NOTICE

COMPTON CITY COUNCIL
AGENDA
Tuesday, January 06, 2015
3:30 PM

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. CERTIFICATE PRESENTATION - HONORING COMPTON FIREFIGHTERS WHO SUSTAINED INJURIES IN THE LINE OF DUTY ON DECEMBER 28, 2014: FIREFIGHTERS J. WILSON, J. MAGDALENO, AND W. SIERRA; CAPTAINS J. HENDERSON AND S. HOPPER **(Mayor Aja Brown)**

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

2. DECEMBER 9, 2014
   DECEMBER 16, 2014

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

3. INVESTMENT REPORT - October 2014 **(Receive/File)**

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

4. A MINUTE MOTION TO INCLUDE MISCELLANEOUS AND UNREPRESENTED EMPLOYEES WITH THE CITY'S 2014 PERSONAL HOLIDAY LEAVE SCHEDULE CONSISTENT WITH PERSONNEL RULE 7.5A(5). (See also Resolution No. 24,062, Section 8)

CITY ATTORNEY'S REPORTS

CLOSED SESSION

5. CONFERENCE WITH LEGAL COUNSEL - PENDING LITIGATION
   Bradford v. City of Compton, LASC Case Number TC26769
   California Government Code Section 54956.9(a)

6. PUBLIC EMPLOYMENT APPOINTMENT
   Title: City Manager
   Pursuant to California Government Code Section 54957(b)

UNFINISHED BUSINESS

NEW BUSINESS

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF $43,154.60 FOR PAYMENT OF THE ANNUAL FEES TO THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS FOR CONTINUED ADMINISTRATION OF THE CITY'S WORKERS' COMPENSATION SELF-INSURANCE PROGRAM

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO CARMENITA TRUCK CENTER FOR FIRE DEPARTMENT VEHICLE MAINTENANCE AND REPAIRS ($40,000)

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE SERVICE AGREEMENT WITH AIRBUS DS COMMUNICATIONS, INC. FOR A THREE YEAR TERM FOR PROVISION OF THE CITY'S EMERGENCY TELEPHONE MASS NOTIFICATION SYSTEM AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF $29,500

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN EMPLOYMENT AGREEMENT WITH JOHNNY FORD TO SERVE AS CITY MANAGER OF THE CITY OF COMPTON

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, January 13, 2015 @ 5:45 PM.

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DECEMBER 9, 2014

The Public Finance Authority meeting was called to order at 5:57 p.m. in the Council Chambers of City Hall by Chairperson Aja Brown.

ROLL CALL

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

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

PUBLIC COMMENTS ON AGENDA AND NON-AGENDA ITEMS

Robert Ray, Compton resident, petitioned the Directors of the Board to deny the Executive Secretary's weekly proposals for consultant contracts in light of the current $42M deficit.

Lynn Boone, Compton resident, maintained that the City has an agreement, not a contract with the Sheriffs' Department per the results of the 2013 election. She went on to publicly request that all donations and contributions for the Christmas parade be brought before the City Council to be presented to the citizens to determine whether or not the event is fully paid for. She also requested that donations and contributions collected by Chairperson Brown on behalf of the City of Compton be brought before this Body. She further spoke in opposition to Item No. 13 on the council agenda because MDG Consultants invoiced $30,000 in 2012, $71,500 in 2013, and $125,000 in 2014. Moreover, she maintained that the duties performed by this consulting firm match the duties performed by the grants manager.

APPROVAL OF MINUTES

1. NOVEMBER 25, 2014

On motion by Zurita, seconded by Galvan, the minutes were approved, by the following vote on roll call:

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

AUTHORITY EXECUTIVE SECRETARY REPORTS

2. AN UPDATE REPORT OF THE PUBLIC FINANCE AUTHORITY LEASE REVENUE BONDS SERIES 2008

#2.

On motion by Zurita, seconded by Galvan, an updated report of the Public Finance Authority Lease Revenue Bonds Series 2008 was received and filed, by the following vote on roll call:

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

3. A REPORT OF THE CITY OF COMPTON 2014/2015 TAX AND REVENUE ANTICIPATION NOTES

On motion by Zurita, seconded by Galvan, a report of the City of Compton 2014/2015 Tax And Revenue Anticipation Notes was received and filed, by the following vote on roll call:

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

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS - There was no New Business.

DIRECTOR COMMENTS

Director Zurita offered the following communications/announcements:

- Asked the Executive Secretary if the relocation of the homeless community is a direct result of the City's homeless services program.
    - **Executive Secretary Duffey** stated that he did not have that information available at this time; however he noted that the City's partners continue to do outreach and provide access and options to the homeless community.
- Directed the Executive Secretary to provide a list of the pickup and drop-off locations next week.

Director Galvan offered the following communications/announcements:

- Assured Ms. Boone that he would provide a record of the funding sources for the Christmas parade next week.
- Agreed with Mr. Ray's concerns regarding the City's lack of funding for certain expenditures.
- Articulated the importance of this Body bonding together to stop the recent influx of consultant contracts on the agenda.

- Agreed that the least the City could do is lighten the mood and invoke the Christmas spirit for the citizens of Compton.

ADJOURNMENT

On motion by Zurita, seconded by Galvan, the meeting was adjourned at 6:05 p.m., by the following vote on roll call:

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

______________________________ ______________________________

Clerk of the Public Finance Authority **Chairperson of the Public Finance Authority**

DECEMBER 16, 2014

The City Council meeting was called to order at 3:50 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremony was led by Mayor Aja Brown.

ROLL CALL

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

Other Officials Present: **C. Cornwell, A. Godwin, J. Ford**

INTRODUCTION OF SPECIAL GUESTS

Assemblyman Mike Gipson offered a Word of Prayer and greeted the citizens with targeted objectives to address quality of life issues such as Cal Grants and Compton Community College.

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PRESENTATION - BUSINESS OF THE MONTH - Salon Brandy and B&B Pallet Company - Councilman Isaac Galvan (Presentation made)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, petitioned the City Council to vote "no" on Item No. 8 because it supports a reduction in penalties for certain crimes. He also requested a “no” vote on Item Nos. 10 & 11, insisting there is no need to spend so much money on consultants and surveys. He further asked that members of the City Council address rumors of Wal-Mart occupying the Compton Swapmeet building.

Mayor Brown assured Mr. Ray that the City is working diligently to subdivide the Compton Swapmeet building.

Brenda Postelle, Compton resident, commended Councilperson Zurita and City Manager Ford for their efforts to remedy a situation for the seniors at the Dollarhide Community Center.

Willie Colvin, Compton resident, asked that code enforcement address the tree roots emerging from the concrete on Clymar Street near Alondra Boulevard. He went on to question why school officials would allow security guards to carry AR-14 rifles on campus. He also asked that code enforcement officers address a ditch of rotted plywood and broken water pipes near his neighbor’s house.

Herbert Arceneaux, Compton resident, complimented Alex on the success of the Christmas holiday event hosted at a nearby Richland Farms community park. He went on to state that his neighbor's house was burglarized a couple of weeks ago because of a broken street light in front of his house. He asked that the City consider conducting a survey on the impact that street lights have on the safety of the community starting on Tichenor Street. He also asked that the City comment on the water meter issue and its effects on resident.

Kingsley Jones, Compton resident, invited the community to participate in CCUNAT's community forums held every third Saturday and on January 31, 2015 there will be a Human Trafficking Symposium held at Holy Chapel Missionary Baptist Church, located at 1016 E. Rosecrans Avenue, Compton, Ca.

Dino, Compton resident, petitioned the City Council to address the racist symbols and writings on Martin Luther King Jr. monuments. He also asked that this Body address ongoing acts of police brutality and gun violence.

#2.

Benjamin Holifield, Compton resident, petitioned the City to create and establish job opportunities for the youth as a means to addressing gang violence. He commented on the success of this year's Christmas parade and asked that any planning and preparations for next year's Christmas parade begin now. He complimented Councilperson Galvan for recognizing the business community and asked that a "City of Compton" sign be posted alongside the Gateway Plaza sign near the 91 Freeway.

Michael Turner, Compton resident, insisted that inferences made a few weeks ago regarding the parking violation he received months ago were invalid. He affirmed that he was not found guilty and that the City Attorney's Office may have won the battle but they lost the war because he will not pay the violation. He went on to announce Omar Bradley as the new president of the NAACP Compton branch as of January 1, 2015 and advised anyone with doubts to call the NAACP national hotline.

Joyce Kelly, Compton resident, thanked Councilperson Zurita and Councilperson Galvan for supporting her family during the loss of a loved one. She also asked that the City Council address the Compton Swapmeet's 99-year lease. She further asked that the Renaissance bus system, food service and lack of parking at the Dollarhide Community Center be addressed.

Councilperson Galvan directed the City Manager to investigate whether or not senior citizens have to pay for food when participating in community events.

Councilperson Zurita assured Councilperson Galvan that the issue has already been addressed.

Mayor Brown asked the City Manager to report back next week on the issue and remedy.

Lynn Boone, Compton resident, questioned if this City Council knows anything about the City's street maintenance projects because every week a new consultant is introduced and presented as part of the street maintenance project. She went on to advise them to remove Item No. 12 because all districts are not equally represented in the gang prevention and intervention program.

Mayor Brown clarified that Item No. 12 is a proposal to fund the establishment of a citywide gang prevention and intervention program.

WORKSHOPS - COMMUNITY BENEFITS AGREEMENT AND DEVELOPMENT AGREEMENTS (RESCHEDULED)

CONSENT AGENDA

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

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

APPROVAL OF MINUTES

2. DECEMBER 2, 2014 **(Approved)**

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

3. STATUS REPORT OF THE 2014 STREET RESURFACING PROJECT CIP# 14- 1 **(Received/Filed)**

4. CLAIMS AGAINST THE CITY:
Vartan Choukadarian - I-8721/LI0000417A
Aaliyah Camp - I-8726/LI0000424A **(Claims Denied)**

#2.

CITY MANAGER

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION 23,971 AND ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2014-2015 **(Resolution # 24,062)**

END CONSENT AGENDA

REGULAR AGENDA

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

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

APPOINTMENT TO BLOCK CLUB COMMISSION and PERSONNEL BOARD

Councilperson Zurita nominated LaShone Island to the Block Club Commission.

It was motioned by Galvan, seconded by Jones, to appoint **LaShone Island** to the Block Club Commission, by the following vote on roll call:

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

Councilperson Zurita motioned to nominate Angela Lee to the Personnel Board.

Mayor Brown nominated Charlene Anderson to the Personnel Board to ensure experienced leadership and continuity.

On motion by Jones, seconded by Brown, **Charlene Anderson** was appointed to the Personnel Board, by the following vote on roll call:

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

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

CITY ATTORNEY'S REPORTS

CLOSED SESSION

7. CONFERENCE WITH LABOR NEGOTIATOR
Agency Designated Representatives: City Attorney
Unrepresented Employee: City Manager
Pursuant to California Government Code Section 54957.6

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

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

UNFINISHED BUSINESS - There was no Unfinished Business.

#2.

NEW BUSINESS

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING CALIFORNIA PROPOSITION 47 ("THE SAFE NEIGHBORHOOD AND SCHOOLS ACT") TO REDUCE THE PENALTIES FOR CERTAIN NON-SERIOUS AND NON-VIOLENT PROPERTY AND DRUG CRIMES AND INVEST IN CRIME PREVENTION PROGRAMS

On motion by Zurita, seconded by Jones, **Resolution #24,063** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING CALIFORNIA PROPOSITION 47 ("THE SAFE NEIGHBORHOOD AND SCHOOLS ACT") TO REDUCE THE PENALTIES FOR CERTAIN NON-SERIOUS AND NON-VIOLENT PROPERTY AND DRUG CRIMES AND INVEST IN CRIME PREVENTION PROGRAMS"** was approved, by the following vote on roll call:

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

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT'S 2014 - 2015 FISCAL YEAR BUDGET, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO COPP CONTRACTING, INC. FOR THE STREET REHABILITATION PROJECT CDBG 13-02

Mike Kashuwagi, contract representative with the City's Public Works Municipal Utilities Department, petitioned the City Manager to enter into a contract with and issue a purchase order to COPP Contracting, Inc. for $2,091,073 in Community Development Block Grant 13-02 Street Rehabilitation project funds as part of a major pavement rehabilitation and restoration program initiated earlier this Spring.

(Images of the streets to be rehabilitated are available in the Public Works Municipal Utilities Department)

The Street Rehabilitation Project CDBG 13-02 provides necessary improvements to approximately 5.5 miles of streets within Community Development Block Grant (CDBG) areas throughout the City of Compton. Specific improvements include removal and replacement of failed pavement sections, placement of 2 inch thick asphalt overlays across the entire street cross-section, removal and replacement of damaged curbs, gutters and sidewalks, and removal and replacement of existing neighborhood traffic calming devices. In addition, handicap ramps will be re-constructed to current standards, existing roadway signing and striping will be removed and replaced, and affected utility covers will be adjusted to match new pavement elevations.

The City of Compton Street Rehabilitation Project CDBG 13-02 was advertised for bid on October 28, 2014. Bids were received and opened on November 25, 2014. Five bids were received as follows:

<u>Contractors Amount</u>

COPP Contracting, Inc. - $2,091,073.36
All American Asphalt - $2,765,004.00
Sully Miller Construction - $2,696,870.65
Shawnan - $3,243,063.00
Palp dba Excel Paving - $2,429,145.95

Based upon bids received and review of submitted bid documents, it has been determined that COPP Contracting Inc. submitted the lowest responsive bid. Accordingly, staff recommends City Council award the construction contract to COPP Contracting Inc. in the amount of $2,091,073.36.

STATEMENT OF THE ISSUE

In order to amend the Public Works/Municipal Utilities 2013-2014 Fiscal Year budget, authorize the City Manager to enter into a contract and issue a purchase order with COPP Contracting Inc., City Council approval is necessary. The project schedule is estimated to begin March 2015.

FISCAL IMPACT

In total there will be $1,800,511.50 available in this year's 2014-2015 budget, however, the remaining balance of $290,561.86 plus $209,100 for contingency (if needed) will be paid out of next year's budget (FY 2015-2016) from Non-Public Service CDBG funds.

On an annual basis, the City sets aside a minimum of $600,000 for Residential Street Projects. Once next year's HUD allocation is approved by City Council in May/June 2015 the funds will be made available in the City's FY 2015-2016 budget under the Public Works Budget.

The total awarded contract will be $2,091,073.36 to be paid out of two fiscal year budgets, FY 2014-2015 and FY 2015-2016. In addition, Staff recommends a ten percent (10%) contingency in the amount of $209,100 for any unforeseen costs.

Mayor Brown asked the City Manager to provide a follow up presentation on behalf of the residents so that they will be aware of job opportunities and when they can expect to see improvements.

On motion by Zurita, seconded by Jones, **Resolution # 24,064** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT'S 2014 - 2015 FISCAL YEAR BUDGET, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO COPP CONTRACTING, INC. FOR THE STREET REHABILITATION PROJECT CDBG 13-02"** was approved, by the following vote on roll call:

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

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH JMDIAZ, INC. FOR THE CENTRAL AVENUE STREET CORRIDOR TRANSPORTATION STUDY AND CONCEPTUAL DESIGN PLANS AND ISSUE A PURCHASE ORDER FOR AN AMOUNT NOT TO EXCEED $250,216.85

Mike Kashuwagi, contract staff working with the City's Public Works Municipal Utilities Department, petitioned the City Manager to enter into a professional engineering services agreement with JMDiaz, Inc. ("JMD") for the Central Avenue Street Corridor Transportation Study and Conceptual Design Plans and issuance of a purchase order in an amount not-to-exceed $250,216.85.

BACKGROUND

In September 2014, the City of Compton issued a Request for Proposal (RFP) for professional engineering services to perform a transportation study and develop conceptual design plans for the Central Avenue Street Corridor within the City of Compton. The primary purpose for this study and development of conceptual design plans is to provide engineering analysis and data necessary to effectively compete for competitive transportation grant funding.

The recent update to the City of Compton's Pavement Management Program identified that over 90% of street pavement sections along Central Avenue were in very poor condition. Although there are numerous Regional, State, and Federal transportation grant opportunities, competitive grants are generally not available to address street maintenance needs.

#2.

Accordingly, the purpose of the Central Avenue Street Corridor Transportation Study is to evaluate transportation needs within the corridor which are eligible for competitive transportation grants in order to leverage City street maintenance funds to more cost effectively improve Central Avenue street pavement conditions. Transportation needs to be evaluated include:

- Traffic safety/accident review and analysis
- Vehicular capacity and level of service analysis
- Bicycle and pedestrian accessibility and safety
- Safe routes to school
- Transit enhancement/improvements
- Traffic signal optimization and synchronization
- Complete streets review and assessment
- Pavement rehabilitation needs
- Streetscape beautification

The project study area is located within the western portion of the City of Compton. The Central Avenue study corridor is approximately 3 miles in length bounded by Artesia Boulevard to the south and El Segundo Boulevard to the north. Central Avenue serves as a major north south arterial roadway which serves Compton as well as neighboring cities due to its connections to the Gardena Freeway (Hwy 91) on the south and Interstate 105 to the north. The general land use activity along the corridor includes regional commercial centers, industrial areas, residential communities, and several schools. Central Avenue is a 4-lane arterial with 2 lanes in each direction. Major portions of the corridor have raised landscaped medians. The primary purpose and focus of this study is to evaluate transportation needs and deficiencies in this key corridor and to provide engineering data and analysis required to effectively compete for competitive Regional, State, and Federal transportation funding opportunities focused on the development of safe, sustainable, integrated, efficient, and complete transportation systems. The Central Avenue Street Corridor Transportation Study and Conceptual Design Plans RFP were issued in late September 2014 with a due date of October 22, 2014. The RFP was widely advertised and available on the City's website for interested engineering consulting firms. Approximately 4 weeks was provided for consultants to respond.

Proposals were received from five engineering firms:

- APA Engineering
- BKF
- JMDiaz, Inc.
- Transpo Group
- W2 Design

All proposals were reviewed and ranked by a committee consisting of the City of Compton's Assistant City Engineer and two representatives from Interwest Consulting Group, who are serving in the capacity of contract staff for the City of Compton.

STATEMENT OF THE ISSUE

The primary purpose of the data collection and engineering analysis provided by the proposed scope of services is to improve the City of Compton's ability to more effectively pursue competitive transportation grant funding. Therefore, in order to retain the services of JMDiaz to provide professional engineering services, City Council authorization is necessary.

FISCAL IMPACT

Funds in the amount of $250,216.85 are available in the Public Works/Municipal Utilities Department's 2014-2015 Fiscal Year budget in Account No. 1900-710-000-4269 (Proposition C Funds).

Comments from members of the City Council include: gratitude in completing the pavement management study, identifying grant opportunities and the importance of strategic planning and shovel ready projects.

On motion by Zurita, seconded by Jones, **Resolution #24,065** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH JMDIAZ, INC. FOR THE CENTRAL AVENUE STREET CORRIDOR TRANSPORTATION STUDY AND CONCEPTUAL DESIGN PLANS AND ISSUE A PURCHASE ORDER FOR AN AMOUNT NOT TO EXCEED $250,216.85"** was approved, by the following vote on roll call:

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

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF IMS CONSULTANTS FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE STREET REHABILITATION PROJECT (CBDG #13-02) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT

On motion by Zurita, seconded by Jones, **Resolution # 24,066** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL OF IMS CONSULTANTS FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE STREET REHABILITATION PROJECT (CBDG #13-02) AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT"** was approved, by the following vote on roll call:

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

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING A CITY OPERATED GANG PREVENTION AND INTERVENTION PROGRAM

Mayor Brown made clear to residents that this resolution represents the City Council's support for investing grant funds into local gang intervention programs.

Councilperson Galvan invited local community organizations with an emphasis in gang intervention to apply for this grant funding opportunity.

Councilperson Zurita articulated concerns for qualified individuals and organizations being selected to work as well as additional discussions regarding program guidelines.

Mayor Brown assured Councilperson Zurita that all program guidelines would come back to the City Council for feedback and approval.

Councilperson Zurita asked if the proposed grant funds were appropriated for other project uses.

Mayor Brown indicated that the $50,000 in JAG funds is appropriated specifically for gang intervention and prevention activities.

Councilperson Zurita inquired about the amount of JAG monies spent on gang intervention activities this year.

On motion by Zurita, seconded by Galvan, **Resolution # 24,067** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING A CITY OPERATED GANG PREVENTION AND INTERVENTION PROGRAM"** was approved, by the following vote on roll call:

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

#2.

APPROVAL OF WARRANTS

13. Warrant #224570 - 11/26/14 - EC and AM Assoc. dba GK and Assoc. - City-Wide Traffic Signal Upgrade Project - $5,200.00 - Requested by: Public Works

    Warrant #224582 - 11/26/14 - General Pump Company Inc. - Repairs and Maintenance on Well #11 - $4,360.00 - Requested by City Manager

    Total Amount - $9,560.00

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

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

ORAL PRESENTATION - PARKS & RECREATION DEPARTMENT

Dr. Penn, Director of Parks and Recreation, complimented the members of the Planning Committee (Dale Holmes, Kim McKenzie, and Marvin Hunt) for their hard work and dedication in planning and executing the City of Compton's Christmas parade.

Dr. Penn and the committee members also presented plaques of appreciation to the members of the City Council, City Clerk Alita Godwin, City Attorney Craig Cornwell, and City Treasurer Douglas Sanders in recognition of their valued participation in the 62nd Annual City of Compton Christmas parade held Saturday, December 13, 2014.

COUNCIL COMMENTS

Councilperson Zurita offered a PowerPoint presentation on holiday safety tips.

- 1st Annual First District Holiday Party & Toy Giveaway will be held at 1 p.m. at Gonzales Park. For more information please call (310) 605-5510.

Meeting adjournment
Bryant DeRozan

Councilperson Galvan offered the following communications/announcements:

- Miracle on Oak Street Toy Giveaway will be held Thursday, December 18, 2014 from 5 p.m. to 9 p.m. at Cesar Chavez Park.

- Thanked the City Manager for immediately responding to and removing the graffiti on the wall across the street from Cesar Chavez Park.

- Music & Drama Christmas Concert will be held Friday, December 19, 2014 from 10 a.m. to 2 p.m. at the Dollarhide Community Center. The cost is $10 per person.

Councilperson Jones offered the following communications/announcements:

- Pizza Studio will be hosting their grand opening celebration Thursday, December 18, 2014 at 10:30 a.m. in the Gateway Towne Center.

- Hosted a real estate forum last week in the Council Chambers.

Meeting adjournments
Gladys Russell
Willie Johnson

Mayor Brown offered the following communications/announcements:

- Recognized former Assemblymember and speaker for the Latino Caucus Jose Salario as well as the producers of the Louder Than A Bomb performing arts program.

- Compton Empowered Life Skills training program will begin soon.

- Supervisor Mark Ridley Thomas will be hosting a Gifts for Guns event to be held Saturday, December 20, 2014 from 9 a.m. to 2 p.m. in the Ralphs parking lot.

- City of Compton Toy Giveaway will be held Saturday, December 20, 2014 beginning at 9 a.m. at the Dollarhide Community Center.

- Prayer for Peace will be held Monday, December 22, 2014 at 6:30 p.m. in front of the Martin Luther King Jr. monument.

- Leadership Breakfast will be held Saturday, January 10, 2014 at the Dollarhide Community Center from 8 a.m. to 10 a.m.

- City of Compton First-time Homebuyer's Program is funded and currently accepting applications! For more information please call (310) 605-5500.

***Councilperson Galvan exited the meeting at 6:00 p.m.**

- KCET Link and Union Bank is currently seeking nominations for the African American community Local Hero Award. For more information please go to www.kcet.org for a nomination form.

- Concurred with Councilperson Galvan concerning for the services the citizens have been receiving under the new management.

- Recognized City Manager Ford and city staff for responding to an inoperable street light in a matter of hours.

<u>MEETING RECESSED TO CLOSED SESSION</u>

On motion by Zurita, seconded by Jones, the meeting was recessed to closed session at 6:03 p.m., by the following vote on roll call:

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

The City Council meeting reconvened at 7:11 p.m.

ROLL CALL

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

<u>REPORT OUT OF CLOSED SESSION</u>

City Attorney Cornwell reported out that City Council met in closed session regarding Conference With Labor Negotiator, Agency Designated Representatives: City Attorney, Unrepresented Employee: City Manager pursuant to California Government Code Section 54957.6. No reportable action taken.

Councilperson Galvan directed City Manager Ford to provide an itemized expenditure report next week regarding the former City Manager G. H. Duffey discretionary funds budget over the last six months.

#2.

ADJOURNMENT

On motion by Zurita, seconded by Galvan, the meeting was adjourned at 7:12 p.m. in memory of **Gladys Russell**, **Bryant DeRozan**, and **Willie Johnson**, by the following vote on roll call:

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

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

#3.

DATE: JANUARY 6, 2015

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY TREASURER

SUBJECT: INVESTMENT REPORT

IN ORDER TO COMPLY WITH STATE LAW AND THE CITY'S INVESTMENT POLICY, THE ATTACHED REPORT ACCURATELY REFLECTS ALL POOLED INVESTMENTS HELD ON BEHALF OF THE CITY AND SUCCESSOR AGENCY AS OF OCTOBER 31, 2014.

DOUGLAS SANDERS
CITY TREASURER

#3.

CITY OF COMPTON
Portfolio Management
Portfolio Summary
October 31, 2014

City of Compton
205 S. Willowbrook Ave.
Compton, CA 90220
(310)605-5515

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Passbook/Checking Accounts -2	706,476.83	706,476.83	706,476.83	2.51	1	1	0.123	0.125
Local Agency Investment Funds	27,298,176.86	27,298,176.86	27,298,176.86	97.05	1	1	0.238	0.242
Managed Pool & Money Market Account	124,207.16	124,207.16	124,207.16	0.44	1	1	0.167	0.169
Investments	**28,128,860.85**	**28,128,860.85**	**28,128,860.85**	**100.00%**	**1**	**1**	**0.235**	**0.238**

Total Earnings	October 31 Month Ending	Fiscal Year To Date
Current Year	5,799.26	23,053.37
Average Daily Balance	**28,636,822.71**	**29,792,881.67**
Effective Rate of Return	**0.24%**	**0.23%**

This report reflects all pooled investments in conformity with the investment policy adopted by the City Council (Gov Code 53646(b) (3)). The monthly investment report must state the ability of the agency to meet its expenditure requirements for the next six months or provide an explanation of why sufficient cash funds may or may not be available. The investment program SHOULD provide sufficient cash to meet six months of estimated expenditures, there should be sufficient cash available. In July 2014 the City completed another TRAN's transaction of approximately $12 million, the balance of which is due in June 2015. As of October 31, 2014 the City had an estimated total in the General City Bank account plus LAIF accounts of $12.1 million. At the time of this report approximately $4.1 million in outstanding warrants to be paid to vendors. Our PERS balance as of this report is approximately $9.3 million. Interest rates continue to be very low due to the Fed Fund rate below ¼ of 1% or .25%. The City of Compton's next property tax revenue is in December 2014, with the majority going toward the reduction of the TRAN's. Our City over the last 2 ½ years has continued in meeting its obligations to the venders on payments, due to efforts of Management and The City Controller's Office as well as The Treasurer's Office the City has continued it's success. The pricing of securities is done by Union Bank and Interactive Data Services. Moody Investor Service rates the State Pool Accounts AAA.

Treasury Rates as of 10/31/14
3 month T-Bill @ 0.0050%
6 month T-Bill @ 0.0460%
1 year T-Bill @ 0.0910%

DOUGLAS SANDERS, CITY TREASURER

12/18/14

Reporting period 10/01/2014-10/31/2014

Run Date: 12/18/2014 - 14:49

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
October 31, 2014

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Passbook/Checking Accounts -2												
5007	5007	Family Self Sufficiency			400,996.74	400,996.74	400,996.74	0.090	0.089	0.090	1	
4000	4000	Neighborhood Improvement			305,480.09	305,480.09	305,480.09	0.170	0.168	0.170	1	
		Subtotal and Average	**706,404.49**		**706,476.83**	**706,476.83**	**706,476.83**		**0.123**	**0.125**	**1**	
Local Agency Investment Funds												
6000	6000	General City			5,665,082.93	5,665,082.93	5,665,082.93	0.242	0.238	0.242	1	
6011	6011	SA Low Cost Housing			177,358.41	177,358.41	177,358.41	0.242	0.238	0.242	1	
6029	6029	Measure R			3,009,462.14	3,009,462.14	3,009,462.14	0.242	0.238	0.242	1	
6019	6019	EDA Revolving Loan			436,554.90	436,554.90	436,554.90	0.242	0.238	0.242	1	
6002	6002	Prop C			5,091,698.48	5,091,698.48	5,091,698.48	0.242	0.238	0.242	1	
6030	6030	PROP A			1,317,206.65	1,317,206.65	1,317,206.65	0.242	0.238	0.242	1	
6027	6027	River Mountain Conservancy			11,760.07	11,760.07	11,760.07	0.242	0.238	0.242	1	
6007	6007	Successor Agency General			10,564.43	10,564.43	10,564.43	0.242	0.238	0.242	1	
6003	6003	Sewer Bond Proceeds			828,752.03	828,752.03	828,752.03	0.242	0.238	0.242	1	
6022	6022	Regional Park			2,741,468.65	2,741,468.65	2,741,468.65	0.242	0.238	0.242	1	
2100	6021	Retirement Fund			8,008,268.17	8,008,268.17	8,008,268.17	0.242	0.238	0.242	1	
		Subtotal and Average	**27,806,228.35**		**27,298,176.86**	**27,298,176.86**	**27,298,176.86**		**0.238**	**0.242**	**1**	
Managed Pool & Money Market Account												
5004	5004	Formal Assurance Prg Money Mkt			123,674.30	123,674.30	123,674.30	0.170	0.168	0.170	1	
5005	5005	Rental Rehab Prg Money Market			202.94	202.94	202.94	0.060	0.059	0.060	1	
5003	5003	Residential Rehab Money Market			329.92	329.92	329.92	0.040	0.039	0.040	1	
		Subtotal and Average	**124,189.87**		**124,207.16**	**124,207.16**	**124,207.16**		**0.167**	**0.169**	**1**	
		Total and Average	**28,636,822.71**		**28,128,860.85**	**28,128,860.85**	**28,128,860.85**		**0.235**	**0.238**	**1**	

#3.

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
OCTOBER 31, 2014

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BANK	1,290,225.00
1001	GENERAL CITY ACCOUNT	BANK OF THE WEST	7,311,025.56
1520	MEASURE R	BANK OF THE WEST	206,966.06
2000	PROP A	BANK OF THE WEST	271,730.97
4000	SA GENERAL	BANK OF THE WEST	1,205,922.38
2100	PERS	BANK OF THE WEST	946,577.35
1203	SA LOW COST HOUSING	BANK OF THE WEST	0.00
9203	PUBLIC FINANCE AUTHORITY	BANK OF THE WEST	179,145.40
1001	COC - REGIONAL PARK	BANK OF THE WEST	963.80
2820	COC - FAMILY SELF SUFFICIENCY	BANK OF THE WEST	400,996.74
2754-84-85	JTPA - CAREERLINK	BANK OF THE WEST	83,106.18
2805	HOME LOAN PROGRAM	BANK OF THE WEST	187,218.59
2818	SECTION 108 - HUD FUND	BANK OF THE WEST	2,364,561.90
1022	POLICE DRUG PROPERTY FORFEITURE	BANK OF THE WEST	3,184.06
5116	BOND SEWER CONSTRUCTION FUND	BANK OF THE WEST	8,328.40
6400	LIABILITY	BANK OF THE WEST	51,257.89
1001	COC - CHANGE FUND	BANK OF THE WEST	213.00

#3.

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
OCTOBER 31, 2014

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
1900	PROP C	BANK OF THE WEST	281,683.53
6300	WORKERS COMP	BANK OF THE WEST	111,551.91
2820	HOUSING AUTHORITY	BANK OF THE WEST	325,870.91
1001	EMERGENCY MEDICAL SERVICES COC	BANK OF THE WEST	385,868.77
1061	COPS GRANT WEED AND SEED	BANK OF THE WEST	4,008.05
1001	COC PARKING VIOLATIONS	BANK OF THE WEST	191,254.33
1001	COC UTILITIES BILLINGS	BANK OF THE WEST	1,275,461.69

#4.

RESOLUTION NO. 24,062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION 23,971 AND ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2014 - 2015

WHEREAS, Rule 7.5A of the Personnel Rules and Regulations establishes provisions for granting legal holidays for City employees; and

WHEREAS, there is a need for the City to post a holiday schedule for each fiscal year identifying the dates on which City offices will be closed.

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

Section 1. That Resolution Number 23,971, adopted by City Council on June 24, 2014 is hereby rescinded.

Section 2. That the following holidays shall be established as legal holidays for City employees, as set forth herein.

HOLIDAY	DATE HOLIDAY OBSERVED
Independence Day	July 4, 2014 (Friday)*
Labor Day	September 1, 2014 (Monday)
California Admission Day	Floating Holiday
Veteran's Day	November 11, 2014 (Tuesday)
Thanksgiving Day	November 27, 2014 (Thursday)
Friday After Thanksgiving	November 28, 2014 (Friday)*
Christmas Day	December 25, 2014 (Thursday)
New Year's Day	January 1, 2015 (Thursday)
Martin Luther King, Jr.'s Birthday	January 19, 2015 (Monday)
Lincoln's Birthday	Floating Holiday
Washington's Birthday (President's Day)	February 16, 2015 (Monday)
Cesar Chavez's Birthday	March 31, 2015 (Tuesday)
Cinco de Mayo	May 5, 2015 (Tuesday)
Memorial Day	May 25, 2015 (Monday)
Employee's Birthday	Floating Holiday

***Employees affected by the 10/40 Alternative Work Schedule will use this day as a floating holiday.**

Section 3. That employees that have unused fiscal year 2013 – 2014 floating holidays shall be allowed to extend the utilization of such floating holidays through December 31, 2014. Such extension shall apply through December 31, 2014 only and shall be nonrecurring.

#4.

RESOLUTION NO. 24,062
PAGE 2

Section 4. That the Birthday Holiday must be used within one year in which the birthday falls.

Section 5. That this holiday schedule is not applicable to sworn 56-hour Fire Suppression personnel who are eligible for compensation in lieu of holidays, with the exception of the Fire Chief, Deputy Fire Chief and any 40-hour Fire Battalion Chiefs.

Section 6. That employees whose birthdays, vacation or compensatory time off with pay falls on one of the holidays referenced above shall be entitled to another day off in accordance with the procedure established by the Department for use of paid leave benefits.

Section 7. That floating holidays accrued during fiscal year 2014 - 2015, except Employee's Birthday, must be utilized by June 30, 2015.

Section 8. That 4/10 employees shall be allowed to take 30 hours of Personal Holiday Leave and 5/40 employees shall be allowed to take 32 hours of Personal Holiday Leave either the week of December 22, 2014 or in the alternative the week of December 29, 2014, at the Department Head's discretion. Personal Holiday Leave does not accrue or carryover and shall not be reoccurring.

Section 9. That this holiday schedule is effective July 1, 2014 and shall continue to be observed as set forth in this resolution, unless otherwise amended.

Section 10. That a certified copy of this resolution shall be delivered to all departments of the City of Compton.

Section 11. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this 16th day of December, 2014.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

CITY OF COMPTON INCORPORATED MAY A. D. 1888 CALIFORNIA

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

I, Alita Godwin, the 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 16th day of December, 2014.

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

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

CITY OF COMPTON INCORPORATED MAY A. D. 1888 CALIFORNIA

CITY CLERK OF THE CITY OF COMPTON

#7.

January 6, 2015

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

RE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF $43,154.60 FOR PAYMENT OF ANNUAL FEES TO THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS FOR CONTINUED ADMINISTRATION OF THE CITY'S WORKERS' COMPENSATION SELF-INSURANCE PROGRAM

SUMMARY:

The City Council will consider adopting a Resolution authorizing the City Manager to issue a purchase order to the State of California Department of Industrial Relations for continued administration of the City's Workers' Compensation Self-Insurance Program.

BACKGROUND:

The City of Compton is self-insured/administered for provision of workers' compensation benefits to City employees who are injured on the job.

STATEMENT OF ISSUE:

As an employer who is permissibly self-insured for workers' compensation liabilities in California, the City is required to pay certain assessments. This consists of the following: Workers' Compensation Administration Revolving Fund Assessment, Uninsured Employers Benefits Trust Fund Assessment, Subsequent Injuries Benefits Trust Fund Assessment, Occupational Safety and Health Fund Assessment, Workers' Compensation Fraud Account Assessment and Labor Enforcement and Compliance Fund. These fees are required by the state to legally administer a workers' compensation program at the City. The City of Compton's assessment is dated December 9, 2014 and was received December 15, 2014. Payment is due by January 8, 2015 to avoid a 10% penalty, thus it is important that the payment be processed as soon as possible in order to make the State's January 8th deadline.

#7.

FINANCIAL IMPACT:

The City of Compton's fees for fiscal year July 1, 2014 through June 30, 2015 have been assessed at **$43,154.60** based on the State's 2013/2014 Annual Report as submitted by the Risk Management Division of the City Attorney's Office. Funds for this payment have been allocated in the 2014-2015 Fiscal Year Budget of the City Attorney's Office budget in Account No. 6300-420-000-4265.

RECOMMENDATION:

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

MONICA TURNER
RISK MANAGER

CRAIG J. CORNWELL
CITY ATTORNEY

APPROVED FOR FORWARDING:

JOHNNY FORD
CITY MANAGER

Attachment: Proposed Resolution

RESOLUTION NO.__________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF $43,154.60 FOR PAYMENT OF ANNUAL FEES TO THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS FOR CONTINUED ADMINISTRATION OF THE CITY'S WORKERS' COMPENSATION SELF-INSURANCE PROGRAM

WHEREAS, the City of Compton is self-insured and administered for provision of workers' compensation benefits to City employees who are injured on the job; and

WHEREAS, the City is required to pay certain assessments as required by the State of California, pursuant to the City's self-insured/administered status for workers' compensation; and

WHEREAS, the City of Compton's fees for Fiscal Year July 1, 2014 through June 30, 2015 have been assessed at $43,154.60 based on the 2013/2014 Annual Report as presented to the State by the Risk Management Division of the City Attorney's Office; and

WHEREAS, funds for payment of this annual assessment are available in the 2014-2015 Fiscal Year budget.

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

SECTION 1. That the City Manager is hereby authorized to issue a purchase order in the amount of $43,154.60 for payment of annual fees to the State of California for continued administration of the City's self-insured workers' compensation program.

SECTION 2. That the funds for payment of the fees are allocated in Account No. 6300-420-000-4265 of the 2014-2015 Fiscal Year budget of the City Attorney's Office.

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

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

ADOPTED this ___ day of ___________, 2015.

____
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

#7.

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 ____________, 2015.

That said Resolution was adopted by the following vote:

AYES: COUNCIL MEMBERS–
NOES: COUNCIL MEMBERS–
ABSENT: COUNCIL MEMBERS–
ABSTAINS: COUNCIL MEMBERS–

____
CITY CLERK OF THE CITY OF COMPTON

#7.

Department Of Industrial Relations
Office of Self-Insurance Plans
11050 Olson Drive, Suite 230
Rancho Cordova,CA. 95670
(916) 464-7000
Fax: (916) 464-7007

Controller's Office
2014 DEC 15 PM 12: 11

INVOICE

Invoice Number: OSIP 60579
Certificate No.: 7153
Invoice Date: December 9, 2014
Due Date: January 8, 2015
OSIP Federal Tax ID.: 94-3160882

Customer Information:

Billing Address:		**Send Payment To:**	
Company:	City of Compton	Company:	Department Of Industrial Relations
Name:	Stephen Ajobiewe	Name:	Office of Self Insurance Plans
Address:	205 S. Wollowbrook Ave	Address:	11050 Olson Drive, Suite 230
City/State/Zip	Compton, CA 90220	City/State/Zip	Rancho Cordova,CA. 95670

For : City of Compton

Terms: Due and payable within 30 days

Factor	**Assessment for fiscal year July 1, 2014 through June 30, 2015 using 2013 / 2014 Public Annual Report**	**Paid Indemnity** (Line 4 on the Annual Report)	**Assessment Due**
0.034985	Workers' Compensation Administration Revolving Fund Assessment (WCARF)	$ 602,289	$ 21,071.08
0.005759	Uninsured Employers Benefits Trust Fund Assessment (UEBTF)	$ 602,289	$ 3,468.58
0.003207	Subsequent Injuries Benefits Trust Fund Assessment (SIBTF)	$ 602,289	$ 1,931.54
0.010827	Occupational Safety and Health Fund Assessment (OSHF)	$ 602,289	$ 6,520.98
0.009039	Workers's Compensation Fraud Account Assessment (FRAUD)	$ 602,289	$ 5,444.09
0.007834	Labor Enforcement and Compliance Fund (LECF)	$ 602,289	$ 4,718.33
	License Fee Assessment:		
	Base Fee (determined by total number of employees)		$ 0.00
	Additional Location Fee (No. of Locations)		$ 0.00
	Per Capita Employee Charge (# of ee's * 0)	License Fee Assessment Subtotal:	$ 0.00
		Invoice Totals:	**$ 43,154.60**
		Amount Paid:	**$ 0.00**
		Balance Due:	**$ 43,154.60**

Notes:

The letter establishing the assessment factors and methodology used for calculation are available on the OSIP website at http://sip.dir.ca.gov You can also make an electronic funds transfer(EFT)payment online at http://www.dir.ca.gov/osip It is very important to enter the correct invoice number when making an online payment.

#7.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Risk Management**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER IN THE AMOUNT OF $43,154.60 FOR PAYMENT OF THE ANNUAL FEES TO THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS FOR CONTINUED ADMINISTRATION OF THE CITY'S WORKERS' COMPENSATION SELF-INSURANCE PROGRAM**

Ruth Rugley	**12/29/2014 11:20:00 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**12/30/2014 3:07:50 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**12/30/2014 12:09:19 PM**
CITY CONTROLLER	DATE
Kelly Montgomery	**12/30/2014 11:37:29 AM**
CITY MANAGER	DATE

Use when:

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

January 6, 2015

TO: MAYOR AND CITY COUNCIL

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 CARMENITA TRUCK CENTER FOR FIRE DEPARTMENT VEHICLE MAINTENANCE AND REPAIRS ($40,000)

SUMMARY

Adoption of the attached resolution will authorize the City Manager to establish a purchase order in the amount of $40,000.00 for Carmenita Truck Center for Fire Department vehicle maintenance and repairs.

BACKGROUND

The Compton Fire Department currently uses Carmenita Truck Center to repair its emergency ambulances, sedans and utility vehicles. Carmenita Truck Center is part of the Ford Franchise that sells and services the Ford ambulances and sedans that the Department has as part of its inventory. Carmenita Truck Center is located minutes away from the City of Compton and provides the Department with pick-up and delivery service. The City does not have a vendor or a Ford dealership within the City's boundaries that is certified to service ambulances or Ford Warranty Products.

STATEMENT OF THE ISSUE

Due to unanticipated major repairs, the initial purchase order has been depleted. Thus, there is a need to establish another purchase order to pay for current and future Fiscal Year 2014/15 repair needs.

FINANCIAL IMPACT

Total estimated repair and maintenance costs are Forty Thousand Dollars ($40,000.00). The funds for these costs have been allocated in Account No. 1001 690 000 4229 of the Fire Department's 2014/15 Fiscal Year Budget.

ALTERNATIVE

The Fire Department currently maintains a successful relationship with the Carmenita Truck Center and would like to continue employing their services. The alternative would be for the Department to use another vendor, and although shop rates are

#8.

generally the same, this would not be a responsible decision in terms of selecting the most responsive vendor.

Staff went to area Ford dealers to determine who could handle the high volume of work due to the Department's aging fleet. The review revealed that Carmenita Truck Center (A Ford Company) has and continues to be the one that can give the Department priority and get emergency vehicles out in an expeditious manner. Due to the Department's high demand in preventive maintenance and repair, it would be more prudent and cost effective to stay with a vendor large enough to handle the needs of the Department.

RECOMMENDATION

It is recommended that Council adopt the attached Resolution.

JON THOMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT

APPROVED TO FORWARD:

JOHNNY FORD
CITY MANAGER

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO CARMENITA TRUCK CENTER FOR FIRE DEPARTMENT VEHICLE MAINTENANCE AND REPAIRS ($40,000)

WHEREAS, the City of Compton does not have a vendor or a Ford Dealership that provides certified service needs for Ford Vehicles within the City's boundaries; and

WHEREAS, the Compton Fire Department has a continuous need for vehicle repair and maintenance; and

WHEREAS, during the past year this need has been met by Carmenita Truck Center for the maintenance and repair of Department Ford sedans and ambulances; and

WHEREAS, Camenita Truck Center will service the Department's preventive maintenance needs for sedans and ambulances, as well as manage mechanical break down issues when they occur; and

WHEREAS, the funds have been allocated in the Fire Department's 2014-2015 Fiscal Year budget for vehicle maintenance and repairs.

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

SECTION 1. That the City Manager is hereby authorized to establish a purchase order for Carmenita Truck Center in an amount not to exceed forty thousand dollars ($40,000.00) for Fire Department vehicle maintenance and repairs in Fiscal Year 2014-2015.

SECTION 2. That the funds are available in Account No. 1001-690-000-4229.

SECTION 3. That a copy of this Resolution shall be forwarded to the offices of the City Manager, City Controller and Fire Department.

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

ADOPTED this ___ day of ____________, 2015.

____
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

#8.

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 _____________, 2015.

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

#8.

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 CARMENITA TRUCK CENTER FOR FIRE DEPARTMENT VEHICLE MAINTENANCE AND REPAIRS ($40,000)**

Jon Thompson	12/18/2014 12:55:36 PM
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	12/29/2014 2:19:26 PM
CITY ATTORNEY	DATE
Stephen Ajobiewe	12/18/2014 5:45:50 PM
CITY CONTROLLER	DATE
Kelly Montgomery	12/18/2014 11:25:24 AM
CITY MANAGER	DATE

Use when:

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

January 6, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: JON THOMPSON
COMPTON FIRE CHIEF

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE SERVICE AGREEMENT WITH AIRBUS DS COMMUNICATIONS, INC. FOR A THREE YEAR TERM FOR PROVISION OF THE CITY'S EMERGENCY TELEPHONE MASS NOTIFICATION SYSTEM AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF $29,500

SUMMARY

This resolution authorizes the City Manager to renew the service agreement with Airbus DS Communications, Inc. (formerly "Dialogic Communications Corporation, dba Cassidian Communications") for a period of three (3) years (December 1, 2014 – November 30, 2017), for the continued provision the City of Compton's Emergency Mass Notification System and issue a purchase order in the amount of $29,500.00 for services rendered in the first year of the agreement.

BACKGROUND

The City of Compton has a responsibility to preserve and protect life, property and continuity of government by notifying its citizens, businesses and other stakeholders about disasters and other emergencies that may occur in or near the City and directly affect the aforementioned.

On June 8, 2011, the City Council adopted Resolution No. 23,331, which authorized a 3-year license, support and shared hosting agreement with Cassidian Communications to provide, service and maintain an emergency telephone mass notification system for the City at a cost of $32,500 per year.

STATEMENT OF ISSUE

Since 2011, the City has deployed an emergency telephone mass notification system to alert citizens, businesses, and other stakeholders about emergencies and disasters that directly affect the City. This mass notification system has proven to save lives throughout the nation during many different kinds of disasters and emergencies.

The system will continue to be fully hosted and maintained by Airbus DS Communications, Inc. ("Airbus"). The assistance of the City's network services will be very minimal. Airbus will handle technical support and the system will continue to provide List and Map based calling, a self-registration portal, backup service and technical support 24/7/365.

To obtain more affordable pricing for the service, staff recommends re-entering into a three (3) year agreement at a cost of $29,500.00 per year, which is a 10% cost decrease from the previous agreement. The current contract expires November 30, 2014. The new contract will be effective December 1, 2014 and expire November 30, 2017.

FISCAL IMPACT

Funds for services to be rendered during the first year of the agreement have been budgeted for in Account No. 1001 690 000 4269 of the Fire Department's FY 2014-15 budget.

ALTERNATIVE

An alternative is to select another vendor at a greater cost.

RECOMMENDATION

Staff recommends the adoption of the attached resolution.

JON THOMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT

APPROVED TO FORWARDING:

JOHNNY FORD
CITY MANAGER

RESOLUTION NO. ________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE SERVICE AGREEMENT WITH AIRBUS DS COMMUNICATIONS, INC. FOR A THREE YEAR TERM FOR PROVISION OF THE CITY'S EMERGENCY TELEPHONE MASS NOTIFICATION SYSTEM AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF $29,500

WHEREAS, the City of Compton has a responsibility to preserve and protect life, property and continuity of government by notifying its citizens, businesses and other stakeholders about disasters and other emergencies that may occur in or near the City; and

WHEREAS, since 2011, the City has contracted with Dialogic Communications Corporation dba Cassidian Communication (now known as "Airbus DS Communications, Inc."), to deployed and maintain an emergency telephone mass notification system capable of alerting citizens, businesses and other stakeholders about disasters and emergencies that may occur in or near in the City; and

WHEREAS, many other government agencies and cities within Los Angeles County, the State of California, and throughout the Country and the Federal Government have implemented similar emergency telephone mass notification systems successfully, which has saved many lives; and

WHEREAS, the City's current contract with Airbus DS Communications, Inc. is expiring, which would leave the City without the emergency mass telephone notification system, thus, reliant on local television and radio stations to broadcast emergency information – not a complete and comprehensive way to reach everyone within the City in a timely fashion in case of an emergency; and

WHEREAS, in an effort to ensure that there is more than one way to effectively reach citizens, businesses and other stakeholders about disasters or other emergencies, staff has determined that the continued use of an emergency telephone mass notification system is vital and recommend that the City renew the agreement with Airbus DS Communications, Inc. for a term of three (3) years at a cost of $29,500 per year; and

WHEREAS, funds for services to be rendered during the first year of the agreement have been budgeted in Account No. 1001 690 000 4269 of the 2014-2015 budget.

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

SECTION 1. That the City Manager is authorized to renew the service agreement with Airbus DS Communications, Inc. for a period of three (3) years (December 1, 2014 through November 30, 2017) to provide service and support for an emergency telephone mass notification system for the City of Compton at a cost of $29,500.00 for each contract year.

SECTION 2. That funds for services to be rendered during the first year of the agreement are allocated in Account No. 1001 690 000 4269 of the Fire Department's FY 2014-15 budget.

SECTION 3. That a purchase order in the amount of $29,500.00 is authorized to be established and issued to Airbus DS Communications, Inc.

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SECTION 4. That funds for the remaining years of the agreement shall be appropriated in future City budgets.

SECTION 5. That a copy of this Resolution shall be forwarded to the office of the City Manager, City Controller, City Attorney, City Clerk and the Fire Department.

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

ADOPTED this ___ day of _______________, 2015.

____
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 of the City of Compton, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the ___ day of ______________________, 2015.

That the 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

AIRBUS DS COMMUNICATIONS

SERVICE AGREEMENT

This Service Agreement (**"Agreement"**) is made and entered into this ________ day of ________, ______ ("Effective Date") by and between Airbus DS Communications, Inc., a California corporation (**"Airbus DS Communications"**), located at 42505 Rio Nedo, Temecula, CA 92590, or its authorized reseller, and City of Compton ("Customer"), located at 201 S. Acacia Avenue, Compton, CA 90220. Both Airbus DS Communications and Customer may alternatively be referred to as a "Party" and collectively as the "Parties".

1. <u>Definitions.</u>

1.1 "Content" means the audio and visual information, Documentation, Software, products and services contained or made available to Customer in the course of using the Service.

1.2 "Customer Data" means any data, information or material that Customer submits to the Service in the course of using the Service.

1.3 "Documentation" means on-line material provided by Airbus DS Communications or its authorized reseller to assist Customer in the use of the Service.

1.4 "Initial Service Term" means the period of time commencing on the online date for Services as set forth in the Customer Proposal DIR412961 ("Proposal") attached hereto and incorporated herein as Exhibit A.

1.5 "Airbus DS Communications Technology" means the Airbus DS Communications provided technology (including but not limited to Documentation, Software, hardware, equipment, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to Customer by Airbus DS Communications in providing the Service.

1.6 "Software" means the application software programs and any updates, modifications and corrections thereto to which Airbus DS Communications has granted access to Customer as part of the Service hereunder.

1.7 "Service" means the emergency notification system accessible via the Internet and all associated applications and modules identified in the Proposal and purchased by Customer and all ancillary online or offline products and services provided to Customer by Airbus DS Communications hereafter.

1.8 "User" shall refer to Customer's employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied with user identifications and passwords by Customer.

2. <u>Payment and Taxes</u>.

2.1 Customer's Purchase. In consideration of the fees described herein, Airbus DS Communications or its authorized reseller shall provide Customer with access to the Service as described herein and as governed by the terms and conditions of this Agreement, accepted Proposal, and incorporated documents. Additional services may be added by the parties throughout the term of this Agreement through a subsequent proposal issued by Airbus DS Communications, which may be accepted through Customer purchase order and shall be governed by the terms and conditions set forth under this Agreement.

2.2 Fees of Service. For the Initial Service Term, Customer will pay Airbus DS Communications or its authorized reseller the amount set forth in Exhibit A. Payment shall be made within thirty (30) days from the date of the invoice.

2.3 Calling Minutes / SMS Messages. See Exhibit A.

2.4 Taxes. Customer will pay all taxes based on this Agreement or any product or services related thereto, excluding taxes based on Airbus DS Communications' income, but including personal property taxes, if any. All shipping and insurance charges for products shipped between Airbus DS Communications and Customer will be paid by Customer.

2.5 Late Charges. In addition to any other remedy available to Airbus DS Communications, for a late payment by Customer, Customer shall pay a charge of 1.5% per month, or the maximum percentage permitted by applicable law, whichever is less, on any amount not paid when due.

3. <u>License, Access and Use of the Service.</u>

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3.1 License: Airbus DS Communications hereby grants Customer a non-exclusive, non-transferable, worldwide right to use the Service, solely for Customer's internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Customer are reserved by Airbus DS Communications and its licensors.

3.2 Access: Customer and Airbus DS Communications shall agree upon, prior to Customer's use of the Service, the offices and Users authorized to access the Service and such Users shall be identified in writing in advance by Customer. Customer may modify the Users of the Service by providing advance written notice to Airbus DS Communications. Customer may authorize access for the number of simultaneous, concurrent Users of the Service at any given time. Passwords provided for Service access may be used only by authorized personnel. Neither Customer nor its authorized personnel shall divulge, sublicense, assign or transfer to any third party passwords established for access to the Service. Customer shall be responsible for the confidentiality and security of its User identifications and passwords.

3.3 Customer Responsibilities: Customer is responsible for all activity occurring in its User accounts and shall abide by all applicable local, state, national and foreign law, treaties and regulations in connection with Customer's use of the Service, including but not limited to data privacy, security, international communications and the transmission of technical or personal data. Customer shall: (i) Prevent unauthorized access to the Service and notify Airbus DS Communications immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Airbus DS Communications immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Customer; and (iii) ensure that use of the Service by all of Customer's Users is in compliance with this Agreement.

3.4 Restrictions: Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet "links" to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; (iv) send spam or otherwise duplicative or unsolicited messages in violation of applicable law; (v) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material harmful to children or violative of third party privacy rights; (iv) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (vii) interfere with or disrupt the integrity or performance of the Service or the data contained therein, including but not limited to Customer Data; (viii) attempt to gain unauthorized access to the Service or its related systems or networks; (ix) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

4. <u>Customer Data.</u> Airbus DS Communications does not own any data, information or material that Customer submits to the Service in the course of using the Service ("Customer Data"). Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and intellectual property ownership or right to use of all Customer Data. Airbus DS Communications shall not be responsible or liable for the deletion, correction, destruction, damage loss or failure to store any Customer Data. Customer shall maintain a copy of all Customer Data. Customer is solely responsible for adherence to any privacy act or regulation regarding such Customer Data and Airbus DS Communications will have no responsibility with respect to the same. Regarding any self registration portal tool purchased or licensed by Customer through or with Airbus DS Communications, Customer shall assume all duties, obligations and compliance with any applicable law regarding its use, including but not limited to the gathering, storage and dissemination of such Customer Data. Customer shall also be solely responsible for communicating any applicable notices or terms of use to its registrants. These duties and obligations are non-delegable by Customer to Airbus DS Communications.

5. <u>Privacy and Security; Disclosure</u>. Airbus DS Communications' Data Security and Encryption Policy and Hosting Center Policy are available upon Customer request. Airbus DS Communications reserves the right to modify these policies in its reasonable discretion from time to time. Note that because the Service is a hosted, online application, Airbus DS Communications may need to notify all Users of the Service of important announcements regarding the operation of the Service and will use Customer information for that purpose.

6. <u>Training and Support Services</u>

6.1 Training. Training, if purchased by Customer, will be reflected on the corresponding invoice.

6.2 Subject to the terms and conditions of this Agreement and provided that Customer pays all applicable fees related to the Service, Airbus DS Communications shall provide Customer with support described in this Agreement and as more particularly described in Airbus DS Communications' Technical Service Center Support Plan ("Support Plan") a copy of which may be viewed at http://support.airbus-dscomm.com and is incorporated herein by reference. Airbus DS Communications reserves the right to modify the terms and conditions of the Technical Service Center Support Plan at any time, effective upon posting of an updated version. Customer is responsible for regularly reviewing the TSC Support Plan. Continued use of the Service after any such changes shall constitute Customer's consent to such changes.

7. **Warranty.**

7.1 Warranty. Each Party represents and warrants that it has the legal power and authority to enter into this Agreement. Airbus DS Communications represents and warrants that it will provide the Service in a manner consistent with general industry standard reasonably applicable to the provision thereof and that the Services will perform substantially in accordance with the online Airbus DS Communications Documentation under normal use and circumstances. The Customer represents and warrants that it has not falsely identified itself or provided any false information to gain access to the Service.

7.1.1 During the Initial Service Term, Airbus DS Communications will provide such assistance as it deems reasonably necessary to cause the Airbus DS Communications Service to perform materially in accordance with the then current Documentation provided that Customer's use is in accordance with this Agreement and the Documentation.

7.1.2 Customer's Remedy: CUSTOMER'S EXCLUSIVE REMEDY, AND AIRBUS DS COMMUNICATIONS ENTIRE LIABILITY IN CONTRACT, TORT OR OTHERWISE FOR BREACH OF ANY OF THE ABOVE WARRANTIES WILL BE TO USE ITS COMMERCIALLY REASONABLE EFFORTS TO PROVIDE A CORRECTION OR WORK AROUND FOR ANY MATERIAL NONCONFORMITY WHICH IS (i) REPORTED TO AIRBUS DS COMMUNICATIONS BY CUSTOMER WHILE AIRBUS DS COMMUNICATIONS IS OBLIGATED TO PERFORM SUPPORT SERVICES AND (ii) REPRODUCIBLE BY AIRBUS DS COMMUNICATIONS IN THE EXECUTION ENVIRONMENT.

7.2 Disclaimer of Warranties. THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES. AIRBUS DS COMMUNICATIONS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. AIRBUS DS COMMUNICATIONS DOES NOT WARRANT THAT THE SOFTWARE OR SERVICE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION.

IF THE AIRBUS DS COMMUNICATIONS SERVICE IS USED IN EMERGENCY SITUATIONS, THEN THE SERVICE IS INTENDED TO ONLY INCREASE THE NOTICE WHICH WILL BE GIVEN. THERE IS AND CAN NOT BE ANY GUARANTEE THAT ALL PERSONS INTENDED TO BE CONTACTED WILL BE CONTACTED. AIRBUS DS COMMUNICATIONS ACCEPTS NO RESPONSIBILITY FOR ANY FAILURE OF THE AIRBUS DS COMMUNICATIONS SERVICE TO CONTACT ANY PERSON OR PERSONS AND IS NOT RESPONSIBLE FOR ANY DAMAGE OR INJURY WHICH RESULTS FROM ANY FAILURE TO CONTACT ANYONE.

7.3 The warranties in this Section 7 will not apply to any defects or problems caused in whole or part by (i) defects in any equipment, (ii) failure of any portion of equipment to function in accordance with manufacturer's specifications, (iii) modifications or enhancements made to the Service by anyone other than Airbus DS Communications, (iv) any software, hardware, firmware, peripheral or communication devices used with the Service not provided by or approved of in writing by Airbus DS Communications, (v) failure of Customer or any third party to follow Airbus DS Communications' most current instructions for proper use of the Service, (vi) negligence of Customer or any third party, or (vii) failure to install and use the updates, modifications and corrections provided by Airbus DS Communications. If Customer falls within any of the foregoing exceptions and requests Airbus DS Communications to provide support services for such defect or problem, Customer will pay Airbus DS Communications for such services at Airbus DS Communications' then current hourly rate.

7.4 Intellectual Property, Trademark and Copyright. Airbus DS Communications retains ownership of the Software and Service, any portions or copies thereof, and all rights therein. Airbus DS Communications reserves all

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rights not expressly granted to Customer. This Agreement does not grant Customer any rights in connection with any trademarks or service marks of Airbus DS Communications, its suppliers or licensors. All right, title, interest and copyrights in and to the Software, Service and Documentation and any copies thereof are owned by Airbus DS Communications, its suppliers or licensors. All title and intellectual property rights in and to the Content which may be accessed through use of the Service is the property of the respective Content owner and may be protected by applicable copyright or other intellectual property laws and treaties. This Agreement grants Customer no rights to use such Content.

8. Limitation of Liability. IN NO EVENT WILL AIRBUS DS COMMUNICATIONS BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS INFORMATION, BUSINESS INTERRUPTION OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICE OR SOFTWARE OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF AIRBUS DS COMMUNICATIONS HAS BEEN ADVISED OF, KNEW OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. AIRBUS DS COMMUNICATIONS'S TOTAL LIABILITY TO CUSTOMER HEREUNDER, IF ANY, WILL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID TO AIRBUS DS COMMUNICATIONS HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. Confidentiality. A Party receiving Information (defined below) of the other will not disclose such Information other than to persons in its organization who have a need to know and who will be required to comply with this Section 9. The Party receiving Information will not use such Information for a purpose inconsistent with the terms of this Agreement. "Information" means the Software, Documentation and all information and intellectual property related thereto (including, but not limited to all databases provided to Customer by Airbus DS Communications whether created by Airbus DS Communications or its third party licensors such as, without limitation, the mapping product databases) as well as information related to the business of Airbus DS Communications or Customer. Information will not include: (i) information publicly known prior to disclosure; (ii) information coming into the lawful possession of the recipient without any confidentiality obligation; and (iii) information required to be disclosed pursuant to regulatory action or court order, provided adequate prior written notice of any request to disclose is given to the Party whose information is to be disclosed. Each Party will exercise at least the same degree of care to safeguard the confidentiality of the other's Information as it does to safeguard its own proprietary confidential information, but not less than a reasonable degree of care.

10. Infringement Indemnity. With the exception of any third party software, hardware or equipment that may be provided under this Agreement, Airbus DS Communications agrees to hold Customer harmless from liability to third parties resulting from infringement of any United States patent or copyright or trade secret by the Airbus DS Communications software purchased hereunder and Airbus DS Communications further agrees to pay all damages and costs, including reasonable legal fees, which may be assessed against Customer under any such claim or action. Airbus DS Communications shall be released from the foregoing obligation unless Customer provides Airbus DS Communications with (i) written notice within fifteen (15) days of the date Customer first becomes aware of such a claim or action, or possibility thereof; (ii) sole control and authority over the defense or settlement thereof; and (iii) proper and full information and assistance to settle and/or defend any such claim or action. Without limiting the foregoing, if a final injunction is, or Airbus DS Communications believes, in its sole discretion, is likely to be, entered prohibiting the use of the software by Customer as contemplated herein, Airbus DS Communications will, at its sole option and expense, either (a) procure for Customer the right to use the infringing software as provided herein or (b) replace the infringing software with noninfringing, functionally equivalent products, or (c) suitably modify the infringing software so that it is not infringing; or (d) in the event (a), (b) and (c) are not commercially reasonable, terminate the license, accept return of the infringing software and refund to Customer an equitable portion of the license fee paid therefor. Except as specified above, Airbus DS Communications will not be liable for any costs or expenses incurred without its prior written authorization. Notwithstanding the foregoing, Airbus DS Communications assumes no liability for infringement claims with respect to software (i) not supplied by Airbus DS Communications, (ii) made in whole or in part in accordance to Customer's specifications, (iii) that is modified after delivery by Airbus DS Communications, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the software is not strictly in accordance with this Agreement. THE FOREGOING

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PROVISIONS OF THIS SECTION STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF AIRBUS DS COMMUNICATIONS AND THE EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT BY THE SOFTWARE.

11. Injunctive Relief. Each Party acknowledges that a violation or threatened violation by it of Section 9 hereof would result in damage that is largely intangible but nonetheless real and that is incapable of complete remedy by award of damages. Thus, such violation or threatened violation will give the injured Party the right to a court-ordered injunction to specifically enforce such covenant or obligation. The Party in violation of any such section shall pay as damages reasonable expenses, including but not limited to attorney fees, incurred in obtaining specific enforcement.

12. Customer Indemnification. Customer shall indemnify, defend and hold Airbus DS Communications, its licensors and each such Party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) A claim alleging that use of the Customer Data infringes the rights of, or has caused harm to a third party; (ii) a claim which if true, would constitute a violation by Customer of its representations and warranties contained herein; (iii) a claim arising from the breach by Customer of this Agreement, provided in any such case that Airbus DS Communications (a) gives Customer timely written notice of the claim; and (b) provides Customer all available information and assistance. Customer shall not settle or compromise any such claim without Airbus DS Communications' prior written consent.

13. Term. This Agreement will commence upon the Effective Date and shall continue until the end of the Initial Service Term as set forth in the Proposal. During the Initial Service Term, this Agreement shall not be terminable by Customer, except in instances of material breach (described below

14. Termination.

14.1 Airbus DS Communications may terminate this Agreement without further obligation or liability to Customer if:

14.1.1 Customer fails to timely pay any amounts due under this Agreement and fails to make such payments within ten (10) days of written notice from Airbus DS Communications;

14.1.2 Customer commits any material breach of this Agreement and fails to remedy such breach within ten (10) days of written notice from Airbus DS Communications; or

14.1.3 Customer becomes the subject of a petition in bankruptcy; is or becomes insolvent; or admits a general inability to pay its debts as they become due.

14.2 Customer may terminate this Agreement if Airbus DS Communications commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days of written notice from Customer.

14.3 Upon termination or expiration of this Agreement, Customer shall be prohibited from further use of the Service and shall promptly return copies of any Documentation in its possession, if any, to Airbus DS Communications. All amounts owed to Airbus DS Communications, including but not limited to amounts due for setup services provided by Airbus DS Communications, shall be immediately due and payable, and Airbus DS Communications will cease performance of all obligations hereunder without liability to Customer. Sections 8, 9, 10, 11, 12, 14.3, 16 and 21 will survive termination or expiration. Upon termination, Customer shall have sixty (60) days to notify Airbus DS Communications if it opts to have Customer Data returned by Airbus DS Communications at the expense of Customer. In the event termination is due to Customer's failure to pay all fees due hereunder, Airbus DS Communications reserves the right to withhold return of Customer Data until paid in full. If Customer does not contact Airbus DS Communications during such 60 day timeframe and/or all fees are not paid current during that timeframe, Airbus DS Communications may destroy the Customer Data. Airbus DS Communications has no obligation to provide transition services in connection with Customer's election to utilize an alternative vendor.

15. Local Laws and Export Control. The Service utilizes Software and Technology that may be subject to United States export controls administered by the U.S. Department of Commerce, U.S. Department of State, U.S. Department of Treasury Office of Foreign Assets Control, and other U.S. agencies. The Customer acknowledges and agrees that the Service shall not be used, and none of the underlying information, Customer Data, Software,

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Documentation or Airbus DS Communications Technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service Customer represents and warrants that is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. Customer agrees to strictly comply with all U.S export laws and assumes sole responsibility for obtaining licenses to export or re-export as may be required.

The Service may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15. C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. Airbus DS Communications and its licensors make no representation that the Service is appropriate or available for use in other locations. If Customer uses this Service from outside the United States, Customer is solely responsible for compliance with all applicable laws, including without limitation, export and import regulations of other countries. Any diversion of the Customer Data, Airbus DS Communications Technology and/or Content contrary to United States law is strictly prohibited.

16. Other Remedies. Airbus DS Communications' rights and remedies under this Agreement will be cumulative and in addition to all other rights and remedies available to Airbus DS Communications in law and in equity.

17. Assignment. Neither this Agreement nor any rights or duties hereunder may be transferred, assigned, sublicensed or otherwise disposed of by Customer to a third party, by operation of law or otherwise, without Airbus DS Communications' prior written consent. Notwithstanding the foregoing, Airbus DS Communications may assign its interests to a parent or affiliate company in the event of sale or merger of its assets so long as the acquiring entity agrees to assume all of Airbus DS Communications' duties and obligations hereunder.

18. Partial Invalidity. If any provision of this Agreement is ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable will be unaffected.

19. Modification; Waiver. Airbus DS Communications reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement online. Customer is responsible for regularly reviewing this Agreement. Continued use of the Service after any such change shall constitute Customer's consent to such change. No term or condition of this Agreement may be waived except in writing signed by the Party charged with waiver. A waiver will operate only as to the specific term or condition waived and will not constitute a waiver for the future.

20. Notice. All notices and other communications required or contemplated herein will be in writing and delivered either by (i) personal delivery; (ii) expedited messenger service; or (iii) postage prepaid return receipt requested certified mail; at the addresses first written above or such other address as the intended recipient previously has designated by written notice to the sender.

21. Governing Law. This Agreement will be governed exclusively by the laws of the State of California, without regard to its conflict of laws provisions. All parties agree that venue regarding any action arising hereunder will be exclusively in Los Angeles County,California.

22. Third Party Beneficiaries. None of the provisions of this Agreement is intended by the parties, nor shall they be deemed, to confer any benefit on any person not a Party to this Agreement.

23. Independent Contractors. The relationship of the parties hereunder will be one of independent contractors and not that of a franchise, joint venture or employer. Neither Party will have, and neither of them will represent to any other person that it has, any power, right or authority to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf of the other, except as expressly provided by this Agreement or as otherwise permitted in writing signed by both parties.

24. Entire Agreement. This Agreement and its schedules constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede and cancel all prior agreements between the parties, written, oral or implied with respect to the subject matter hereof. The terms of any customer-provided purchase order or invoice concerning any product or service provided hereunder will not serve to replace, modify or supersede the terms of this Agreement. The terms of this Agreement shall prevail for any and all purposes.

25. Headings. Headings are included in this Agreement for convenience only and are not to be deemed to be part of this Agreement. The interpretation of this Agreement will not be affected by any heading herein.

26. Force Majeure. In the event an act of government, war, fire, flood, act of God, power shortages or blackouts, breakdown of telephone lines and services, failure of the Internet, or other causes beyond the reasonable control of Airbus DS Communications prevents Airbus DS Communications from performing in accordance with the terms of this Agreement, such nonperformance shall be excused and shall not be considered a breach or default for so long as such conditions prevail. AIRBUS DS COMMUNICATIONS' SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. AIRBUS DS COMMUNICATIONS IS NOT RESPONSIBLE FOR AND SHALL HAVE NO LIABILITY FOR SUCH DELAY, DELIVERY FAILURES OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

27. Marketing. Customer hereby provides its consent to be identified as a customer in sales announcements or other marketing material generated by Airbus DS Communications from time to time during the term of this Agreement.

28. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. Once fully executed, it will become effective as of the Effective Date stated above. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic photocopy (i.e., "pdf") shall be equally effective as manual delivery of an original signed counterpart hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their authorized representatives as of the Effective Date.

Airbus DS Communications, Inc.

By: [signature]
(Signature)

Name: Ryan Christensen

Title: Legal Counsel

Customer
City of Compton

By:________________________
(Signature)

Name:________________________

Title:________________________

Approved as to form:

____
Craig J. Cornwell, City Attorney

ATTEST:________________________
Alita Godwin, City Clerk

____
G. Harold Duffey, City Manager

#9.

Exhibit A

EMERGENCY NOTIFICATION RENEWAL

City of Compton
Customer #6784

Contact: **Stacy Barnes** **DATE:** October 29, 2014

RAM: **Donna Aubry**
615.861.0693 **Proposal No:** DIR41961

Thank you for the opportunity for Airbus DS Communications, to provide our industry renowned Critical Communications Systems & Solutions (CCSS).

Airbus DS Communications is the country's leading provider of emergency response solutions and services for organizations that serve and protect their communities, cities, and citizens.

Solution Offered: The Communicator! NXT and GeoCast Web Shared Hosted Renewal Continuation of Service

Includes:

- Continuation of Service
- List and Map Based Calling
- 50,000 Universal Calling/SMS Units included annually
- Self Registration Portal - GCW
- Quarterly Geocoding - Customer to supply phone and map data
- Shared Backup Service
- 24/7/365 Technical Support, including access to Support Portal
- 1 seat at NSS training in Franklin, TN or Web Based Training Annually

TERM: 3 Years for Period 12/1/2014 – 11/30/2017

Annually $29,500

*Universal Calling/SMS Units included in this proposal are renewed annually upon payment for service. Listed below under options additional bundles may be purchased. Purchased Units carry over year to year.

OPTIONS:

*__Bundled Universal Calling and SMS Units__

10,000 Universal Calling and SMS Units (.10/unit)	$ 1,000
25,000 Universal Calling and SMS Units (.09/unit)	$ 2,250
50,000 Universal Calling and SMS Units (.08/unit)	$ 4,000
100,000 Universal Calling and SMS Units (.06/unit)	$ 6,000
250,000 Universal Calling and SMS Units (.055/unit)	$13,750
500,000 Universal Calling and SMS Units (.05/unit)	$25,000

__Overages__

Individual Universal Calling and SMS Units .12/Unit

11/26/2014 8:38:47 PMCraig Cornwell11/25/2014 8:43:00 AMStephen Ajobiewe11/24/2014 7:32:24 PMG. Harold Duffey11/19/2014 9:37:04 AMJon Thompson

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Fire Department**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE SERVICE AGREEMENT WITH AIRBUS DS COMMUNICATIONS, INC. FOR A THREE YEAR TERM FOR PROVISION OF THE CITY'S EMERGENCY TELEPHONE MASS NOTIFICATION SYSTEM AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF $29,500**

Jon Thompson	**11/19/2014 9:37:04AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**11/26/2014 8:38:47 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**11/25/2014 8:43:00 AM**
CITY CONTROLLER	DATE
Kelly Montgomery	**11/17/2014 2:02:10 PM**
CITY MANAGER	DATE

Use when:

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

January 6, 2015

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

RE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN EMPLOYMENT AGREEMENT WITH JOHNNY FORD TO SERVE AS CITY MANAGER OF THE CITY OF COMPTON

SUMMARY

The City Council will consider adoption of a Resolution that will approve an Employment Agreement with Johnny Ford to serve as City Manager for the City of Compton.

BACKGROUND

The Compton City Charter provides that the City Council shall appoint the City Manager of the City of Compton who shall be chosen on the basis of his/her executive and administrative qualifications and be paid a salary commensurate with his/her responsibilities as chief administrative officer of the City. The City Manager shall be responsible to the City Council for the proper administration of all affairs of the City of Compton excepting such matters for which elective officers are made responsible by the Compton City Charter.

STATEMENT OF ISSUE

On December 9, 2014, the City Council met in closed session during a duly noticed City Council meeting and by a vote of at least a majority voted to appoint Johnny Ford to the position of City Manager of the City of Compton.

At the request of the City Council, and in conformance with the directions provided, the City Attorney's Office has completed negotiations of the contractual terms of the proposed Employment Agreement with Mr. Ford. Adoption of the attached Resolution will approve the terms and conditions of the Employment Agreement between the City and Mr. Ford.

The basic contractual terms of the Employment Agreement are as follows:

Term:	December 10, 2014 through July 30, 2015 [or until a candidate is selected from a recruitment search for the position of City Manager, unless this Employment Agreement is terminated sooner]

Compensation: $17,083.33 monthly salary (based on maximum annual salary of $205,000.00).

Use of City Vehicle or Monthly Auto Allowance of $650.00.

FISCAL IMPACT

Compensation for the position of City Manager has been allocated within the City's 2014-2015 Fiscal Year budget in Account No. 1001 510 000 4101.

RECOMMENDATION

It is recommended that the City Council take action on the attached Resolution.

CRAIG J. CORNWELL
CITY ATTORNEY

Attachmts: Resolution
Proposed Employment Agreement

CJC:RAR:rar

#10.

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN EMPLOYMENT AGREEMENT WITH JOHNNY FORD TO SERVE AS CITY MANAGER OF THE CITY OF COMPTON

WHEREAS, Section 703 of the Compton City Charter provides that the City Council shall appoint the City Manager of the City of Compton; and

WHEREAS, Section 705 of the Compton City Charter provides that the City Manager shall be chosen on the basis of his executive and administrative qualifications and be paid a salary commensurate with his responsibilities as chief administrative officer of the City; and

WHEREAS, Section 706 of the Compton City Charter confers upon the City Manager responsibility to the City Council for the proper administration of all affairs of the City of Compton excepting such matters for which elective officers are made responsible by the Compton City Charter; and

WHEREAS, on December 9, 2014, the City Council, during a duly noticed City Council meeting, met in closed session and by at least a majority voted to appoint Johnny Ford to the position of City Manager; and

WHEREAS, the City Council desires to appoint Johnny Ford as City Manager of the City of Compton, and upon the advice and consent of the City Attorney, enter into an employment agreement with Johnny Ford setting forth the terms and conditions of his employment as City Manager of the City of Compton; and

WHEREAS, the City Attorney's Office has completed the negotiations of the contractual terms of the City Manager's Employment Agreement and is now presenting the attached Employment Agreement for City Council action.

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

Section 1. That the City Council of the City of Compton hereby approves the attached Employment Agreement between the City of Compton and Johnny Ford appointing Mr. Ford to serve as City Manager for the City of Compton for a term effective December 10, 2014 through July 30, 2015, or until a candidate is selected from a recruitment search for the position of City Manager, unless this Employment Agreement is terminated sooner.

Section 2. That the monthly salary payable to Johnny Ford during the term of his services as City Manager of the City of Compton shall be Seventeen Thousand Eight Hundred Thirty Three Dollars and Thirty-Three Cents ($17,833.33), unless the provisions of the Employment Agreement are amended by the affirmative vote of at least three (3) members of the City Council.

Section 3. That funds to pay the compensation for the position of City Manager are allocated in the Fiscal Year 2014-2015 Budget in Account No. 1001 510 000 4101.

Section 4. That a certified copy of this Resolution and the attached Employment Agreement, upon execution, shall be filed in the offices of the City Clerk, City Manager, City Attorney and the City Controller.

#10.

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

ADOPTED this ____ day of ____________, 2015.

____
MAYOR OF THE CITY OF COMPTON

ATTEST:

____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at the regular meeting thereof held on the ___ day of ______________, 2015.

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

EMPLOYMENT AGREEMENT
BETWEEN
CITY OF COMPTON
AND
JOHNNY FORD

[Position: City Manager]

This Employment Agreement is made by and between the City Council of the City of Compton (hereinafter "Council") on behalf of the City of Compton (hereinafter "City"), and Johnny Ford (hereinafter "Ford" and/or "City Manager"). The City Council, City and Ford are sometimes individually referred to as a "Party" and collectively as "Parties."

RECITALS

WHEREAS, the Compton City Charter provides that the City Council shall appoint the City Manager of the City of Compton, who shall be chosen on the basis of his/her executive and administrative qualifications and be paid a salary commensurate with his/her responsibilities as chief administrative officer of the City; and

WHEREAS, the City Manager shall be responsible to the City Council for the proper administration of all affairs of the City of Compton excepting such matters for which elective officers are made responsible by the Compton City Charter; and

WHEREAS, on December 9, 2014, the Council, during a duly noticed City Council meeting, met in closed session and voted to appoint Ford to the position of City Manager of the City of Compton; and

WHEREAS, it is the desire of the City Council to provide certain benefits, to establish conditions of employment and to set working conditions for Ford; and

WHEREAS, Ford desires to accept employment as the City Manager of the City of Compton; and

WHEREAS, on ____________, 2015, the Council adopted Resolution No. __________, which approved an Employment Agreement between the City and Ford for the position of City Manager of the City.

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

Section 1. Employment and Term of Service

1.1 Employment. It is understood and agreed between the parties that the Council hereby agrees to employ Ford in the Unclassified Service position of City Manager of the City of Compton and Ford hereby accepts such employment.

1.2 Term of Service. The term of this Employment Agreement shall begin on December 10, 2014, and end on July 30, 2015, or until a candidate is selected from a recruitment search for the position of City Manager, unless this Employment Agreement is terminated sooner as provided in **Section 3 below.** Ford agrees that he shall not accept

#10.

any other employment during the term of this Employment Agreement, subject to the provisions of **Section 1.3(b)(2) below**. In consideration of the agreed term and the other provisions of this Employment Agreement, the parties mutually agree to waive Compton Municipal Code Section 2-2.9 (Limitation on Removal) in all circumstances where it may otherwise apply, if any.

1.3 City Manager's Commitments.

a. Duties and Authority.

(1) As City Manager, Ford shall be the chief executive officer of the City and be responsible to the City Council for the proper administration of all affairs of the City.

(2) Ford shall perform all of the duties of the City Manager as set forth in the Compton City Charter, the Compton Municipal Code and City policies and procedures approved by the City Council, as may be provided from time to time. Ford shall also perform other legally permissible and proper duties and functions as the City Council may assign from time to time.

(3) The City Council may also designate the City Manager as the chief executive of other City-related legal entities. Such other legal entities could include, but not be limited to financing authorities and joint powers authorities.

b. Hours of Work.

(1) As the City Manager, Ford is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations to the City Manager's position. The City Manager does not have set hours of work as the City Manager is expected to be available at all times.

(2) While employed as City Manager, Ford may engage in teaching, consulting, speaking or performing other non-City connected activities for which he is compensated only with the express prior consent of the City Council.

c. Disability or Inability to Perform.

In the event the City Manager becomes mentally or physically incapable of performing the City Manager's functions and duties with reasonable accommodation and it reasonably appears such incapacity will last for more than two (2) months, the City Council may terminate the City Manager. If the City Council does elect to terminate the City Manager due to incapacity, the City Manager shall receive severance benefits provided in **Section 3 below**.

1.4 City Council Commitments.

a. The City Council sets policy for the governance and administration of the City, and it implements its policies through the City Manager.

b. The City Council commits to spending time, the frequency of which shall be determined by the City Council in its discretion, to work with the City Manager and staff on setting goals and priorities for the City government.

c. In accordance with applicable provisions of the Compton City Charter, the Compton Municipal Code and City policies and procedures, except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees, officers, contractors and consultants solely through the City Manager or the City Manager's designee, and neither the City Council nor any member thereof shall give orders to any subordinate of the City Manager, either publicly or privately.

d. The City Council shall conduct performance evaluations and reviews of the City Manager as often as determined by the City Council, in its discretion, or as requested by the City Manager.

Section 2. Compensation and Benefits

The City agrees to provide the following compensation and benefits to Ford during the term of this Employment Agreement:

2.1 Compensation. It is agreed that upon signing this Employment Agreement, effective as of December 10, 2014, Ford shall receive a monthly salary in the amount of $17,083.33, paid at the same intervals and in the same manner as regular City employees, for the term of this Employment Agreement. Ford shall be compensated a full month salary for any month he serves as City Manager. It is understood that the maximum salary payable per year of services rendered by Ford, exclusive of other benefits specified within this Employment Agreement, shall not exceed $205,000.00, unless this Agreement is amended by the affirmative vote of at least three (3) members of the Council.

2.2 Employer Costs.

a. Federal Insurance Contributions Act (FICA), if applicable to the same extent provided other City employees.

b. Unemployment Compensation to the same extent provided other City employees.

c. Public Employees Retirement System (PERS).

The City contracts with the California Public Employees' Retirement System for retirement benefits. The City will pay Ford's full contribution (Employer/Employee Shares) for participation in the Public Employees'

#10.

Retirement System. The PERS benefit shall be based upon the 2.7% at 55-retirement plan.

d. The cost of any fidelity or other bonds required by law for the City Manager.

e. Workers' Compensation to the same extent provided other employees of the City.

2.3 Benefits.

a. Leave Allowances. During the term of this Employment Agreement, Ford shall be entitled to accrue and use the following types of leave:

(1) One (1) Personal Leave day per month for a maximum of twelve days per calendar year, beginning December 10, 2014. Personal Leave days accrued may not be carried over and must be used no later than the conclusion of each calendar year (i.e. December 31st).

(2) City holidays designated pursuant to Council resolution each fiscal year. City holidays that are designated as floating holidays may not be carried over and must be used no later than the conclusion of each fiscal year (i.e. June 30th).

(3) Accumulate Vacation Leave days at the same rate as the Chief Executive Management Employees in the City service.

(4) Accumulate Sick Leave days at the same rate as the Chief Executive Management Employees in the City Service.

b. Health Benefits.

During the term of this Employment Agreement, Ford shall be entitled to receive the same health coverage and benefits (i.e. medical, vision, dental insurance coverage) as the Chief Executive Management Employees in the City service.

c. Automobile Allowance.

During the term of this Employment Agreement, Ford shall have exclusive and unrestricted use, at all times during his employment as City Manager with the City, of an automobile provided to him by the City. City shall pay all liability, property damage and comprehensive insurance coverage and for the purchase, operation (including all fuels and lubricants) maintenance, repair and regular replacement of said automobile while Ford is employed as City Manager. Alternatively, Ford may elect to receive an automobile allowance of no less than $650 per month. Ford shall not be entitled to both the use of a City-provided automobile and an automobile allowance.

d. Cellular Phone Allowance.

During the term of this Employment Agreement, Ford shall be entitled to receive a cellular phone allowance of $100.00 per month or a City-provided and paid cellular phone, including the cost of monthly billing charges. Ford shall not be entitled to both a cellular phone allowance and provision of a City-provided and paid cellular phone.

e. Life Insurance.

During the term of this Employment Agreement, the City shall pay, on behalf of Ford, life insurance coverage with a principal amount of $100,000 and a conversion privilege.

f. Other Benefits.

During the term of this Employment Agreement, Ford may participate in all appropriate local, state and national professional organizations, seminars, conferences and professional development courses that are reasonable and beneficial to the City. City shall pay for all reasonable associated expenses necessary for said participation.

Section 3. Termination or Separation

3.1 Termination. The Council may terminate Ford's services with or without cause, *subject to the terms of this Section 3 herein, and without right of appeal*, by motion of the Council adopted by at least three affirmative votes pursuant to section 703 of the Compton City Charter, at any time during the term of this Employment Agreement subject to the following provisions:

a. In the event that Ford is terminated by the Council prior to the expiration of this Employment Agreement, he shall be entitled to receive a full month's salary as specified in **Section 2.1 above** and the full monetary value of any earned but unused vacation accumulated during the period of his service pursuant to this Employment Agreement. Ford's entitlement to earned, but unused sick days shall be governed by those provisions applicable to Chief Executive Management Employees in the City service.

b. In the event Ford is terminated by the Council prior to the expiration of this Employment Agreement due to his committing of any act of misfeasance or malfeasance, or due to the filing by any government agency with appropriate authority, of a criminal complaint charging him with any felony or misdemeanor involving moral turpitude, then the City shall only be obligated to pay the full monetary value of any earned but unused vacation accumulated during the period of his service pursuant to this Employment Agreement.

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3.2 Voluntary Separation.

a. In the event Ford decides to voluntarily separate his services as City Manager for the City during the term of this Employment Agreement, he shall first give the Council at least thirty (30) calendar days written advance notice of his intention to voluntarily separate his service with the City, unless the parties mutually agreed in writing otherwise.

b. If Ford voluntarily separates his services as City Manager for the City during the term of this Employment Agreement, he shall be entitled to receive a full month's salary as specified in **Section 2.1 above** and the full monetary value of any earned but unused vacation accumulated during the period of his service pursuant to this Employment Agreement. Ford's entitlement to earned, but unused sick days shall be governed by those provisions applicable to Chief Executive Management Employees in the City service.

3.3 Payment of Severance. Upon either termination or voluntary separation of service as City Manager, Ford shall be entitled to receive the applicable salary and/or benefits specified above in **Sections 2.1, 3.1 and 3.2** within five (5) City business days of termination or separation of service, unless otherwise mutually agreed; however, the City may withhold the payment of such severance until Ford's delivery to the City of any and all City books, records, documents, reports, materials and other type or form of property of the City.

<u>Section 4. General Provisions</u>

4.1 Amendments. This Employment Agreement may be amended in writing, signed by Ford, the majority of the Council and "Approved As To Form" by the City Attorney.

4.2 Conflict of Interest.

a. The City Manager shall not engage in any business or transaction or shall have a financial or other personal interest or association, direct or indirect, which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties. Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal or political associations.

b. The City Manager shall also comply with the conflict of interest provisions of the California Government Code and any conflict of interest code applicable to the City Manager's City employment.

c. The City Manager is responsible for submitting to the City Clerk the appropriate Conflict of Interest Statements at the time of appointment, annually thereafter, and at the time of separation from the position.

4.3 Indemnification.

a. In accordance with and to the extent provided by California's Tort Claims Act (Government Code Section 825 et seq.) and Government Code Sections 995-996.5, the City shall defend and indemnify the Ford against and for all losses sustained by Ford in direct consequences of the discharge of the City Manager's duties on the City's behalf for the period of the City Manager's employment. The City shall not be obligated to indemnify or represent Ford in any legal matters resulting from any malfeasance or misfeasance engaged in at any time while employed by the City or at any time thereafter, arising as a result of the performance of his duties as City Manager.

b. Nothing in this Agreement shall expand the City's defense and indemnification obligations beyond those provided in the Government Code Tort Claims Act and Government Code Sections 995-996.5. Further, in the event City provides funds for legal criminal defense pursuant to this sub-section and terms of the Government Code, Ford shall reimburse the City for such legal criminal defense funds if Ford is convicted of a crime involving an abuse of office or position, as provided by Government Code Sections 53243-53243.4.

4.3 Entire Agreement. The terms and conditions of this Agreement represent the entire understanding between the City and Ford regarding Ford's employment as the City Manager, and all preliminary negotiations and agreements are deemed a part hereof. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement.

4.4 Independence of Parties. Each party hereto has had the opportunity to receive independent legal advice with respect to the contents and advisability of making this Employment Agreement and executes this Agreement after having the opportunity to consult with legal counsel.

No provision of this Employment Agreement shall be interpreted for or against any party because that party or his/its legal representative drafted the provisions. This Agreement shall be deemed to have been drafted by all parties hereto. Each party hereto expressly covenants that the terms of this Employment Agreement are fair and have been freely negotiated by and between each of the parties.

4.5 Arbitration of Salary Dispute. Should a dispute arise between the parties hereto specifically concerning the amount of salary or period for which salary is to be paid, the parties agree that the dispute shall be submitted to binding arbitration. Such arbitration shall be conducted by a mutually agreed arbitrator. Each party hereto shall bear one-half of the costs of the arbitration, except each party shall bear their own costs for legal representation and witness fees. The parties agree that any disputes resolved by arbitration shall be final and binding. Any other disputes arising out of Ford's employment as City Manager, not specifically referenced herein, shall not be subject to the provisions of this section.

#10.

4.6 Severability. If any provision, or any portion thereof, contained in this Employment Agreement is held to be unconstitutional, invalid, or unenforceable, the

remainder of this Employment Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

4.7 Jurisdiction and Venue. This Employment Agreement shall be construed in accordance with the laws of the State of California, and the Parties agree that venue shall be in Los Angeles, California.

4.8 Notice. Any notice, amendments or additions to this Employment Agreement, including change of address during the term of this Agreement, which the City Manage or the City shall be required, or may desire, to make shall be in writing and shall be sent by prepaid first class mail or hand-delivered to the respective Parties as follows:

If to the City:

City Clerk
City of Compton
205 South Willowbrook Avenue
Compton, California 90220

With copy to:

City Attorney
City of Compton
205 South Willowbrook Avenue
Compton, California 90220

If to the City Manager:

‘

City Manager
City of Compton
205 South Willowbrook Avenue
Compton, California 90220
[or other address provided in writing to the City Clerk and City Attorney]

IN WITNESS WHEREOF, the Parties have executed this Employment Agreement.

______________________________ **Dated:** _______________

Johnny Ford

City of Compton
A Municipal Corporation

Dated: _______________ ______________________________

Aja Brown, Mayor

Dated: _______________ ______________________________

Janna Zurita, Council Member
First Council District

Dated: _______________ ____________________________________
Isaac Galvan, Council Member
Second Council District

Dated: _______________ ____________________________________
Yvonne Arceneaux, Council Member
Third Council District

Dated: _______________ ____________________________________
Dr. Willie O. Jones, Council Member
Fourth Council District

Approved as to form:

By ______________________________ Dated: _________________
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _______________ By _________________________________
Alita Godwin, City Clerk