Payment</u>	<u>Total Monthly Cost</u>
AmeriTech	\$14,978.00	Included	\$14,978.00
Canon Solutions America	\$14,905.62	Included	\$14,905.62
Toshiba Business Solutions	\$11,596.04	\$2,718.00	\$14,314.04
Konica Minolta	\$11,201.29	\$2,909.57	\$14,115.00
Total Corporate Solutions	\$10,697.86	\$2,805.53	\$13,503.39

Total Corporate Solutions offers government discounts and has provided the lowest bid. They understand and will accept payment under the City's purchase order guidelines.

Total Corporate Solutions has been selected as the vendor of choice. Of the several types of equipment, included are Sharp digital copiers which are capable of network printing, copying, faxing and scanning. Sharp's digital copier solution will reduce cost, increase reliability, quality, and productivity. Sharp digital products are rated among the world's best. Total Corporate Solutions will provide the equipment maintenance. They are committed to providing the City with the highest level of quality service.

FINANCIAL IMPACT

The Lease/Purchase Agreement between Total Corporate Solution and the City of Compton will provide for sixteen (16) quarterly payment of \$34,982.00 (lease payment plus taxes) for a period of forty eight (48) months. The Maintenance Agreement will be payable in quarterly payments of \$9,249.00 (sales tax included). The combined monthly cost is a total of \$44,231.00. At the end of the Lease/Purchase Agreement term, the digital equipment may be purchased by the City for \$1.00.

Funds for the quarterly payments are allocated in the 2014/2015 Fiscal Year budget in Account No. 1001 610 000 4297. Subsequent quarterly payments will be appropriated at the adoption of future City fiscal year budgets.

RECOMMENDATION

Staff recommends adoption of the attached resolution.

**JOHN W. PHILLIPS JR., SUPERVISOR
REPROGRAPHICS DIVISION**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO EXECUTE A FOUR (4) YEAR
LEASE/PURCHASE AGREEMENT AND A MAINTENANCE AGREEMENT
WITH TOTAL CORPORATE SOLUTIONS FOR DEPARTMENTAL DIGITAL
COPIERS AND MAXXVAULT DOCUMENT MANAGEMENT SOFTWARE.**

WHEREAS, the Reprographics Division of the City of Compton is charged with the acquisition and maintenance of departmental copier equipment and document management software Citywide and has determined that there is a need to procure new equipment that is essential within the organization to disseminate information and manage documents Citywide; and

WHEREAS, the City's agreement with Total Corporate Solutions expired June 30, 2014, with the City paying monthly lease payments until a new agreement may be attained; and

WHEREAS, in seeking a more cost-effective solution to the City's copier and document management needs, staff solicited proposals to identify a single strategic partner, provide digital copier equipment and a service agreement placing all copiers under an umbrella account and allowing blanket variation of 900,000 copies allotted quarterly; and

WHEREAS, the top five (5) vendors that responded and provided bids were reviewed and evaluated on their understanding of the City's needs and their proven ability to efficiently implement solutions in a similar environment, price, equipment guarantee and the ability to support the equipment. The following is a cost comparison on a lease purchase and service agreement for a period of forty eight (48) months:

<u>Vendor</u>	<u>Lease Payment</u>	<u>Service Payment</u>	<u>Total Monthly Cost</u>
AmeriTech	\$14,978.00	Included	\$14,978.00
Canon Solutions America	\$14,905.62	Included	\$14,905.62
Toshiba Business Solutions	\$11,596.04	\$2,718.00	\$14,314.04
Konica Minolta	\$11,201.29	\$2,909.57	\$14,115.00
Total Corporate Solutions	\$10,697.86	\$2,805.53	\$13,503.39

WHEREAS, Total Corporate Solutions provides creative tools such as network printing, scanning, faxing and copying capabilities and efficient document management solutions which will increase reliability, quality, productivity and reduce cost; and

WHEREAS, the City desires to enter into a Lease/Purchase Agreement with Total Corporate Solutions for the purpose of procuring thirty (30) departmental Sharp digital copiers and a Maintenance Agreement for service and maintenance of said equipment and Maxx Vault Document software.

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

Section 1. That the City Manager is authorized to enter into a four (4) year Lease/purchase Agreement and Maintenance Agreement with Total Corporate Solutions for provision of thirty (30) departmental digital copiers and Maxx Vault Document Management System Software.

Section 2. That a purchase order is authorized to be issued for the quarterly payments under the Lease/Purchase Agreement, in the amount of \$34,982.00, and quarterly payments under the Maintenance Agreement, in the amount of \$9,249.00, which includes taxes for a period of forty eight (48) months. At the end of the Lease/Purchase Agreement term the digital equipment may be purchased by the City for \$1.00.

Section3. Funds for the quarterly payments are allocated in the 2014/2015 Fiscal Year budget in Account No. 1001 610 000 4297. Subsequent quarterly payments will be appropriated at the adoption of future City fiscal year budgets.

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

Section 5 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 a 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-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

SIMPLE JUST GOT EASIER™



PAINTING THE TOWN MAXXVAULT

Towns, cities and municipalities are complex organizations, composed of multiple departments providing widely diverse services. From police reports to sewage system maps or building permits to by-laws, the work involved in running a municipality generates a huge volume of documents.

Routing, filing, managing and storing both paper and electronic documents costs cities millions of dollars annually; often, these costs seem hidden in the larger budget in the form of floor space taken up by multiple file rooms or labor inefficiencies searching for electronic documents in the network folders or email. By drastically reducing the volume of paper consumed, printing and copying, transportation, storage facilities, and the labor needed to manage these documents, municipalities can expect a drastic improvement to the operating budget. It can also provide a noticeable improvement in client services and provide real “green” program benefits.

Departmental Solutions

The MaxxVault Enterprise document management suite is designed to handle diverse document types and workflows. Since each department has its own unique

documents and processes, MaxxVault is ideal for delivering increased accessibility, efficiency and security. MaxxVault has the tools to help every department manage their documents or share them across departments as required.

- **Council Chambers**
- **Finance and Tax Centers**
- **Human Resources**
- **City Clerk**
- **Emergency Services (Police, Fire, EMS)**
- **Licensing and Permits**
- **Facilities Management**
- **Housing Authority**



MaxxVault®

3340 Veterans Memorial Hwy, Suite 400, Bohemia, NY 11716

Tel. (631) 446-4800 | www.MaxxVault.com

Benefits:

- Collaboration tools track changes to documents
- Immediate access to documents and data when needed
- Easy sharing of information
- Document workflow speeds decision and approval process
- Easily publish agendas and minutes to the city website for public access
- Create a central library of municipal records for easy access and distribution
- Enable high security while also speeding access when required
- Ensure documents are monitored, kept and destroyed according to legal obligations
- Quickly find documents
- Avoid unnecessary duplication
- Provide a complete audit trail on documents and/or users.
- Store all records (scanned paper and electronic documents) in the same location
- Paper applications can be slowly reduced or even phased out completely
- Eliminate lost records
- Allow instant access to documents (enhancing customer services)
- Eliminate shipping of documents between departments
- Speed up processing times
- Allow direct access to supporting documents from within Line-of-Business programs
- Ensure proper security to the documents



**Government agencies
and municipalities
throughout the country
utilize MaxxVault to
manage a wide variety
of documentation
and information.**



MaxxVault®

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| LEGALLY SPEAKING

The collection and organized presentation of evidence is essential to your firm's success. Yet, this can be complicated when dealing with a mix of paper, email and other electronic files. MaxxVault makes it easy to collect, organize and manage the documents, files and electronic media your legal team needs to win.



As a business, law firms need to maximize efficiency and mitigate risk while working to win their clients' cases. Documents form the backbone of legal services but managing these files successfully and keeping them secure takes a great deal of time, effort and money. Since records are now a mix of electronic media and paper files they are typically stored in two locations, complicating access and use. MaxxVault makes it easy to access and work with the entire catalogue of documents related to any particular client or matter.

Bulky and expensive, paper documents can be eliminated by scanning them directly into MaxxVault. Likewise, electronic files can easily be imported into

your client's file thereby abolishing the need to store documents in two places or, as is common, printing the electronic file to save with the other paper records. MaxxVault also captures emails directly from Microsoft Outlook as well as Word, Excel and PowerPoint. Any other type of electronic file, including images, audio and video, can also be easily imported into MaxxVault and saved to the same matter file.

In MaxxVault, access to documents is easy to control and restrict as necessary. Security can quickly be set to allow document access to only those personnel authorized. If authorized, documents can be found by navigating to the folder or by using the MaxxVault



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search tools. Index searches provide the most direct method to a particular record. By focusing a search to the matter number and the document type (a Brief), for instance, the exact document is presented. Or, a simple search of the matter number will provide a list of all the documents associated with that matter. Users can also search the content of documents if necessary. By using the MaxxVault full text search tool documents can be located based on the text within the document and even the notes added by your legal team. With Boolean, fuzzy, stemming, phonic, proximity and wild card operators, finding a document based on the text within has never been easier.

MaxxVault works where you do. Accessible from any web-enabled device, the records you need are always at your fingertips. In addition, the MaxxVault repository can be searched from Outlook, making it easy to find and share information via email.

MaxxVault can also be leveraged to manage other important records generated by your firm, including customer billing records and Human Resources/personnel files. Enabling the efficient collection and management of all of your firm's records into a secure, electronic library, MaxxVault provides significant cost reductions and mitigates the risk of unauthorized access or the consequences of a physical disaster since your entire library can be backed up for off-site storage.

Features:

Capture paper from scanners and multi-function printers.

Capture email directly from Microsoft Outlook and documents from Word, Excel and PowerPoint.

Rapid, centralized access to documents.

Search via index values.

Search document content (full text search).

Apply Bates numbers.

Apply redactions and markups to documents.

Secure Web access.

Document linking – assemble all documents related to a specific matter.

Document Version tracking.

Workflow to route documents for collaboration, edits and approvals.

Full access and use audit logs.

Scales easily to any size firm.

Business continuity through easy document back-up.



MaxxVault®

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| MAXXVAULT AND THE HUMAN RESOURCES DEPARTMENT

Each and every staff member comes with a document trail that begins before they are hired, and continuously mounts each day they are employed.

These documents, that must be readily available for review - yet kept completely secured for administrative use only - are maintained and managed by the human resource department. With the addition of MaxxVault Enterprise in your human resource department, all information linked to an employee, regardless of its source, can be automatically and accurately filed with their initial application, including: resume, payroll, benefit information, employee reviews, time-off requests, certifications, etc. No longer will an HR associate need to wastefully spend time searching for a document, and then even more time filing the document away. MaxxVault will keep all necessary information at their finger-tips, while restricting these sensitive files so that they can only be viewed by the appropriate administrative personnel. Lax document security in HR can mean loss of time, loss of accreditation and even lawsuits.

New and Departing Employees

Hiring a new employee is a complex process, beginning with the sorting of resumes that then need to be

forwarded to the managers evaluating the applicants. With MaxxVault, resumes can be scanned directly to the hiring workflow. Regardless of where the evaluating team is located, the relevant applicant's documentation is secure and accessible to the manager(s) doing the evaluation. To ensure the hiring process is done in a timely manner, the HR department can track the status of applications in the workflow, sending reminders to the evaluation team.

When an applicant is selected, MaxxVault makes it easy to gather all the documents needed to complete the hiring process, including: offer letters, contracts, employee handbooks, benefit programs, etc. Using MaxxVault version control features ensures that only the latest and most up-to-date versions of documents are available. Once these documents are completed they can be stored with the rest of the employee's file for easy reference. Likewise, as an employee leaves your organization, the required documents, tax forms, residual benefit information and other information is quickly assembled.



Keeping Everyone Up to Date

As internal policies, procedures or industry regulations change, staff can be sent the updated information for review. The MaxxVault workflow tools can be used to ensure each employee reviews the document. Sending the document to each employee via MaxxVault provides the HR and department managers the ability to track who has reviewed the new information. Those employees that have not reviewed the information in a timely manner can quickly be identified and the situation corrected.

Easy-Forms

Through the use of MaxxVault E-Forms internal HR documents such as time off-requests, training quizzes, insurance claims and other documents can be filled in electronically. Instantly captured, indexed and routed to the appropriate HR staff or manager for processing, internal documents have never been easier to manage. Eliminating paper from the equation saves on printing costs, filing time, filing errors and eliminates handwriting interpretation!

Give Staff More Control

Through the MaxxVault portal employees can be granted permission to view some of their own personnel files. MaxxVault security makes sure that employees only have access to documents authorized by HR for their review. This direct access will allow employees the ability to retrieve the most up-to-date version of commonly used documents, retrieve insurance information, access past performance reviews, review used vacation time or whatever information is authorized for access. HR staff will have a visible audit trail of all document views and annotations.

Records Management

HR documents can contain sensitive and private personal information. Preventing the loss or theft of these documents is essential in preventing embarrassment, damage to reputations, identity theft and lawsuits. MaxxVault provides greater security than paper and can enforce the proper handling and retention of personnel files.

While HR offices and documents are usually locked away, accidental or intentional security breaches can occur. If a file is accidentally left out, a door is left ajar or there is a break in, paper documents are more susceptible to theft and they do not reveal who has handled them. Documents stored in MaxxVault cannot be access other than through MaxxVault - which requires authentication. Because each user has different access rights, even if an HR employee's credentials are stolen, document access is still limited by that user's privileges, such as the inability to access certain folders, document, and the lack of print, e-mail or deletion rights. Furthermore, MaxxVault tracks each user's activity as well as the actions performed on each document, including who as viewed it. If there is ever a question regarding the history of a document or the actions of an employee, MaxxVault audit logs can report on who, when, where and what was accessed.

In addition, MaxxVault can ensure that documents are retained according to legal and industry regulations. As a documents age they can automatically be moved from active to archive folders. When the document eventually reaches the end of the legal or business obligation to keep it, MaxxVault can prompt the records manager that it is ready for destruction.

With its intuitive interface, MaxxVault will quickly become an indispensable tool for your HR department. With the speed and efficiency that MaxxVault can file and rout documents your HR department will be able to accomplish more in less time. Once your HR department starts using MaxxVault as part of their daily routine, it will be hard to imagine how work was ever completed without it.

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| MAXXVAULT AND THE ACCOUNTING DEPARTMENT

Reduce time and manpower, and pump up revenue with MaxxVault Enterprise in your accounting department.

The accounting department has been plagued by monotonous and labor intensive shuffling of papers for long enough. With MaxxVault in place, a needed document and supporting material are only a click away. MaxxVault makes paging from document to document seamless – reducing the time your staff needs to complete tasks.

Using MaxxVault Enterprise to process incoming and outgoing documents is simple. MaxxVault captures documents from any source (scanner, fax server, e-mail, network folders and any of your department applications) and sorts them immediately according to your company's exact standards. The documents are then routed according to your document workflow for approval and payment. This ensures that documents are consistently processed in much less time than traditional paper-based operations. Watch and see how the effects of quicker receipt and approval of documents impacts your company's cash flow. The monetary benefits of MaxxVault cannot be ignored!

Document Retrieval

Industry studies show that employees spend as much as ten times more effort searching for documents than they do reviewing the information within the file. In use, misplaced or lost files can send employees on a wild goose chase, wasting time and causing frustration. Documents stored in MaxxVault can be found quickly and easily using index or full-text searches.

As documents are stored, information such as purchase order, customer, invoice number, invoice total, etc. is stored in corresponding index fields. When a document is needed, it can quickly be found by searching on any one or several of the index values. Even if the document is currently being viewed by another user, in MaxxVault the document can still be found and reviewed.

MaxxVault makes document retrieval as easy as possible. Needed documents can be searched for and presented to accounting clerks without their even having to



switch software applications. Because MaxxVault is an open and thoroughly up to date technology, integration with your accounting or line-of-business applications is simple. From within the business application supporting documents can be instantly called up. The information on the screen becomes the search values (such as Purchase Order number) and MaxxVault serves up the needed records.

Accounting for compliance

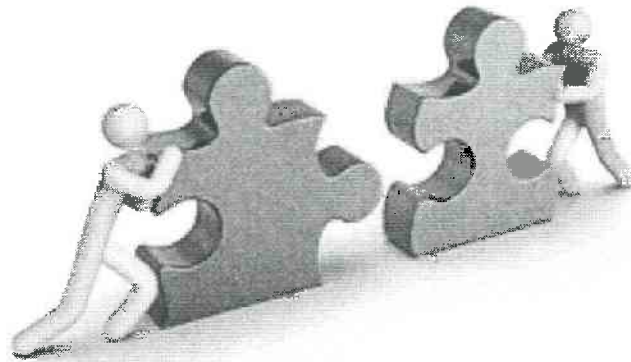
The advantage of using MaxxVault in your accounting department does not stop with improved access and workflow. Compliance with regulations like SEC, FINRA, Sarbanes-Oxley and the US Patriot Act will no longer be a strenuous tax on the accounting department's efforts. MaxxVault Enterprise comes with a retention schedule feature that will allow your administrators to manually or automatically set expiry dates on your documents based on the document type. Corporate records are stored in the read-only archive and are instantly accessible when needed. When a record has reached its expiry date, it will notify the administrator to dispose of it properly. Should a document be required for an indefinite amount of time, for the purpose of litigation or otherwise, MaxxVault's "legal hold" function will prevent a flagged document's deletion, even if the document is past its normal retention schedule.

MaxxVault Enterprise can be tailored to accommodate your exact business compliance needs. Users of MaxxVault in your accounting department will worry less about the loss or accidental destruction of documents and be able to focus more on the true tasks at hand.

Dramatically reduce the costs associated with filing, routing and storing paper documents. With MaxxVault, document management is easier than ever. Accounting clerks can access the information they need in a few short keystrokes and customers can get the answers they need within minutes. With the ability to route documents quickly through the payment and collections workflows your team's profitability will soar.

Prepared For: City of Compton

AMERITECH



#10.

AMERITECH

Pricing and Terms

16 Ricoh Aficio MP 4002, 40ppm Your business challenges are constantly changing, so choose the RICOH Aficio MP 4002/MP 5002 digital imaging system to stay ahead of the competition. The services-led platform of the 40 ppm and 50 ppm black-and-white multifunctional devices offers a customizable control panel, access to cloud-based solutions and support for user mobility with secure mobile printing capabilities.

1 Ricoh MP C6502, 65ppm The RICOH MP C6502/MP C8002 color digital MFP uses cutting-edge laser technology to produce fast, exceptional color output in high-volume offices and graphics departments. This innovative MFP offers intuitive end-to-end control to improve workflow for everyday tasks. Take advantage of outstanding image quality, enhanced paper handling and robust finishing by keeping more jobs in house. Transform your MFP into an information portal by connecting to the cloud from your smartphone, tablet or other mobile device and use these systems to print, share and discover the value of customized convenience.

2 Ricoh Aficio MP 9002SP, 90 ppm The RICOH Aficio MP 6002/MP 7502/MP 9002 combines user-friendly customization, access to cloud-based solutions and a sleek, easy-to-use design to streamline an array of everyday tasks efficiently. The services-led platform of the 60 ppm, 75 ppm and 90 ppm black-and-white multifunction devices offers advanced printing, copying, scanning, and distribution capabilities to ensure fast-moving, intuitive workflows that help reduce total cost of ownership.

6 Ricoh Aficio MP 6002SP, 60 ppm The RICOH Aficio MP 6002SP combine user-friendly customization and a sleek, easy-to-use design to streamline an array of everyday tasks efficiently. The services-led platform of the 60 ppm, black-and-white multifunction device offers advanced printing, copying, scanning, and distribution capabilities to ensure fast-moving, intuitive workflows that help reduce total cost of ownership.

1 Ricoh Aficio MP C5502, 55ppm The versatile MP C5502 delivers high-quality, full-color performance to streamline your unique workflow demands. These innovative MFPs leverage advanced capabilities found only in services led platform Ricoh devices to simplify even the most complex printing, copying, scanning, and distribution tasks. With robust security features, impressive finishing capabilities and eco-friendly operation, these MFPs manage heavy workloads with exceptional efficiency.

AMERITECH

Pricing and Terms

1 Ricoh MP CW2200 SP –The RICOH MP CW2200SP combines full-color output with exceptional versatility to meet a wider range of wide format workflow demands. The affordable, full-color low-volume digital imaging system offers print, copy and scan functionality to ensure essential large documents can be captured, saved and shared with incredible ease and simplicity. Present design plans, documents, schematics and more in brilliant colors — exactly the way they were designed.

DocumentMall Document Management System—DocumentMall is Ricoh's Software as a Service (SaaS) document storage and management solution in the "cloud" that gives organizations the ability to store, retrieve, manage and share electronic files and scanned paper documents using the Internet.

Lease Term:	48 months
Monthly Equipment Cost:	\$14,978.00
Maintenance Agreement:	Included
Color Image Allowance:	15,000 (overage @ \$0.063)
Black Image Allowance:	300,000 (overage @ \$0.008)
Average Monthly Cost:	\$14,978.00

Full Service Maintenance Agreement – At Ricoh we value your investment so we include all labor, parts, travel and supplies less paper/staples. We will invoice you with one simplifying your payable requirements.

#10.

Canon Solutions America, Inc.

1/23/2014

REVISED 1/23/2014

City of Compton USD Digital Copier Proposal - OPTION 1

*ALL PRICES AND TERMS OF THIS QUOTE ARE IN ACCORDANCE WITH THOSE
CONTAINED IN THE CALIFORNIA STATE UNIVERSITY AGREEMENT #70818

METER READ COLLECTION VIA IMAGEWARE REMOTE

(OPEN MARKET ITEMS THAT ARE NON-CSU CONTRACT ARE DENOTED IN YELLOW HIGHLIGHT)

		30 DAY PURCHASE PRICE	CSU 48 MTH \$1 BUYOUT	EXTENDED PRICE
16	8031B003	(DIGITAL IMAGING SYSTEM (35 PPM) IMAGERUNNER ADVANCE 4235		
16	4805B002	DADF-AG1		
16	3755B001	CASSETTE FEEDING UNIT-AF1		
16	4808B001	INNER FINISHER-D1		
16	8188B001	PCL PRINTER KIT-AV1 ELAN		
16	8189B003	PS PRINTER KIT-AV1 ELAN		
16	8184B002	SUPER G3 FAX BOARD-AP1		
16	1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D		
		\$ 3,254.00		
		\$ 484.00		
		\$ 573.00		
		\$ 981.00		
		\$ 396.00		
		\$ 340.00		
		\$ 420.00		
		\$ 118.00		
		\$ 6,566.00	\$ 172.03	\$2,752.47
	Maintenance			
B&W	0.009	all impressions		
6	5988B010	(DIGITAL IMAGING SYSTEM 65 PPM) IR ADVANCE 6265 BASE MODEL W/DPX I READER G1 SET		
6	6009B001	STAPLE FINISHER-P1		
6	6001B005	PCL PRINTER KIT-AV1 ELAN		
6	6002B006	PS PRINTER KIT-AV1 ELAN		
6	5992B002	SUPER G3 FAX BOARD-AL1		
6	1972V073	ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-PCS-20D		
		\$ 8,600.00		
		\$ 1,176.00		
		\$ 441.00		
		\$ 617.00		
		\$ 423.00		
		\$ 120.00		
		\$ 11,377.00	\$ 298.08	\$1,788.46
	Maintenance			
B&W	0.009	all impressions		
1	5558B003	(DIGITAL COLOR IMAGING SYSTEM 55 BW/ 51 COLOR) IMAGERUNNER ADVANCE C5255 BASE MODEL		
1	3654B007	CASSETTE FEEDING UNIT-A02		
1	5587B002	STAPLE FINISHER-J1 (INCLUDES BUFFER PASS UNIT G-1) SET		
1	5592B005	PCL PRINTER KIT-AR1		
1	5593B005	PS PRINTER KIT-AR1		
1	5595B001	ADDITIONAL MEMORY TYPE D (512MB)		
1	3675B012	SUPER G3 FAX BOARD-AE2		
1	1972V073	ESP NEXT GEN PCS POWER FILTER (120V/20A) XG-PCS-20D		
		\$ 8,203.00		
		\$ 573.00		
		\$ 1,411.00		
		\$ 397.00		
		\$ 529.00		
		\$ 132.00		
		\$ 423.00		
		\$ 120.00		
		\$ 11,788.00	\$ 308.85	\$308.85
	Maintenance			
B&W	0.0068	all impressions		
Color	0.051	all impressions		
1	5771B011	IMAGERUNNER ADVANCE C9280 PRO SET		
1	3692B002	POD DECK LITE-A1		
1	6793A004	TAB FEEDING ATTACHMENT KIT-B1		
1	5787B002	STAPLE FINISHER-K1		
1	5347B001	IMAGEPASS-A2 CONTROLLER		
1	5595B001	ADDITIONAL MEMORY TYPE D (512MB)		
1	6596A035	SEQUENCE IMPOSE		
1	8002A004	X-RITE EYE ONE SPECTROPHOTOMETER (POS)		
1	1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D		
1	1972V075	ESP NEXT GEN PCS POWER FILTER (208V/15A) XG-PCS-20815D		
		\$ 21,609.00		
		\$ 1,588.00		
		\$ 71.00		
		\$ 2,911.00		
		\$ 3,528.00		
		\$ 132.00		
		\$ 1,420.00		
		\$ 794.00		
		\$ 118.00		
		\$ 154.00		
		\$ 32,325.00	\$ 846.92	\$846.92
	Maintenance			
B&W	0.0068	all impressions		
Color	0.051	all impressions		
1	6119B003	IMAGEPRESS 1125+ SET		
1	2880B002	COLOR IMAGE READER-L1		
1	5764B001	IMAGEPRESS SERVER K100 FOR IP 1100+ SERIES		
1	2826B002	PERFECT BINDER-C1		
1	3245B001	TAB FEEDING ATTACHMENT-E1		
1	5734B002	FINISHER-AK1 FOR IP 1100+ SERIES		
1	5738B002	PUNCHER UNIT-B51		
1	1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D		
1	1338V911	DIGITAL QC 30 AMP SINGLE PHASE SURGE PROTECTOR PT80-120TM		
1	1972V075	ESP NEXT GEN PCS POWER FILTER (208V/15A) XG-PCS-20815D		
1	1509V710	IMAGEPRESS 1110P/1125P/1135P INSTALL PAK		
		\$ 48,898.00		
		\$ 2,547.00		
		\$ 6,468.00		
		\$ 24,336.00		
		\$ 91.00		
		\$ 5,603.00		
		\$ 564.00		
		\$ 118.00		
		\$ 1,633.00		
		\$ 154.00		
		\$ 6,947.00		
		\$ 97,359.00	\$ 2,550.81	\$2,550.81
	Maintenance			
B&W	0.0042	all impressions		
1	8116B028	VP DP MAIN ENGINE SET		
1	6071B009	VARIOPRINT DP LINE 120 BASE LICENSE SET WITH PRINTER OPERATION CARE		
1	8117B018	VARIOPRINT DP EXTERNAL PAPER INPUT MODULE-C1 KIT		
		\$ 23,447.00		
		\$ 5,163.00		
		\$ 5,390.00		

#10.

1	5735B006	VARIOPRINT DP SADDLE FINISHER-AK2	\$	9,621.00			
1	5738B002	PUNCHER UNIT-B51 2/3 hole	\$	509.00			
1	5868B001	DOCBOX-C1	\$	809.00			
1	5870B001	COLOR SCAN TO FILE/E-MAIL-C1	\$	243.00			
1	8117B015	CANON POC KIT-A2	\$	163.00			
1	1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D	\$	118.00			
1	1972V076	ESP NEXT GEN PCS POWER FILTER (208V/20A) XG-PCS-20820D	\$	154.00			
1	2246V635	VARIOPRINT DP INSTALL PACK	\$	1,875.00			
1	2195V020	VARIOPRINT DP OPERATOR TRAINING	\$	1,675.00			
1	2195V021	VARIOPRINT DP IMPLEMENTATION SERVICES	\$	837.00			
			\$	54,004.00	\$	1,414.90	1,414.90
	B&W	Maintenance 0.005					
							all impressions
1		150C Duplo Bookletmaking System Includes: 1 x DSC-10/20 collator, DBM-150 Bookletmaker, DBM-150T Trimmer and LUL-HM Includes: First Year Maintenance from Duplo direct Maintenance: \$4,109.00/per year can be ordered from Duplo direct. {Let us know if you want the full four years included.}	\$	38,798.00	\$	1,016.51	\$1,016.51
1	1285V222	DUPLO DB-280 TABLETOP PERFECT BINDER DB-280	\$	10,173.00			
3	1300V674	ANNUAL MAINTENANCE FOR THE DB-280 TABLETOP PERFECT BINDER DB-280-MAINT	\$	4,815.00			
1	1964V076	DB-280 ADHESIVE GLUE AAG-DB280 GLUE	\$	144.00			
1	1964V077	STAND FOR DB-280 AAO-DB280 STAND	\$	496.00			
			\$	15,628.00	\$	409.45	409.45
		(HP DESIGN JET Z6200 PRINTER 60")					
2	6562B002	IMAGEPROGRAF IPF9400S	\$	9,238.00			
2	1708B231	IPF9400S 1 YEAR ECAREPAK (4 YEARS)	\$	5,536.00			
2	6656B001	CANON INK TANK PFI-306MBK PIGMENT MATTE BLACK	\$	173.00			
2	6657B001	CANON INK TANK PFI-306BK PIGMENT BLACK	\$	173.00			
2	6658B001	CANON INK TANK PFI-306C PIGMENT CYAN	\$	173.00			
2	6659B001	CANON INK TANK PFI-306M PIGMENT MAGENTA	\$	173.00			
2	6660B001	CANON INK TANK PFI-306Y PIGMENT YELLOW	\$	173.00			
2	6661B001	CANON INK TANK PFI-306PC PIGMENT PHOTO CYAN	\$	173.00			
2	6662B001	CANON INK TANK PFI-306PM PIGMENT PHOTO MAGENTA	\$	173.00			
2	6666B001	CANON INK TANK PFI-306GY PIGMENT GRAY	\$	173.00			
2	1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D	\$	118.00			
2	1023V298	WIDE FORMAT PRINTER INSTALL PAK	\$	369.00			
			\$	16,639.00	\$	435.94	871.88
		(WIDE FORMAT COLOR SCANNER)					
1	8777B001	PLOTWAVE 340/360 PRINTER	\$	8,100.00			
1	8779B008	PLOTWAVE 360 PRODUCT LICENSE	\$	2,725.00			
1	8778B009	360 ACCESSORY KIT	\$	700.00			
1	8778B004	PLOTWAVE 300 SERIES 2ND ROLL	\$	550.00			
1	8782B001	SCANNER EXPRESS II	\$	3,400.00			
1	8779B001	ADOBE POSTSCRIPT/PDF	\$	750.00			
1	8356B038	OCE TDS INITIAL SUPPLIES	\$	40.00			
1	2010V163	INSTALL PACK FOR PLOTWAVE 300/340/350/360	\$	1,090.00			
1	1930V003	OCE PLOTWAVE 300 IPAK 6154065IP	\$	1,295.00			
			\$	18,650.00	\$	488.63	488.63
		(WIDE FORMAT DIGITAL IMAGING SYSTEM)					
1	8777B001	PLOTWAVE 340/360 PRINTER	\$	8,100.00			
1	8779B008	PLOTWAVE 360 PRODUCT LICENSE	\$	2,725.00			
1	8778B009	360 ACCESSORY KIT	\$	700.00			
1	8778B004	PLOTWAVE 300 SERIES 2ND ROLL	\$	550.00			
1	8782B001	SCANNER EXPRESS II	\$	3,400.00			
1	8779B001	ADOBE POSTSCRIPT/PDF	\$	750.00			
1	8356B038	OCE TDS INITIAL SUPPLIES	\$	40.00			
1	2010V163	INSTALL PACK FOR PLOTWAVE 300/340/350/360	\$	1,090.00			
1	1930V003	OCE PLOTWAVE 300 IPAK 6154065IP	\$	1,295.00			
			\$	18,650.00	\$	488.63	488.63
		(Scanner)-Additional Request					
1	8074B002	DR-G1100	\$	4,717.00			
1	3982Z830	DR/CR CREDITS- DR-G1100	\$				
1	8262B001	EXCHANGE ROLLER KIT FOR DR-G1100/DR-G1130	\$	112.00			
1	8262B002	SEPARATION PAD FOR DR-G1100/DR-G1130	\$	36.00			
1	6240B002	FLATBED SCANNER UNIT 201	\$	1,095.00			
1	1727V838	CONVENIENCE STAPLER-B1	\$	242.00			
1	1972V064	ESP NEXT GEN PCS POWER FILTER (120V/15A) XG-PCS-15D	\$	170.00			
1	1023V300	IFS- SCANNERS INSTALL PAK	\$	188.00			
			\$	6,560.00	\$	171.87	171.87
		(Uniflow Statistics/ Tracking & Accounting Software)					
1	3575B345	UNIFLOW FOR SMB (MEAP LICENSE)	\$	925.00			
1	3575B348	UNIFLOW FOR SMB - REMOTE PRINT SERVER (DEVICE-BASED EDITION)	\$	1,243.00			
1	3575B040	unifLOW Software Assurance (1 Point)	\$	13.00			
3	3575B042	unifLOW Software Assurance (10 Points)	\$	369.00			
6	2260V182	UNIFLOW FOR SMB IMPLEMENTATION SERVICES BY LOCAL SYSTEMS ANALYST	\$	4,440.00			
		-Pricing Based upon an Authorized Scope of Work. Print Tracking is on a single, existing, print server. and for printing only.	\$	6,990.00	\$	183.14	\$183.14

Additional print servers may be tracked at additional cost.
Software maintenance is covered for two years. Additional maintenance can be purchased at a later date.

(Therefore Document Management Software)					
6986B002	THEREFORE WORKGROUP EDITION BUNDLE	\$	4,663.00		
2478V482	THEREFORE IMPLEMENTATION SERVICES BY LOCAL SYSTEMS ANALYST	\$	4,440.00		
6986B057	THEREFORE SOFTWARE ASSURANCE	\$	972.00		
	-Pricing Based upon an Authorized Scope of Work.	\$	10,075.00	\$	263.97
	Includes one (1) Therefore Workgroup Edition server license, five (5) named user licenses, one (1) capture client, and the two years of Support of Maintenance (Software Assurance)				263.97
	This includes creating 2 categories: one for Accounting and one for HR				

Additional Items :					
	One remaining lease payment (Buy-out)	\$	45,493.82	\$	1,191.92
	Return to Lease Company Cost Estimate (Pass-through)	\$	6,000.00	\$	157.20

TOTAL 48 MONTH CANON FINANCIAL SERVICES (CF5) \$1 BUYOUT LEASE PER MONTH:			\$14,905.62		
			{PLUS APPLICABLE TAX}		
TOTAL PURCHASE:		\$	568,916.79		

#10.

TOSHIBA

Leading Innovation >>>

Executive Summary

Toshiba Business Solutions (TBS) is pleased to have the opportunity to participate in **The City of Compton's Digital Copier Bid**. Our proposal is a well thought-out strategy for delivering the highest quality products, services and solutions to your City.

Toshiba's mission is to deliver outstanding value through innovative document solutions, efficient processes, and exceptional customer service. We have assisted other Government Agencies in reducing costs and internal support burdens of enterprise document output and management. Our customer base spans many vertical markets, including manufacturing, energy, government, banking, healthcare, education, automotive and airline industries, and construction.

Our proposal offers **The City of Compton** a cost-effective vehicle to lease Toshiba products and related services as outlined in the RFP. Our program includes responsive and local service, knowledgeable technical support, online procurement and service requests, effective document management and workflow solutions, fleet management tools, and dedicated account management team.

We have presented a snapshot of our complete program offering in the following paragraphs.

Proposed Models:

Toshiba Business Solutions is proposing like-for-like replacement of your legacy products with Toshiba monochrome e-STUDIO MFDs in response to your technical specifications and user requirements.

Proposed Equipment
Toshiba e-STUDIO456, 6550CT
1355, 656, HP Design Jet Z6200
KIP 2300 Scanner, KIP 7170
Duplo System DSC-10/20-DBM-150

Our offering includes the following:

- Award-winning network ready Toshiba multifunction devices with standard copy, print, scan and fax to meet the needs of your locations.
- Extended maintenance that covers on-site service, labor, travel, replacement parts, toner, and consumable supplies (excluding staples and paper).
- Delivery and installation fees included.
- Centralized Dispatch System for prompt service ticketing, response, and tracking.
- Same-day on-site response for service calls.
- Web-based secure portal for 24/7 asset tracking, reporting, and service/supply requisitioning.
- Automated asset and fleet management, reporting, and dispatching.
- Real-time user notification of problem conditions, consumables levels, and machine status.

- Built-in security features such as department codes, LDAP authentication, hard disk encryption, and disk overwrite.
- Software/firmware updates at no cost.
- Internal parts system and technician car stock to ensure sufficient inventories.
- Toshiba's Total Quality Commitment guarantee of complete customer satisfaction.

Toshiba will provide these dedicated resources to support **The City of Compton** throughout the engagement:

- Account Management Team comprised of experienced managers and support staff.
- Implementation Team for ensuring a seamless transition and deployment of devices.
- Corporate resources in the areas of centralized dispatch, national service, technical support, information systems, product marketing, billing, contract administration, and professional services.

Pricing Assumptions

- *Delivery and Installation fee included in proposed devices.*
- *IMACs available and priced at time of move.*
- *Maintenance (CPP) pricing based on networked devices and installation of Toshiba's remote meter collection software utility.*
- *Pricing excludes insurance, end-of-term removal and flex option.*
- *Net 30 Day payment term.*
- *Pricing is contingent upon credit approval.*

Program Expansion – Managed Print Services

While not covered under the scope of this contract, TBS can offer **The City of Compton** an alternative pricing strategy that encompasses both MFDs and any of your current printer fleet. This pricing model would be a blended cost-per-page rate for all Managed Print Services (MPS) to simplify the administration and overall management of your entire printing fleet. Toshiba is the only major copier manufacturer who has elite partnerships with HP and Lexmark, which allows us to provide our customers with the best-of-breed solutions and the best equipment, support, and service through a single cost-per-copy and contract. This in turn gives our customers many options in both the areas of service and product offerings.

It is our overriding philosophy that guides our company and approach - ***Leading Innovation.***

City of Compton RFP



RECAP:

* MONTHLY
LEASE PAYMENT
48 MONTHS
\$1.00 BUYOUT

MODEL	# of UNITS		
e-STUDIO 456	16		
e-STUDIO6550CT	2		
e-STUDIO1355 w/ Plockmatic	1		
e-STUDIO1355 w/ GBC Punch	1		
e-STUDIO656	6		
BUYOUT	1		
RETURN 33 Ricoh Copiers to Anaheim	1		
HP Design Jet Z6200 Includes 3 year Hardware Service	1		
Wide Format Color Scanner - KIP2300 Includes 4 years Maintenance	1		
Wide Format Digital Imaging System- KIP7170 Includes 4 years Maintenance	1		
Duplo System DSC-10/20-DBM-150 Includes 4 years Maintenance	1		
Fujitsu 6670A Scanner w/ 4years maintenance	1		
EFI XF Production Software w/ 4 years support	1		
Docuware w/ 4 years support	1		
TOTAL	35	\$ 11,596.04 *	

SERVICE RATES:

	CPC	
Cost Per Copy Black & White:		
e-STUDIO456	0.0060	
e-STUDIO 656 and 1355	0.0042	
300,000 B/W Copies Per Month	\$1620.00	
Fiery Controller Per Month	\$128.00	
Cost Per Copy e-STUDIO6550CT	0.0390	Color
15,00 Color Copies Per Month	0.0060	B & W
	\$585.00	

KIP 7170	MONTHLY CHARGE	Excess Per Sq. Ft.
500	\$ 36.85	\$ 0.08590
1,000	\$ 66.66	\$ 0.07850
5,000	\$ 262.90	\$ 0.06250
10,000	\$ 385.00	\$ 0.04660

total cost \$14,314.04

* DOES NOT INCLUDE TAX

Toshiba Business Solutions
Allen Thigpen
Major Account Executive
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Gardena, CA 90248
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#10.

City of Compton - Reprographics Service Response for Pricing

Digital Imaging System (40 cpm) with network scan/print large capacity tray, staple finisher			
Quantity	Configuration	Per Unit	Total
16	bizhub 454E	\$ 82.08	\$ 1,313.28
16	Delivery Charge - Level 2	\$ 2.18	\$ 34.88
16	Basic Network Service - BNS04	\$ -	\$ -
16	PC-410 Large Capacity Cassette	\$ 12.05	\$ 192.80
16	FS-534 50-Sheet Stapling Finisher	\$ 14.65	\$ 234.40
16	FK-511 Fax Kit	\$ 10.40	\$ 166.40
16	Innovolt Power Manager 20Amp	\$ 3.52	\$ 56.32
		Total	\$ 1,998.08

45 Page Per Minute Black and White Digital Imaging System includes Copy, Print, Scan.
Single Pass Duplex Color Scanning speed up to 160 lpm.
Total Paper Capacity 3650 sheets as configured. 50 Sheet Staple Finisher
Includes Network User Authentication and User Tracking/Accounting Software

Digital Imaging System (55 cpm) with network scan/print large capacity tray, staple finisher			
Quantity	Configuration	Per Unit	Total
	bizhub 554E	\$ 128.52	
	Delivery Charge - Level 2	\$ 2.18	
	Basic Network Service - BNS04	\$ -	
	PC-410 Large Capacity Cassette	\$ 12.05	
	FS-534 50-Sheet Stapling Finisher	\$ 14.65	
	FK-511 Fax Kit	\$ 10.40	
	Innovolt Power Manager 20Amp	\$ 3.52	
		Total	\$ -

Digital Imaging System (60 cpm)			
Quantity	Configuration	Per Unit	Total
6	bizhub 654e	\$ 176.96	\$ 1,061.76
6	Delivery Charge - Level 3	\$ 7.27	\$ 43.62
6	Basic Network Service - BNS05	\$ -	\$ -
6	FS-534 50-Sheet Stapling Finisher	\$ 14.65	\$ 87.90
6	FK-511 Fax Kit	\$ 10.40	\$ 62.40
6	Innovolt Power Manager 20Amp	\$ 3.52	\$ 21.12
		Total	\$ 1,276.80

65 Page Per Minute Black and White Digital Imaging System includes Copy, Print, Scan.
Single Pass Duplex Color Scanning speed up to 160 lpm.
Total Paper Capacity 3650 sheets as configured. 50 Sheet Staple Finisher
Includes Network User Authentication and User Tracking/Accounting Software

Digital Color Imaging System, (60 cpm)			
Quantity	Configuration	Per Unit	Total
1	bizhub C654e	\$ 183.12	\$ 183.12
1	Delivery Charge - Level 3	\$ 7.27	\$ 7.27
1	Basic Network Service - BNS05	\$ -	\$ -
1	FS-534 50-Sheet Stapling Finisher	\$ 14.65	\$ 14.65
1	FK-511 Fax Kit	\$ 10.40	\$ 10.40
1	Innovolt Power Manager 20Amp	\$ 3.52	\$ 3.52
		Total	\$ 218.96

65 Page Per Minute Color Digital Imaging System includes Copy, Print, Scan.
Single Pass Duplex Color Scanning speed up to 160 lpm.
Total Paper Capacity 3650 sheets as configured. 50 Sheet Staple Finisher
Includes Network User Authentication and User Tracking/Accounting Software

Digital Color Imaging System, (75 cpm) with Fiery with network scan/print large capacity tray, staple finisher			
Quantity	Configuration	Per Unit	Total
1	bizhub C754e	\$ 215.67	\$ 215.67
1	Delivery Charge - Level 3	\$ 7.27	\$ 7.27
1	Basic Network Service - BNS05	\$ -	\$ -
1	FS-534 50-Sheet Stapling Finisher	\$ 14.65	\$ 14.65
1	FK-511 Fax Kit	\$ 10.40	\$ 10.40
1	IC-414 Fiery Image Controller	\$ 56.88	\$ 56.88
1	5% IC-414 Productivity Package	\$ 67.38	\$ 67.38
1	Innovolt Power Manager 20Amp	\$ 3.52	\$ 3.52
		Total	\$ 375.77

#10.

3/12/2014

 KONICA MINOLTA

879 West 190th Street
Gardena, CA 90248

City of Compton - Reprographics Service Response for Pricing

75 Page Per Minute Color Digital Imaging System includes Copy, Print, Scan. Internal Fiery Image Controller, EFI Productivity Package.
Single Pass Duplex Color Scanning speed up to 160 ipm.
Total Paper Capacity 3650 sheets as configured. 50 Sheet Staple Finisher
Includes Network User Authentication and User Tracking/Accounting Software.

City of Compton - Reprographics Service Response for Pricing

(235 cpm) Digital Copier with network scan/print large capacity tray, staple finisher, 1 with perfect bind finishing			
Quantity	Configuration	Per Unit	Total
1	bizhub PRESS 1250	\$ 367.12	\$ 367.12
1	Basic Professional Services - Level 3	\$ 31.20	\$ 31.20
1	PF-706 Large capacity paper feed unit	\$ 41.10	\$ 41.10
1	FS-532 100 sheet staple finisher	\$ 62.59	\$ 62.59
1	RU-510 Relay Unit	\$ 61.75	\$ 61.75
1	PB-503 Perfect Binder	\$ 299.69	\$ 299.69
1	ESP Diagnostic Power Filter 240V/30A	\$ 17.27	\$ 17.27
		Total	\$ 880.72

See Attached Brochure for specific specification

(135 cpm) Digital Copier with network scan/print large capacity tray, staple finisher, 1 with gbc punch			
Quantity	Configuration	Per Unit	Total
1	bizhub PRESS 1250	\$ 367.12	\$ 367.12
1	Basic Professional Services - Level 3	\$ 31.20	\$ 31.20
1	PF-706 Large capacity paper feed unit	\$ 41.10	\$ 41.10
1	GP-601 GBC Punch Unit (punch dies sold separately)	\$ 110.41	\$ 110.41
1	HS-501 3 Hole Punch Die	\$ 8.56	\$ 8.56
1	FS-532 100 sheet staple finisher	\$ 62.59	\$ 62.59
1	RU-510 Relay Unit	\$ 61.75	\$ 61.75
1	ESP Diagnostic Power Filter 240V/30A	\$ 17.27	\$ 17.27
		Total	\$ 700.00

See Attached Brochure for specific specification

HP DesignJet Z6200 Printer series (60" wide-format with rip/riery			
Quantity	Configuration	Per Unit	Total
1	HP DesignJet Z6200 60in Photo Printer	\$ 428.92	\$ 428.92
1	HP USB 2.0 A-B 6 Foot Printer Cable	\$ 0.52	\$ 0.52
1	HP Jetdirect 640n Print Server	\$ 15.34	\$ 15.34
1	HP DesignJet Z6100/Z6200 60 in Media Bin	\$ 11.18	\$ 11.18
1	HP DesignJet Z6100/Z6200 User Maintenance Kit	\$ 7.88	\$ 7.88
1	Fiery Digital Print Servers FS100/FS100 Pro	\$ 329.55	\$ 329.55
1	19 inch FACI Furniture bundle for IQ-305/305pro/Server	\$ 63.28	\$ 63.28
1	ES-2000 Spectrophotometer	\$ 29.74	\$ 29.74
1	PRINTER OUTPUT XXL (up to 60in printer)	\$ 32.99	\$ 32.99
1	proServer Maint&Support Tier 1 - 4yr	\$ 141.31	\$ 141.31
1	EFI Professional Services Daily Rate	\$ 78.00	\$ 78.00
1	HP Z6200 60in 3 Year Care Pack NBD (HP)	\$ 141.05	\$ 141.05
1	HP DesignJet Network Install & Training	\$ 17.32	\$ 17.32
1	Delivery Charge - Level 1	\$ 15.60	\$ 15.60
		Total	\$ 1,312.69

See Attached Brochure for specific specification

Wide Format Digital Imaging System blue prints; Wide Format Color Scanner for blue prints			
Quantity	Configuration	Per Unit	Total
1	KIP 7170 Multifunction System	\$ 408.46	\$ 408.46
1	KIP 7170 PDF Printing Keycode	\$ 16.72	\$ 16.72
1	INNOVOLT POWER MANAGER 15AMP	\$ 5.59	\$ 5.59
1	KIP 7170 Start-Up Toner For Installation - 2 x 400gram cartridges Required with Order	\$ 6.06	\$ 6.06
1	KIP 7170 Freight	\$ 12.87	\$ 12.87
1	KIP 7170 System Installation (KMBS)	\$ 20.67	\$ 20.67
1	Basic Professional Services - Level 1	\$ 15.60	\$ 15.60
1	36in x50in 20lb Bond (2 rolls/box)	\$ 2.03	\$ 2.03
		Total	\$ 487.99

See Attached Brochure for specific specification

City of Compton - Reprographics Service Response for Pricing

GBC or Duplo System 2000, DC-10/60 collator and DBM-120 booklet maker.			
Quantity	Configuration	Per Unit	Total
1	DUPLO LUL-HM HAND MARRY DELIV UNIT	\$ 71.19	\$ 71.19
1	INSTALL+TRNG FOR DUPLO LUL-HM	\$ 2.16	\$ 2.16
1	ANNUAL SVC FOR DUPLO LUL-HM	\$ 8.66	\$ 8.66
1	DC-10/60 Air Suction Collator A Tower	\$ 335.11	\$ 335.11
1	INSTALL+TRNG FOR DUPLO DC-10/60(A)	\$ 18.64	\$ 18.64
1	ANNUAL SVC FOR DUPLO DC-10/60(A)	\$ 40.74	\$ 40.74
1	DBM-150 Bookletmaker	\$ 228.80	\$ 228.80
1	INSTALL+TRNG FOR DBM-150	\$ 19.68	\$ 19.68
1	ANNUAL SVC FOR DBM-150	\$ 27.82	\$ 27.82
1	DUPLO DBM-150T FACE TRIMMER	\$ 180.28	\$ 180.28
1	INSTALL+TRNG FOR DUPLO DBM-150T	\$ 14.04	\$ 14.04
1	ANNUAL SVC FOR DUPLO DBM-150T	\$ 32.89	\$ 32.89
		Total	\$ 980.02

See Attached Brochure for specific specification

Fujitsu F6670 Document Scanner			
Quantity	Configuration	Per Unit	Total
7640006364	Fujitsu F6670 - Up to 800 dpi, Simplex 90ppm, Duplex 180ppm, 2 inch x 3 inch - 11 inch x 17 inch, ADF and Flatbed	\$ 197.81	\$ 197.81
7640006749	Fujitsu F-6770 First Year ScanCare NBD, In Warr. NBD On-site warranty. Includes warranty extension from 90 day standard warranty to one full year, Kit contents consisting of consumables, F1 cleaner, cleaning paper, cleaning cloth, cleaning swabs.	\$ 38.87	\$ 38.87
7640006752	Fujitsu F-6770 3 Year ScanCare NBD, Warr. NBD On-site warranty. Includes three year warranty, Kit contents consisting of consumables, F1 cleaner, cleaning paper, cleaning cloth, cleaning swabs and instructions. Includes two on-site trainings for PM kit.	\$ 107.90	\$ 107.90
		Total	\$ 344.58

See Attached Brochure for specific specification

Service Contract MFP Fleet and Production Units

Service pricing is based on a Cost Per Image Agreement, Fleet Agreements can be calculated if volume estimates per device are provided. Price includes all parts, labor and toner, paper and staples can be included at an additional cost. Service pricing is set for the term of 48 months.

Service Pricing - Images Per Month	Volume Contracted	Cost
Black and White	300,000	\$ 1,284.00
Color	15,000	\$ 600.00
Total Service Price Per Month		\$ 1,884.00
Black and White Overage Rate	\$ 0.00428	
Color Overage Rate	\$ 0.04000	

Current Lease Buyout Pricing

Buyout & Shipping Cost for Current 33 Ricoh MFP	
48 Month Payment	\$ 2,625.68

Pricing Summary

Total Lease Pricing	\$ 8,575.61
Total Service Pricing	\$ 1,884.00
Total Monthly Payment	\$ 13,085.29

All pricing is based on a 48 month \$1 buyout contract. Taxes are not included. Credit approval is required to execute contract agreement. Lease prices are fixed for the term, contract includes cancellation for non-appropriation of funds. Delivery charges and professional services to connect up to three users per device are included in the pricing. All MFP devices include copy, print, account tracking and scan to e-mail, FTP or desktop. Electrical specifications and network connection are the responsibility of the client.

RFP Notes

Additional analysis is necessary to better define your request for "Tracking/Accounting Software." We have a number of solutions which could meet this description.

Total Package - 25 DocRecord Users

Qty	Item #	Software		Total
1	DR20010KMBSP1	DocRecord Large SMB- DocRecord Server, Automation Server, OCR Server, Workflow Server, 10 Concurrent Users, 5 Concurrent Workflow Users Core Installation & 1 Year Support		\$24,566.00
1	DR-20071	DocRecord Current Licenses (15) - Client License (15 additional concurrent users)		\$6,355.00
1	DR-2007AM	DocRecord Concurrent Licenses (15) Annual Support		\$1,524.00
Professional Services				
40 Hours	7640006794	Prism Project Services - Includes Installation, Customization, Template Creation, End User & IT Training	\$175.00	\$7,000.00
			48 Month \$1 Purchase Option Payment	\$1,025.57

Pricing for Prism Doc Record is based on WSCA/NASPO Cooperative Contract # 1715. Additional needs analysis is required to develop a true Scope of Work and additional software items may be needed to accomplish actual document storage and retrieval needs.

This is a Preliminary quote. An actual quote will require a more in-depth discovery meeting and site survey be completed first.

Instant Access to All Your Documents

We all depend on instant access to data and records in our personal life; our businesses should have the same instant access. With DocRecord, your business can easily have both automatic filing and instant records access.

DocRecord's automated document filing eliminates the time, effort, and errors associated with manual processing of paper. DocRecord is able to automatically file all single or batch scanned documents as well as those arriving from other methods such as email, faxes, third-party applications, and more. Once filed, DocRecord provides your employees with instant access to these records from either their desktop or any browser-enabled device. This means they can search for records from any place and at any time that's required.

Instant access means lower costs and greater efficiencies...

Significantly & Quickly Improve Document Processing

Many documents, such as those in accounting, must be processed after they've been received and prior to filing them. DocRecord can automate and significantly improve these document processes by routing them to others, extracting key data for presentment and processing, allow for annotation and comment, provide notifications to others, and file.

Key data - such as a customer name, number, invoice amount, and date - can be automatically extracted from a document and presented to a user for verification. Once verified the extracted data can be automatically sent to another line-of-business applications, such as accounting or ERP, and the document can be automatically filed into DocRecord for future reference.

A significantly improved method for processing documents means lower costs and greater efficiencies...

Easily Automate Complex and Manual Document Workflows

Often, documents have complex and manual workflows that require multiple copy distribution, multiple approvals, reviews and comments, processing, and then filing once completed. Different than usual straight-forward document processing, the complexity of these workflows varies greatly by organization.

DocRecord anticipates these complexities and provides an intuitive electronic method of creating easy-to-use workflows that are effective and greatly reduce time and efforts. DocRecord provides you with the status of documents and where it is within its workflow process. Automated document workflows that eliminate manual processing means lower costs and greater efficiencies...

Operating System and Hardware Requirements**** DocRecord Requires Microsoft SQL Server purchased separately from Microsoft ******1. DocRecord Operating Systems Platforms Supported**

Microsoft Windows Server 2005 (Standard Edition and Higher)
Microsoft Windows Server 2005 R2 (Standard Edition and Higher)
Microsoft Windows Server 2008 (Standard Edition and Higher)
Microsoft Windows Server 2008 R2 (Standard Edition and Higher)
Microsoft Windows XP (Professional Edition)
Microsoft Windows Vista (Business Edition and Higher)
Microsoft Windows 7 (Professional Edition and Higher)

* * Specific Computer Manufacturer versions or core modifications to the operating systems are not supported. Operating Systems must be 100% Microsoft standard

2. DocRecord Hardware Server Platform Requirements (DocRecord Server and DocRecord Automation Server)

100% IBM Compatible Computer
Intel Pentium IV, 2GHz or greater (Recommendation: Raided "workstation" configuration vs. PC)
1 GB of system RAM or greater (Recommendation: 2 GB or greater)
100 MB of free hard disk space on the primary "C:" partition (for program files)
200 MB of free hard disk space on the primary "C:" partition (depending on storage options, more space may be required)
256 Color or greater VGA display
Standard Keyboard and Mouse
12x CD-ROM or greater

DocRecord installation requires at least 1 server with the configuration listed above. See "Important Considerations" note below for additional hardware recommendations

3. Important Considerations for Automated Server

In heavy Scanning / OCR environments - it is recommended that the DocRecord Ad



City of Compton

REPROGRAPHICS SERVICES

A Division of City Clerks

(310) 761-1440

Email: jphillips@comptoncity.org

JOHN PHILLIPS
Manager

January 07, 2014

City of Compton Digital Copier Proposal

TOTAL CORPORATE SOLUTIONS

RICHARD GOMEZ

CHIEF EXECUTIVE OFFICER

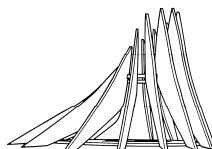
The City of Compton is requesting a proposal based on the equipment listed below. Please submit your proposal Wednesday January 15, 2014 by 5:00 p.m.

Qty.	Item Model Description
15	Digital Imaging System (40 cpm) with network scan/print large capacity tray, staple finisher
1	Digital Color Imaging System, (75 cpm) with Fiery with network scan/print large capacity tray, staple finisher
2	(135 cpm) Digital Copier with network scan/print large capacity tray, staple finisher, 1 with a perfect bind finishing and 1 with gbc punch
1	HP Design jet Z6200 Printer series (60) wide-format with rip/fiery
1	HP Design jet Z6200 Printer series (60) wide-format
1	Wide Format Color Scanner
1	Wide Format Digital Imaging System
6	Digital Imaging System (60 cpm)
1	Digital Color Imaging System, (60 cpm)
1	Duplo System 2000 DC-10/60 collator and DBM -120 booklet maker.
1	Records Management Solution
Total 31	

All systems configured as network printers and scanners, faxing
(Scan software include) Tracking/Accounting Software
Monthly Lease Payment (48 months) \$1.00 Buy out of Lease
Cost per copy includes a total of 300,000 impressions per month. Impressions include 300,000 B/W and 15,000 Color
Includes all service, part and supplies (except staples & paper)
Price includes the return and remaining (2) payments totaling \$76,337.88 for all the Ricoh systems, also include the shipping of old equipment back to the leasing company in Anaheim.

Please do not hesitate to call me if you have any questions

John Phillips
Reprographic Services Manager
City of Compton
(310) 761-1440
jphillips@comptoncity.org



COMPTON CITY HALL
205 South Willowbrook Avenue Compton, California 90220

#10.

DEPARTMENTS LOCATION

1. CITY ATTORNEY - (60 cpm)
2. CITY CLERK - (60 cpm)
3. CITY CONTROLLER - (60 cpm)
4. CITY MANAGER -(60 cpm)
5. CITY MANAGER (COLOR)
6. CAREERLINK - (40 cpm)
7. CAREERLINK (MAIN OFFICE) - (40 cpm)
8. BUILDING & SAFETY - (40 cpm)
9. FIRE STATION (1) - (60 cpm)
10. FIRE STATION (3) - (40 cpm)
11. GENERAL SERVICES -(40 cpm)
12. HUMAN RESOURCES - (40 cpm)
13. PLANNING & ECONOMIC DEVELOPMENT - (40 cpm)
14. CODE ENFORCEMENT -(40 cpm)
15. RECREATION (Administration / Park Maint.) - (40 cpm)
16. RECREATION (Senior Services Center) - (40 cpm)
17. PUBLIC WORKS - (40 cpm)
18. PUBLIC WORKS (CITY YARD) - (40 cpm)
19. LOCAL HOUSING - (60 cpm)
20. WATER DEPT. - (40 cpm)
21. TREASURER DEPT. - (40 cpm)
22. REPRO. DEPT / COLOR- (75 cpm)
23. REPRO. DEPT -(135 cpm)
24. REPRO. DEPT (135 cpm)
25. REPRO. DEPT - (60) HP PLOTTER
26. REPRO. DEPT - Wide Format Digital Imaging System
27. REPRO. DEPT - Wide Format Color Scanner Digital Imaging System
28. CRA Successor Agency -(40 cpm)

Agreement No. _____

EQUIPMENT DESCRIPTION		
Equipment MFG Model & Description ☐ See attached schedule for additional Equipment / Accessories	Serial Number 	Accessories
Billing Address: _____ Equipment Location: _____		
SUPPLIER	TRANSACTION TERMS	
Total Corporate Solutions, Inc. 20335 S. Western Ave. Torrance, CA 90501	Term: _____ (months) Minimum Monthly Payment: \$ _____ (plus applicable taxes) Excess Per Image Billing Preference (monthly if not checked) ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually Document Fee: \$75.00 (included on first invoice) Supplier Fuel/Freight Fee: \$ _____ per month (Not to exceed \$75.00 per month) The following additional payments are due on the date this Agreement is signed by you: Advance Payment: \$ _____ (plus applicable taxes) Applied to: ☐ First ☐ Last	
Image Type	Minimum Number of Images	Excess Per Image Charge

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF OWNER AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS AGREEMENT. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS AGREEMENT AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF CUSTOMER. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS AGREEMENT AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER AGREEMENT TERM FOR ACCOUNTING PURPOSES. EXCEPT TO THE EXTENT PROVIDED IN SECTION 2, YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS AGREEMENT SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN THE STATE OF CUSTOMER'S PRINCIPAL PLACE OF BUSINESS AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS. YOU HEREBY IRREVOCABLY SUBMIT GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT SO ELECTED BY THE OWNER OR ITS ASSIGNEE IN RELATION TO SUCH MATTERS. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS AGREEMENT AND AGREE TO THE TERMS OF PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

TERMS AND CONDITIONS

1. **COMMENCEMENT OF AGREEMENT.** Commencement of this Agreement and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Agreement. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. The Equipment is accepted by you under this Agreement unless you notify us within three (3) days of delivery that you do not accept the Equipment and specify the defect or malfunction. In that event, we will replace the defective item of Equipment or cancel this Agreement and you will assume all our rights under any purchase order or agreement entered into by us to buy the Equipment. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Agreement you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this Agreement.
2. **IMAGE CHARGES.** Each month during the Term of this Agreement, you agree to remit to us the Minimum Monthly Payment ("Minimum Payment") and all other sums when due and payable at the address we provide to you from time to time. In return for the Minimum Payment, you are entitled to produce the Minimum Number of Images for each applicable Image Type each month. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Agreement and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Minimum Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. You also agree to pay us the applicable Excess Per Image Charge (plus applicable taxes) for each metered image that exceeds the applicable Minimum Number of Images. We may estimate the number of images produced if you do not provide us with meter readings within seven (7) days of request. We will adjust the estimated charge for excess images upon receipt of actual meter readings. Notwithstanding any adjustments, you will never pay us less than the Minimum Payment. You agree that after the first twelve (12) months of the Term (or any extension or renewal) of this Agreement, and at the end of each following twelve (12) month period thereafter, the Minimum Payments and Excess Per Image Charges may be increased by an amount equal to the lesser of: (a) up to 15% of the Minimum Payments and Excess Per Image Charges in effect at the end of the prior twelve (12) month period; or (b) the maximum percentage permitted by applicable law. At our option, you will: (a) provide us by telephone or facsimile the actual meter readings when requested by us; (b) provide us (or our agent) access to the Equipment to obtain meter readings; or (c) allow us (or our agent) to attach an automatic meter reading device to the Equipment. We may audit any automatic meter reading device periodically. Minimum Payments are due whether or not you receive an invoice. If you have a dispute with the Supplier regarding the Equipment or any service, repair or maintenance of the Equipment (including without limitation, any Equipment designated "Service Only"), you shall continue to pay us all Minimum Payments and Excess Per Image Charges without deduction or withholding of any amounts. You authorize us to adjust the Minimum Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier.
- NON-APPROPRIATION OF FUNDS.** You intend to remit to us all Minimum Payments and other payments for the full Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to pay Minimum Payments and other payments due and to become due under this Agreement, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 11 of this Agreement and terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Minimum Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that: (a) funds have not been appropriated for the fiscal period; (b) such non-appropriation did not result from any act or failure to act by you; and (c) you have exhausted all funds legally available to pay Minimum Payments. If you terminate this Agreement because of a non-appropriation of funds, you may not purchase, lease or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment provided, however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Agreement. This Section 2 shall not permit you to terminate this Agreement in order to acquire any other Equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.
3. **OTHER CHARGES.** You agree to: (a) pay all assessments, taxes and charges governmentally imposed upon Owner's purchase, ownership, possession, leasing, renting, operation, control or use and pay all premiums and other costs of insuring the Equipment; (b) reimburse us for all costs and expenses incurred in enforcing this Agreement; and (c) pay all other costs and expenses for which you are obligated under this Agreement. NOTWITHSTANDING THE FACT THAT YOU MAY BE EXEMPT FROM THE PAYMENT OF PERSONAL PROPERTY TAXES, you acknowledge that as the owner of the Equipment, we may be required to pay property taxes, and you agree, at our discretion, to either: (1) reimburse

Continued on page 2

OWNER ("We", "Us")	CUSTOMER ("You")
Total Corporate Solutions, Inc. By: X _____ Name: _____ Title: _____ Date: _____	_____ (Customer Full Legal Name) By: X _____ Name: _____ Title: _____ Date: _____ Federal Tax ID: _____

#10. party and other similar taxes and governmental charges associated with the ownership, possession or use of the Equipment when billed by the jurisdictions; or (2) remit to us each month our estimate of the pro-rated taxes and governmental charges. In the event that the Billing Period sums includes a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Equipment during the Term. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a "Tax Administrative Fee" equal to \$12 per unit of Equipment per year during the Term, not to exceed the maximum permitted by applicable law. The Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year of the Term to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we deem appropriate. We may take on your behalf any action required under this Agreement which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law). You agree to pay a monthly Fuel/Freight Fee, specified on page 1 of this Agreement, which will be remitted by us to the Supplier.

4. **LATE CHARGES.** For any payment which is not received within three (3) days of its due date, you agree to pay a late charge not to exceed the higher of 10% of the amount due or \$35 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

5. **MAINTENANCE AND SERVICE; OWNERSHIP AND USE.** The Supplier identified on page 1 of this Agreement ("Supplier") has agreed to provide **FULL SERVICE MAINTENANCE DURING NORMAL BUSINESS HOURS, INCLUDING ALL TONER, DEVELOPER AND PARTS NECESSARY TO PRODUCE IMAGES. YOU MUST PURCHASE COPIER PAPER AND STAPLES SEPARATELY.** You acknowledge that: (a) the Supplier is solely responsible for all service maintenance of the Equipment set forth herein; (b) in the event that we assign this Agreement, our assignee (1) shall not be responsible for any service, repair or maintenance of the Equipment; and (2) will bill (on a pass through basis) on behalf of Supplier any applicable Excess Per Image Charges and the portion of the Minimum Payment attributable to service maintenance of the Equipment, whether "Service Only" or not; and (c) no assignee of us shall be a party to any service maintenance agreement. You agree to pay for service maintenance outside of the Supplier's normal business hours for service required by your negligence or misuse of the Equipment at Supplier's customary rates. We reserve a security interest in the Equipment to secure all of your obligations under this Agreement. We own the Equipment and you have the right to use the Equipment under the terms of this Agreement. If this Agreement is deemed to be a secured transaction, you grant us a first priority security interest in the Equipment to secure all of your obligations under this Agreement. We hereby assign to you all our rights under any manufacturer and/or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on page 1 of this Agreement without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty and specifications; and (d) give us reasonable access to inspect the Equipment and its maintenance and other records. If any Equipment is designated "Service Only", you acknowledge and agree that: (1) we do not own such Equipment; (2) we are not providing such Equipment to you pursuant to the terms of this Agreement; (3) Supplier has agreed to provide full service maintenance of such Equipment pursuant to the terms outlined above; (4) the portion of the Minimum Payment which relates to such Equipment includes only the full service maintenance of such Equipment and not the use or rental of the Equipment; and (5) such "Service Only" Equipment may be added to or deleted from this Agreement by written notice from Supplier to us; provided that such addition or deletion does not modify the Minimum Payment or any other terms of this Agreement.

6. **INDEMNITY.** You are responsible for all losses, damages, claims, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Agreement for acts or omissions which occurred during the Term of this Agreement. You also agree that this Agreement has been entered into on the assumption that we are the owner of the Equipment for U.S. federal income tax purposes and will be entitled to certain U.S. federal income tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from the failure of any assumptions in this Agreement to be correct or caused by your acts or omissions inconsistent with such assumption or this Agreement. In the event of any such loss, we may increase the Minimum Payments and other amounts due to offset any such adverse effect.

7. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Minimum Payments, Excess Per Image Charges and other charges; (ii) the present value of all remaining Minimum Payments and other charges for the effected item(s) of Equipment, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the effected item(s) of Equipment. We will then transfer to you all our right, title and interest in the effected item(s) of Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Agreement, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us. No such loss or damage shall relieve you of your payment obligations hereunder.

8. **INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. If you do not provide acceptable insurance, we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Agreement Term and any renewals. Any insurance we obtain will not insure you against third party or liability claims and may not be cancelled at any time. In the event that we elect to obtain such insurance, you will be required to pay us an additional amount each Billing Period for the cost of such insurance and an administrative fee, the cost of which insurance and administrative fee may be more than the cost to obtain your own insurance and on which we may make a profit.

9. **DEFAULT.** You will be in default under this Agreement if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Agreement; (b) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (c) any representation made by you is false or misleading in any material respect; (d) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors; or (e) you default under any other agreement with us our assignees.

10. **REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Minimum Payments, Excess Per Image Charges and other charges; (ii) the present value of all remaining Minimum Payments, Excess Per Image Charges and other charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 11, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; and (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. **END OF TERM OPTIONS; RETURN OF EQUIPMENT.** If you are not in default, at least 30 days prior to the end of the Term (or the Renewal Term) you shall give us written notice of your intention at the end of the Term (or the Renewal Term) which election cannot be revoked, to return all, but not less than all, of the Equipment. IF YOU FAIL TO PROVIDE US WITH SUCH 30 DAY PRIOR WRITTEN NOTICE, OR HAVING NOTIFIED US, YOU FAIL TO RETURN THE EQUIPMENT, THE TERM OF THIS AGREEMENT SHALL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS (THE "RENEWAL TERM") and all of the provisions of this Agreement shall continue to apply, including, without limitation, your obligations to remit Minimum Payments, Excess Per Image Charges and other charges, until all of the Equipment is returned to us (either because we demand return of the Equipment or you decide to return the Equipment). If you are in default, (or a non-appropriation of funds occurs) or at the end of the Term (or the Renewal Term), you shall: (1) return all of the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good order and condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications; and (2) securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with applicable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Agreement or for damages incurred in shipping and handling.

12. **ASSIGNMENT.** You may not assign or dispose of any rights or obligations under this Agreement or sublease the Equipment without our prior written consent. We may, without notifying you: (a) assign all or any portion of this Agreement or our interest in the Equipment; and (b) release information we have about you and this Agreement to the manufacturer, Supplier or any prospective investor, participant or purchaser of this Agreement. If we do make an assignment under subsection 12(a) above, our assignee will have all of our rights under this Agreement, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

13. **MISCELLANEOUS.** Notices must be in writing and will be deemed given five (5) days after mailing to your (or our) business address. You represent that: (a) you are the entity indicated in this Agreement; (b) any documents required to be delivered in connection with this Agreement (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with this Agreement and the debt under applicable state law; (g) your obligations to remit Minimum Payments under this Agreement constitutes a current expense and not a debt under applicable state law; (h) this Agreement is binding on you and your successors and assigns; and (i) all financial information you have provided is true and a reasonable representation of your financial condition. This Agreement: (i) constitutes the entire agreement of the parties with respect to the subject matter thereof; (ii) supersedes all other writings, communications, understandings, agreements, purchase orders, solicitation documents (including, without limitation, any request for proposal and responses thereto and other related documents (together, the "Bid Documents")) and representations, express or implied ("Prior Understandings"), and may not be contradicted or amended by Prior Understandings; and (iii) may be amended or modified only by written documents duly authorized, executed and delivered by the parties. . This Agreement is binding on you and your successors and assigns. You authorize us, our agent or our assignee to: (a) obtain credit reports and make credit inquiries; (b) furnish your information, including credit application, payment history and account information, to credit reporting agencies and our assignees, potential purchasers or investors, and parties having an economic interest in this Agreement or the Equipment, including, without limitation, the seller, Supplier or any manufacturer of the Equipment; and (c) you irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise, Uniform Commercial Code ("UCC") financing statements and any amendments thereto or continuation thereof relating to the Equipment, and containing any other information required by the applicable UCC. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Agreement to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Agreement, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Agreement, you agree to pay a fee for such privilege. **THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UCC. YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC. YOU FURTHER HEREBY ACKNOWLEDGE AND AGREE THAT WE AND/OR THE SUPPLIER MAY MAKE A PROFIT ON ANY AND ALL FEES REFERENCED HEREIN AND, IN SO DOING WAIVE ANY AND ALL CLAIM WHICH YOU MAY HAVE FOR UNJUST ENRICHMENT.** We may receive compensation from the manufacturer and/or Supplier of the Equipment in order to enable us to reduce the cost of this Agreement below what we otherwise would charge. If we received such compensation, the reduction in the cost of this Agreement is reflected in the Minimum Payment.

14. **ELECTRONIC TRANSMISSION OF DOCUMENTATION.** This Agreement may be executed in counterparts. The executed counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to this Agreement; and (ii) any determination as to which version of this Agreement constitutes the single true original item of chattel paper under the UCC. If you sign and transmit this Agreement to us by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. You agree that the facsimile or other electronic transmission of this Agreement manually signed by us, when attached to the facsimile or other electronic copy signed by you, shall constitute the original agreement for all purposes. The parties further agree that, for purposes of executing this Agreement, and subject to our prior approval and at our sole discretion: (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document; (b) the signature of any party on such document shall be considered as an original signature; (c) the document transmitted shall have the same effect as a counterpart thereof containing original signatures; and (d) at our request, you, who executed this Agreement and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Agreement containing your original manual signature to us. No party may raise as a defense to the enforcement of this Agreement that a facsimile or other electronic transmission was used to transmit any signature of a party to this Agreement.

Solution Provided For:
City of Compton



Prepared
by: James Wilks
VP of Sales

Richard Gomez
CEO
– Imaging
Division

January 16,
2014

Total Corporate
Solutions Inc., 19500
Normandie Ave.
Torrance CA 90502

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Executive Summary

In reference to your "Request for Price" Total Corporate Solutions is pleased to present this proposal to The City of Compton for a World-class workflow and Multi-Function and Document Management Product solution. TCS is California's number one and most respected consulting firm specializing in workflow optimization. We are specifically positioned to help companies understand asset deployment, usage patterns and understanding exact cost breakdown. This will result in a tangible process that meets your corporate objectives and initiatives.

Our proposal is based off your request for proposal and Total Corporate Solutions discussions with key personnel. From these conversations we have been able to develop a proposed solution that addresses your hardware and service support requirements.

Deploying our proposed Sharp Systems will create immediate improvements in productivity, as well as implementing the TCS Account Management Process, ensuring maximum uptime and end user satisfaction. For the great majority of organizations, the benefits derived from implementing Sharp Technology will be some combination of the following:

- Improved MFP reliability
- Improved Partner Accountability
- Technology that can advance and grow as your Organization changes
- Improved document security/integrity
- Improved document workflow for storage and retrieval

For the TCS installation to achieve its full potential, a mutually committed business partnership must exist. Total Corporate Solutions is committed to building a long-term business relationship with The City of Compton. We believe that, after you have read this proposal, you will agree that Total Corporate Solutions will be excellent business partners for this project, and other document based projects that The City of Compton may wish to deploy.

Sincerely,



Richard Gomez | IMAGING DIVISION

19500 Normandie Ave. Torrance, CA 90502

Direct: **310-436-8601** | Office: 310.436.8600 | Fax: 310.436.1594



Why Us?

Locally Owned & Operated

TCS is locally owned & operated. Being locally owned & operated puts more emphasis on Local accountability. Our resources afford us the ability to provide scale able solutions while making local decisions that impact our customers.

Proven Processes

Our Total Assessment measures specific corporate objectives and includes a process to address these objectives while Co-Authoring solutions with our clients. Our ability to provide "Total Corporate Solutions" is one area that makes TCS a unique business partner.

A Few Notable Clients

Here is a snapshot of organizations currently benefitting from our Service:

**Impresa Aerospace****AltaMed****Beats ByDr.Dre****HERBALIFE**

Dedicated Support Team

Imaging Division - Senior Management



Richard Gomez
CEO

RGomez@teamtcs.com
310-436-8601



James Wilks
Vice President
of Sales

JWilks@teamtcs.com
310-436-8631

Account Management & Your Service Personnel



**Richie
Dimalanta**
Workflow
Specialist

Rdimalanta@teamtcs.com
310-436-8600



Willie Louis
Technical
Engineer

Wlouis@teamtcs.com
310-436-8600



David Keller
Technical
Engineer

Dkeller@teamtcs.com
310-436-8600

Administrative Team



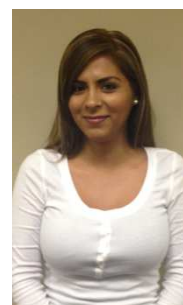
Chris Ruiz
Accountant

Cruiz@teamtcs.com
310-436-8600



**Bryttany
Bischof**
Office
Administrator

Bbischof@teamtcs.com
310-436-8600



Joanna Guzman
Office
Administrator

Jguzman@teamtcs.com
310-436-8600

Assessment Process

TCS - Total Assessment is a revolutionary assessment methodology. It is a multi-source approach that delivers a comprehensive snapshot, providing clear visibility into the core areas of your business. Our Total Assessment includes an integrated reporting tool that delivers actionable guidelines for complete alignment of all technology and business processes.

We start by understanding company culture, strategic direction and corporate objectives. We Identify these with an analysis into the core areas required to achieve true optimization. We Measure each one of these to ensure they align with the overall company culture. We do a physical walk through that helps us create a snap shot of the current environment providing you with a complete visual of your operation. We Analyze by capturing situation data for all technology and assets using a non-invasive collection tool that captures data from both networked and non-networked assets. We create blueprints on how information flows and we identify any bottlenecks or inefficiencies to Improve the existing infrastructure. As a result, we Co-author solutions that sustain business processes and support these initiatives through on-going evaluations.

Data Acquisition

- Locate Devices
 - Locate all devices with a walk through and mark on floor plans
 - Take manual meter reads on all devices
 - Scan all network devices with Data Collection Agent
- Review needs and challenges with users where possible
- Gather all cost information – recent invoices for toner, maintenance kits, Service calls
 - Agree on what estimate defaults to be used
 - Identify any equipment repairs that need to be made
- Workflow Assessment
 - Conduct user interviews
- Take second meter readings

Device and Workflow Optimization

- Analyze optimized environment
 - User workflow needs
 - Optimum cost/efficiency ratio
 - Support sustainability effort

Financial Analysis

- Compile and analyze all information
- Validate key information and current costs

Opportunities and Recommendations

- Present _____ team with results of assessment, cost savings opportunities, workflow improvements and recommended implementation

Implementation

- Propose implementation schedule

Customized Program Components

The City of Compton will receive the following:

- **Simplified Billing**— one vendor / one invoice for print environment
- **Fleet Monitoring**— real-time data collection and analysis to optimize print environment
- **Proactive Supplies Fulfillment**— automated ordering by device usage patterns
- **Professional Service**— proactive and reactive onsite service with loaner equipment options
- **Satisfaction Guarantee**— all consumables include a full replacement guarantee
- **Recycling Program**— simply pack and we'll pick up your used print cartridges
- **Ongoing Print / Account Management**— continuous reviews of your print environment to ensure your strategy is providing maximum cost visibility, cost predictability, productivity and positive user experience
- **Executive Reporting**— Monthly updates and Quarterly reviews to ensure the success of the program:
 - Fleet overview of output devices
 - Supplies usage visibly
 - Power consumption reporting – by fleet and device
 - Usage reports – volume of color and black/white by device
 - Executive device summary
 - Recommendations / Opportunities

Solution Overview / Project Goals and Objectives

Current Situation

- Currently outsourcing hard copy documentation to be digitized
- Outdated technology based on Compton's print/scan requirements
- Service Warranty ends next June
- Current printer fleet has unknown and unpredictable per page cost's
- Unmanageable documents for storage and retrieval requirements.

Proposed Solution Benefits with TCS

Below is an outline of the objectives and overview of work to be accomplished.

- Maxx Vault Document Management allowing the City to digitize internally.
- New state of the art technology.
- We proactively monitor your supplies levels & automatically send out replacement consumables. No more ad hoc purchasing from personnel
- New Sharp technology providing an output efficiency increase of 23%
- New Sharp technology providing a scanning efficiency increase of 36%
- Fully customizable touch screen allows for seamless workflow integration
- Reduce Man-hours and increase profitability with document retrieval process
- Quarterly Account Reviews that discuss the equipment performance and uptime percentages
- MPS Program providing fixed predicable cost for printer fleet
- Predictable Monthly / Annual Expense
- Improved Productivity

A business partner that has great expertise in other areas of Corporate Services

Solution Pricing and Terms

(16) New Sharp MX-C402SC's, 40 PPM Color Workgroup Document Systems includes 8.5" W-VGA Color Touch Panel, 1 GHz multitasking controller, 80 GB hard drive with document filing system, retractable QWERTY keyboard, PCL® 5c / PCL 6 / PostScript® 3 network printing, Scan² single-pass dual-sided color scanning, network scanning, 100-sheet double-sided single-pass feeder, auto duplexing, Four 500-sheet paper drawers, 100-sheet bypass tray and Stapling Finisher.

(1) New Sharp MX-7040N, 70 PPM B&W / Color - High Speed Color Document System includes, 10.1 W-VGA Color Touch Panel, multi-processor controller, 150-sheet DSPF, 3000-sheet paper Capacity, (2000-sheet tandem tray/two 500-sheet trays), 1 x 5,000 sheet LCT, 1 TB hard disk drive with document filing system, PCL6/Adobe® 3™, network printing, scanning, web browser, retractable keyboard and 4,000 sheet finisher with 100 sheet staple capacity.

(1) New Sharp MX-M1054N, 105 PPM High Speed Monochrome Document System includes, 10.1 W-VGA Color Touch Panel, 250-sheet DSPF, 3,000-sheet paper capacity (one 2,000-sheet tandem tray/two 500-sheet trays), 1 x 5,000 sheet LCT, 1TB hard disk drive, PCL6/Adobe® PostScript® 3™ network printing, color network scanning, integrated web browser, retractable keyboard, standard 4,000 sheet finisher with 100 sheet staple capacity.

(1) Duplo DSC 10/20 Booklet System creates up to 120 page saddle-stitch booklets.

(6) New Sharp MX-M623's, 62 PPM Monochrome Workgroup Document System's includes, 8.5" Color Display, Standard Copying, PCL®6 Network Printing, Network Color Scanning, Document Filing System, 150-sheet DSPF, Auto Duplex, 2000-sheet Tandem Paper Drawer (letter), 2 x 500-sheet Paper Drawers, 100-sheet Bypass Tray, 80 GB Hard Drive and Stapling Finisher.

(1) New Sharp MX-M5141, 51 PPM B&W / 51 PPM Full-Color Workgroup Document System includes, 10.1 W-VGA Color Touch Panel, wireless LAN, web browser, retractable keyboard, multitasking controller, Sharp OSA® technology - Application Communication and External Accounting modules, 320 GB hard drive with document filing system, PCL®6 and Adobe® PostScript® 3™ printing systems, network printing, network scanning with Compact PDF feature, 150-sheet duplexing single-pass feeder, auto duplexing, two 500-sheet paper drawers, 100-sheet bypass tray and Stapling Finisher.

(1) New document Scanner Fujitsu/Minolta Brand FI 6670 or Minolta 7667

Total Corporate Solutions
19500 Normandie Ave. Torrance, CA 90502
James Wilks / Richard Gomez

www.TotalCorporateSolutions.com



Expect the Best

Solution Pricing and Terms Continued

(1) Ricoh PRO906EX, High Speed Monochrome Document System includes, 150-sheet DSPF, 3,000-sheet paper capacity (one 2,000-sheet tandem tray/two 500-sheet trays), network printing, color network scanning, integrated web browser, Stapling finisher.

(1) New HP Z6200 – 60" Includes paper spindles, printer heads, printer stand, software: HP utility for Mac and Windows.

(1) New Kip 7170 Multifunctional System for Blueprints

MaxxVault Document Management System

Helps organize, secure and manage documents. The ability to access the correct and current version of a document or record is important, but companies must go further to meet enterprise content management (ECM) needs. "Content" must be managed so that it is used to achieve business goals. Central to this strategy are the tools and technologies of ECM, which manage the complete lifecycle of content, information and documentation

Term:	48 months	
Monthly Lease Cost:	\$13,780.00	
Service/Supplies:	Included (with the exception of wide format printers)	
Black Image Allowance:	300,000	(overage @\$0.0079)
Color Image Allowance:	15,000	(overage @ \$0.06)
Total Average Monthly Cost:	\$13,780.00	

Customer Care Program Includes all labor, parts, travel and supplies less paper/staples. Simplified line item invoicing with total TCS accountability and our Total Account Management allows you to focus on your core business.

*Includes delivery, training and network installation. Plus, we include a print monitoring system that automatically captures volume.

Total Corporate Solutions
19500 Normandie Ave. Torrance, CA 90502
James Wilks / Richard Gomez

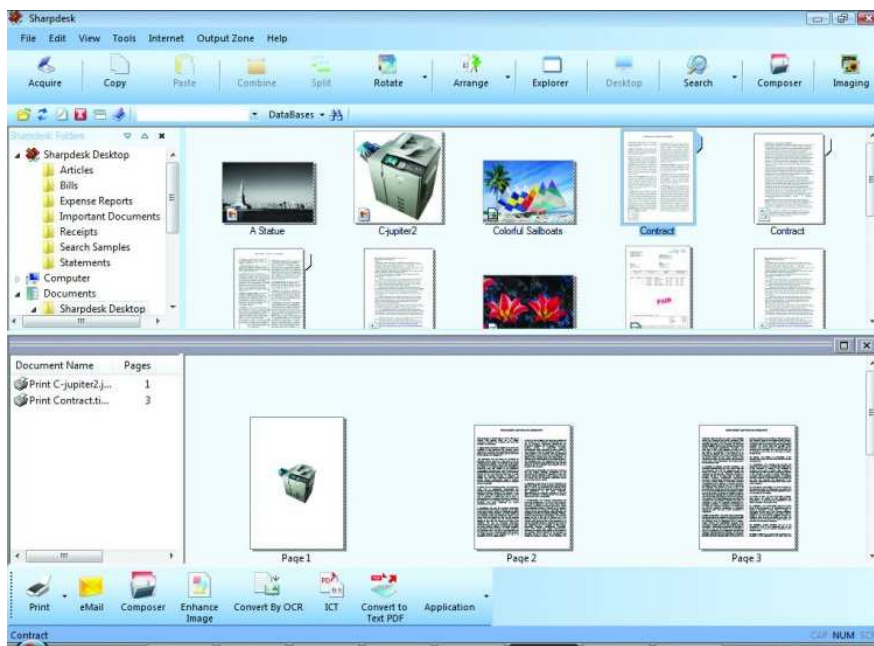
www.TotalCorporateSolutions.com



ExpecttheBest

Additional Features/Inclusions

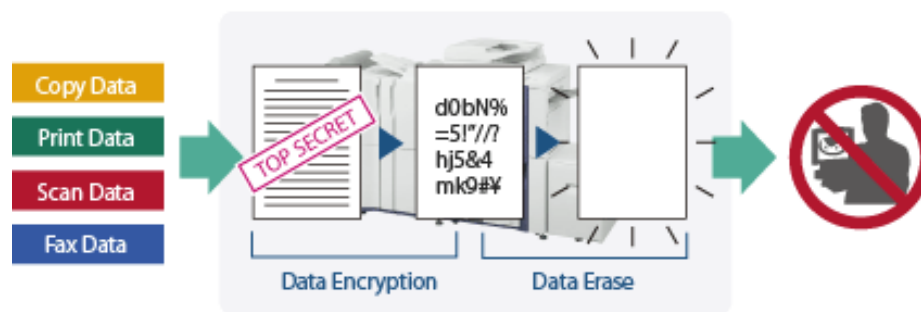
Sharp Desk Software



Need to OCR documents, just use Sharp Desk. Need to compile multiple document types, just use Sharp Desk!

Data-Security Kit

Data Encryption and Erase



The data generated for each job is automatically encrypted and erased once that job is finished

Benefits:

- Sensitive data does not remain on the print/copy device
- Helps companies conform to Data Privacy legislation
- Helps reduce your exposure to liability due to data leak

Features:

- Encrypts data prior to being stored in Memory
- Encrypts all data stored in the HD file cabinet
- All memory cleared after copy, scan and print use
 - Runs automatically without user initiation



ExpecttheBest

Proposal Prepared For:



Payment Stream Settled

Lease Agreement

Multiple Ricoh Units

Total Current Payment Stream Owed: **\$38,168.94**

Upon delivery and acceptance, TCS will issue a credit in the amount not to exceed \$76,337.88 representing your remaining payments with TCS.

TOTAL PAYMENT STREAM: \$38,168.94



ExpecttheBest

Proposed Implementation Schedule

Date	Activity
Today	Review proposal & recommendations
11/27/2012	(Insert Customer Name) approves proposal
11/27/2012	(Insert Customer Name) completes documentation
11/29/2012	Total Corporate Solutions conducts pre-installation site survey for space, power, & cabling
12/2/2012	Total Corporate Solutions installs equipment and provides end-user training
0-90 Days	Total Corporate Solutions monitors results of implemented solutions
90 Days	Total Corporate Solutions&(Insert Company Name)will review results of implementation to ensure customer satisfaction
On-going	Total Corporate Solutions will conduct reviews every three (3) months to identify further opportunities to improve business processes and reduce costs throughout the organization

Appendix A - Supported Devices

The following table enumerates the devices that will be supported under the proposed program.

Make Model	Serial Number	Avg. Monthly Volume Black	Avg. Monthly Volume Color	Start Meter Read Black	Start Meter Read Color
HP LaserJet 5SI	USDK088099	35		451402	
HP LaserJet 9050	JPRL7B800X	8166		429376	
HP LaserJet 9050	JPCL5BF02K	23165		487584	
HP LaserJet 9050	JPCL5CG03M	6531		817044	
HP LaserJet 9050	JPRC91Y07F	3823		317185	
HP LaserJet 9050	JPRCC1605N	7409		115007	
HP LaserJet 9050	JPRCC1605Q	6340		105671	

Performance Guarantee

Maintenance

Full coverage maintenance including all service calls, parts, labor and preventative maintenance.

Supplies

All supplies required for imaging creation less paper and staples.

Document Volume Flexibility

If at any time after six months of system installation, the actual monthly document output volume varies from the guaranteed minimum monthly document output volume, either upward or downward, you may request an adjustment in your minimum monthly document output volume. Adjustments cannot be made above or below manufacturers recommended volume range.

Uptime Guarantee

We designed our service procedures to average up to a 97% uptime, but in the event the mainframe provided is not operational (excluding preventative maintenance and operator preventable calls) during any 60 day period, TCS will provide a loaner of similar and upgraded features at no additional cost until your mainframe is repaired.

Service Loaner

If the mainframe is deemed inoperable and TCS is unable to correct the problem, we will provide a loaner of similar or upgraded features at no additional cost until your mainframe is repaired.

Replacement Guarantee

Should the mainframe fail to perform as outlined above, you must notify TCS at its corporate address in the care of the Director of Service. TCS will have 30 working days to repair your mainframe to factory specifications or, if unable to do so, replace it with a device of equal or greater capacity, capabilities and features, at no additional cost to you.

Prepared For: _____

TCS Authorized Signature

Customer Signature

Appendix B – Benchmark Quality



BENCHMARK QUALITY

IN EVERY CARTRIDGE

 LMI employs Six Sigma methodology throughout the entire cartridge remanufacturing process to ensure superior real world performance.

2011
FIELD PERFORMANCE

DEFECT RATE
1:3000

FIELD RELIABILITY
99.8%

- ☒ 80% new components in every cartridge
- ☒ Yield testing to ensure real world performance
- ☒ Quality assurance includes “test prints” on each cartridge before shipping
- ☒ Safety packaging suspends cartridge in box for protection during shipping
- ☒ Product tracking provides advanced visibility, speed and accuracy



Appendix C – Sustainability



SUSTAINABILITY

IN EVERY CARTRIDGE

Targeting to be a zero landfill print cartridge manufacturer,  is a recognized leader for environmental sustainability throughout North America in the cartridge remanufacturing arena.

 REUSE REDUCE RECYCLE

-  97% of cartridge components are reused or recycled
-  100% of package materials are reused or recycled
-  Complimentary cartridge return program
-  4 distribution centers throughout North America
-  Produced in an ISO 14001 certified facility



Appendix D – Satisfaction Guaranteed

 SATISFACTION GUARANTEED
IN EVERY CARTRIDGE

All cartridges manufactured by LMI are unconditionally guaranteed against both material and workmanship defects, when used as directed in compatible laser and fax printers.

If for any reason, LMI cartridges are defective in material and / or workmanship, we will refund or exchange the product for up to one year. Proof of purchase is required.

We further guarantee, LMI cartridges will not damage your laser printer or fax machine. Should the use of an LMI manufactured cartridge be determined as the cause of damage, abnormal wear, or deterioration to any compatible laser printer or fax machine; a written report from a certified technician is required for LMI to reimburse the cost of parts, service and repair equipment.

LMI liability under this guarantee is limited to the cost of replacement parts, service and equipment. LMI shall not in any event be liable for consequential damages resulting from defects in material and workmanship other than as set forth herein.



Appendix E – World Class Remanufacturing



WORLD CLASS REMANUFACTURING

IN EVERY CARTRIDGE

Each  cartridge is carefully made and inspected to ensure the performance, price, and sustainability you expect from North America's #1 choice for quality aftermarket consumables.

Remanufacturing Highlights:

- ✓ Inspect all incoming cores looking for damaged plastic, leaks and general conditions.
- ✓ Separate by type and recycle out any cores with signs of damage.
- ✓ Completely disassemble cartridge down to individual component level.
- ✓ Remove all remaining supply side toner and waste toner using dried and highly filter compressed air. Toner is collected into 12000cfm Torit dust collector and invincible high flow vacuum system.
- ✓ Gears and contacts cleaned in ultrasonic bath cleaners.
- ✓ PCR's, doctor blades and magnetic rollers checked then cleaned / recoated or replaced depending on cartridge requirements.
- ✓ Check alignment of all retention blades and replace if necessary.
- ✓ Replace sealing felts for magnetic developer roller.
- ✓ Check all shims, gear posts, shutter tabs, shutter arms, alignment pins, etc. for damage or wear.
- ✓ Split cartridge and install seal. Replace and/or add extra foams to provide additional leak protection and improve cartridge integrity. Verify the hopper and mag roller section is properly aligned.
- ✓ Fill with appropriate type and gram load of toner to achieve OEM yield.
- ✓ Install doctor blades and developer rollers. Prime developer roller for test pages using the same lot of toner being used in the cartridge.
- ✓ Replace drum, PCR and wiper blade. Lubricate drum and blade with appropriate semi - conductive dry powder lubricant.
- ✓ Add individual barcode to each cartridge to track build team and components used.
- ✓ Clean and lubricate drum axles.
- ✓ Reassemble cartridge.
- ✓ Inspect all screws, alignment, shutter operation, springs and spring tension.
- ✓ Run 5 - 20 test pages in laser printer. Every cartridge tested in density, grayscale reproductions, back - grounding and overall print quality.
- ✓ Final wipe down and application of additional powder lubricate on drum.
- ✓ Final check of all tabs, shutters, screws, labels and seal tabs, etc.
- ✓ Bag in light proof, static resistant, moisture proof foil bag.
- ✓ Package with appropriate inserts and wands.
- ✓ Cartridge is suspended in box to protect during shipping.
- ✓ Finish product logged in to tracking system with components used and technicians information.

Quality you can count on in every cartridge we make.

2011
FIELD PERFORMANCE
DEFECT RATE
1:3000
FIELD RELIABILITY
99.8%



RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Clerk

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A FOUR (4) YEAR LEASE/PURCHASE AGREEMENT AND A MAINTENANCE AGREEMENT WITH TOTAL CORPORATE SOLUTIONS FOR DEPARTMENTAL DIGITAL COPIERS AND MAXX VAULT DOCUMENT MANAGEMENT SOFTWARE

Vernell McDaniel
DEPARTMENT MANAGER’S SIGNATURE

<5/28/2014 12:53:32>
DATE

REVIEW / APPROVAL

Craig Cornwell
CITY ATTORNEY

6/26/2014 2:28:14 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

6/10/2014 3:47:46 PM
DATE

Johnny Ford
CITY MANAGER

6/4/2014 5:46:26 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.

July 15, 2014

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO FUND AND ADMINISTER A COMPREHENSIVE YOUTH EMPLOYMENT AND TRAINING PROGRAM FOR FISCAL YEAR 2014-15

SUMMARY

This resolution authorizes the City Manager to administer and fund a “Summer”, “Spring Break”, “Winter Break” and “Weekend” Comprehensive Youth Training Program. The City will hire Compton youth to assist with City-wide community clean-up. The Comprehensive Youth Training Program will address youth unemployment and the community’s desire to clean the city streets.

BACKGROUND

The City of Compton has administered the Youth Employment Program since the late 1960’s through its CareerLink Department (formerly named Department of Employment and Training Services), utilizing federal funding. In August 2013, the City of Compton funded, through non-General Fund sources, a “Summer”, Spring Break” and “Weekend” Youth Employment Program, employing 179 Compton youth. The youth assisted the street maintenance staff from the Public Works, Municipal Law Enforcement and Parks and Recreation Departments with cleaning the streets and parks. The program was implemented by the City’s CareerLink Department utilizing the database of more than 500 youth applicants who expressed interest in employment.

STATEMENT OF ISSUE

Studies have shown that young job candidates are woefully ill-prepared to join today’s workforce. Young job candidates have limitations in basic knowledge, workplace skills, and specific applied skills. One way to address these deficiencies is to provide real-world experiences or community involvements that improve work readiness while simultaneously cultivating applied skills. Benefits to early employment are considerable and lasting. The City of Compton’s Comprehensive Youth Training Program will offer services to Compton youth from households of various economic levels inclusive of working underemployed parents. Staff will recruit utilizing the existing youth applicant database collected by the CareerLink Department. The youth will assist City maintenance staff in the areas of removal of street trash and illegal street sign removal, bus stop clean-up, thoroughfare, parkways and park maintenance, exterior City facility maintenance and Compton Creek clean-up.

Comprehensive Youth Employment and Training Program

July 15, 2014

Page 2

During FY 2013-2014, the City of Compton administered various Youth Employment Training Programs as follows:

Summer Youth Employment Training Program was conducted in August 2013. One hundred (100) youth were employed for a maximum of 120 hours each at a cost of \$60,007

Spring Break Youth Employment Training Program was conducted in April 2014. Sixty-eight (68) youth were employed for a maximum of 40 hours each at a cost of \$19,169

Weekend session Youth Employment Training Program was conducted from May 2014 to June 2014. Ten (10) youth were employed on Saturday and Sundays only for a maximum of 136 hours each only at a cost of \$7,860.

Total FY 2013-2014 Youth Employment Training Program cost was \$87,036, for the three (3) programs.

ALTERNATIVES

To address our current youth employment crisis and the need to clean the City streets, the City of Compton proposes to implement a Comprehensive Youth Training Program. The alternative would be to take no action, thus foregoing the opportunity to address the problems of youth unemployment and work skills deficiency.

FISCAL IMPACT

Beginning July 1, 2014, the minimum rate will increase to \$9.00 an hour.

The "Summer" Youth Employment Training Program will employ 100 Compton youth, ages 14-18, at a rate of \$9.00 per hour for a maximum 130 hours from July 21, 2014 – August 2014 at a cost of \$128,700.

The "Spring Break" Youth Employment Training Program will employ 50 Compton youth, ages 14-18, at a rate of \$9.00 per hour for a maximum 32.5 hours from April 6, 2015 – April 10, 2015 at a cost of \$16,088.

The "Winter Break" Youth Employment Training Program will employ 50 Compton youth, ages 14-18, at a rate of \$9.00 per hour for a maximum 65 hours from December 22, 2014 – January 2, 2015 at a cost of \$32,175.

Comprehensive Youth Employment and Training Program
July 15, 2014
Page 3

The “Weekend” Youth Employment Training Program will employ 10 Compton youth, ages 18-21, at a rate of \$9.00 per hour for a maximum 221 hours from March 7, 2015 – June 28, 2015 at a cost of \$21,879.

Gas Tax Funds are proposed for this activity and have allowed uses for maintenance purposes within the street right-of-way, of which includes mowing, tree trimming, and watering; cleaning of culverts and drains; replacing topsoil, sod, shrubs, trees, irrigation facilities, etc., on street and the roadside.

Total fiscal impact of administering the City of Compton Comprehensive Youth Training Programs is \$198,842 and funds are available as follows:

<u>Fund Name</u>	<u>Account</u>	<u>Balance/Budget</u>
Gas Tax	2300-720-000-4101	\$420,000

RECOMMENDATION

City Council adopt the attached resolution authorizing the City Manager to administer and fund the “Summer”, “Spring Break”, “Winter Break” and “Weekend” Comprehensive Youth Training Programs.

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ADMINISTER A
COMPREHENSIVE YOUTH EMPLOYMENT TRAINING PROGRAM FOR
FISCAL YEAR 2014-2015**

WHEREAS, the City Manager is authorized to fund and administer a Comprehensive Youth Employment Training Program for Fiscal Year 2014-2015 through its CareerLink Department , formally named the Department of Employment and Training Services; and

WHEREAS, the Comprehensive Youth Employment Program will provide youth with work experience opportunities to learn valuable work ethics and employment behaviors related to the world of work; and

WHEREAS, the Comprehensive Youth Employment Program will consist of implementation of various training programs that will assist the street maintenance staff with cleaning the streets of Compton; and

WHEREAS, In anticipation of summer youth funding, the CareerLink Department collected approximately 498 names of youth interested in employment;

WHEREAS, the City Manager request approval to administer a City of Compton “Summer” Youth Employment Program employing approximately 100 Compton youth, ages 14-18, at a rate of \$9.00 per hour for a maximum 130 hours each from July 21, 2014 – August 2014 at a cost of \$128,700.

WHEREAS, the City Manager request approval to administer a City of Compton “Spring Break” Youth Employment Program employing approximately 50 Compton Youth, ages 14-18, at a rate of \$9.00 per hour for a maximum of 32.5 hours each from April 6, 2014 – April 10, 2014 at a cost of \$16,088; and

WHEREAS, the City Manager request approval to administer a City of Compton “Winter Break” Youth Employment Program employing approximately 100 Compton Youth, ages 14-18, at a rate of \$9.00 per hour for a maximum of 65 hours each from December 22, 2014 – January 2, 2015 at a cost of \$32,175; and

WHEREAS, the City Manager request approval to administer a City of Compton “Weekend Session” Youth Employment Program employing approximately 10 Compton Youth, ages 18-21, at a rate of \$9.00 per hour for a maximum of 221 hours each at a cost of \$21,879; and

WHEREAS, the City of Compton Comprehensive Youth Employment Training Program will be a citywide community cleanup effort in the areas of street trash removal, main thoroughfare and parkways cleanup, park maintenance, illegal street sign removal, bus stop cleanup, exterior City facility maintenance, Compton Creek cleanup; and

WHEREAS, there is a need to authorize the City Manager or his designee to fund and administer a City of Compton Comprehensive Youth Employment Training Program for Fiscal year 2014-2015.

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

Section 1. That the City Manager or his designee is authorized to administer a City of Compton Comprehensive Youth Employment and Training Program for Fiscal Year 2014-2015 in an amount not-to-exceed \$205,000.00.

Section 2. That the City of Compton Comprehensive Youth Employment Training Program funds are available as follows:

Fund Name	Account	Balance/Budget
Gas Tax	2300-720-000-4101	\$420,000

RESOLUTION No. _____
Page 2

Section 3. That a certified copy of this resolution shall be filed in the offices of the City Manager, City Clerk, City Controller, City Attorney, CareerLink, Public Works/Municipal Utilities, and Parks and Recreation.

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
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, to wit:

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: CareerLink

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO FUND AND ADMINISTER A COMPREHENSIVE YOUTH EMPLOYMENT TRAINING PROGRAM FOR FY 2014-2015

Kimberly McKenzie
DEPARTMENT MANAGER’S SIGNATURE

7/9/2014 5:30:40 PM
DATE

REVIEW / APPROVAL

Craig Cornwell
CITY ATTORNEY

7/10/2014 7:00:56 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

7/10/2014 5:35:45 PM
DATE

Kelly Montgomery
CITY MANAGER

7/10/2014 3:54:07 PM
DATE

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

JULY 15, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: FIRE CHIEF

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON TO ACCEPT THE PROPOSAL OF LEVERAGE
INFORMATION SYSTEMS AND AUTHORIZE THE CITY
MANAGER TO ENTER INTO A CONTRACT AND ISSUE A
PURCHASE ORDER TO PROVIDE A CITY-WIDE ADVANCED
SURVEILLANCE AND PROTECTION SYSTEM**

SUMMARY

This resolution authorizes the City Manager to accept the proposal, enter into a contract and issue a purchase order to Leverage Information Systems to provide an advanced surveillance and protection system for the City's city-wide camera project.

BACKGROUND

The City has been the victim of much graffiti, vandalism, theft, human trafficking and is experiencing a recent increase in violent crimes. Due to budget constraints additional law enforcement staffing is not available. It has been determined that a city-wide advanced surveillance and protection system (ASAP) would be a great tool to assist the local law enforcement agency in solving and sometimes halting these crimes.

An advanced surveillance and protection system gives local law enforcement the ability to view the parks and other predetermined locations throughout the city remotely from the comforts of a dispatch center. Upon observing an event take place, the proper response to the situation can be dispatched.

Currently the City has License Plate Recognition (LPR) cameras located in various places throughout the City which has proved to be an invaluable tool to local law enforcement. There are also Pan, Tilt and zoom (PTZ) cameras located in all City parks, several intersections and in and around the Gateway Towne Center. Cameras are monitored by the local Sheriff's station personnel, with some being monitored by City Security forces.

Leverage Information Systems has designed the current system we have in place and are best to integrate the remaining portion of the city-wide project. Because of the specifications requested by staff, they were the only vendor to show up for the RFP site-

City-Wide Camera - Fire Department
July 22, 2014
Page Two

walk and the only to bid on the last phase of this project. They were also the most responsible for the previous two phases.

STATEMENT OF THE ISSUE

Due to the urgent situation with the increase in violent crimes over the last six months, it is imperative that the City gets this full project up and running in an expeditious manner. Therefore, staff is requesting that the proposal of Leverage Information Systems, including the remaining build out of the infrastructure, installation of both PTZ and LPR cameras, video management software and connectivity proceed exempt from additional procurement requirements in order to prevent the continued interruption of this necessary City program consistent with the City's Standard Operating Procedure Procurement Policy.

The proposal includes the remaining build out of the infrastructure, installation of both PTZ and LPR cameras, video management software and connectivity.

The cost is \$865,000. We are also requesting contingency funds in an amount not to exceed \$100,000 to address any possible change orders that will improve the system and save funds in the city-wide project. These request fit within the funds budgeted for this project.

FINANCIAL IMPACT

There is no further financial impact to the 2014/15 fiscal year budget. The current funding for this project has been allocated into account 3030-69-0000-4334 of the fire department's 2014-2015 fiscal year budget.

ALTERNATIVE

Issue a RFP and extend the project by an additional two months

RECOMMENDATIONS

Staff recommends that the Council adopt the attached Resolution.

JON THOMPSON
FIRE CHIEF

APPROVED TO FORWARD:

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO ACCEPT THE PROPOSAL OF LEVERAGE INFORMATION SYSTEMS AND AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER TO PROVIDE A CITY-WIDE ADVANCED SURVEILLANCE AND PROTECTION SYSTEM

WHEREAS, an advanced surveillance and protection system has assisted local law enforcement in curtailing various criminal activities that may occur in our City parks and the Gateway Towne Center; and

WHEREAS, the City Council of the City of Compton has appropriated Lease Revenue Bond funds to establish a city-wide camera system; and

WHEREAS, Leverage Information Systems, Inc was the most responsive bidder on the previous three parts of this project and has been responsible for the construction of the infrastructure as well as all other components of the established system in place currently; and

WHEREAS, staff is requesting that the proposal of Leverage Information Systems, including the remaining build out of the infrastructure, installation of both PTZ and LPR cameras, video management software and connectivity proceed exempt from additional procurement requirements in order to prevent the continued interruption of this necessary City program consistent with the City's Standard Operating Procedure Procurement Policy; and

WHEREAS, Leverage Information Systems, Inc. is also a trusted vendor with the Los Angeles County Sheriff's Department and already possesses the necessary clearances to work on and integrate within their system; and

WHEREAS, it is in the best interest of the City of Compton to accept the proposal and enter into a contract with Leverage Information Systems, Inc.

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

Section 1. That the proposal of Leverage Information Systems, Inc. be accepted.

Section 2. That the City Manager is authorized to enter a contract and issue a purchase order, upon the advice of the City Attorney, with Leverage Information Systems, Inc., to complete the remaining build out of the infrastructure, installation of both PTZ and LPR cameras, video management software and connectivity in an amount not to exceed Eight Hundred Sixty-Five Thousand Dollars (\$865,000,000).

Section 3. The funds are available in bond account 3030-69-0000-4334 of the fire department's 2014/15 fiscal year budget and shall be used to compensate Leverage Information Systems, Inc. for the design and construction of the advanced surveillance and protection system.

Section 4. Contingency funds not exceeding an amount of \$100,000 from account 3030-69-0000-4334 are set aside to address any possible change orders that will improve the system and decrease the cost of future city-wide camera project.

Section 5. That a certified copy of this resolution shall remain on file in the offices of the City Manager, City Controller, City Attorney, Fire and the City Clerk.

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

ADOPTED this _____ day of _____, 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 forgoing resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on _____ day of _____, 2014.

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

AYES: Council Member(s)
NOES: Council Member(s)
ABSTAINS: Council Member(s)
ABSENT: Council Member(s)

CITY CLERK OF THE CITY OF COMPTON

**CONSTRUCTION/SERVICES AGREEMENT BETWEEN
CITY OF COMPTON
AND
LEVERAGE INFORMATION SYSTEMS**

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **LEVERAGE INFORMATION SYSTEMS** (hereinafter referred to as "**CONTRACTOR**") located at 18815 – 139th Avenue NE, Suite B, Woodinville, Washington 98072.

RECITALS:

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

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

C. City and Contractor enter into this Agreement for the purpose of retaining Contractor to perform that Work required pursuant to the "City of Compton Advanced Surveillance and Protection City-Wide " Project (CFD-0214) ("Project").

D. Authorization to enter into this Agreement is pursuant to Resolution No. _____ adopted by the City Council on July 15, 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 Construction Services, including but not limited to all of the labor, materials and equipment necessary to complete the Project in accordance with the Contract Documents.

1.1.2 "Contract Documents" consists of this Agreement (including all exhibits and schedules), any amendments and clarifications issued thereto, the "Invitation 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, the plans, standard and technical specifications, schedules, exhibits, drawings, notice to proceed, notice of completion, any Change Orders, the provisions of the latest edition of the National

Electrical Code, the Electronics Industry Association, the Telecommunications Industry Association, and regulations, laws, safety orders, ordinances and codes of State and local authorities having jurisdiction, and any and all other documents identified in the Contract Documents which together form the agreement between the City and the Contractor.

1.2 Public Work of Improvement.

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

1.3 Trust and Confidence.

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

1.4 Standard of Care.

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

1.5 Compliance with Applicable Laws

The Contractor agrees to be bound by applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Agreement. This Agreement is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85. If the compensation under this Agreement is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

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

1.5.1 Civil Rights Act of 1964, Title VI (Non-discrimination in Federally Assisted Programs). Title VI provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

1.5.2 Section 109 of the Housing and Community Development Act of 1974.

No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

1.5.3 Age Discrimination Act of 1975 and Section 504 of the Rehabilitation

Act of 1973. No person in the United States shall be excluded from participating in, be denied the benefits of, or be subjected to discrimination under this Contract on the basis of age or with respect to an otherwise qualified handicapped individual.

1.5.4 Executive Order 11246 and 11375, Equal Opportunity in Employment (Nondiscrimination in Employment by Government Contractors, Subcontractors, and Contractors).

During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination/rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

.1 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided to the agency contracting officer, advising the labor union or workers' representatives of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulation and relevant orders of the Secretary of Labor.

.2 The Contractor will furnish all information and reports required by the Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

.3 In the event of the Contractor's noncompliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures

authorized in the Executive Order and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

.4 The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

1.5.5 Section 3 of the Housing and Community Development Act of 1968, as Amended. The Contractor is required to make efforts to the greatest extent feasible, to provide opportunities for training and employment to low-income residents of the project area and to make efforts to provide contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

.1 The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

.2 The parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

.3 The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Contract or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

.4 The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

.5 The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

.6 Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

1.5.6 Federal Lobbyist Requirements. The Contractor is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment or modification of said documents.

The Contractor must certify in writing on the Federal Lobbyist Requirements Certification form that it is familiar with the Federal Lobbyist Requirements and that all persons and /or subcontractors acting on behalf of the Contractor will comply with the Lobbyist Requirements. Failure on the part of the Contractor or persons/subcontractors acting on behalf of the Contractor to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

1.5.7 Davis-Bacon and Related Acts (DBRA). This is a federally assisted construction project. Federal Labor Standards Provisions (attached to this Contract), including the prevailing wage requirements of the Davis-Bacon and Related Acts (DBRA) will be enforced. The Contractor represents and warrants that he/she shall pay his/her employees, and all individuals performing Work, not less than the prescribed minimum wages in accordance with the current General Prevailing Wage Determination published by the United States Department of Labor. The applicable U.S. Department of Labor General Wage Decision is CA080033, Modification 43 dated February 12, 2010.

1.5.8 State Prevailing Wage Requirements. The Contractors' 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 Contractors' responsibility to ensure payment of prevailing wages and inform all sub-Contractors that prevailing wage requirements apply to this construction project from commencement of the Contract through completion of the work.

.1 Contractors 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. Contractors shall forfeit to the City, as penalty, **Twenty-Five Dollars (\$25.00)** for each calendar day or portion thereof for each worker paid (either by them or any subcontractors under them) less than the prevailing rate described above on the Work provided for in this Agreement, all in accordance with the State Labor Code. The Contractors shall not require more than eight (8) hours in a day from any person employed by them hereunder, except as provided in the Labor Code. The Contractors shall conform to the State Labor Code and it is agreed that the Contractors shall forfeit to the City, as penalty, the sum of **Twenty-Five Dollars (\$25.00)** for each worker employed in the execution of this Contract by the Contractors 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 Contractors 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 Contractors' 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 **Terry Woodruff, Executive Vice President** of Contractor as Contractor's Representative, who shall be deemed to be Contractor's agent with express authority to bind Contractor with respect to all matters requiring Contractor's approval or authorization.

1.6.2 City's Representative. City hereby designates **Jon Thompson, Compton Fire Chief** or his designee of City as City's Project Manager.

1.7 Independent Contractor.

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

1.8 Permits.

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

Prior to 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 construction services to be performed hereunder shall be performed pursuant to the fee schedule, scope of work, the City Project Manager and other requirements contained in the Contract Documents. Contractor agrees to provide and furnish all necessary professionals, managers, supervisors, staff, equipment, materials, laborers and other facilities required to complete the following Works:

ADVANCED SURVEILLANCE AND PROTECTION CITY-WIDE PROJECT (“ASAP”) **(CFD-MLES-0109)**

Contractor shall perform the necessary tasks and deliverables to furnish and install PTZ and LPR cameras, cabling, wireless gear, network gear, servers, RAID units, PC’s, monitors, mounting hardware, antennas, site surveys, wireless RF surveys, site preparation, low voltage. Testing, training and all related components to provide a full turnkey system. Contractor shall provide a complete and operational IP-Based Close Circuit Television (CCTV) surveillance system.

Each of the following shall be a separate set Project Deliverable. Contractor shall proceed with work on each deliverable only after receiving written authorization from the City’s Project Manager (Contractor shall not order materials or begin work

on any deliverable without written authorization from the City's Project Manager).

2.2 Management of Work.

In addition to the Work, Contractor shall cooperate with the City, City's Project Manager and/or any management firm or individual it may utilize as concerns and is incidental to 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 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 of **Eight Hundred Sixty Five Thousand Dollars (\$865,000)** ("Contract Price"), subject to adjustments for changes in the Work as may be agreed to in writing by the City and Contractor and the City's authorized contingency fund amount.

3.2 The Contract Price, unless changed by Change Order, represents the absolute limit of obligation or liability that City may ever have insofar as the cost for full and final completion of the Work, and the total of all payments to Contractor are concerned. Should additional amounts be required to be expended, over and above the Contract Price, to achieve completion of the Work, including project construction, and payment to Contractor, in accordance with this Contract, liability for and payment of such additional amounts shall be the sole responsibility of Contractor and its Contract surety herein, and City shall not be liable for same. Should the final cost of the 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. City shall compensate the Contractor for each Project Deliverable as it is completed, fully tested and documented to the satisfaction of the City. If Contractor fails to submit the required deliverable items according to schedule, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of Work for which the Contractor is billing. Invoices shall be delivered or mailed to the **Fire Chief** or his/her designee at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

3.4 Retention.

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

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

-Or-

Pursuant to *Section 22300* of the *Public Contract Code* 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 Construction Services. Contractor agrees to commence the Work provided for herein within **ten (10) working days** after receipt of the **Notification to Proceed** or as otherwise agreed with the Project Manager for each Project Deliverable, and continue in a diligent, professional and worker-like manner without interruption until the work is completed or within a total of **eight (8) weeks per Project Deliverable**, 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 Liquidated Damages.

IF CONTRACTOR FAILS TO ACHIEVE SUBSTANTIAL COMPLETION OF THE WORK WITHIN THE PERIODS OF TIME REFERRED TO IN PARAGRAPH 4.2.1 OF THIS AGREEMENT (AS ADJUSTED BY CHANGE ORDER FOR EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS), CITY WILL INCUR DAMAGES, THE AMOUNT OF WHICH WILL BE DIFFICULT OR IMPOSSIBLE TO ESTABLISH WITH CERTAINTY, INCLUDING BUT NOT LIMITED TO INEFFICIENCY AND DISRUPTION OF CITY'S OPERATIONS. THE PARTIES THEREFORE AGREE THAT FOR EACH DAY PAST THE COMPLETION DATES REFERRED TO IN PARAGRAPH 4.2.1 (AS ADJUSTED BY CHANGE ORDER FOR THE EXTENSIONS PERMITTED BY THE CONTRACT DOCUMENTS) THAT THE WORK IS NOT SUBSTANTIALLY COMPLETE, CONTRACTOR SHALL PAY CITY THE SUM OF _____ DOLLARS (\$ _____) FOR EACH CALENDAR DAY DELAYED BEYOND THE TIME PRESCRIBED FOR FINISHING THE WORK AS LIQUIDATED DAMAGES. THIS SUM REPRESENTS A REASONABLE EFFORT TO ESTIMATE FAIR COMPENSATION FOR THE FORESEEABLE LOSSES CITY WILL INCUR ON ACCOUNT OF DELAYS IN SUBSTANTIAL COMPLETION OF THE WORK AND IS NOT A PENALTY. IF LIQUIDATED DAMAGES ARE NOT PAID, THE CITY MAY DEDUCT THE AMOUNT THEREOF FROM ANY MONEY DUE OR THAT MAY BECOME DUE TO THE

CONTRACTOR UNDER THIS AGREEMENT IN ADDITION TO ANY OTHER REMEDY AVAILABLE TO THE CITY. CONTRACTOR SHALL NOT BE ASSESSED LIQUIDATED DAMAGES IF THE DELAY IS CAUSED BY ACTS OF GOD WHICH COULD NOT REASONABLY HAVE BEEN FORSEEN OR GUARDED AGAINST; STRIKES, BOYCOTTS OR LIKE OBSTRUCTIVE ACTIONS BY CONTRACTOR'S OR IT'S SUBCONTRACTOR'S EMPLOYEES WHICH ARE BEYOND CONTRACTOR'S CONTROL; FAILURE OF CITY TO PERFORM; OR FAILURE OF A PUBLIC UTILITY TO RELOCATE OR REMOVE AN EXISTING UTILITY REQUIRED FOR PERFORMANCE OF THIS CONTRACT. CITY AND CONTRACTOR HEREBY INDICATE THEIR AGREEMENT TO THE FOREGOING LIQUIDATED DAMAGES PROVISION:

City of Compton

Contractor (Doug Chessler)

4.6 Construction Schedule.

Contractor shall prepare and submit to City a detailed Schedule for the entire Work. The 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 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 project within the Contract Time. At a minimum, the 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 use requirements showing portions of the project having use priority, and proposed dates of substantial completion, performance of minor (or, "punch list") work and final completion.

4.7 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 the City. Contractor shall in all cases deliver to City prior to commencement of a City review period a written request for review, accompanied, if appropriate, by the document, question or other information requiring the City 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.

4.8 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. Contractor is solely responsible for the sufficiency and accuracy of its estimates of time for all governmental authority review periods.

5.0 CONSTRUCTION PHASE

5.1 General.

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

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

5.1.3 Contractor shall attend meetings with City as frequently as is necessary to the expeditious performance of the Work for the purpose of discussing construction issues which may arise during the Project.

5.2 Supervision of Work.

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

5.3 Permits, Approvals, Licenses and Notices.

Contractor shall obtain and pay for (i) all permits, approvals, licenses and easements; and (ii) government charges and inspection fees pertaining to the construction of the Project.

5.4 Safety.

5.4.1 Contractor shall have overall responsibility for safety precautions and programs in the performance of the Work.

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

- .1** Employees and all other persons at the Site;

.2 Materials and equipment stored on the Site or off the Site at locations for use in performance of the Work; and

.3 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.

5.4.3 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.

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

5.4.5 If City deems any part of the Work or 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.

5.5 Substitutions.

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

5.6 Trade Contractors.

5.6.1 If applicable, Contractor shall employ only Trade Contractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Each Trade Contractor, of every tier, shall be fully bound to the Contract Documents in the same manner as Contractor is bound to City for all the requirements of the Contract Documents to the extent applicable to the Trade Contractor's portion of the Work.

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

5.7 Separate Contractors.

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

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

6.0 ACCOUNTING RECORDS

6.1 Access.

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

Contractor shall allow, and shall include in its contracts with its Trade Contractors, provisions requiring its Trade Contractors to allow, City or its authorized representative(s) and accountants, within twenty-four (24) hours after requested by City, to inspect, audit or reproduce any and all records relating to the Project. Such records shall include all information, materials and data of every kind and character (hard copy, as well as computer readable data if it exists), that may, in City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project, including without limitation the following: 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.

6.2 Enforcement.

Contractor hereby consents and agrees that any failure by Contractor to provide access to records as provided in this Article 6.0 shall be specifically enforceable by issuance of a preliminary and/or permanent mandatory injunction by a court of competent jurisdiction based on affidavits submitted to such court, without the necessity of oral testimony, to compel Contractor to permit access, inspection, audit and/or reproduction of the records or to require delivery of the records to City for inspection, audit and/or reproduction.

7.0 INDEMNITY, BONDS

7.1 Indemnity.

7.1.1 General Indemnity. To the fullest extent allowed by law, Contractor hereby agrees to defend, indemnify, and hold harmless City, its City Council, boards and commissions, officers, agents, employees, representatives, insurers and volunteers (hereinafter collectively referred to as "City") through legal counsel acceptable to City, from and against any and all Losses arising directly or indirectly from, or in any manner relating to, any of the following: (i) any act or omission (negligent or otherwise) of Contractor, or by its Trade Contractors, of any tier; (ii) performance or nonperformance by Contractor or its Trade Contractors, of any tier, of any of the obligations under this Agreement or the other Contract Documents; (iii) the construction activities of Contractor, or its Trade Contractors, of any tier, either on the Site or on other properties; (iv) the payment or nonpayment of money by Contractor, or by any of its Trade Contractors, of any tier; or (v) any personal injury, property damage or economic loss to third persons or entities associated with the performance or nonperformance by Contractor, or any of its Trade Contractors, of any tier; provided, however, that nothing contained herein shall be construed as obligating Contractor to indemnify the City for losses resulting from the City's sole negligence, active negligence or willful misconduct. Contractor shall pay City for any costs incurred in enforcing the defense and/or indemnity obligations under this provision. Nothing in this Section 7.1 shall be construed to give rise to any implied right of indemnity in favor of Contractor against the City.

7.1.2 Survival. The provisions of Paragraph 7.1.1 shall survive complete performance or termination of this Agreement.

7.1.3 Severability. The invalidity of any portion of Paragraph 7.1.1 shall not affect or render unenforceable any other portions thereof.

7.2 Bonds.

7.2.1 Bond Forms. Prior to commencing any construction of the Work, Contractor shall file with City good and sufficient "Labor and Material Payment" and "Performance" bonds in the amount of one hundred percent (100%) of the Contract Price for each. Contractor shall take steps to assure that the penal sum of the bonds shall be increased by the amount of any additive adjustments to the Contract Price due to Change Orders. The bonds shall be on forms satisfactory to and approved by City, signed by both Contractor and surety and properly notarized. Should any bond required hereunder or any surety on such bond become or be determined by City to be insufficient, it shall be replaced within ten (10) days by a bond that fully complies with the requirements of this Paragraph 7.2.1. No further payments to Contractor for work performed shall be made or become due until Contractor has fully complied with the requirements of this Section 7.2.

7.2.2 Duration. The payment bond shall remain in effect until sixty (60) days after final completion of the Work and all claims by Contractor and Trade Contractors, of every tier, have been satisfied. The performance bond provided by Contractor shall remain in effect for

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the duration of the period of all warranties required by the Contract Documents and shall assure faithful performance of all of Contractor's obligations under the Contract Documents, including, without limitation, all obligations that survive final completion or termination, such as but not limited to Contractor's obligations under its warranties, guarantees and to defend and indemnify City.

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

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

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

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

8.0 INSURANCE

8.1 General Insurance Provisions.

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

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

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

8.1.1 General Liability. Contractor shall provide and maintain at its own expense during the term of this Agreement a policy of Commercial General Liability Insurance, inclusive of contractual liability, personal injury liability and broad form property damage coverage, with a combined single limit of not less than **One Million Dollars (\$ 1,000,000.00)** per occurrence with an aggregate limit of no less than **Two Million Dollars (\$2,000,000.00)**. **Such insurance shall name the City on the Certificate of Insurance and Endorsement Page(s) as “additional Insured” and shall identify the project or work involved.**

8.1.2 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”.

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

8.1.4 Subcontractor's Insurance. 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.

9.0 CHANGE ORDERS

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

9.2 Change Orders. A Change Order is a written order signed by City and Contractor, and issued after execution of this 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.

10.0 CERTIFICATIONS

10.1 Certification of Contractor. I, **Doug Chessler**, **HEREBY CERTIFY** that I am the **CEO President**, and duly authorized representative of the Contractor firm of Leverage Information Systems, and that, except as hereby expressly stated, neither I nor the above firm that I represent have: (i) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor (ii) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor (iii) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this Agreement.

10.2 Debarment and Suspension Certification. The Contractor, under penalty of perjury, certifies that, except as noted below, he/she/it or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

10.3 Non-Lobbying Certification for Federal-Aid Contracts. The Contractor certifies to the best of his or her knowledge and belief, that:

Construction/Services Agreement – Leverage Information Systems
City of Compton Advanced Surveillance and Protection City-Wide Project (CFD-0214
Resolution No. _____/Fire

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

These certifications are a material representation of fact upon which reliance was placed when this transaction was made or entered into. The above certifications are part of this Contract. Signing this Agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Terry Woodruff, Executive Vice President

(Date)

11.0 MISCELLANEOUS PROVISIONS

11.1 Disadvantaged Business Enterprise (DBE) Participation. DBE and other small businesses (SB), as defined in Title 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Contractor shall cause any contract entered into with its Trade Contractors to contain all of the provisions of this section.

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

If within one (1) year after the date of completion of the Project, any of the Work

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

11.4 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.

11.5 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 who provide work to the Project, waiving the right of a jury trial in any action involving City as a party, whether by joinder, consolidation, counter-claim, cross-complaint or otherwise.

11.6 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.

11.7 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.

11.8 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.

11.9 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 and confidentiality, shall survive and continue in force after either termination or completion of performance by Contractor.

11.10 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.

11.11 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.

11.12 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.

11.13 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.

11.14 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.

11.15 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.

11.16 Waivers. A waiver by either party to this Agreement of any breach of

#12.

Construction/Services Agreement – Leverage Information Systems
City of Compton Advanced Surveillance and Protection City-Wide Project (CFD-0214
Resolution No. _____/Fire

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

11.17 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.

11.18 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.

12.0 DEFAULT AND TERMINATION

12.1 Default by Contractor.

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

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

12.2 City's Rights and Remedies Upon Default.

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

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

.2 Perform and Withhold. City may, without terminating this

Agreement, engage others to perform the Work or portion of the Work that has not been performed by Contractor and withhold the cost thereof to City from future payments to Contractor, reserving to itself all rights to recover losses related thereto.

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

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

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

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

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

12.2.4 Delays by Sureties. Without limitation to any of City's other rights or remedies under the law or in equity, City has the right to suspend the performance by Contractor's sureties in the event of any of the following: (i) failure of the sureties to begin work within a reasonable time in such manner as to ensure full compliance with the Contract Documents within the Contract Time; (ii) abandonment of the Work; (iii) if at any time City is of the opinion the Work is unnecessarily or unreasonably delayed; (iv) willful violation of any terms of this Agreement; (v) failure to perform according to this Agreement or the other Contract

#12.

Construction/Services Agreement – Leverage Information Systems
City of Compton Advanced Surveillance and Protection City-Wide Project (CFD-0214
Resolution No. _____/Fire

Documents; or (vi) failure to follow instructions of City for performance of the Work within the Contract Time. City will serve notice of such failure upon the sureties and in the event the sureties neglect or refuse to cure the breach within the time specified in such notice, City shall have the power to suspend the operation or any part thereof of Contractor's sureties.

12.2.5 Contractor Obligations. Upon receipt of a notice of termination for default, Contractor shall, unless the notice states otherwise, perform each of the obligations set forth in Paragraph 12.4.1, below.

12.2.6 Damages to City.

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

.2 Deductions. If City suffers a loss due to Contractor's nonperformance, then such loss shall be deducted from the amounts withheld. Should the amount withheld exceed the amount deducted, the balance will be paid to Contractor or its designee upon completion of the Project. If the loss incurred by City exceeds the amount withheld, Contractor shall be liable to City for the difference and shall promptly remit same to City.

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

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

12.3.1 Resumption. If a suspension order is canceled or expires, Contractor

shall resume and continue with the Work. A Change Order will be issued adjusting the Contract Price and/or the Contract Time for additional costs of work and delay necessarily caused by such suspension.

12.3.2 Suspension Order Required. The provisions of this Section 12.3 shall not apply if a suspension order is not issued by City. A suspension order shall not be required to stop the Work as permitted or required under any other provision of the Contract Documents.

12.4 Termination Without Cause. City shall have the option, at its sole discretion and without cause, to terminate this Agreement in part or in whole by giving thirty (30) days' written notice to Contractor as provided herein. Contractor agrees to accept such sums as allowed under this Section 12.4 as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, but not limited to, Loss of anticipated profits, Loss of revenue, lost opportunity, or other consequential, direct, indirect, incidental Losses or damages, of any kind.

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

.1 Immediately discontinue performance to the extent specified in the notice;

.2 Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of its obligations as is not discontinued;

.3 Provide to City a description, in writing no later than two (2) business days after receipt of the notice of termination, complete copies of all subcontracts, purchase orders and contracts that are outstanding, including any change orders, amendments and modifications thereto, status of payments and balance owing, the status of performance and claims by Trade Contractors, together with such other information as City may determine necessary in order to decide whether to accept assignment of, or request Contractor to terminate the subcontract, purchase order or contract;

.4 Promptly assign to City those subcontracts, purchase orders or contracts, or portions thereof, that City elects to accept by assignment and cancel, on the most favorable terms reasonably possible, all subcontracts, purchase orders or contracts, or portions thereof, that City does not elect to accept by assignment; and

.5 Thereafter continue only such performance as may be necessary to preserve and protect work already completed or in progress and to protect materials and equipment on the Site or in transit thereto.

12.4.2 Final Billing. Following termination without cause and within thirty (30)

#12.

Construction/Services Agreement – Leverage Information Systems
City of Compton Advanced Surveillance and Protection City-Wide Project (CFD-0214
Resolution No. _____/Fire

days after receipt of a complete and timely billing from Contractor seeking payment of sums authorized by this Paragraph 12.4.2, City shall pay to Contractor as its sole and exclusive compensation for performance under this Agreement the following:

.1 The Contract Price earned and payable as of the date of termination, less sums previously paid to Contractor;

.2 Plus, reasonable costs of work of Contractor and Trade Contractors for (i) demobilizing, and (ii) administering the close out of its participation in the Project (including, without limitation, all billing and accounting functions) for a period of no longer than thirty (30) days after receipt of the notice of termination;

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

12.5 Contractor's Rights and Remedies.

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

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

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

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

13.0 NOTICES

13.1 Delivery. All notices, demands or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the third business day after the deposit thereof in the United

Construction/Services Agreement – Leverage Information Systems
City of Compton Advanced Surveillance and Protection City-Wide Project (CFD-0214
Resolution No. _____/Fire

States mail, postage prepaid, and addressed as hereinafter provided, or (c) one business day after send by facsimile transmission.

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

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Fire Chief
(310) 605-5670
(310) 632-8414 – fax.

with copies to:

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

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

Leverage Information Systems
18816 – 139th Avenue, Suite B
Woodinville, Washington 98072
Attn: Terry Woodruff, Executive Vice President
(425) 482-9200
(800) 825-6680
(425) 485-9400 – fax.
www.leverageis.com

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

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

**LEVEAGE INFORMATION SYSTEMS
CONTRACTOR**

Dated: _____

By _____
Terry Woodruff, Executive Vice President

CITY OF COMPTON
Recommended for Approval:

By _____
Jon Thompson, Fire Chief
Compton Fire Department

Dated: _____

Dated: _____

By _____
G. Harold Duffey, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

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>
222449	7/09/14	Recreation Republic Inc	Park/Pool equipment for eligible parks in the City of Compton	\$38,186.92	\$0.00

Requested by Parks & Recreation/Grants Division

222447	7/09/14	Quick Crete Products Corp	Park/Pool equipment for eligible parks in the City of Compton	\$34,349.18	\$0.00
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Requested by Parks & Recreation/Grants Division

222450	7/09/14	Restroom Facilities LTD	Restroom facility for CDBG eligible parks in the City of Compton	\$92,398.00	\$0.00
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Requested by Parks & Recreation/Grants Division

I hereby certify that the above demand in the amount of \$164,934.10 was approved at a regular meeting of the City Council and reject
_____ as of July 15, 2014.

Council Member

Council Member

City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on July 15, 2014 allowed the above demand.

Alita Godwin
City Clerk



recreationrepublic

Recreation Republic, Inc.
802 N. Twin Oaks Valley Road, Suite 107
San Marcos, CA 92069

(760)690-4030
<http://www.recrepublic.com>

Invoice

Date	Invoice No.
04/24/2014	8936
Terms	Due Date
50% Deposit, BOD	07/23/2014

Bill To

City of Compton
Attn: Renea Farrell
205 S. Willowbrook Avenue
Compton, CA 92832

Ship To

Compton-Leuders Park

Amount Due	Enclosed
------------	----------

\$19,764.90

Please detach top portion and return with your payment.

Service	Activity	Quantity	Rate	Amount
Coverworx	• HP-2630-SW-VT 20' x 30' Shade Shelter w/Vented Roof (does not include rails, lattice, or cupolas)	1	14,560.00	14,560.00T
Drwgs-Calcs	• CA Professional Engineer Sealed Drawings & Calculations	1	1,050.00	1,050.00T
Freight	• Estimated Freight Based on Shipping to Compton, CA 90220	1	2,750.00	2,750.00
Estimated Production Lead Time is 6-8 Weeks After Order Is Placed. • PLEASE NOTE: It is the contractor's responsibility to verify items quoted match project specifications. Recreation Republic, Inc. is not responsible for take offs. Terms & Conditions: The following are to be provided by others unless otherwise noted: material receipt/unloading, install, prevailing wages, taxes, freight, permits, state/local approvals, perform. bond, engineering, tests, site prep, borders, surfacing, storage, security fence, equipment security, landscaping, mechanical equipment. At delivery, please verify all pieces are accounted for. Shortage/damage to the equipment must be brought to the driver's attn. & noted on BOL. Engineered sealed drawings, if quoted, are based on local & state construc. codes & specs. Wind/snow loads & seismic requirements are all verified w/ these documents. Continue to the next page Ok. GA Okay To Pay				

#13.

Service	Activity	Quantity	Rate	Amount										
	• PLEASE NOTE: -This price does not include permittings, state or local approvals and/or DSA approvals. -Engineering is based upon specification details and information provided by you to Recreation Republic, Inc. -Foundation sizes are approximate and will change to meet local requirements. Additional costs will occur. -Any conflicts that may arise from information excluded will be your responsibility. -The sizes and heights proposed are pursuant to information you have provided and must be verified by you on site. We are not responsible for any conflicts with existing conditions, being too close to landscaping, sidewalks, curbs, seating areas, buildings, etc. -No crane or equipment included. Customer is responsible for all unloading. -Installation, concrete supplies and truck unloading are by others and not included in this quotation. Okay To Pay  <table><tr><td>Paid By</td><td></td></tr><tr><td>V#</td><td>10007804</td></tr><tr><td>P.O. #</td><td>501629</td></tr><tr><td>A/C #</td><td>2800843146466</td></tr><tr><td>A/C #</td><td></td></tr></table>	Paid By		V#	10007804	P.O. #	501629	A/C #	2800843146466	A/C #				
Paid By														
V#	10007804													
P.O. #	501629													
A/C #	2800843146466													
A/C #														

Payment should be received by Recreation Republic, Inc. within four (4) days of the due date. Interest shall accrue on all sums due and outstanding at 1.5% per month or at the highest rate permitted by applicable law, whichever is less. Credit card payments are permitted however, a 3% fee will be assessed to the order for MC/VISA and 3.5% if using AMEX. \$25 returned check fee.



recreationrepublic

Recreation Republic, Inc.
802 N. Twin Oaks Valley Road, Suite 107
San Marcos, CA 92069

(760)690-4030
<http://www.recrepublic.com>

Invoice

Date	Invoice No.
04/24/2014	8937
Terms	Due Date
50% Deposit, BOD	07/23/2014

Bill To

City of Compton
Attn: Renea Farrell
205 S. Willowbrook Avenue
Compton, CA 92832

Ship To

Compton-Sibrie Park

Amount Due	Enclosed
------------	----------

\$18,422.02

Please detach top portion and return with your payment.

Service	Activity	Quantity	Rate	Amount
Coverworx	• HXVT-28-SW 28' Hexagonal Shade Shelter w/Vented Roof (does not include rails, lattice, or cupolas)	1	13,328.00	13,328.00T
Drwgs-Calcs	• CA Professional Engineer Sealed Drawings & Calculations	1	1,050.00	1,050.00T
Freight	• Estimated Freight Based on Shipping to Compton, CA 90220	1	2,750.00	2,750.00
Estimated Production Lead Time is 6-8 Weeks After Order Is Placed. • PLEASE NOTE: It is the contractor's responsibility to verify items quoted match project specifications. Recreation Republic, Inc. is not responsible for take offs. Terms & Conditions: The following are to be provided by others unless otherwise noted: material receipt/unloading, install, prevailing wages, taxes, freight, permits, state/local approvals, perform. bond, engineering, tests, site prep, borders, surfacing, storage, security fence, equipment security, landscaping, mechanical equipment. At delivery, please verify all pieces are accounted for. Shortage/damage to the equipment must be brought to the driver's attn. & noted on BOL. Engineered sealed drawings, if quoted, are based on local & state construc. codes & specs. Wind/snow loads & seismic requirements are all verified w/ these documents.				
Continue to the next page By _____ V# _____ P.O. # _____ A/C # _____ A/C # _____				

#13.

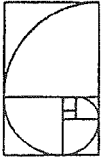
Service	Activity	Quantity	Rate	Amount
	• PLEASE NOTE: -This price does not include permittings, state or local approvals and/or DSA approvals. -Engineering is based upon specification details and information provided by you to Recreation Republic, Inc. -Foundation sizes are approximate and will change to meet local requirements. Additional costs will occur. -Any conflicts that may arise from information excluded will be your responsibility. -The sizes and heights proposed are pursuant to information you have provided and must be verified by you on site. We are not responsible for any conflicts with existing conditions, being too close to landscaping, sidewalks, curbs, seating areas, buildings, etc. -No crane or equipment included. Customer is responsible for all unloading. -Installation, concrete supplies and truck unloading are by others and not included in this quotation.			

etc
 (S. 1/22)

PAID BY	
V#	10007804
P.O. #	101429F
A/C #	28008(B 146424)
A/C #	

Payment should be received by Recreation Republic, Inc. within four (4) days of the due date. Interest shall accrue on all sums due and outstanding at 1.5% per month or at the highest rate permitted by applicable law, whichever is less. Credit card payments are permitted however, a 3% fee will be assessed to the order for MC/VISA and 3.5% if using AMEX. \$25 returned check fee.

SubTotal	\$18,360.00
Tax (9%)	\$1,404.90
Total	\$19,764.90


QCP

 Quick Crete Products Corp.
 Established 1976

SOLD TO: 01-CTYCOMP

 CITY OF COMPTON
 GRANTS MANAGER
 205 SOUTH WILLOWBROOK AVENUE
 P.O. BOX 5118
 COMPTON, CA 90221

Confirm To: RENEA FARRELL

Phone: (310) 605-5576 Ext:

Email Address: rferrell@comptoncity.org

Customer P.O.

Fax: (310) 764-5897

Terms of Quotation

NET 30 / NON-CANCELLABLE P.O.

Price Quotation

Quote No. 0117120

Quote Date 4/3/2014

Revision Date 4/24/2014

SHIP TO: 0027

LEUDERS PARK

ADDRESS:

X-ST:

COMPTON, CA

Ship To Contact: RENEA FARRELL

Phone: Ext:

Email Address:

Fax:

Salesperson

SOUTHWEST LOS ANGELES

Item / Item Description	Qty	UM	Unit Price	Amount
QCBBQ1824FPC 18" W. X 46" L. BBQ COMPLETE UNIT W/FOOD PREP CENTER C~_____, STANDARD GLOSS SEALER.	2.00	EACH	1,004.00	2,008.00
BBQGRILL18X24 18"W X 24L "X 10"HT BBQ GRILL N-24	2.00	EACH	Included in the above price	
QCBBQFPC 22" SQ CONCRETE FOOD PREP TABLE TOP	2.00	EACH	Included in the above price	
QCBBQPOST 12"DIA X 30"HT CONCRETE POST FOR BBQ/FOOD PREP TABLE. INCLUDE ANCHOR BOLTS	4.00	EACH	Included in the above price	
Z1/2131HEX 1/2" X 1"L PLATED HEX HEAD BOL	6.00	EACH	Included in the above price	
Z1/21341/2HEXBL 1/2" X 4 1/2"L BLACK HEX HEAD ANCHOR BOLT	12.00	EACH	Included in the above price	
Z1/2FLATWASH 1/2" FLAT PLATED WASHERS	6.00	EACH	Included in the above price	
ZSIKAFLEX SIKAFLEX 1A TUBE-LIMESTONE	2.00	TUBE	Included in the above price	

PLEASE NOTE:

QUICK CRETE'S STANDARD TEXTURE TO BE DETERMINED.

"NON-CANCELLABLE PURCHASE ORDER" MUST BE STATED ON ACTUAL PURCHASE ORDER.

DELIVERY REQUESTED ON:

(PLEASE FILL IN THE REQUESTED DELIVERY DATE ABOVE)

Okay To Pay

 Customer Initial

#13.



QCP

Quick Crete Products Corp.
Established 1976

SOLD TO: 01-CTYCOMP

CITY OF COMPTON
GRANTS MANAGER
205 SOUTH WILLOWBROOK AVENUE
P.O. BOX 5118
COMPTON, CA 90221

Confirm To: RENEA FARRELL
Phone: (310) 605-5576 Ext: _____
Email Address: rferrell@comptoncity.org
Customer P.O. _____

Fax: (310) 764-5897

Terms of Quotation

NET 30 / NON-CANCELLABLE P.O.

Price Quotation

Quote No. 0117120
Quote Date 4/3/2014
Revision Date 4/24/2014

SHIP TO: 0027

LEUDERS PARK

ADDRESS: _____

X-ST: _____

COMPTON, CA _____

Ship To Contact: RENEA FARRELL

Phone: Ext: _____

Email Address: _____

Fax: _____

Salesperson

SOUTHWEST LOS ANGELES

Item / Item Description

Qty	UM	Unit Price	Amount
-----	----	------------	--------

When applicable, price includes delivery and offloading with Quick Crete's crane equipped truck. Placement, if not accessible with Quick Crete's crane truck, is required by others. Palletized products will be offloaded only. Customer will provide the necessary equipment for offloading shipments requiring the use of flatbed common carriers. Customer is responsible for supplying one person to assist the driver. All installation and assembly are required by others. Customer must provide any and all necessary permits. Deliveries are made "RAIN" or "SHINE". Customer shall be responsible for count, model numbers, and/or specifications on all written or verbal quotations by Quick Crete Products Corp. Quick Crete Products Corp. reserves the right to change price if quantity changes. Taxes, fees, and special handling charges associated with customs and international trade are the responsibility of others.

Quick Crete Products Corp. is a material supplier, not a contractor. If rescheduling delivery is necessary, customers must notify Quick Crete Products Corp. at least 72 hours prior to delivery to avoid penalty. Failure to do so may require the customer to pay a restocking fee of 10% of the total order.

This price quote expires on July 24, 2014

Plus Any Other Applicable Taxes. For Accounting inquiries or lien releases, please send your fax to (951) 734-8154. Please issue all purchase orders to Quick Crete Products Corp.

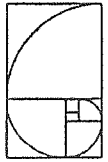
P.O. Box 639, Norco, CA 92860

The above Price Quotation is subject to the Terms and Conditions contained on the following page, and are part of this Agreement. Customer acknowledges that the Terms and Conditions have been read and approved. Credit terms subject to change pending account verification.

Net Amount:	2,008.00
Sales Tax:	180.72
Total Amount (USD):	2,188.72

Customer Initial





QCP

Quick Crete Products Corp.
Established 1978

Price Quotation

Quote No. 0117120
Quote Date 4/3/2014
Revision Date 4/24/2014

SOLD TO: 01-CTYCOMP

CITY OF COMPTON
GRANTS MANAGER
205 SOUTH WILLOWBROOK AVENUE
P.O. BOX 5118
COMPTON, CA 90221

Confirm To: RENEA FARRELL

Phone: (310) 605-5576 Ext:

Email Address: rferrell@comptoncity.org

Customer P.O.

SHIP TO: 0027

LEUDERS PARK

ADDRESS: _____

X-ST: _____

COMPTON, CA _____

Ship To Contact: RENEA FARRELL

Phone: Ext:

Email Address:

Fax:

Terms of Quotation
NET 30 / NON-CANCELLABLE P.O.

Salesperson
SOUTHWEST LOS ANGELES

Item / Item Description

Qty

UM

Unit Price

Amount

TERMS & CONDITIONS

QUICK CRETE PRODUCTS PURCHASED NEW ARE GUARANTEED FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, UNDER NORMAL USE, FOR A PERIOD OF ONE YEAR FROM THE ORIGINAL DATE OF DELIVERY. DAMAGE INCURRED FROM VANDALISM AND ACTS OF GOD ARE NOT COVERED. REPLACEMENT AND REPAIR SHALL BE AT THE DISCRETION OF QUICK CRETE PRODUCTS CORP. QUICK CRETE SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR LOSS OF PROPERTY, LOSS OF USE, LOSS OF SAVINGS, LOSS OF PROFITS, INSTALLATION CHARGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE MATERIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY; EVEN IF QUICK CRETE OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS AND/OR DAMAGES.

In the event of a claim for defective goods, Quick Crete shall be allowed to inspect such materials or upon request shall be furnished a sample of such materials. Goods claimed to be defective shall not be returned without Quick Crete's written prior-authorization, Quick Crete is only liable to replace, or credit you, at Quick Crete's option, for defective materials. Where you are to inspect as a condition of purchase, you shall be responsible for any charges for inspection, analysis or tests.

Quick Crete shall not be liable for its failure to perform due to strikes, labor difficulties, judicial action, fire, flood, war, sabotage, riot, breakdowns or failure of plant or equipment, delays in or lack of transportation, government allocations, delays of supplies or unavailability of material or any other cause beyond Quick Crete's control. If Quick Crete, in its discretion, determines that its performance would result in Quick Crete's incurring a loss because of causes beyond Quick Crete's control, Quick Crete may terminate this agreement, without penalty or obligation to you.

Shipments and deliveries shall be subject to approval of Quick Crete's credit department. Quick Crete reserves the right to demand you give a security interest in your inventory to Quick Crete before making any shipment to you that is not COD. If you fail to fulfill the terms of payment, Quick Crete may defer further shipments or may at its option cancel any unshipped balance. No failure of Quick Crete to exercise any right accruing from any default by you shall impair Quick Crete's rights in the event you subsequently default. In the event Quick Crete has a security interest in your inventory, this invoice shall become a demand notice.

Quick Crete shall retain title of the goods sold until the goods are paid for in full. If payment is not made when due, Quick Crete may, at its option and without notice, enter the premises where the goods may be located and repossess the goods. This reservation of title in Quick Crete and the right to repossess shall be in addition to any and all other remedies Quick Crete may have under law or equity. Any and all of the above mentioned remedies may be used at the same time and the use of any of these shall not constitute a waiver of the right to use any other available remedies.

This transaction shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. The parties expressly consent to be subject to the exclusive jurisdiction of the California State courts. The parties agree that receipt of an order in Riverside County constitutes performance, and that Riverside County, Corona Court is the proper venue.

You agree your acknowledgement on the bottom of this page shall constitute your acceptance of the terms and conditions contained herein and/or referred to in Quick Crete's Price Quotation. You agree to pay within the terms specified on the invoice/price quotation. Any delinquent account will bear interest at 2% per month, or 24% per year. You agree to pay all reasonable collection costs and attorney's fees incurred in collection of this account.

Any excises, levies or taxes which Quick Crete may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the material covered hereby shall be your responsibility, and you agree to pay the amount thereof to Quick Crete.

The above Terms and Conditions represent the entire agreement between Quick Crete and the customer with respect to the sale of goods supplied hereunder and cannot be modified except by a new written contract signed by both Quick Crete and the customer. By signing below, customer agrees to be contractually bound for the above mentioned products and / or services.

Cynthia Chavez

04/24/2014

Quick Crete Products Corp.

Date

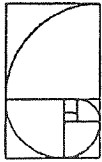
Customer Authorization

Date

[Handwritten Signature]
Customer Initial



#13.



QCP

Quick Crete Products Corp.
Established 1978

SOLD TO: 01-CITYCOMP

CITY OF COMPTON
GRANTS MANAGER
205 SOUTH WILLOWBROOK AVENUE
P.O. BOX 5118
COMPTON, CA 90221

Confirm To: RENEA FARRELL

Phone: (310) 605-5576 Ext:

Email Address: rferrell@comptoncity.org

Customer P.O.

Fax: (310) 764-5897

Terms of Quotation

NET 30 / NON-CANCELLABLE P.O.

Price Quotation

Quote No. 0117122

Quote Date 4/3/2014

Revision Date 4/24/2014

SHIP TO: 0028

SIBRIE PARK

ADDRESS:

X-ST:

COMPTON, CA

Ship To Contact: RENEA FARRELL

Phone: Ext:

Email Address:

Fax:

Salesperson

SOUTHWEST LOS ANGELES

Item / Item Description	Qty	UM	Unit Price	Amount
QCBBQ1824FPC 18" W. X 46" L. BBQ COMPLETE UNIT W/FOOD PREP CENTER C-_____, STANDARD GLOSS SEALER.	3.00	EACH	1,004.00	3,012.00
BBQGRILL18X24 18"W X 24L "X 10"HT BBQ GRILL N-24	3.00	EACH	Included in the above price	
QCBBQFPC 22" SQ CONCRETE FOOD PREP TABLE TOP	3.00	EACH	Included in the above price	
QCBBQPOST 12"DIA X 30"HT CONCRETE POST FOR BBQ/FOOD PREP TABLE. INCLUDE ANCHOR BOLTS	6.00	EACH	Included in the above price	
Z1/2131HEX 1/2" X 1"L PLATED HEX HEAD BOL	9.00	EACH	Included in the above price	
Z1/21341/2HEXBL 1/2" X 4 1/2"L BLACK HEX HEAD ANCHOR BOLT	18.00	EACH	Included in the above price	
Z1/2FLATWASH 1/2" FLAT PLATED WASHERS	9.00	EACH	Included in the above price	
ZSIKAFLEX SIKAFLEX 1A TUBE-LIMESTONE	3.00	TUBE	Included in the above price	

PLEASE NOTE:

QUICK CRETE'S STANDARD TEXTURE TO BE DETERMINED.

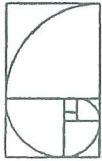
"NON-CANCELLABLE PURCHASE ORDER" MUST BE STATED ON ACTUAL PURCHASE ORDER.

DELIVERY REQUESTED ON: _____

(PLEASE FILL IN THE REQUESTED DELIVERY DATE ABOVE)

Customer Initial




QCP

 Quick Crete Products Corp.
 Established 1976

SOLD TO: 01-CTYCOMP

 CITY OF COMPTON
 GRANTS MANAGER
 205 SOUTH WILLOWBROOK AVENUE
 P.O. BOX 5118
 COMPTON, CA 90221

Confirm To: RENEA FARRELL

Phone: (310) 605-5576 Ext:

Fax: (310) 764-5897

Email Address: rferrell@comptoncity.org

Customer P.O.

Terms of Quotation

NET 30 / NON-CANCELLABLE P.O.

Price Quotation

Quote No. 0117122

Quote Date 4/3/2014

Revision Date 4/24/2014

SHIP TO: 0028

SIBRIE PARK

ADDRESS: _____

X-ST: _____

COMPTON, CA _____

Ship To Contact: RENEA FARRELL

Phone: Ext:

Fax:

Email Address:

Salesperson

SOUTHWEST LOS ANGELES

Item / Item Description
Qty
UM
Unit Price
Amount

When applicable, price includes delivery and offloading with Quick Crete's crane equipped truck. Placement, if not accessible with Quick Crete's crane truck, is required by others. Palletized products will be offloaded only. Customer will provide the necessary equipment for offloading shipments requiring the use of flatbed common carriers. Customer is responsible for supplying one person to assist the driver. All installation and assembly are required by others. Customer must provide any and all necessary permits. Deliveries are made "RAIN" or "SHINE". Customer shall be responsible for count, model numbers, and/or specifications on all written or verbal quotations by Quick Crete Products Corp. Quick Crete Products Corp. reserves the right to change price if quantity changes. Taxes, fees, and special handling charges associated with customs and international trade are the responsibility of others.

Quick Crete Products Corp. is a material supplier, not a contractor. If rescheduling delivery is necessary, customers must notify Quick Crete Products Corp. at least 72 hours prior to delivery to avoid penalty. Failure to do so may require the customer to pay a restocking fee of 10% of the total order.

This price quote expires on June 24, 2014

Plus Any Other Applicable Taxes. For Accounting inquiries or lien releases, please send your fax to (951) 734-8154. Please issue all purchase orders to Quick Crete Products Corp.

P.O. Box 639, Norco, CA 92860

The above Price Quotation is subject to the Terms and Conditions contained on the following page, and are part of this Agreement. Customer acknowledges that the Terms and Conditions have been read and approved. Credit terms subject to change pending account verification.

Net Amount:	3,012.00
Sales Tax:	271.08
Total Amount (USD):	3,283.08

#13.



QCP

Quick Crete Products Corp
Established 1976

SOLD TO: 01-CTYCOMP

CITY OF COMPTON
GRANTS MANAGER
205 SOUTH WILLOWBROOK AVENUE
P.O. BOX 5118
COMPTON, CA 90221

Confirm To: RENEA FARRELL

Phone: (310) 605-5576 Ext:

Email Address: rferrell@comptoncity.org

Customer P.O.

Fax: (310) 764-5897

Terms of Quotation

NET 30 / NON-CANCELLABLE P.O.

Salesperson

SOUTHWEST LOS ANGELES

Item / Item Description

Qty

UM

Unit Price

Amount

TERMS & CONDITIONS

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Cynthia Chavez

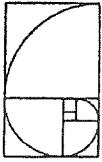
04/24/2014

Quick Crete Products Corp.

Date

Customer Authorization

Date



QCP

Quick Crete Products Corp.
Established 1978

SOLD TO: 01-CITYCOMP

CITY OF COMPTON
GRANTS MANAGER
205 SOUTH WILLOWBROOK AVENUE
P.O. BOX 5118
COMPTON, CA 90221

Confirm To: RENEA FARRELL

Phone: (310) 605-5576 Ext:

Email Address: rferrell@comptoncity.org

Customer P.O.

Fax: (310) 764-5897

Terms of Quotation

NET 30 / NON-CANCELLABLE P.O.

Price Quotation

Quote No. 0117125

Quote Date 4/24/2014

SHIP TO: 0029

WILSON PARK

ADDRESS: _____

X-ST: _____

COMPTON, CA _____

Ship To Contact: RENEA FARRELL

Phone: Ext: _____

Email Address: _____

Fax: _____

Salesperson

SOUTHWEST LOS ANGELES

Item / Item Description	Qty	UM	Unit Price	Amount
QLMR72PT 72"L. X 72"W. ONE PIECE RECTANGLE PICNIC TABLE. C1-NATURAL, GREY, T-_____, STANDARD GLOSS SEALER.	3.00	EACH	879.00	2,637.00
TEXTURE ONLY AVAILABLE IN T1-SMOOTH, T2-LIGHT SANDBLAST OR T7-ACID ETCH				
QLMR96PT 96"L. X 72"W. ONE PIECE RECTANGLE PICNIC TABLE. C1-NATURAL GREY, T-_____, STANDARD GLOSS SEALER.	1.00	EACH	1,044.00	1,044.00
TEXTURE ONLY AVAILABLE IN T1-SMOOTH, T2-LIGHT SANDBLAST OR T7-ACID ETCH				
QCBQ1824FPC 18" W. X 46" L. BBQ COMPLETE UNIT W/FOOD PREP CENTER C-_____, STANDARD GLOSS SEALER.	2.00	EACH	1,004.00	2,008.00
BBQGRILL18X24 18"W X 24L "X 10"HT BBQ GRILL N-24	2.00	EACH	Included in the above price	
QCBQFPC 22" SQ CONCRETE FOOD PREP TABLE TOP	2.00	EACH	Included in the above price	
QCBQPOST 12"DIA X 30"HT CONCRETE POST FOR BBQ/FOOD PREP TABLE. INCLUDE ANCHOR BOLTS	4.00	EACH	Included in the above price	
Z1/2131HEX 1/2" X 1"L PLATED HEX HEAD BOL	6.00	EACH	Included in the above price	
Z1/21341/2HEXBL 1/2" X 4 1/2"L BLACK HEX HEAD ANCHOR BOLT	12.00	EACH	Included in the above price	
Z1/2FLATWASH 1/2" FLAT PLATED WASHERS	6.00	EACH	Included in the above price	
ZSIKAFLEX SIKAFLEX 1A TUBE-LIMESTONE	2.00	TUBE	Included in the above price	

Okay To Pay

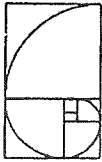
PLEASE NOTE:

QUICK CRETE'S STANDARD TEXTURE TO BE DETERMINED.

"NON-CANCELLABLE PURCHASE ORDER" MUST BE STATED ON ACTUAL PURCHASE ORDER.

Customer Initial

#13.



QCP

Quick Crete Products Corp.
Established 1976

SOLD TO: 01-CTYCOMP

CITY OF COMPTON
GRANTS MANAGER
205 SOUTH WILLOWBROOK AVENUE
P.O. BOX 5118
COMPTON, CA 90221

Confirm To: RENEA FARRELL

Phone: (310) 605-5576 Ext:

Fax: (310) 764-5897

Email Address: rferrell@comptoncity.org

Customer P.O.

Terms of Quotation

NET 30 / NON-CANCELLABLE P.O.

Price Quotation

Quote No. 0117125

Quote Date 4/24/2014

SHIP TO: 0029

WILSON PARK

ADDRESS: _____

X-ST: _____

COMPTON, CA _____

Ship To Contact: RENEA FARRELL

Phone: Ext:

Fax:

Email Address:

Salesperson

SOUTHWEST LOS ANGELES

Item / Item Description

Qty

UM

Unit Price

Amount

DELIVERY REQUESTED ON: _____

(PLEASE FILL IN THE REQUESTED DELIVERY DATE ABOVE)

When applicable, price includes delivery and offloading with Quick Crete's crane equipped truck. Placement, if not accessible with Quick Crete's crane truck, is required by others. Palletized products will be offloaded only. Customer will provide the necessary equipment for offloading shipments requiring the use of flatbed common carriers. Customer is responsible for supplying one person to assist the driver. All installation and assembly are required by others. Customer must provide any and all necessary permits. Deliveries are made "RAIN" or "SHINE". Customer shall be responsible for count, model numbers, and/or specifications on all written or verbal quotations by Quick Crete Products Corp. Quick Crete Products Corp. reserves the right to change price if quantity changes. Taxes, fees, and special handling charges associated with customs and international trade are the responsibility of others.

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This price quote expires on June 24, 2014

Plus Any Other Applicable Taxes. For Accounting inquiries or lien releases, please send your fax to (951) 734-8154. Please issue all purchase orders to Quick Crete Products Corp.

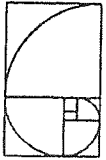
P.O. Box 639, Norco, CA 92860

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Net Amount: 5,689.00

Sales Tax: 512.02

Total Amount (USD): 6,201.02



QCP

Quick Crete Products Corp.
Established 1976

Price Quotation

Quote No. 0117125
Quote Date 4/24/2014

SOLD TO: 01-CTYCOMP

CITY OF COMPTON
GRANTS MANAGER
205 SOUTH WILLOWBROOK AVENUE
P.O. BOX 5118
COMPTON, CA 90221

Confirm To: RENE FARRELL

Phone: (310) 605-5576 Ext:

Email Address: rferrell@comptoncity.org

Customer P.O.

Fax: (310) 764-5897

SHIP TO: 0029

WILSON PARK

ADDRESS:

X-ST:

COMPTON, CA

Ship To Contact: RENE FARRELL

Phone: Ext:

Email Address:

Fax:

Terms of Quotation

NET 30 / NON-CANCELLABLE P.O.

Salesperson

SOUTHWEST LOS ANGELES

Item / Item Description	Qty	UM	Unit Price	Amount
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TERMS & CONDITIONS

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Cynthia Chavez

04/24/2014

Quick Crete Products Corp.

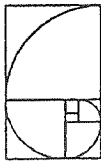
Date

Customer Authorization

Date

Customer Initial





QCP

Quick Crete Products Corp.
Established 1978

SOLD TO: 01-CTYCOMP

CITY OF COMPTON
COMPTON CONTROLLER
205 SOUTH WILLOWBROOK AVENUE
P.O. BOX 5118
COMPTON, CA 90221

Confirm To: RENEA FARRELL
Phone: (310) 605-5576 Ext: Fax: (310) 764-5897
Email Address: rferrell@comptoncity.org

Customer P.O.

Terms of Quotation
NET 30 / NON-CANCELLABLE P.O.

Price Quotation

Quote No. 0117455
Quote Date 4/24/2014

SHIP TO: 0031

OLYMPIC PARK

ADDRESS: _____

X-ST: _____

COMPTON, CA _____

Ship To Contact: RENEA FARRELL

Phone: Ext: _____

Email Address: _____

Fax: _____

Salesperson

SOUTHWEST LOS ANGELES

Item / Item Description	Qty	UM	Unit Price	Amount
Q1AV78B 78" L. PRECAST CONCRETE ADENVILLE SERIES BENCH C-_____, T-_____, STANDARD GLOSS SEALER. INCLUDES ANCHOR BOLTS. **QUICK CRETE RECOMMENDS ANCHORING WITH BOLTS. ***TEXTURE ONLY AVAILABLE IN T1-SMOOTH, T2-LIGHT SANDBLAST OR T7-ACID ETCH**	8.00	EACH	1,320.00	10,560.00
Z1/21341/2HEXBL 1/2" X 4 1/2" L BLACK HEX HEAD ANCHOR BOLT	32.00	EACH	Included in the above price	
QRCAL2436WA19 24"DIA X 36"HT CALIFORNIA SERIES WASTE CONTAINER. C-_____, T-_____, STANDARD GLOSS SEALER.	6.00	EACH	491.00	2,946.00
LID-A19/BLK 19 5/8" O.D. X 12" I.D. ROUND BLACK STEEL FUNNEL LID W/SECURITY CABLE & BOLT.	6.00	EACH	Included in the above price	
QRPL27A 17"TOP X 15"BOTTOM X 27"HT ROUND 23 GALLON PLASTIC LINER	6.00	EACH	Included in the above price	
QLMR102PTADA 102"L. X 72"W. ONE PIECE PICNIC TABLE W/HANDICAP ACCESS ON (2) SIDES. C-_____, T-_____, STANDARD GLOSS SEALER. ***TEXTURE ONLY AVAILABLE IN T1-SMOOTH, T2-LIGHT SANDBLAST OR T7-ACID ETCH**	2.00	EACH	1,012.00	2,024.00
QLMR72PT 72"L. X 72"W. ONE PIECE RECTANGLE PICNIC TABLE. C-_____, T-_____, STANDADR GLOSS SEALER. ***TEXTURE ONLY AVAILABLE IN T1-SMOOTH, T2-LIGHT SANDBLAST OR T7-ACID ETCH**	6.00	EACH	879.00	5,274.00

PLEASE NOTE:

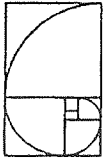
QUICK CRETE'S STANDARD COLOR AND TEXTURE TO BE DETERMINED. PREMIUM COLOR, CUSTOM COLOR, SPECIALTY FINISH, FAUX FINISH AND COLORBURST GLAZE ARE AVAILABLE AT AN ADDITIONAL FEE.

"NON-CANCELLABLE PURCHASE ORDER" MUST BE STATED ON ACTUAL PURCHASE ORDER.

DELIVERY REQUESTED ON: _____
(PLEASE FILL IN THE REQUESTED DELIVERY DATE ABOVE)

Customer Initial




QCP

 Quick Crete Products Corp.
 Established 1976

SOLD TO: 01-CTYCOMP

 CITY OF COMPTON
 COMPTON CONTROLLER
 205 SOUTH WILLOWBROOK AVENUE
 P.O. BOX 5118
 COMPTON, CA 90221

Confirm To: RENEA FARRELL

Phone: (310) 605-5576 Ext:

Email Address: rferrell@comptoncity.org

Customer P.O.

Fax: (310) 764-5897

Terms of Quotation

NET 30 / NON-CANCELLABLE P.O.

Price Quotation

Quote No. 0117455

Quote Date 4/24/2014

SHIP TO: 0031

OLYMPIC PARK

ADDRESS:

X-ST:

COMPTON, CA

Ship To Contact: RENEA FARRELL

Phone: Ext:

Email Address:

Fax:

Salesperson

SOUTHWEST LOS ANGELES

Item / Item Description
Qty
UM
Unit Price
Amount

When applicable, price includes delivery and offloading with Quick Crete's crane equipped truck. Placement, if not accessible with Quick Crete's crane truck, is required by others. Palletized products will be offloaded only. Customer will provide the necessary equipment for offloading shipments requiring the use of flatbed common carriers. Customer is responsible for supplying one person to assist the driver. All installation and assembly are required by others. Customer must provide any and all necessary permits. Deliveries are made "RAIN" or "SHINE". Customer shall be responsible for count, model numbers, and/or specifications on all written or verbal quotations by Quick Crete Products Corp. Quick Crete Products Corp. reserves the right to change price if quantity changes. Taxes, fees, and special handling charges associated with customs and international trade are the responsibility of others.

Quick Crete Products Corp. is a material supplier, not a contractor. If rescheduling delivery is necessary, customers must notify Quick Crete Products Corp. at least 72 hours prior to delivery to avoid penalty. Failure to do so may require the customer to pay a restocking fee of 10% of the total order.

This price quote expires on June 24, 2014

Plus Any Other Applicable Taxes. For Accounting inquiries or lien releases, please send your fax to (951) 734-8154. Please issue all purchase orders to Quick Crete Products Corp.

P.O. Box 639, Norco, CA 92860

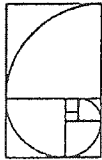
The above Price Quotation is subject to the Terms and Conditions contained on the following page, and are part of this Agreement. Customer acknowledges that the Terms and Conditions have been read and approved. Credit terms subject to change pending account verification.

Net Amount: 20,804.00

Sales Tax: 1,872.36

Total Amount (USD): 22,676.36

#13.



QCP

Quick Crete Products Corp.
Established 1978

Price Quotation

Quote No. 0117455
Quote Date 4/24/2014

SOLD TO: 01-CTYCOMP

CITY OF COMPTON
COMPTON CONTROLLER
205 SOUTH WILLOWBROOK AVENUE
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Terms of Quotation

NET 30 / NON-CANCELLABLE P.O.

SHIP TO: 0031

OLYMPIC PARK

ADDRESS: _____

X-ST: _____

COMPTON, CA _____

Ship To Contact: RENEA FARRELL

Phone: Ext:

Fax:

Email Address:

Salesperson

SOUTHWEST LOS ANGELES

Item / Item Description

Qty

UM

Unit Price

Amount

TERMS & CONDITIONS

QUICK CRETE PRODUCTS PURCHASED NEW ARE GUARANTEED FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, UNDER NORMAL USE, FOR A PERIOD OF ONE YEAR FROM THE ORIGINAL DATE OF DELIVERY. DAMAGE INCURRED FROM VANDALISM AND ACTS OF GOD ARE NOT COVERED. REPLACEMENT AND REPAIR SHALL BE AT THE DISCRETION OF QUICK CRETE PRODUCTS CORP. QUICK CRETE SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR LOSS OF PROPERTY, LOSS OF USE, LOSS OF SAVINGS, LOSS OF PROFITS, INSTALLATION CHARGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE MATERIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY; EVEN IF QUICK CRETE OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS AND/OR DAMAGES.

In the event of a claim for defective goods, Quick Crete shall be allowed to inspect such materials or upon request shall be furnished a sample of such materials. Goods claimed to be defective shall not be returned without Quick Crete's written prior-authorization, Quick Crete is only liable to replace, or credit you, at Quick Crete's option, for defective materials. Where you are to inspect as a condition of purchase, you shall be responsible for any charges for inspection, analysis or tests.

Quick Crete shall not be liable for its failure to perform due to strikes, labor difficulties, judicial action, fire, flood, war, sabotage, riot, breakdowns or failure of plant or equipment, delays in or lack of transportation, government allocations, delays of supplies or unavailability of material or any other cause beyond Quick Crete's control. If Quick Crete, in its discretion, determines that its performance would result in Quick Crete's incurring a loss because of causes beyond Quick Crete's control, Quick Crete may terminate this agreement, without penalty or obligation to you.

Shipments and deliveries shall be subject to approval of Quick Crete's credit department. Quick Crete reserves the right to demand you give a security interest in your inventory to Quick Crete before making any shipment to you that is not COD. If you fail to fulfill the terms of payment, Quick Crete may defer further shipments or may at its option cancel any unshipped balance. No failure of Quick Crete to exercise any right accruing from any default by you shall impair Quick Crete's rights in the event you subsequently default. In the event Quick Crete has a security interest in your inventory, this invoice shall become a demand notice.

Quick Crete shall retain title of the goods sold until the goods are paid for in full. If payment is not made when due, Quick Crete may, at its option and without notice, enter the premises where the goods may be located and repossess the goods. This reservation of title in Quick Crete and the right to repossess shall be in addition to any and all other remedies Quick Crete may have under law or equity. Any and all of the above mentioned remedies may be used at the same time and the use of any of these shall not constitute a waiver of the right to use any other available remedies.

This transaction shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. The parties expressly consent to be subject to the exclusive jurisdiction of the California State courts. The parties agree that receipt of an order in Riverside County constitutes performance, and that Riverside County, Corona Court is the proper venue.

You agree your acknowledgement on the bottom of this page shall constitute your acceptance of the terms and conditions contained herein and/or referred to in Quick Crete's Price Quotation. You agree to pay within the terms specified on the invoice/price quotation. Any delinquent account will bear interest at 2% per month, or 24% per year. You agree to pay all reasonable collection costs and attorney's fees incurred in collection of this account.

Any excises, levies or taxes which Quick Crete may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the material covered hereby shall be your responsibility, and you agree to pay the amount thereof to Quick Crete.

The above Terms and Conditions represent the entire agreement between Quick Crete and the customer with respect to the sale of goods supplied hereunder and cannot be modified except by a new written contract signed by both Quick Crete and the customer. By signing below, customer agrees to be contractually bound for the above mentioned products and / or services.

Cynthia Chavez

04/24/2014

Quick Crete Products Corp.

Date

Customer Authorization

Date


Customer Initial



RESTROOM FACILITIES LTD.

1707 COLT CIRCLE
MARBLE FALLS, TX 78654

INVOICE

Invoice Number: 4030
Invoice Date: Apr 24, 2014
Page: 1

Voice: 512-222-5454
Fax: 512-222-3154

Bill To:
CITY OF COMPTON, CALIFORNIA 205 SOUTH WILLOWBROOK AVE COMPTON, CA 90220

Ship to:
1430-CITY OF COMPTON

Customer ID	Customer PO	Payment Terms	
1430-CITY OF COMPTON		Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
2HAC2010	DEL/P.U.		4/25/14

Quantity	Item	Description	Unit Price	Amount
1.00		RFL MODEL #B202	92,398.00	92,398.00
		Okay To Pay Paid By  V# 10007881 P.O. # 50675 F A/C # 280084B/464262 A/C # 		
Subtotal				92,398.00
Sales Tax				
Total Invoice Amount				92,398.00
Payment/Credit Applied				
TOTAL				92,398.00

Check/Credit Memo No:

Check/Credit Memo No:

