

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, September 01, 2015 3:00 PM

HEARING(S)

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

1. INVESTMENT REPORT - June 30, 2015 (**Receive/File**)

HUMAN RESOURCES

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,175 AND ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2015 - 2016

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

3. A REQUEST TO SCHEDULE A PUBLIC HEARING TO ADOPT A RESOLUTION INCREASING THE BUILDING AND SAFETY DEPARTMENT PERMIT AND INSPECTION FEES **(September 22, 2015 at 6:00 PM)**
4. REQUEST TO APPOINT INDEPENDENT LEGAL COUNSEL REPORTING DIRECTLY TO CITY COUNCIL **(Action Item)**

CITY ATTORNEY'S REPORTS

CLOSED SESSION

5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Thompson v. City of Compton, et al., LASC Case No. BC578299
Pursuant to California Government Code Section 54956.9(a)

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

UNFINISHED BUSINESS

NEW BUSINESS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH EVAN BROOKS ASSOCIATES FOR A SPEED ZONE STUDY OF STREETS WITH ENGINEERED SPEED CONTROLS (\$40,000)
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WILLIE FORGE TO OPERATE THE COMPTON PAR 3 GOLF COURSE AND LEASE THE COURSE PRO SHOP AND SNACK BAR FOR FISCAL YEAR 2015-2016
8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACKNOWLEDGING THE RECEIPT AND FILING OF THE ANNUAL STATEMENT OF INVESTMENT POLICY FOR THE FISCAL YEARS 2015-2016 AND 2016-2017

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SALES AND MULTI-YEAR MAINTENANCE AGREEMENT WITH HEIDELBERG USA, INC. FOR THE PURCHASE OF A SUPRASETTER A52 GEN III PLATE MAKER PROCESSOR (\$156,146.23)
10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO PURCHASE A CERTIFIED HEIDELBERG 10X15 PRINTING PRESS FROM AND ISSUE A PURCHASE ORDER TO APEX BUSINESS MACHINE SUPPLIES IN THE AMOUNT OF \$93,800.00
11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE ALL MATTERS RELATING TO THE STATE OF CALIFORNIA ACTIVE TRANSPORTATION PROGRAM CYCLE I GRANT PROJECT AND REQUEST FOR PAYMENT NECESSARY TO SECURE GRANT FUNDS THERETO WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION
12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,145 AND APPROVE AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN REVISING THE CLASSIFICATION SPECIFICATIONS FOR HUMAN RESOURCES SPECIALIST, HUMAN RESOURCES ANALYST AND DIRECTOR OF COMMUNITY DEVELOPMENT
13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING SALARY RANGES AND FRINGE BENEFITS FOR EMPLOYEES IN UNREPRESENTED CLASSIFICATIONS
14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON URGING THE GOVERNOR AND LEGISLATURE TO PROVIDE NEW SUSTAINABLE FUNDING FOR STATE AND LOCAL TRANSPORTATION INFRASTRUCTURE IN THE GOVERNOR'S SPECIAL SESSION
15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICE AGREEMENT WITH IMS CONSULTANTS FOR ADDITIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE STREET REHABILITATION PROJECT (CDBG #13-02) AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$136,886.30
16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE STATE OF CALIFORNIA BOARD OF EQUALIZATION FOR THE COLLECTION OF UTILITY USERS TAX ON PREPAID WIRELESS TELEPHONY

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER AND MUNISERVICES, LLC TO EXAMINE PREPAID MOBILE TELEPHONY SERVICES SURCHARGE AND LOCAL CHARGE RECORDS FOR THE PURPOSE OF CONFIRMING THE PROPER REMITTANCE OF CHARGES BY RETAILERS.

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, September 08, 2015 @ 5:45 PM.

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

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

DATE: SEPT 01, 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 JUNE 30, 2015.

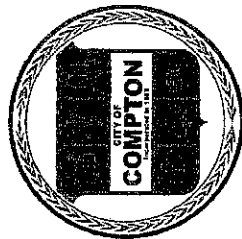
DOUGLAS SANDERS
CITY TREASURER

City Treasurer's Investment Report

JUNE 30, 2015

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 as to 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 with the balance due in June 2015. As of June 30, 2015 the City had an estimated total in the General City Bank account plus LAIF accounts of \$18.1 million. At the time of this report approximately \$2.1 million in outstanding warrants was to be paid to vendors. Our PERS balance is approximately \$7.4 million as of the date of this report. Interest rates continue to be very low due to the Fed Fund rate being below $\frac{1}{4}$ of 1% or .25%. In previous Fed meetings they stated to continue to keep the fed rates below $\frac{1}{4}$ of 1%, however there could be a rate increase by the end of the year. The City of Compton's next property tax revenue is in December of this fiscal year 2015/2016. The City received on May 20, 2015 property Tax revenue of approximately net \$2.38 million and \$5.7 million going toward the TRANs payment. The approximate TRANS balance to draw funds from is just below \$200K; therefore, the remainder of this fiscal year's LA SHERIFF's payments will come from the general fund. Also early in the next fiscal year the City will have major Bond payments in August and September 2015. Management will be looking at another possible TRANs transaction for the fiscal year 2015/2016. Over the last 4 years, our City continues in meeting its obligations to the vendors on payments, due to the combined efforts of Management, The City Controller's office, as well as The Treasurer's office, contributing to the success of our City.

The pricing of securities is done by Union Bank and Interactive Data Services. Moody Investor Service rates the State Pool Accounts AAA.



CITY OF COMPTON
Portfolio Management
Portfolio Summary
June 30, 2015

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	707,008.17	707,008.17	707,008.17	2.29	1	1	0.109	0.110
Local Agency Investment Funds	30,060,292.76	30,060,292.76	30,060,292.76	97.31	1	1	0.257	0.260
Managed Pool & Money Market Account	124,331.19	124,331.19	124,331.19	0.40	1	1	0.148	0.150
Investments	30,891,632.12	30,891,632.12	30,891,632.12	100.00%	1	1	0.253	0.256

Total Earnings	June 30	Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	6,640.15		75,219.62	75,219.62
Average Daily Balance	28,981,555.41		29,747,684.37	
Effective Rate of Return	0.28%		0.25%	

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 client cash to meet its expenditure requirements for the next six months or provide an explanation as to why sufficient cash funds may or may not be available. The investment program should provide the balance due in June 2015. As of June 30, 2015 the City had an estimated total in the General City Bank account plus LAIF accounts of \$18.1 million. At the time of this report approximately \$2.1 million in outstanding warrants was to be paid to vendors. Our PERS balance is approximately \$7.4 million as of the date of this report. Interest rates continue to be very low due to the Fed Fund rate being below 1/4 of 1% or .25%. In previous Fed meetings they stated to continue to keep the fed rates below 1/4 of 1%, however there could be a rate increase by the end of the year. The City of Compton's next property tax revenue is in December of this fiscal year 2015/2016. The City received on May 20, 2015 property Tax revenue of approximately net \$2.38 million and \$5.7 million going toward the TRANS payment. The approximate TRANS balance to draw funds from is just below \$200K; therefore, the remainder of this fiscal year's LA SHERIFF's payments will come from the general fund. Also early in the next fiscal year the City will have major Bond payments in August and September 2015. Management will be looking at another possible TRANS transaction for the fiscal year 2015/2016. Over the last 4 years, our City continues in meeting its obligations to the vendors on payments, due to the combined efforts of Management, The City Controller's office, as well as The Treasurer's office, contributing to the success of our City.

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 6/30/15
3 month T-Bill @ 0.0000%
6 month T-Bill @ 0.0760%
1 year T-Bill @ 0.2650%

DOUGLAS SANDERS, CITY TREASURER
06/27/15

Reporting period 06/01/2015-06/30/2015

Run Date: 08/27/2015 - 09:52

Portfolio COMP
AC
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.3b

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
June 30, 2015

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 380	YTM 365	Days to Maturity	Maturity Date
Passbook/Checking Accounts -2												
5007	5007	Family Self Sufficiency			401,222.12	401,222.12	401,222.12	0.080	0.079	0.080	1	
4000	4000	Neighborhood Improvement			305,786.05	305,786.05	305,786.05	0.150	0.148	0.150	1	
		Subtotal and Average	706,946.23		707,008.17	707,008.17	707,008.17		0.109	0.110	1	
Local Agency Investment Funds												
6000	6000	General City			10,874,952.34	10,874,952.34	10,874,952.34	0.260	0.257	0.260	1	
6011	6011	SA Low Cost Housing			177,585.86	177,585.86	177,585.86	0.260	0.257	0.260	1	
6029	6029	Measure R			1,362,898.05	1,362,898.05	1,362,898.05	0.260	0.257	0.260	1	
6019	6019	EDA Revolving Loan			437,114.77	437,114.77	437,114.77	0.260	0.257	0.260	1	
6002	6002	Prop C			5,098,246.29	5,098,246.29	5,098,246.29	0.260	0.257	0.260	1	
6030	6030	PROP A			1,843,914.67	1,843,914.67	1,843,914.67	0.260	0.257	0.260	1	
6027	6027	River Mountain Conservancy			11,775.16	11,775.16	11,775.16	0.260	0.257	0.260	1	
6007	6007	Successor Agency General			10,577.98	10,577.98	10,577.98	0.260	0.257	0.260	1	
6003	6003	Sewer Bond Proceeds			829,814.89	829,814.89	829,814.89	0.260	0.257	0.260	1	
6022	6022	Regional Park			2,744,984.52	2,744,984.52	2,744,984.52	0.260	0.257	0.260	1	
6021	6021	Retirement Fund			6,668,428.23	6,668,428.23	6,668,428.23	0.260	0.257	0.260	1	
		Subtotal and Average	28,150,292.76		30,060,292.76	30,060,292.76	30,060,292.76		0.257	0.260	1	
Managed Pool & Money Market Account												
5004	5004	Formal Assurance Prg Money Mkt			123,798.17	123,798.17	123,798.17	0.150	0.148	0.150	1	
5005	5005	Rental Rehab Prg Money Market			203.02	203.02	203.02	0.060	0.059	0.060	1	
5003	5003	Residential Rehab Money Market			330.00	330.00	330.00	0.040	0.039	0.040	1	
		Subtotal and Average	124,316.42		124,331.19	124,331.19	124,331.19		0.148	0.150	1	
		Total and Average	28,981,555.41		30,891,632.12	30,891,632.12	30,891,632.12		0.253	0.256	1	

Portfolio COMP
AC
PM (PRF_PM2) 7.3.0

Report Ver. 7.3.3b

**CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
JUNE 30, 2015**

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BANK	1,341,248.90
1001	GENERAL CITY ACCOUNT	BANK OF THE WEST	8,139,929.66
1520	MEASURE R	BANK OF THE WEST	219,864.65
2000	PROP A	BANK OF THE WEST	272,329.66
4000	SA GENERAL	BANK OF THE WEST	7,822,026.68
2100	PERS	BANK OF THE WEST	20,431.62
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	401,222.12
2754-84-85	JTPA - CAREERLINK	BANK OF THE WEST	278,139.83
2805	HOME LOAN PROGRAM	BANK OF THE WEST	749,079.27
2818	SECTION 108 - HUD FUND	BANK OF THE WEST	2,383,417.98
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	146,227.50

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
JUNE 30, 2015

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
1001	COC - CHANGE FUND	BANK OF THE WEST	176.00
1900	PROP C	BANK OF THE WEST	211,762.87
6300	WORKERS COMP	BANK OF THE WEST	114,714.00
2820	HOUSING AUTHORITY	BANK OF THE WEST	1,530,506.94
1001	EMERGENCY MEDICAL SERVICES COC	BANK OF THE WEST	470,558.64
1061	COPS GRANT WEED AND SEED	BANK OF THE WEST	4,008.29
1001	COC PARKING VIOLATIONS	BANK OF THE WEST	155,964.15
1001	COC UTILITIES BILLINGS	BANK OF THE WEST	904,198.46

September 1, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
RESCINDING RESOLUTION NO. 24,175 AND ESTABLISHING THE
HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR
2015-2016**

SUMMARY

The purpose of this resolution is to rescind Resolution No. 24,175 for reasons specified below and adopt another resolution for purposes of establishing the holiday schedule for City employees for Fiscal Year 2015-2016. This resolution includes eligibility, accrual, use and carryover of established holidays.

BACKGROUND

In accordance with City of Compton Personnel Rules and Regulations, Rule 7.5A, City employees shall receive time off with pay on legal holidays as designated by the City Council. Full-time regular and probationary employees are eligible for full holiday pay and permanent part-time employees receive holiday pay for one-half of the scheduled holiday. When a holiday falls on Sunday, the following Monday shall be observed, and when a holiday falls on a Saturday, the preceding Friday shall be observed.

On June 23, 2015, the City Council adopted Resolution No. 24,175, which established City employees' holiday schedule for Fiscal Year 2015-2016, however, several revisions are needed in that the date for celebration of Cesar Chavez' birthday (Section 1 of Resolution No. 24,175) is incorrect and Section 7 of Resolution No. 24,175 (providing personal leave days during the Christmas holiday) is not applicable in that such leave time was not agreed to within the Memorandums of Agreement with the various employee bargaining units. Thus, Resolution No. 24,175 should be rescinded and replaced by the attached resolution.

STATEMENT OF FACT

There is a need for the City Council to rescind Resolution No. 24,175 for the reasons stated above and adopt another resolution establishing the holiday schedule for City employees for Fiscal Year 2015-2016.

#2.

**Staff Report – Resolution Rescinding Resolution No. 24,175
Adopting Holiday Schedule for FY 2015-2016
September 1, 2015, page 2**

FISCAL IMPACT

Establishment of the employee holiday schedule is not anticipated to have a financial impact.

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution establishing the Holiday Schedule for City employees for Fiscal Year 2015-2016.

**JOHNNY FORD
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
RESCINDING RESOLUTION NO. 24,175 AND ESTABLISHING THE
HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2015-
2016

WHEREAS, Rule 7.5A of the City of Compton 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; and

WHEREAS, on June 23, 2015, the City Council adopted Resolution No. 24,175, which established City employees’ holiday schedule for Fiscal Year 2015-2016, however, several revisions are needed in that the date for celebration of Cesar Chavez’ birthday is incorrect and Section 7 of Resolution No. 24,175 is not applicable in that such leave time was not agreed to within the Memorandums of Agreement with the various employee bargaining units.

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

Section 1. That Resolution No. 24, 175, adopted by the City Council on June 23, 2015, is hereby rescinded.

Section 2. That the following holidays are hereby established as legal holidays for City employees, as set forth herein:

<u>HOLIDAY</u>	<u>DATE HOLIDAY OBSERVED</u>
Independence Day	July 4, 2015 */** (Saturday)
Labor Day	September 7, 2015 (Monday)
Admission’s Day	Floating Holiday
Veteran’s Day	November 11, 2015 (Wednesday)
Thanksgiving Day	November 26, 2015 (Thursday)
Friday After Thanksgiving	November 27, 2015** (Friday)
Christmas Day	December 25, 2015** (Friday)
New Year’s Day	January 1, 2016** (Friday)
Martin Luther King Jr.’s Birthday	January 18, 2016 (Monday)
Lincoln’s Birthday	Floating Holiday
Washington’s Birthday (President’s Day)	February 15, 2016 (Monday)
Cesar Chavez’ Birthday	March 31, 2016 (Thursday)
Cinco de Mayo	May 5, 2016 (Thursday)

Memorial Day	May 30, 2016 (Monday)
Employee's Birthday	Floating Holiday

**According to Personnel Rule 7.5A, when a holiday falls on a Saturday, the preceding Friday shall be observed.*

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

Section 3. That employees that have unused Fiscal Year 2014-2015 floating holidays shall be allowed to extend the utilization of such floating holidays through December 31, 2015. Such extension shall apply through December 31, 2015 only and shall be nonrecurring.

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 their Department for use of paid leave benefits.

Section 7. That floating holidays accrued during Fiscal Year 2015-2016, except the Employee's Birthday, must be utilized by June 30, 2016.

Section 8. That this holiday schedule is effective July 1, 2015 and shall continue to be observed as set forth in this Resolution, unless otherwise revised by the City Council.

Section 9. That a certified copy of this Resolution shall be forwarded to each City department and agency.

Section 10. 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

Resolution No. _____
Page 3

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 ____ 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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Human Resources

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,175 AND ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2015 - 2016

Kareemah Bradford
DEPARTMENT MANAGER’S SIGNATURE

7/22/2015 2:28:18 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

8/23/2015 10:02:55 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

7/23/2015 11:54:18 AM
DATE

Johnny Ford
CITY MANAGER

7/22/2015 6:32:43 PM
DATE

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

September 1, 2015

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A REQUEST TO SCHEDULE A PUBLIC HEARING TO ADOPT A RESOLUTION
INCREASING THE BUILDING AND SAFETY DEPARTMENT PERMIT AND
INSPECTION FEES**

The Community Development Department and the Building and Safety Department are proposing an increase in the fees for building permits and inspection services and therefore are requesting that a public hearing be scheduled for this matter for **Tuesday, September 22, 2015 at 6:00 p.m.**

**STEVEN MASURA
COMMUNITY DEVELOPMENT DIRECTOR**

**JOHNNY FORD
CITY MANAGER**

September 1, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL
SERVICES AGREEMENT WITH EVAN BROOKS ASSOCIATES FOR A SPEED
ZONE STUDY OF STREETS WITH ENGINEERED SPEED CONTROLS
(\$40,000)**

SUMMARY

Adoption of the attached resolution will accept the proposal of and authorize the City Manager to enter into a professional services agreement with Evan Books Associates ("EBA") for a speed zone study of streets with engineered speed controls and authorize the issuance of a purchase order in the not-to-exceed amount of \$40,000.00.

BACKGROUND

Sections 40800 through 40808 of the California Vehicle Code require local agencies to conduct a new speed zone study of streets with engineered speed controls every 5 years. Cities that fail to conduct a speed zone study are not allowed to use radar to enforce speed limits on streets with engineered speed controls.

The City of Compton last performed a speed zone study in 2010. A list of streets with engineered speed controls is attached. This study will be outdated soon, thus a new study needs to be performed.

To comply with Vehicle Code requirements, the Public Works/Municipal Utilities Department needs the services of a qualified and experienced engineering firm to perform a speed zone study of streets with engineered speed controls.

STATEMENT OF ISSUE

Staff solicited proposals to provide the needed services from a number of engineering firms: Psomas (Los Angeles), Penco Engineering, Inc. (Irvine) and Evan Brooks Associates (Pasadena). Evan Brooks Associates was the only firm to submit a proposal, which was reviewed by staff on the basis of completeness of proposal, quality of previous work performed, understanding of the projects scope of work, experience of project team, references and proposed work schedule. EBA's proposal met the evaluation criteria and has provided satisfactory services to the City in the past and current fiscal year on other public work projects, thus staff recommends that they be awarded the contract for the preparation of the speed zone study.

#6.

Staff Report – Resolution Authorizing Agreement
Evan Brooks Associates/Speed Zone Study
September 1, 2015, page 2

FISCAL IMPACT

The funds will be paid from Prop C funds available in Account No. 1900 710 000 4269.

ALTERNATIVE

No alternative is recommended.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

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

APPROVED FOR FORWARDING:

**JOHNNY FORD
CITY MANAGER**

Attachments: Consultant Proposal
 Resolution
 Proposed Professional Services Agreement
 70 Street Segments

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL
SERVICES AGREEMENT WITH EVAN BROOKS ASSOCIATES FOR A
SPEED ZONE STUDY OF STREETS WITH ENGINEERED SPEED
CONTROLS (\$40,000)**

WHEREAS, Sections 40800 through 40808 of the California Vehicle Code require local agencies to conduct a new speed zone study of streets with engineered speed controls every 5 years; and

WHEREAS, cities that fail to conduct a speed zone study are not allowed to use radar to enforce speed limits on streets with engineered speed controls; and

WHEREAS, the City of Compton last performed a speed zone study in 2010, which will be outdated soon, thus a new study needs to be performed; and

WHEREAS, to comply with Vehicle Code requirements, the Public Works/Municipal Utilities Department needs the services of a qualified and experienced engineering firm to perform a speed zone study of streets with engineered speed controls; and

WHEREAS, staff received a proposal from Evan Brooks Associates (“EBA”), which was reviewed by staff on the basis of completeness of proposal, quality of previous work performed, understanding of the projects scope of work, experience of project team, references and proposed work schedule and EBA’s proposal met the evaluation criteria, thus, staff recommends that they be awarded the contract for the preparation of the speed zone; and

WHEREAS, funds for this expenditure 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, on the advice and approval of the City Attorney is hereby authorized to enter into a professional services agreement with Evan Brooks Associates to perform a speed zone study of streets with engineered speed controls in a not-to-exceed amount of Forty Thousand Dollars and Zero Cents (\$40,000.00).

SECTION 2. That funds for this expenditure are available in the 2014-2015 Fiscal Year budget in Account No. 1900 710 000 4269.

SECTION 3. That a purchase order is authorized to be issued in an amount of Forty Thousand Dollars (\$40,000.00).

SECTION 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works/Municipal Utilities Department.

SECTION 5. 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 a regular meeting thereof held on the ____ day of _____, 2015.

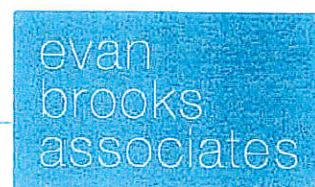
That said Resolution was adopted by the following vote:

AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-
ABSTAINS: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

MAR 10 2015

February 23, 2015

*Strategic Planning Consultants*

Service Proposal

Mr. Glen Kau, P.E,
Public Works/Municipal Utilities Director/City Engineer
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

TRAFFIC ENGINEERING SERVICES FOR A CITYWIDE SPEED SURVEY AND TRAFFIC COUNTS

Dear Mr. Kau:

EvanBrooksAssociates (EBA) is pleased to submit this proposal to provide Traffic Engineering and Traffic Survey Reporting for various streets within the City of Compton. The Survey Report will be prepared based on a detailed field investigation, survey of travel speeds and accident history of various roadway segments requested for this study. The Project Manager and Traffic Engineer will be supported by the corporate staff of EBA as well as by any sub-contractors of the firm who may possess the technical expertise.

The primary tasks for completing this Citywide Traffic Survey Report include:

1. Surveying and analyzing average volume of traffic on city streets with engineered speed controls using speed radar methods;
2. Analyzing the average and 85th percentile speed of vehicles on selected city street segments with engineered speed controls using speed radar method;
3. Conduct traffic counts for selected city arterials and major collectors; and
4. Prepare draft and final reports on vehicular traffic data identifying recommendations to set and maintain speed limits on city streets with engineered speed controls. These recommendations will be in accordance with all applicable codes, laws, standards, regulations, and guidelines.

SCOPE OF WORK

Project Scope is to prepare traffic surveys at selected streets within the City in order to establish updated speed limits that can be enforced using radar. Applicable sections of the California Vehicle Code (CVC) and Caltrans Manual of Uniform Traffic Control Devices (CA-MUTCD) and

Traffic Manual will be followed so that the posted speed limit can be upheld by the courts and will not constitute a "Speed Trap" as defined by CVC Section 40802.

The following summarizes the major tasks that will be performed to successfully complete the project.

Task 1. Project Initiation

- A. Meet with City staff to kick off the project and discuss the project, identify problem areas, establish communication with Traffic Engineering and law enforcement agency and prepare a priority schedule for conducting surveys.
- B. Establish criteria to be included in survey including staff concerns, as well as Traffic Engineering and Vehicle Code requirements.

Task 2. Data Collection and Field Review

- A. During the meeting, our staff will request any necessary maps, data, and other information required for the speed survey and study.
- B. Conduct speed surveys on 70 street segments of all major/minor arterial, collector streets, as identified in the attached City street map. This task will include; observing, measuring, and recording speed and volume data for vehicular traffic on 70 major city arterials within the City of Compton with engineered speed controls.

Our staff will review the copy of Citywide Speed Limits Map prepared in May 2010 a guide to understanding past speed survey locations and will be reviewed for completeness and reasonableness.

If there are any changes in the roadway characteristics necessitating change in the survey limits, the City staff will be informed and approvals will be obtained. A field review of each survey segment will be performed to determine roadway, traffic and roadside characteristics which may not be readily apparent to the motorist, as well as to check the condition and location of existing speed limit signs.

For the locations with low average daily traffic (ADT) volumes (ADT of less than 1,500 vehicles) the survey period will be limited to one hour or until fifty (50) samples are collected. In no case will the sample for any survey be less than fifty (50) vehicles. Speed measurements will be taken during off-peak hours on weekdays to minimize the effects of traffic congestion on vehicular speed. If there is difficulty in obtaining the minimum sample size, measurements will be taken during any other period with free flowing traffic. Survey locations will be selected so that



the influence of adjacent traffic controls and roadway characteristics are minimized.

- C. Collect accident history data from the Statewide Integrated Traffic Records System (SWITRS) website and Compton Police department, as well as Traffic Volume data from the Public Works Department will be used in calculating the accident rates.

Mid-block and intersection accidents for the last three years will be analyzed. Accident rates will be determined for each segment based on the segment length, number of accidents, and average daily traffic volumes. These rates will be compared with the average rates for roadways with similar characteristics to determine if the accident incidence is greater than what is typically expected.

Speed limit recommendations will be developed utilizing information obtained from the above tasks.

Task 3.

Data Analysis

Data collected in Task 2 will be tabulated, analyzed and plotted to identify the 85th percentile speed, average speed, pace speed range and the percentage of vehicles in the pace. Our staff will perform data analysis and statistical calculations necessary to complete the analysis and prepare a report, including, summaries and explanations of the data.

Task 4.

Report

Our staff will meet with City staff to discuss the project status and deliverables at three stages of the project. The meetings are presently contemplated to occur at the following stages of the project:

- 1) Kickoff Meeting
- 2) Draft Submittal Meeting
- 3) Final Draft Submittal Meeting

Recommendations will be documented on survey forms and submitted to the City for review. A summary of the field data will be generated for each segment. The summary will include a tally of the radar measurements and the 15th percentile, 50th percentile and 85th percentile (critical) speeds and 5 or 10 mph pace speeds for each direction on each segment. Recommendations for the posted speed limits will be based on the measured speeds, accident incidence, and review of conditions not readily apparent to the driver.

The survey information will be provided in standard output forms. These forms will be generated by our in-house speed survey program (CROSSROADS) which

have been proven to be accurate, complete and legally acceptable as many agencies now use these standard forms for speed surveys.

The following statement will be printed at the end of the report:

" The Traffic Survey has been made according to the method determined by Caltrans for use by local authorities and includes, among other things, consideration of prevailing speeds as determined by traffic engineering measurements, available accident records and roadside conditions not readily apparent to the driver.

This writing has been made at or near the time of the survey, and the sources of information and method of preparation used in preparing this writing are trustworthy since they were made by:

Pursuant to Caltrans' Requirement.

Date: _____

Name: _____

Title: _____

The Final Report will include the space for the recommended speed limit and signature by the City Engineer or his designee. "

Deliverables

Four (4) unbound copies of the Draft Report of the survey and recommendations will be submitted to the City for review and comments.

Six (6) bound copies of the Final Report, addressing City comments, and one (1) CD with electronic text and data files will be provided to the City for the exclusive use by the City.

Original field data sheets will be provided, including; full-size Speed Limits Maps [24"x36"] shall be attached to the draft report and final report. All copies of the final report submitted to the City shall bear the original professional registration stamp and signature of our traffic engineer and a CD of the final report shall be included in the final submittal. We understand that all approved deliverable products shall become property of the City of Compton.



COST PROPOSAL

The estimated EBA cost to complete the work presented in this Proposal is provided in a separate envelope labeled "COST PROPOSAL". This cost proposal includes hours for work tasks, project management, radar survey, ADT counts, engineering, analysis and coordination services such as staff meetings and project direct expenses. The Cost Proposal provides a breakdown of the Firm's billing rate. These rates will be valid for the entire term of the Contract.

Additional Services

Work beyond the scope of work, including conducting additional traffic counts and level of service analysis, parking occupancy counts, participation in additional meetings with the City/client, community meetings and public hearings, written response to public comments, preparation of transportation demand/system management (TDM/TSM) plans, or detailed design for improvement/mitigation measures, if necessary, will be undertaken only on direction by you or your authorized agent, and will be billed separately in accordance with the attached fee schedule. Preparation for meeting, waiting and travel time is charged at normal hourly rates and is in addition to time spent at a hearing.

Our team members are excited and we look forward to having the opportunity to discuss our qualifications in a greater detail, if necessary. Should you have any questions, you may call me at (626) 799-8011.

Sincerely,


Hal Suetsugu
Vice President

Evan Brooks Associates
T: (626) 799-8011
F: (888) 421-8798
hal@ebaplanning.com

MAR 10 2015

COST PROPOSAL**TRAFFIC ENGINEERING SERVICES FOR A CITYWIDE SPEED SURVEY AND TRAFFIC COUNTS**

The estimated EBA cost to complete the work presented in this proposal attached to this cost proposal and is stated **not to exceed \$40,000**. This cost proposal includes hours for work tasks, project management, radar survey, ADT counts, engineering, analysis and coordination services such as staff meetings and project direct expenses. The Table below provides a breakdown of the Firm's billing rate and the proposed work plan. These rates will be valid for the entire term of the Contract.

**2015
BILLING RATES**

Assigned Personnel	Hourly Rate
Project Manager (PM)	\$140
Traffic Engineer (TE)	\$130
Planner/Technical Research (PL)	\$115
Administrative Assistance (AA)	\$70

Additional Services

Work beyond the scope of work, including conducting additional traffic counts and level of service analysis, parking occupancy counts, participation in additional meetings with the City/client, community meetings and public hearings, written response to public comments, preparation of transportation demand/system management (TDM/TSM) plans, or detailed design for improvement/mitigation measures, if necessary, will be undertaken only on direction by you or your authorized agent, and will be billed separately in accordance with the attached fee schedule. Preparation for meeting, waiting and travel time is charged at normal hourly rates and is in addition to time spent at a hearing.

TRAFFIC ENGINEERING SERVICES

CITY OF COMPTON

Glen W.C. Kau, P.E., Public Works/Municipal Utilities Director/City Engineer

February 22, 2015

NOT TO EXCEED: \$ 40,000

Citywide Traffic Survey and Reporting at 70 Locations

Task	Scope of Work	Staff	Hours	Rate	Total
1.A.	Meet with City staff to kick off the project and discuss the project, identify problem areas, establish communication with Traffic Engineering and law enforcement agency and prepare a priority schedule for conducting surveys.	PM	4.0	\$140	\$ 560.00
		TE	4.0	\$130	\$ 520.00
		PL	8.0	\$115	\$ 920.00
		AA	2.0	\$70	\$ 140.00
		Sub-Total			\$ 2,140.00
1.B.	Establish criteria to be included in survey including staff concerns, as well as Traffic Engineering and Vehicle Code requirements.	PM	4.0	\$140	\$ 560.00
		TE	8.0	\$130	\$ 1,040.00
		PL	12.0	\$115	\$ 1,380.00
		AA	4.0	\$70	\$ 280.00
		Sub-Total			\$ 3,260.00
2.A.	During the meeting, our staff will request any necessary maps, data, and other information required for the speed survey and study.	PM	2.0	\$140	\$ 280.00
		TE	4.0	\$130	\$ 520.00
		PL	6.0	\$115	\$ 690.00
		AA	3.0	\$70	\$ 210.00
		Sub-Total			\$ 1,700.00
2.B.	Conduct speed surveys on 70 street segments of all major/minor arterial, collector streets, as identified in the attached City street map. This task will include; observing, measuring, and recording speed and volume data for vehicular traffic on 70 major city arterials within the City of Compton with engineered speed controls.	PM	20.0	\$140	\$ 2,800.00
		TE	70.0	\$130	\$ 9,100.00
		PL	35.0	\$115	\$ 4,025.00
		AA	8.0	\$70	\$ 560.00
		Sub-Total			\$ 16,485.00
2.C.	Collect accident history data from the Statewide Integrated Traffic Records System (SWITRS) website and Compton Police department, as well as Traffic Volume data from the Public Works Department will be used in calculating the accident rates.	PM	10.0	\$140	\$ 1,400.00
		TE	17.0	\$130	\$ 2,210.00
		PL	20.0	\$115	\$ 2,300.00
		AA	12.0	\$70	\$ 840.00
		Sub-Total			\$ 6,750.00
3	Data collected in Task 2 will be tabulated, analyzed and plotted to identify the 85 th percentile speed, average speed, pace speed range and the percentage of vehicles in the pace. Our staff will perform data analysis and statistical calculations necessary to complete the analysis and prepare a report, including, summaries and explanations of the data.	PM	8.0	\$140	\$ 1,120.00
		TE	21.0	\$130	\$ 2,730.00
		PL	10.0	\$115	\$ 1,150.00
		AA	6.0	\$70	\$ 420.00
		Sub-Total			\$ 5,420.00
4	Our staff will meet with City staff to discuss the project status and deliverables at three stages of the project.	PM	6.0	\$140	\$ 840.00
		TE	10.0	\$130	\$ 1,300.00
		PL	12.0	\$115	\$ 1,380.00
		AA	10.0	\$70	\$ 700.00
		Sub-Total			\$ 4,220.00

TOTALS: \$ 39,975.00

Summary of Recommendations							
No.	Street	From	To	Posted Speed Limit	Critical Speed	Recommended Speed Limit	Comments
1	EAST ALAMEDA ST	AUTO DRIVE	GREENLEAF BLVD	35	37	35	CLOSEST TO 85 TH SPEED
2	EAST ALAMEDA ST	GREENLEAF BLVD	COMPTON BLVD	35	37	35	CLOSEST TO 85 TH SPEED
3	EAST ALAMEDA ST	COMPTON BLVD	ROSECRANS AVE	30	36	35	CLOSEST TO 85 TH SPEED
4	EAST ALAMEDA ST	ROSECRANS AVE	NORTH CITY LIMIT	NP	42	35/25**	
5	WEST ALAMEDA ST	SOUTH CITY LIMIT	GREENLEAF BLVD	40	42	40	CLOSEST TO 85 TH SPEED
6	WEST ALAMEDA ST	GREENLEAF BLVD	ALONDRA BLVD	35	42	40	CLOSEST TO 85 TH SPEED
7	WEST ALAMEDA ST	ALONDRA BLVD	COMPTON BLVD	35	37	35	CLOSEST TO 85 TH SPEED
8	WEST ALAMEDA ST	COMPTON BLVD	ROSECRANS AVE	35	37	35	CLOSEST TO 85 TH SPEED
9	WEST ALAMEDA ST	ROSECRANS AVE	NORTH CITY LIMIT	40	41	40	CLOSEST TO 85 TH SPEED
10	ALONDRA BLVD	WEST CITY LIMIT	WILMINGTON AVE	40	43	40	
11	ALONDRA BLVD	WILMINGTON AVE	ALAMEDA ST	35	46	40	
12	ALONDRA BLVD	ALAMEDA ST	LONG BEACH BLVD	35	42	40/25**	CLOSEST TO 85 TH SPEED
13	ALONDRA BLVD	LONG BEACH BLVD	EAST CITY LIMIT	35	37	35	CLOSEST TO 85 TH SPEED
14	APRA ST	VICTORIA ST	ACACIA AVE	40	41	40	CLOSEST TO 85 TH SPEED
15	ARTESIA BLVD (FB)	CENTRAL AVE	ACACIA AVE	45	47	45	CLOSEST TO 85 TH SPEED
16	ARTESIA BLVD (WB)	CENTRAL AVE	ACACIA AVE	45	47	45	CLOSEST TO 85 TH SPEED
17	ARTESIA BLVD	ACACIA AVE	SANTA FE AVE	45	47	45	CLOSEST TO 85 TH SPEED
18	ARTESIA BLVD	SANTA FE AVE	SUSANA HARBOR	45	46	45	CLOSEST TO 85 TH SPEED
19	ATLANTIC AVE	ALONDRA BLVD	SOUTH CITY LIMIT	35	37	35	CLOSEST TO 85 TH SPEED
20	BRADFIELD AVE	ROSECRANS AVE	COMPTON BLVD	25	25	25	CLOSEST TO 85 TH SPEED
21	BULLIS RD	COMPTON BLVD	ROSECRANS AVE	30	33	30	
22	BULLIS RD	ROSECRANS AVE	NORTH CITY LIMITS	30	31	30	CLOSEST TO 85 TH SPEED
23	CENTRAL AVE	SOUTH CITY LIMIT	GREENLEAF BLVD	40	40	40	CLOSEST TO 85 TH SPEED
24	CENTRAL AVE	GREENLEAF BLVD	COMPTON BLVD	40	40	40	CLOSEST TO 85 TH SPEED
25	CENTRAL AVE	COMPTON BLVD	ROSECRANS AVE	35	37	35	CLOSEST TO 85 TH SPEED
26	CENTRAL AVE	ROSECRANS AVE	NORTH CITY LIMIT	45	47	45	CLOSEST TO 85 TH SPEED
27	COMPTON AVE	SLATER AVE	EL SEGUNDO BLVD	30	33	35	CLOSEST TO 85 TH SPEED
28	COMPTON BLVD	WEST CITY LIMIT	WILMINGTON AVE	35	38	35/25**	
29	COMPTON BLVD	WILMINGTON AVE	ACACIA AVE	35	35	35	CLOSEST TO 85 TH SPEED
30	COMPTON BLVD	ACACIA AVE	SANTA FE AVE	30	32	30	CLOSEST TO 85 TH SPEED
31	COMPTON BLVD	SANTA FE AVE	BULLIS RD	30	34	35	CLOSEST TO 85 TH SPEED
32	COMPTON BLVD	BULLIS RD	EAST CITY LIMIT	35	38	35	
33	EL SEGUNDO BLVD	CENTRAL AVE	WILMINGTON AVE	35	37	35/25**	CLOSEST TO 85 TH SPEED
34	GREENLEAF BLVD	CENTRAL AVE	WILLOWBROOK AVE	40	43	40	
35	GREENLEAF BLVD	WILLOWBROOK AVE	LONG BEACH BLVD	40	39	40	CLOSEST TO 85 TH SPEED
36	GREENLEAF BLVD	LONG BEACH BLVD	EAST CITY LIMIT	30	33	35	CLOSEST TO 85 TH SPEED
37	LONG BEACH BLVD	SOUTH CITY LIMIT	ALONDRA BLVD	35	35	35	CLOSEST TO 85 TH SPEED
38	LONG BEACH BLVD	ALONDRA BLVD	COMPTON BLVD	35	36	35	CLOSEST TO 85 TH SPEED
39	LONG BEACH BLVD	COMPTON BLVD	ROSECRANS AVE	35	36	35	CLOSEST TO 85 TH SPEED
40	LONG BEACH BLVD	ROSECRANS AVE	NORTH CITY LIMIT	35	36	35	CLOSEST TO 85 TH SPEED
41	MANYLLE ST	WEST CITY LIMIT	EAST CITY LIMIT	30	33	35	CLOSEST TO 85 TH SPEED
42	MCMILLAN ST	THORSON AVE	EAST CITY LIMIT	25	26	25	CLOSEST TO 85 TH SPEED
43	PALMER ST	ALAMEDA ST	SANTA FE AVE	NP	33	30	
44	PALMER ST	SANTA FE AVE	LONG BEACH BLVD	25	28	30	CLOSEST TO 85 TH SPEED
45	PARMELEE AVE	138 TH ST	EL SEGUNDO BLVD	25	29	25	
46	ROSECRANS AVE	WEST CITY LIMIT	WILMINGTON AVE	40	42	40	CLOSEST TO 85 TH SPEED
47	ROSECRANS AVE	WILMINGTON AVE	ACACIA AVE	40	42	40/25**	CLOSEST TO 85 TH SPEED
48	ROSECRANS AVE	ACACIA AVE	SANTA FE AVE	40	39	40	CLOSEST TO 85 TH SPEED
49	ROSECRANS AVE	SANTA FE AVE	BULLIS RD	35	36	35	CLOSEST TO 85 TH SPEED
50	ROSECRANS AVE	BULLIS RD	EAST CITY LIMIT	35	36	35	CLOSEST TO 85 TH SPEED
51	SANTA FE AVE	ARTESIA BLVD	GREENLEAF BLVD	40	41	40	CLOSEST TO 85 TH SPEED
52	SANTA FE AVE	GREENLEAF BLVD	ALONDRA BLVD	40	41	40	CLOSEST TO 85 TH SPEED
53	SANTA FE AVE	ALONDRA BLVD	COMPTON BLVD	35	37	35	CLOSEST TO 85 TH SPEED
54	SANTA FE AVE	COMPTON BLVD	ROSECRANS AVE	35	37	35	CLOSEST TO 85 TH SPEED
55	SANTA FE AVE	ROSECRANS AVE	NORTH CITY LIMIT	40	41	40	CLOSEST TO 85 TH SPEED
56	VICTORIA ST	WILMINGTON AVE	APRA ST	40	42	40	CLOSEST TO 85 TH SPEED
57	VICTORIA ST	APRA ST	SOUTH CITY LIMIT	40	42	40	CLOSEST TO 85 TH SPEED
58	WALNUT ST	WEST CITY LIMIT	WILMINGTON AVE	35	38	35	
59	WALNUT ST	WILMINGTON AVE	ACACIA AVE	35	37	35	CLOSEST TO 85 TH SPEED
60	WILLOWBROOK AVE (EAST)	GREENLEAF BLVD	ALONDRA BLVD	NP	34	35	CLOSEST TO 85 TH SPEED
61	WILLOWBROOK AVE (EAST)	ALONDRA BLVD	COMPTON BLVD	25	34	35	CLOSEST TO 85 TH SPEED
62	WILLOWBROOK AVE (EAST)	COMPTON BLVD	ROSECRANS AVE	NP	27	30	CLOSEST TO 85 TH SPEED
63	WILLOWBROOK AVE (WEST)	GREENLEAF BLVD	ALONDRA BLVD	NP	34	30	
64	WILLOWBROOK AVE (WEST)	ALONDRA BLVD	COMPTON BLVD	NP	33	30	
65	WILLOWBROOK AVE (WEST)	COMPTON BLVD	ROSECRANS AVE	30	31	30	CLOSEST TO 85 TH SPEED
66	WILMINGTON AVE	SOUTH CITY LIMIT	GREENLEAF BLVD	35	36	35	CLOSEST TO 85 TH SPEED
67	WILMINGTON AVE	GREENLEAF BLVD	ALONDRA BLVD	35	37	35	CLOSEST TO 85 TH SPEED
68	WILMINGTON AVE	ALONDRA BLVD	COMPTON BLVD	40	42	40	CLOSEST TO 85 TH SPEED
69	WILMINGTON AVE	COMPTON BLVD	ROSECRANS AVE	35	37	35	CLOSEST TO 85 TH SPEED
70	WILMINGTON AVE	ROSECRANS AVE	NORTH CITY LIMIT	35	37	35/25**	CLOSEST TO 85 TH SPEED

** = 25 mph when children are present

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
EVAN BROOKS ASSOCIATES**

This **AGREEMENT** is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **EVAN BROOKS ASSOCIATES** (hereinafter referred to as "**CONSULTANT**"), located at 1030 South Arroyo Parkway, Suite 204 Pasadena, Ca. 91105.

RECITALS:

WHEREAS, Sections 40800 through 40808 of the California Vehicle Code requires local agencies to conduct a new speed zone study of streets with engineered speed controls every five (5) years; and

WHEREAS, the City last performed a speed zone study in 2010, which will soon be outdated, thus a new study needs to be performed; and

WHEREAS, the City has determined that it will be prudent to engage the services of a professional and experienced engineering firm to perform a speed zone study of streets with engineered speed controls; and

WHEREAS, by Resolution No. _____, adopted on the _____ of _____ 2015, the City Council authorized the City Manager to accept the proposal of the Consultant (Evan Brooks Associates) and enter into a contract to provide the necessary services; and

WHEREAS, Consultant warrants that it is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this project; and

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

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

AGREEMENT:

1. **Services to be rendered by Consultant.** It is the mutual understanding of the parties that the Consultant shall perform and be responsible for preparing traffic engineering and traffic survey reporting for selected streets within the City in order to establish updated speed limits that can be enforced using radar. The scope of services to be provided includes, but may not be limited to completion of the following tasks and deliverables:

Task 1 – Project Initiation

Task 2 – Data Collection and Field Review

Task 3 – Data Analysis

Task 4 - Report

Deliverables: Four (4) copies of Draft Report of survey and recommendations; Six (6) bound copies of Final Report; Original field data sheets, including full-sized Speed Limits Maps attached to draft and final reports.

As more fully described in Consultant's "**Service Proposal – Traffic Engineering Services for a Citywide Speed Survey and Traffic Counts,**" dated February 23, 2015, which is attached hereto and incorporated by this reference herein.

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the Services, Consultant agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City.

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

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

Hal Suetsugu, Vice President of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein within ten (10) days after Consultant has received written Notification to Proceed from the City and to continue in a diligent and professional manner until the project is complete, unless terminated earlier. The parties anticipate that Consultant's services will be completed within three (3) months after commencement.

Consultant will generally adhere to the schedule set forth within Consultant's Proposal provided that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such

unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

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

3. Compensation. The method of payment for this Contract will be on a fee-for-services basis, which includes hours for work tasks, project management, radar survey, ADT counts, engineering, analysis and coordination services, as specified within Consultant's "Cost Proposal" included within Consultant's incorporated Proposal. The total price paid the Consultant will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Consultant. If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

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

As full and complete compensation for performance of all the services agreed to be performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **Forty Thousand Dollars (\$40,000.00).**

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

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

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

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

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

6. Successors, Assignment and Delegation. City and the Consultant each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

The expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement or the performance of any of Consultant's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of Consultant's rights, duties or obligations arising under this Agreement shall be null and void.

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

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

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

9. Other Consultants. The City reserves the right to employ other consultants in connection with the services.

10. Indemnification. Consultant shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the Consultant, its officers, employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

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

11. Insurance. Without limiting the Consultant's indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any termination or implementation of a reduction of limits or material change of insurance coverage as specified herein. ***Failure on the part of the Consultant to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** All insurance required hereunder shall be primary with respect to any insurance maintained by the City.

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

11.1 Commercial General Liability Insurance. \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury, property damage and contractual liability. If the submitted policies contain aggregate limits, general aggregate limits shall apply separately to the work under this Agreement or the general aggregate shall be twice the required per occurrence limit. Claims-made coverage is not acceptable.

11.2 Commercial Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles and equipment, or coverage for "any auto".

11.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury and which specifically covers all persons providing services by or on behalf of the Consultant and all risks to such persons under the Agreement. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

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

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed to name the “City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers” as “**additional insured’s**” with respect to liability arising out of the activities of the Consultant. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City’s execution of this Agreement, Consultant shall furnish certificates of insurance and endorsements to City.***

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

12. Permits and Licenses. Consultant, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the Consultant. Upon execution of this Agreement, the Consultant shall show evidence of a business license permit in conformance with *Section 9-1.2 of the Compton Municipal Code.*

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

14. Warranties. Consultant represents and warrants (i) that Consultant has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Consultant’s undertaking this relationship with City, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party, (iii) that Consultant will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Consultant has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

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

16. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations. In the event the Consultant encounters any conflict between such laws and ordinances, Consultant shall notify the City in writing and the parties agree to work cooperatively to resolve the conflict.

17. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by

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

The City's obligation is payable only from funds appropriated for the purpose of this Agreement. All funds for payments after the end of the current fiscal year are subject to the City's legislative appropriation for this purpose. In the event this Agreement extends into succeeding fiscal year periods and the City Council does not allocate sufficient funds for the next succeeding fiscal year payments, this Agreement shall terminate immediately upon written notice from the City.

Either Party, upon tendering fifteen (15) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

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

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

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

Hal Suetsugu, Vice President

(Date)

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

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

preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

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

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

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

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

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

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

29. Notices. Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

To Consultant:

**Evan Brooks Associates
 1030 Arroyo Parkway Suite 204
 Pasadena, CA. 91105
 Attn: Hal Suetsugu, Vice President
 (626) 799-8011
 (888) 832-8798 – fax.**

To City:

**City of Compton
 205 South Willowbrook Avenue
 Compton, California 90220
 Attn: Director, Community Development
 (310) 605-5532
 (310) 761-1488 – fax.**

Copy to:

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

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

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

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

**EVAN BROOKS ASSOCIATES
 CONSULTANT**

Dated: _____

By _____
Hal Suetsugu, Vice President

**CITY OF COMPTON
 Recommended for Approval:**

By _____
**Glen K.C. Kau, P.E., Director
 Public Works/Municipal Utilities Department**

Dated: _____

#6.

Professional Services Agreement – Evans Brooks Associates
Preparation of City-wide Speed Survey and Traffic Counts
Public Works/Resolution No. _____

Approved by:

Dated: _____

By _____
Johnny Ford, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH EVAN BROOKS ASSOCIATES FOR A SPEED ZONE STUDY OF STREETS WITH ENGINEERED SPEED CONTROLS (\$40,000)

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

8/18/2015 7:10:32 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

8/23/2015 10:43:14 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

8/20/2015 11:19:43 AM
DATE

Johnny Ford
CITY MANAGER

8/19/2015 4:00:56 PM
DATE

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

September 1, 2015

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: MARVIN C. HUNT, (INTERIM) DIRECTOR
PARKS AND RECREATION DEPARTMENT

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT
WITH WILLIE FORGE TO OPERATE THE COMPTON PAR 3 GOLF
COURSE AND LEASE THE COURSE PRO SHOP AND SNACK BAR
FOR FISCAL YEAR 2015-2016**

SUMMARY

This resolution will authorize the City Manager to enter into a contract with Willie Forge to operate the Compton Par 3 Golf Course and lease the Pro Shop and Snack Bar for Fiscal Year 2015-2016.

BACKGROUND

The City owns and operates, for public recreational purposes, the Compton Par 3 Golf Course, Snack Bar and Pro Shop, located at 6400 East Compton Boulevard, City of Compton.

In order to promote public use and enjoyment of said facility and to provide management of said facility, instruction in the game of golf, and in making available to the general public professional advice and consultation regarding the purchase and acquisition of golfing equipment and supplies, the City has, over the years, contracted with an experienced operator to provide these services.

STATEMENT OF ISSUE

The Parks and Recreation Department is responsible for the supervision, maintenance and operation of the Compton Par 3 Golf Course, Snack Bar and Pro Shop. Operation of a golf course requires expertise and experience which the staff does not possess. Thus, the City employs an operator who is capable of managing the facility full-time, in addition to providing professional advice and instruction in the game of golf.

Pursuant to the City's Standard Operating Manual, Policy 4.5, noncompetitive, negotiated or sole source procurement may occur when such usage is practical, justified and documented. Staff believes that the continued use of Mr. Forge's services is practical and justified in that he created and has administered the course's current management plan which has resulted in considerable upgrades to the course and more players desiring to play at the course.

#7.

Staff Report – Resolution Authorizing Services/Lease
Agreement – Compton Par 3 Golf Course (Willie Forge)
September 1, 2015, page 2

Mr. Forge will be compensated for his management services of the golf course in the amount of \$3,500.00 per month. He will pay to the City a monthly lease rate for use of the Pro Shop and Snack Bar of \$100.00.

It was discovered that Mr. Forge had failed to pay some of his monthly lease fees in prior contracted years, thus the City and Mr. Forge entered into a Settlement Agreement whereby he has agreed to pay said unpaid lease fees monthly until the outstanding debt is satisfied. To assure payment, the current monthly lease fee and unpaid prior monthly lease fees have been and will continue to be deducted from the monthly golf course operational fees due to Mr. Forge by the City.

ALTERNATIVE

The Parks and Recreation Department does not employ the resources within its current staffing to operate the golf course. Should the City decline to adopt this resolution, it would result in closure of the golf course.

FISCAL IMPACT

The cost of the service contract for Fiscal Year 2015-2016 is \$42,000.00 (\$3,500 monthly), from which the \$1,200.00 for monthly lease rental payments and \$1,200.00 for prior fiscal years unpaid monthly lease fees shall be deducted. Funds are available in Account No. 5200 840 000 4269.

RECOMMENDATION

Staff recommends that adoption of the attached Resolution.

**MARVIN C. HUNT, (INTERIM) DIRECTOR
PARKS AND RECREATION DEPARTMENT**

APPROVED FOR FORWARDING:

**JOHNNY FORD
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH
WILLIE FORGE TO OPERATE THE COMPTON PAR 3 GOLFCOURSE AND
LEASE THE COURSE PRO SHOP AND SNACK BAR FOR FISCAL YEAR
2015-2016**

WHEREAS, the Parks and Recreation Department is responsible for the supervision, maintenance and operation of the Compton Par 3 Golf Course, Snack Bar and Pro Shop, located at 6400 East Compton Boulevard; and

WHEREAS, operation of a golf course requires expertise and experience, which the staff does not possess, thus, the City employs an operator who is capable of managing the facility full-time, in addition to providing professional advice and instruction in the game of golf; and

WHEREAS, staff believes that the continued use of Mr. Forge's services is practical and justified in that he created and has administered the course's current management plan which has resulted in considerable upgrades to the course and more players desiring to play at the course; and

WHEREAS, the total cost of the service contract is \$42,000.00, from which the \$1,200.00 for monthly lease rental payments and \$1,200.00 for prior fiscal years unpaid monthly lease fees shall be deducted; and

WHEREAS, funds are available in Account No. 5200 840 000 4269 to pay the monthly cost of the service contract at \$3,500.00 minus \$200.00 for monthly lease rental payments and for prior fiscal years unpaid monthly lease fees.

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

Section 1. That the City Manager, upon the advice and approval of the City Attorney is authorized to enter into an agreement with Willie Forge (the "Operator") to operate the Compton Par 3 Golf Course for Fiscal Year 2015-2016.

Section 2. That the Operator shall be paid \$3,500.00 per month to operate the Golf Course, funds for which are available from Account No. 5200 840 000 4269.

Section 3. That the Operator shall pay lease rental fees to the City in the amount of \$100.00 per month for use of the golf course Pro Shop and Snack Shop, which monthly rental amount shall be deducted from the Operator's monthly fees for operation of the golf course.

Section 4. That the Operator shall pay a monthly lease fee to the City in the amount of \$100.00 for use of the Pro Shop and Snack Shop for prior unpaid monthly lease rental fees pursuant to that Settlement Agreement between the City and the Operator, which prior unpaid monthly rental amount shall be deducted from the Operator's monthly fees for operation of the golf course.

Section 5. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney, General Services and Parks and Recreation Department.

Resolution No. _____
Page 2

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, 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-
ABSTAIN: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

**SERVICES AGREEMENT AND LEASE
BETWEEN
THE CITY OF COMPTON
AND
WILLIE FORGE**

This Services Agreement and Lease is entered by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **WILLIE FORGE**, (hereinafter referred to as "**OPERATOR**") located at 220 Magnolia Court, Compton, California 90220.

RECITALS:

WHEREAS, the **CITY** owns and operates, for public recreational purposes, the Compton Par 3 Golf Course, Snack Bar and Pro Shop, located at 6400 East Compton Boulevard, City of Compton, County of Los Angeles, State of California, under the supervision of the Parks and Recreation Department, herein referred as "Department"; and

WHEREAS, in order to promote public use and enjoyment of said facility and to provide management of said facility, instruction in the game of golf, and in making available to the general public professional advice and consultation regarding the purchase and acquisition of golfing equipment and supplies, **CITY** is desirous of contracting with an operator to provide these services on the terms and conditions stated herein and leasing the premises; and

WHEREAS, **OPERATOR** warrants that he is specifically trained, experienced, competent and has the resources to provide such services which will be required by this Agreement; and

WHEREAS, by Resolution No. _____, adopted on the ____ day of _____ 2015, the City Council authorized the City Manager to enter into a contract with the **OPERATOR** to manage the facility, provide instruction on the game and otherwise provide advice and consultation to the public, in addition to lease and operate the Pro Shop and Snack Bar.

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

1. Term of Services Agreement and Lease: The term of this Services Agreement and Lease shall extend from July 1, 2015 until June 30, 2016.

In case **OPERATOR** holds over beyond the term herein provided for the Lease with the consent, express or implied, of the **CITY**, the terms and conditions of the Lease shall continue in effect on a month-to-month basis, with each party having the right to terminate said Lease, with or without cause, on thirty (30) days written notice to the other party.

2. Leased Premises: **CITY**, for and in consideration of the payments of rents and the performance of the covenants contain herein specified, does hereby grant to **OPERATOR** the exclusive right to operate the City's Par 3 Golf Course, Snack Bar and Pro shop ("Premises"), located at 6400 East Compton Boulevard, Compton, California.

#7.

OPERATOR shall not use the above identified premises for any other purpose without the prior written consent of the **CITY**.

3. **Scope of Services of OPERATOR:**

It is the mutual understanding of the parties that the **OPERATOR** shall perform and be responsible for rendering the following services:

- Perform as Golf Starter
- Advertise tournaments in all local news media in English and Spanish and mail the same to local businesses
- Promote Junior Golf for the City's youth, both male and female
- Contact local schools and make presentations on the positive side of golf as a sport
- Provide free golf lessons for all beginners
- Provide a Golf Pro for golf clinics on a continuous basis
- Twice weekly, teach the fundamentals of golf to all interested parties
- Make periodic visits to other local golf courses in order to promote the Compton Par 3 Golf Course
- Make personal presentations to all senior citizen clubs on an ongoing basis
- And such other services as the parties agree will be of benefit in promoting the positive aspects of golf

4. **Compensation to OPERATOR:** The method of payment for this Services Agreement will be based on lump sum. The total lump sum price paid the **OPERATOR** will include compensation for all services, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the **OPERATOR**, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between the **OPERATOR** and the **CITY**. Adjustment in the total lump sum compensation will not be effective until authorized and approved by the **CITY**.

If **OPERATOR** fails to perform the services agreed to herein, the **CITY** shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein. **OPERATOR** shall furnish to the **CITY** an invoice(s) for services performed, including a monthly report of services and activities performed in the preceding month.

The **OPERATOR** is required to comply with all federal, state and local laws and ordinances applicable to the work. This includes compliance with prevailing wage rates and their payment in accordance with California Labor Code, Section 1775. The **OPERATOR** shall indemnify, defend and hold harmless the **CITY**, its officials, officers, employees and agents from any and all liability including, but not limited to wages, overtime pay, liquidated damages, penalties, court costs, and attorneys fees arising under any wage and hour law for work performed by the **OPERATOR's** employees for which the **CITY** may be found jointly or solely liable.

For services performed **CITY** agrees to pay and **OPERATOR** agrees to accept in full payment for the services provided, the maximum lump sum of up to **Three Thousand Five Hundred Dollars (\$3,500.00)** per month. Said compensation shall be paid at the beginning of each month the Agreement is in force.

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

5. Payments to CITY: **CITY** shall receive all Golf Course fees collected. Remittance of Golf Course fees collected shall be submitted to the **CITY** monthly, in addition to complete records and reports of all fees collected. **CITY** shall, at its discretion, and at reasonable times, conduct audits of the cash derived from the operation of the Golf Course.

OPERATOR agrees to pay a rental fee of **\$200.00 per month** for use of the Snack Bar and the Pro Shop. These rental fees shall be due and payable at the beginning of each month the Agreement is in force and shall be deducted from compensation payable to the **OPERATOR** as specified in **Section 4 above**.

6. Public Recreation Facility: It is understood and agreed that said Golf Course, Pro Shop and Snack Bar is one of the public recreation facilities owned by the City of Compton, and under the jurisdiction of the Department of Parks and Recreation, and its conduct, and operation are primarily for service to and for the benefit of the public.

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

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

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

9. Insurance: Without limiting the **OPERATOR's** indemnification of the **CITY**, **OPERATOR** shall provide and maintain, at its own expense, and require all of its subcontractors to maintain, during the term of this Agreement and furnish proof thereof to the **CITY**, certificates of insurance, along with endorsements, covering its operations as

#7.

applicable hereunder in this Agreement, with an insurance carrier acceptable to the **CITY**. Each certificate shall specifically identify this Agreement and shall expressly bear an endorsement precluding cancellation or reduction in coverage of any policy covered by such certificate except upon at least thirty (30) days prior written notice to the **CITY**. It is agreed that the **CITY** shall not be liable for the payment of any premiums or assessments on the insurance required. ***Failure on the part of the OPERATOR to procure or maintain insurance shall constitute a material breach upon which the CITY may immediately terminate this Agreement.***

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **OPERATOR** under the terms of the Agreement. **OPERATOR** shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary relating to **OPERATOR's** use of the Premises.

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

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

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

c. Fire and Casualty Insurance. **OPERATOR** shall maintain fire insurance on such party's own equipment and property or to adequately self-insure the same. **OPERATOR** shall provide, or cause to be provided, and maintained at its sole cost property insurance in the amount of the value of the improvements on the Premises on a replacement cost basis. The property insurance shall insure against the perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, flood, earthquake, windstorm and physical loss or damage.

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

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

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

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

.4 Identify the leased Premises covered by the policy(ies) and the identity of the insured(s).

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

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

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

12. Equipment: The only equipment furnished by **CITY** will be a sink and range vent hood. All other equipment and furnishings shall be supplied by **OPERATOR**.

13. Utilities: **CITY** agrees to furnish the following utilities and services for operation of the premises: water, gas and electricity.

CITY shall not be liable for any loss or damage caused by or resulting from any variation, interruption or failure of said utilities and services due to any cause whatsoever, other than **CITY's** gross negligence, and no temporary interruption or failure of such utilities and services shall be deemed an eviction of **OPERATOR** or relieve **OPERATOR** from any of **OPERATOR's** obligation under this Agreement.

14. Alterations and Additions: **OPERATOR** shall not make any alterations or construct any additions or improvements in or on the Premises until the **CITY** has approved the complete plans and specifications for the project. Once the **CITY** has been provided with said plans and specifications, **CITY** shall have a thirty (30) day minimum review period before granting **OPERATOR** approval or disapproval of the project in writing. **OPERATOR** shall, at the time of the request, specify if they desire to retain ownership and/or possession of the alteration, addition or improvement subject to plan review by **CITY** at **OPERATOR's** expense.

CITY agrees that except for structural alterations, the **OPERATOR** may remove, during or at the expiration or other termination of the term of this Agreement, or of any

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extension or holdover period thereof, as the case may be, personal property placed or installed in or upon the Premises by the **OPERATOR** or under its authority. Any personal property, improvements or additions not removed by **OPERATOR** within thirty (30) days after the end of the term, or any extension or holdover period thereof, shall automatically become the property of the **CITY**.

OPERATOR shall repair any damage to the Premises caused by **OPERATOR's** installation and/or removal of its personal property, alterations, improvements or additions.

15. Maintenance and Repairs: **CITY** shall not be responsible to make any repairs or alterations to the Premises, excepting due to reasonable normal wear and tear, and **OPERATOR** assumes any and all cost and liability for the repair and maintenance of the Premises leased herein, unless such repairs, alterations or maintenance are due to **CITY's** negligence or willful misconduct. **OPERATOR** agrees to repair any damage caused by **OPERATOR**, its employees, contractors or agents, negligently or otherwise, at its own expense, and maintain the Premises leased and to return said Premises to **CITY** in as good order, repair and condition as the same were in at the commencement of this Agreement. **OPERATOR** must obtain prior written approval from the **CITY** prior to commencing any repairs to the leased Premises.

OPERATOR shall continue to maintain said Premises in good repair and tenable condition and in compliance with all health, safety and sanitation laws, ordinances and regulations of the State of California and local authorities throughout the term of the Agreement.

OPERATOR agrees to keep Premises in good order and condition at his sole cost and expense. All work done by **OPERATOR** on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances and regulations. The Premises shall be kept free from any and all liens and charges on account of labor or materials used in contribution to any work thereon.

Unless otherwise required by law or expressly provided for within this Agreement, **CITY** shall have no liability to **OPERATOR** for any condition on the Premises leased herein and **OPERATOR** agrees that it has inspected the same, knows the condition and takes this Lease with the Premises in its present condition. **OPERATOR** agrees to hold the **CITY** harmless from any and all liability arising out of or in connection with the use of the Premises leased herein by the **OPERATOR**, its agents, employees, business invitees, customers and patrons, except to the extent any such liability is attributable to **CITY's** negligence or willful misconduct.

16. Damage or Destruction: **CITY** agrees that should the premises be so badly damaged by fire, incidents of war, earthquake, or other violent action of the elements as to render them wholly unfit for **OPERATOR's** occupancy, than this Lease shall be terminated immediately upon the happening of any such event, whereupon **OPERATOR** shall surrender the premises and shall not be liable for any further rental and **CITY** shall not be liable for any further monthly compensation to the **OPERATOR**.

In event of any lesser damage by such cause, **CITY** may restore the premises to the condition it was in immediately prior to the event causing the damage, and the rental fees shall abate in proportion to the area not used by **OPERATOR** during the period of restoration.

CITY shall not be in any way or to any extent liable for any loss or damage to any of **OPERATOR's** property at any time or within said leased premises, whether occasioned by fire, water or gas which may come or be therein or from any other cause whatsoever.

17. Signs and Advertisements: No signs or advertising matter of any kind shall be displayed unless and until approved in writing by the **CITY**.

18. Foods and Beverage Products: All foods, drinks, beverages confectioneries, refreshments, etc. sold or kept for sale by **OPERATOR** shall be first calls in quality, wholesome and pure, and shall conform to the Federal, State and Municipal food laws, ordinances and regulations in all respects. The prices to be charged therefore shall be uniform at all times and seasons and shall equal to prices charged in similar establishments in the neighborhood. No limitations, adulterated, misbranded or impure articles shall be sold or kept for sale by **OPERATOR** and all merchandise kept on hand by **OPERATOR** shall be stored and handled with due regard for sanitation.

19. Hours: **OPERATOR** shall keep the food concession open every day that the Golf Course is open. The hours of opening and closing shall be subject to the approval of the **CITY**.

20. Conduct: **OPERATOR** shall endeavor to meet all requirements for services in a good and workman like manner and shall maintain himself in such a manner, as to sobriety and moral character, that he shall at all times be able to deal effectively and properly with the golfing public.

21. Disorderly Persons: **OPERATOR** shall permit no intoxicated person or persons, profane or indecent language or boisterous or loud conduct in or about the premises.

22. Law and Ordinances: **OPERATOR** shall conduct his business in accordance with all the laws, ordinances, rules and regulations applicable to such business as set forth by the City, County, State and Federal Government.

23. City Regulations: **OPERATOR** and his employees shall at all times abide by all rules and regulations heretofore adopted or that may hereafter be adopted by the **CITY**.

24. Permits and Licenses: **OPERATOR** shall be required to obtain any and all permits or licenses that may be required in connection with the operation of the concessions.

25. Taxes: **OPERATOR** shall pay all taxes upon personal property and improvement belonging to **OPERATOR** on said premises and upon his lease-hold interests and **OPERATOR** shall pay all sales and other taxes levied against the operator of said business.

26. Vending Machines:

A. Permission: **OPERATOR** shall first receive written approval of the **CITY** before installing or permitting to be installed any and all vending machines.

B. Telephone: The **CITY** reserves the right of rental of all public pay stations within the golf Course.

#7.

27. **Stands:** No accessory stands or buildings for the sale of refreshments shall be permitted, without the written approval of the Department and **OPERATOR** shall confine the business strictly to the area set aside by the Department for such use. **OPERATOR** shall not permit vendors to display or vend wares in any manner inside or outside the building or on the said properties unless a written permit is first secured from the Department, and such permit shall be subject to revocation at any time.

28. **Egress and Ingress:** **CITY**, and its authorized representatives, agents and employees shall have the privilege to enter upon said demised premises at any and all reasonable times during the term of the Lease for the purpose of inspection to determine whether or not **OPERATOR** is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the City. Such visits by the City, its authorized representatives, agents or employees are not to hinder the normal operation of said concession.

29. **Garbage and Rubbish:** No boxes, barrels, supplies or rubbish in any form shall be kept, piled or stored outside the buildings unless approved by the Department. **OPERATOR** shall provide, in a place to be designated, as directed by the Department's standard garbage receivers, and shall place therein all garbage and refuse and shall see that it is collected as required by the City Code.

30. **Cleanliness:** **OPERATOR** shall keep the leased premises clean and sanitary at all times, and **OPERATOR** shall furnish all equipment and materials therefore. Janitorial labor and services shall be supplied by **OPERATOR**.

31. **Sub-Letting:** **OPERATOR** shall not under-let or sublet the premises occupied by him or any part, hereof or allow the same to be used or occupied by any other person or for any other person or for any other use than herein specified, nor assign this contract, without written consent of the **CITY**; nor shall **OPERATOR** transfer, assign or in any manner convey any of the rights or privileges here in granted without the said written consent of the **CITY**. Any attempt of assignment of any interest in this agreement shall be null and void. That neither said contract nor the rights herein granted shall be assignable or transferable by any process or proceeding in any court, or by involuntary, of receivership proceedings; and in the event of the insolvency or bankruptcy either voluntary or involuntary or **OPERATOR** said **CITY** may at its option terminate and cancel said contract, in which event, all rights of **OPERATOR** thereunder shall immediately cease and terminate and he or his representative shall immediately deliver up possession to said **CITY**.

32. **Storage:** **OPERATOR** shall not rent, sell, lease or offer any space for the parking or storing or any article or articles whatsoever within or on the premises occupied by this concession, other than his own equipment, without the written consent of the **CITY**.

33. **Other Licenses:** **OPERATOR** shall have the privilege of using the licensed premises solely for the purpose set forth in these specifications and the lease agreement. The **CITY** shall have the right to grant additional licenses for different purposes in the vicinity of premises licensed hereunder. **OPERATOR** shall cooperate fully with any other lessee in the vicinity.

34. **Amendments:** This Services Agreement and Lease may be amended or modified only by written agreement signed by the parties hereto, and failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or provisions nor act to release any surety from the obligation under the Agreement.

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

a. The **CITY** may terminate this Services Agreement and/or Lease at any time by giving thirty (30) days written notice of termination to **OPERATOR**. If the **CITY** gives such notice of termination, **OPERATOR** shall cease immediately all work in progress, unless otherwise directed by the **CITY**.

b. If the **OPERATOR** shall fail, neglect or refuse, within ten (10) days after receiving notice thereof from said **CITY**, to improve or change the services rendered or conduct of such concession, or to conform to the Rules and Regulations, or any of the directions or instructions that may be properly made by said **CITY** in the exercise of its powers or shall default in performance or any of the other terms or provisions herein required; and the said default shall continue for a period of ten (10) days after written notice thereof shall be given to **OPERATOR** by said **CITY**, it shall then be lawful for said **CITY** at its option to declare said terms of the Services Agreement and/or Lease ended and said designated Contract provisions shall be terminated and forfeited, and it may thereupon re-enter and possess itself of all the rights and privileges hereto enjoyed by **OPERATOR**.

c. The **CITY** may terminate this Agreement immediately upon written notice if **OPERATOR** becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law.

d. Upon termination, **OPERATOR** shall deliver to the **CITY** all property of the **CITY** in **OPERATOR's** possession and copies of all reports, documents and other work prepared by **OPERATOR** pursuant to this Agreement. **OPERATOR** shall furnish to the **CITY** a final invoice for work performed.

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

To City:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Parks & Recreation Dept.
(310) 605-5688
(310) 605-1480 – fax.

Copies to:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, General Services Dept.
(310) 605-5553
(310) 605-1753

#7.

To Operator:

Mr. Willie Forge
220 Magnolia Court
Compton, California 90220
(310)

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

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

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

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

39. Extent of Agreement: This Agreement and any attachments hereto, constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all and any part of the subject matter hereof. Neither party has been induced to make or enter into this Agreement by reason of promise, agreement, representation, statement or warranty other than as herein contained. Nothing in this Agreement shall create any contractual relations between any sub consultant or subcontractor and the **CITY**.

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

OPERATOR

By _____
Willie Forge, Operator/Lessee

Dated: _____

CITY OF COMPTON/LESSOR
Recommended for approval:

By _____
Marvin C. Hunt, (Interim) Director
Parks & Recreation Department

Dated: _____

Approved by:

Dated: _____

By _____
Johnny Ford, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Recreation

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH WILLIE FORGE TO OPERATE THE COMPTON PAR 3 GOLF COURSE AND LEASE THE COURSE PRO SHOP AND SNACK BAR FOR FISCAL YEAR 2015-2016

Marvin Hunt
DEPARTMENT MANAGER’S SIGNATURE

8/17/2015 10:55:27 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

8/23/2015 12:11:24 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

8/20/2015 11:27:19 AM
DATE

Johnny Ford
CITY MANAGER

8/17/2015 11:41:29 AM
DATE

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

September 1, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY TREASURER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACKNOWLEDGING THE RECEIPT AND FILING OF THE ANNUAL STATEMENT OF INVESTMENT POLICY FOR THE FISCAL YEARS 2015-2016 AND 2016-2017

SUMMARY:

The City Treasurer is submitting the annual statement of investment policy to the City Council.

BACKGROUND:

California Government Code Section 53646 (A) provides for the annual review of a local agency's investment policy. The legislation states that the City Treasurer submits an annual statement of investment policy to the legislative body to be considered at a public meeting. The investment policy outlines the policies for maximizing efficiency of the city's cash management system and guidelines for prudent investment of the city's funds.

STATEMENT OF THE ISSUE:

In order to comply with section 53646 (A) the City Treasurer is providing the City Council with a statement of the city's investment policy.

FISCAL IMPACT

There is no fiscal impact resulting from this resolution.

RECOMMENDATIONS

Staff recommends that the City Council adopt the attached resolution.

**DOUGLAS SANDERS
CITY TREASURER**

APPROVED FOR FORWARDING:

**JOHNNY FORD
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ACKNOWLEDGING THE RECEIPT AND FILING OF THE ANNUAL
STATEMENT OF INVESTMENT POLICY FOR THE FISCAL YEARS 2015-2016
AND 2016-2017**

WHEREAS, the Governor of the State of California signed such legislation into law effective January 1, 1996 (SB564); and

WHEREAS, the City Treasurer of the City of Compton declares the annual Statement of Investment Policy to be as follows:

This statement is intended to outline the policies for maximizing the efficiency of the City's Cash Management System and for prudent investment of the City's funds, and to provide guidelines for suitable investments.

POLICY

In accordance with the Charter of the City of Compton and under the authority granted by the City Council, the City Treasurer is responsible for investing the unexpended cash in the City Treasury. The investment of the City of Compton's funds is directed to the goals of safety, liquidity and yield. The authority governing investments for municipal governments is set forth in the California Government Code, Sections 53601 through 53659. The City Treasurer shall attempt to obtain the highest yield using the average three months Treasury Bill as a bench mark, provided that all investments meet the criteria established for safety and liquidity.

Criteria for selecting investments and the order of priority are:

1. **Safety.** The safety and risk associated with an investment refers to the potential loss of principal, interest or a combination of these amounts. The City only operates in those investments that are considered very safe.
2. **Liquidity.** This refers to the ability to "cash in" at any moment in time with a minimal chance of losing some portion of principal or interest. Liquidity is an important investment quality especially when the unexpected need for funds occurs occasionally.
3. **Yield.** Yield is the potential dollar earning an investment can provide, and sometimes is described as the rate of return.

The investment policy and practices of the City Treasurer for the City of Compton are based upon Federal, State, and Local law and prudent money management. The primary objectives of this policy are:

1. To protect the principal and asset holdings of the City's portfolio.
2. To ensure adequate liquidity is provided for the prompt, efficient handling of the City's disbursement.
3. To generate the maximum amount of investment income within the parameter of this Statement of Investment Policy and the guidelines for suitable investments.

The ultimate goal is to enhance the economic status of the City while protecting its funds.

SCOPE

The investment policy applies to all financial assets of the City of Compton as accounted for in the City Annual Audited Report with some limited exceptions for Bonds Proceeds managed by the Trustees. Policy statements outlined in this document focus on the City of Compton’s pooled funds, but will also apply to all other funds under the City Treasurer’s span of control unless exempted by resolution or statute. This policy is applicable, but not limited to all funds listed below:

- General City Account Funds
- Water Fund
- Capital Improvement Funds
- Agency and Trust Funds
- Special Capital Improvements
- Liability Fund
- Any new fund created by the City Controller unless specifically exempted by resolution

One exception does exist regarding the investments of the bond reserve funds. The Trustee has no obligation in adhering to this policy due to the Bond Indenture Agreement. However, the Trustee shall consult with the Treasurer for guidelines and recommendations.

PRUDENCE

Generally, investments shall be made in the context of the "Prudent Investor" rule which states that:

"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

It is the City’s full intent, at the time of purchase, to hold all investments until maturity to ensure the return of all invested principal dollars. However, it is realized that market prices of securities will vary depending on economic and interest rate conditions at any point in time. It is further recognized, that in a well-diversified investment portfolio, occasional measured losses are inevitable due to economic and bond market. These occasional losses must be within the context of the overall investment program and the resultant long term rate of return.

The City Treasurer and other individuals assigned to manage the investment portfolio, acting within the intent and scope of the investment policy and other written procedures and exercising due diligence, shall be relieved of personal responsibility and liability for an individual security’s credit risk or market price change, provided deviations from expectations are reported in a timely manner and appropriate action is taken to control adverse developments.

RESOLUTION NO. _____

Page 3

OBJECTIVES

SAFETY OF PRINCIPLE

Safety of principal is the foremost objective of the City of Compton. Each investment transaction shall seek to ensure that capital losses are avoided, whether from securities default, broker-dealer default or erosion of market value. The City shall seek to preserve principal by mitigating the two types of risk, credit risk and market risk.

Credit risk, defined as the risk of loss due to failure of the issuer of a security, shall be mitigated by investing in investment grade securities and by diversifying the investment portfolio so that the failure of any one issuer does not unduly harm the City's capital base and cash flow.

Market risk, defined as market value fluctuations due to overall, changes in the general level of interest rates, shall be mitigated by limiting the average maturity of the City's investment portfolio to two years, the maximum maturity of any one security to five years, structuring the portfolio based on historic and current cash flow analysis eliminating the need to sell securities prior to maturity and avoiding the purchase of long term securities for the sole purpose of short term speculation.

LIQUIDITY

Because the City operates its own water utility and bills monthly for this service, cash flow is generated on a daily basis. Historical cash flow trends are compared to current cash flow requirements on an ongoing basis in an effort to ensure that the City's investment portfolio will remain sufficiently liquid to enable the City to meet all reasonable anticipated operating requirements.

COLLATERAL REQUIREMENTS

Collateral are required for investments in certificates of deposit, repurchase agreements and reverse repurchase agreements. In order to reduce market risk, the collateral level will be at least 110% of market value of principal and accrued interest.

In order to conform with the provisions of the Federal Bankruptcy Code, which provides for liquidation of securities held as collateral, the only securities acceptable as collateral shall be certificates of deposit, commercial paper, eligible banker's acceptances, medium term notes or securities that are the direct obligation of, or are fully guaranteed as to principal and interest by, the United States or any agency of the United States.

AUTHORIZED INVESTMENT

The City is governed by the Government Code, Section 53600 et seq. The temporarily idle funds of the City of Compton shall only be invested in securities and diversified within the context of these limitations. The following investments are authorized, as further limited herein:

RESOLUTION NO. _____

Page 4

1. United States Treasury Bills, Notes and Bonds, or those for which the full faith and credit of the United States are pledged for payment of principal and interest. There is no limitation as to the percentage of the City's surplus funds which can be invested. The maximum maturity length shall not exceed 5 years.
2. Obligations issued by the Government National Mortgage Association (GNMA), the Federal Farm Credit Bank System (FFCB), the Federal Home Bank Board (FHLB), and the Federal National Mortgage Association (FNMA) and those insured by the Federal Housing Administration (FHA). Although there is no percentage limitation on these issues, the "prudent investor" rule shall apply for a single agency name, as U.S. Government backing is implied rather than guaranteed. The maximum maturity length shall not exceed 5 years. Investments detailed in items 3 through 10 are further restricted to percentage of the cost value of the portfolio in any one issuer to a maximum of 15%. The total value invested in any one issuer shall not exceed 5% of the issuer's net worth. Again, a five year maximum maturity limitation is applicable unless further restricted by this policy
3. Bill of exchange or time drafts drawn on and accepted by a commercial bank, otherwise known as banker's acceptance. Banker acceptances purchased may not exceed 180 days maturity or 40% of the City's temporarily idle funds.
4. Commercial paper ranked "P1" by Moody's Investor Services and "A1+" by Standard and Poor's, and issued by a domestic corporation having assets in excess of \$500,000,000 and having an "AA" or better rating on its long term debentures as provided by Moody's or Standard and Poor's. Purchase of eligible commercial paper may not exceed 270 days maturity nor represent more than 10% of the outstanding paper of an issuing corporation. Purchase of commercial paper may not exceed 15% of the City's surplus funds.
5. Negotiable certificates of deposit issued by a Nationally or State-Chartered Bank or a State or Federal Savings and Loan Association. Purchase of negotiable certificates of deposit may not exceed 30% of total portfolio. A maturity limitation of five years is applicable.
6. Repurchase agreements. The City may invest in repurchase agreements with banks and dealers with which the City has entered into a master repurchase contract that specifies terms and conditions of repurchase agreements. The maturity of repurchase agreements shall not exceed 90 days and when the underlying securities are United States Treasurers or Agencies that the market collateral equals 102% of the repurchase agreement amount including accrued interest, and the maximum maturity length of that collateral does not exceed 5 years. The only securities acceptable as collateral shall be eligible negotiable certificates of deposits, eligible bankers acceptances, or securities that are direct obligation of, or that are fully guaranteed as to principal and interest by, the United States or any agency of the United States.

RESOLUTION NO. _____**Page 5**

7. Reverse repurchase agreements that specify terms and conditions may be transacted with broker dealers and financial institutions, but cannot exceed 20% of the portfolio value on the date entered into. The City may enter into reverse repurchase agreements which may not exceed 90 days.
8. Local Agency Investment Fund. The City may invest in the Local Agency Investment Fund (LAIF) established by the State Treasurer for the benefit of local agencies up to the maximum permitted by State law.
9. Time Deposit. The City may invest in non-negotiable time deposits collateralized in accordance with the California Government Code, in those banks and savings and loan associations that meet the requirements for investment in negotiable certificates of deposit. Since time deposits are not liquid, no more that 25% of the temporarily idle fund may be invested in this category.
10. Medium Term Cooperate Notes, with a maximum maturity of five years, may be purchased. Securities eligible for investment shall be rated AA or better by Moody's or Standard & Poor's rating services. Purchase of medium term notes may not exceed 30% of the market value of the portfolio and not more than 15% of the market value of the portfolio may be invested in notes issued by one corporation. Commercial paper holdings should also be included when calculating the 15% limitation.
11. Mutual Funds investments held by City must restrict their underlying investments to subsection "A" through "J" of 53601 of the Government Code or subsections "M" or "N" of 53601 of the Government Code. Mutual funds held by the City will have a maximum maturity of five (5) years, will not exceed twenty (20%) percent of the portfolio, and will have a minimum rating of AAA or Aa by either Moody's or S&P. Mutual Fund investments will be made in accordance with section 53601(k) (l) of the Government Code.
12. Mutual Funds (Money Market Funds) held by the City will have a maximum maturity of 90 days, will not exceed twenty (20%) percent of the City's portfolio, and will have a minimum rating of AAA or Aa by either Moody's or S&P. Mutual Fund investments will be made in accordance with section 53601(k) (2) of the Government Code.
13. Ineligible investments. Investments not described herein, including, but not limited to common stocks are prohibited from the use in this fund.

QUALIFIED DEALERS AND INSTITUTION

The City shall transact business only with banks, savings and loans and registered investment dealers. The purchase by the City of any Investment other than those purchased directly from the issuer, shall be purchased either from an institution licensed by the State as a broker-dealer, as defined in Section 25004 of the Corporations Code, who is a member of the National Association of Securities Dealers, or a member of a Federally regulated securities exchange, a National or State-Chartered Bank, A Federal or State Association (as defined by Section 5102 of the Financial

RESOLUTION NO. _____

Page 6

Code), or a brokerage firm designated as a Primary Government Dealer by the Federal Reserve Bank.

The City Treasurer's staff shall investigate all institutions that wish to do business with the City, in order to determine if they are adequately capitalized, make markets in securities appropriate to the City's needs, and agree to abide by the conditions set forth in the City of Compton's Investment Policy. This will be done by having the Financial Institutions complete and return the appropriate questionnaire.

COMPETITIVE BIDDING

It is the policy of the City to require competitive bidding for government agencies and securities for transactions that are not classified as “new issues” securities. For the purchase of no “new issue” securities and the sale of all securities at least three bidders must be contacted.

APPROVED LIST

No purchase or sale of investments is to be made with a dealer or broker unless the firm’s name has been approved by the City Treasurer and adopted by resolution by the City’s Legislative Body.

SAFEKEEPING OF SECURITIES

To protect against potential losses caused by collapse of individual securities dealers, all securities owned by the City except securities used as collateral repurchased agreements, shall be kept in safekeeping with "perfect interest" by a third party bank trust department, acting as agent for the City under the terms of a custody agreement executed by the bank and by the City. All securities will be received and delivered using standard delivery-vs.-payment procedures.

INVESTMENT REPORTING AND MONTHLY REPORT

The Treasurer shall render a monthly report to the City Council showing the type of investment, institution, date of maturity, par value of investment, cost basis of investment, current market value change of all securities, rate of interest, interest earned, gains and losses and such data as may be required by the City Council. The report shall also detail all repurchase agreements, and shall state its relationship to this Statement of Investment Policy as directed under the Code and will be in compliance with GASB #31.

PERFORMANCE MEASUREMENTS OF PORTFOLIO

The City Treasurer shall include in the monthly report of investment activity performance measurements comparing the current month’s yield with the three month average Treasury Bill.

INVESTMENT CONTROLS

The City Treasurer has developed a system of internal investment controls and a segregation of responsibilities of investment functions. These controls are designed to prevent losses of public funds arising from fraud, employee error, misrepresentation of third parties, or imprudent actions by employees and officers of the Treasurer's staff.

RESOLUTION NO. _____
Page 7

ETHICS AND CONFLICT OF INTEREST

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

LEGISLATIVE CHANGES

Any State of California legislative action, that further restricts allowable maturities, investment type or percentage allocations, will be incorporated into the City of Compton Investment Policy and supersede any and all previous applicable language.

DELEGATION OF AUTHORITY

In the absence of the City Treasurer, the authority to execute investment transactions affecting the City's temporarily idle funds will be restricted to the Chief Deputy Treasurer and the Deputy Treasurer.

LIMITING MARKET VALUE EROSION

The longer the maturity of securities, the greater their market price volatility. Therefore, it is the general policy of the City to limit the potential effects from erosion in market values by adhering to the following guidelines:

1. All immediate and anticipated liquidity requirements will be addressed prior to purchasing all investment.
2. Maturity dates for long-term investment will coincide with significant cash flow requirements where possible, to assist with short term cash requirements at maturity.
3. All long-term securities will be purchased with the intent to hold all investments to maturity under then prevailing economic conditions. However, economic or market conditions may change, making it in the City's best interest to sell or trade a security prior to maturity.

POLICY REVIEW

This Investment Policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of PRINCIPAL, LIQUIDITY, AND RETURN, and its relevance to current law, financial and economic trends, and to meet the needs of the City of Compton. Any amendments to the policy shall be forward to City Council for approval.

The City strives to maintain the level of investment of all surplus funds as near 100% as possible, through daily and projected cash flow determinations. The basic premise underlying the City's investment philosophy is, and will continue to be, to insure that money is always safe and available when needed.

RESOLUTION NO. _____
Page 8

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

SECTION 1. That an annual statement of investment policy for the City of Compton has been filed by the City Treasurer for fiscal year 2015-2016 and 2016-2017 in compliance with Section 53646 (A) of the Government Code of the State of California.

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

SECTION 3. 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

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT:

City Treasurer

RESOLUTION TITLE:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACKNOWLEDGING THE RECEIPT AND FILING OF THE ANNUAL STATEMENT OF INVESTMENT POLICY FOR THE FISCAL YEARS 2015-2016 AND 2016-2017

<ManagersName>

DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>

DATE

REVIEW / APPROVAL

<LegalName>

CITY ATTORNEY

<LegalDate>

DATE

<ControllerName>

CITY CONTROLLER

<ControllerDate>

DATE

<CityManager>

CITY MANAGER

<CityManagerDate>

DATE

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

September 1, 2015

TO: MAYOR AND CITY COUNCIL

FROM: CITY CLERK

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SALES AND MULTI-YEAR MAINTENANCE AGREEMENT WITH HEIDELBERG USA, INC. FOR THE PURCHASE OF A SUPRASETTER A52 GEN III PLATE MAKER PROCESSOR (\$156,146.23)

SUMMARY

The City Council will consider adopting a Resolution authorizing the City Manager to enter into an agreement to purchase a Suprasetter A52 Gen III Plate Maker Processor at a cost \$134,993.23 and a thirty-three (33) month service agreement at a total cost of \$21,153.00, payable in quarterly amounts of \$1,923.00, with Heidelberg USA, Inc.

BACKGROUND

In November 2006, the City Council adopted Resolution No. 22,186, which authorized the lease/purchase of a Ripit Film Processor. In 2013, the City's Information Technology Division began a City-wide computer operating systems update with the newer version of Microsoft Windows Seven (7). As a result of the software upgrade, the Ripit Film Processor is not compatible with the Windows Seven (7) operating system and is a chemical-based file processor that contains hazardous materials. This system is obsolete and will not be updated by the Ripit Corporation, thus staff has recommended that a more environmentally suitable chemical-free processor replace the Ripit Film Processor.

STATEMENT OF ISSUE

In June 2015, staff solicited proposals to provide a digital plate maker, training, and a maintenance and technical support agreement. Proposals were received from the following companies:

Heidelberg USA Incorporated , Suprasetter A52 GEN III Platesetter, Workflow	\$123,847.00
Fuji Film North America, Dart Thermal 4-up Platesetter & XMF Workflow	\$135,244.00
AGFA Corporation, Avalon N4E Platesetter, Workflow Single Autoloader	\$128,488.00

The proposals were evaluated on their understanding of the Reprographics Division needs, their proven ability to efficiently implement solutions in a similar environment, price, equipment guarantee and the ability to support the equipment. Heidelberg USA, Incorporated is the manufacturer of the equipment and has provided the lowest, most responsive proposal.

#9.

**Staff Report – Resolution Authorize Purchase &
Multi-Year Service Contract with Heidelberg USA, Inc.
Suprasetter A52 Gen III Plate Maker Processor
September 1, 2015, page 2**

FINANCIAL IMPACT

The total cost for the purchase of the equipment, including taxes and delivery is One Hundred Four Thousand Nine Hundred Ninety Three Dollars and Twenty-Three Cents (\$134,993.23). The thirty-three month service agreement totals Twenty One Thousand One Hundred Fifty Three Dollars (\$21,153.00), payable quarterly at a cost of One Thousand Nine Hundred Twenty Three Dollars (\$1,923.00).

Funds for this expenditure, in the total amount of \$156,146.23 are available in the City Clerk 2015-2016 Fiscal Year Budget in Account Number 6200-470-0000-4334.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

**ALITA GODWIN, CMC
CITY CLERK**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO A SALES AND
MULTI-YEAR MAINTENANCE AGREEMENT WITH HEIDELBERG USA, INC.
FOR THE PURCHASE OF A SUPRASETTER A52 GEN III PLATE MAKER
PROCESSOR (\$156,146.23)

WHEREAS, in 2006 the City lease/purchased a Ripit Film Processor, however, in 2013, the City began a City-wide computer operating systems update with the newer version of Microsoft Window Seven (7); and

WHEREAS, as a result the of the software upgrade, the Ripit Film Processor used by the Reprographics Division is not compatible with the new Windows Seven (7) operating system and is an obsolete chemical-based file processor containing hazardous materials which will not be updated by the Ripit Corporation; and

WHEREAS, in June 2015 staff solicited proposals to provide a digital plate maker, training, and a maintenance and technical support agreement. Proposals were received from the following companies:

Heidelberg USA Incorporated	\$123,847.00
Fuji Film North America	\$135,244.00
AGFA Corporation, Avalon N4E Platesetter	\$128,488.00

WHEREAS, the proposals were evaluated on their understanding of the Reprographics Division needs, their proven ability to efficiently implement solutions in a similar environment, price, equipment guarantee and the ability to support the equipment and it was determined that Heidelberg USA, Incorporated provided the lowest, most responsive proposal; and

WHEREAS, the total cost for the purchase of the equipment, including taxes and delivery is One Hundred Four Thousand Nine Hundred Ninety Three Dollars and Twenty-Three Cents (\$134,993.23) and the thirty-three month service agreement totals Twenty One Thousand One Hundred Fifty Three Dollars (\$21,153.00), payable quarterly at a cost of One Thousand Nine Hundred Twenty Three Dollars (\$1,923.00).

WHEREAS, funds for this expenditure, in the total amount of \$156,146.23 are available in the City Clerk 2015-2016 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 enter into an agreement to purchase a Suprasetter A52 Gen III Plate Maker Processor at a cost \$134,993.23 and a thirty-three (33) month service agreement at a total cost of \$21,153.00, payable in quarterly amounts of \$1,923.00, with Heidelberg USA, Inc.

SECTION 2. That a purchase order is authorized to be issued in the amount of One Hundred Fifty Six Thousand One Hundred Forty Six Dollars and Twenty-Three Cents (\$156,146.23).

SECTION 3. That funds for this expenditure are available in the City Clerk 2015-2016 Fiscal Year Budget in Account Number 6200-470-000-4334.

SECTION 4. That a copy of this Resolution shall be forwarded to the offices of the City Manager, City Controller, City Attorney, City Clerk and Reprographics Division.

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

ADOPTED this ____ day of _____, 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 to 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-
ABSTAIN: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

Correspondence to:

Heidelberg USA
1000 Gutenberg Drive, NW
Kennesaw, GA 30144-7028
Phone: 800 437-7388
Fax: 800-841-7765

Invoice No : 06262015PF
Date : 06/26/2015

Customer #: 14390230

City of Compton
205 S Willowbrook
COMPTON, CA 90220

Heidelberg Partner Program Agreement

Item	Description	Unit	Price USD
10000	Suprasetter A52 DTL	Per Month	\$ 300.00
20000	CP85	Per Month	80.00
30000	Site (Software contract for Prepress Manager 52 with Renderer 52)	Per Month	261.00
	Total Amount Due Quarterly		\$1,923.00
	33 Month Contract to be Billed Quarterly		

Thank you for your business!

Remit to:
Heidelberg USA, Inc.
P.O. Box 845180
Dallas, TX 75284



14390230

CUSTOMER NO.

14390230

CUSTOMER NO.

ProForma

INVOICE NO.

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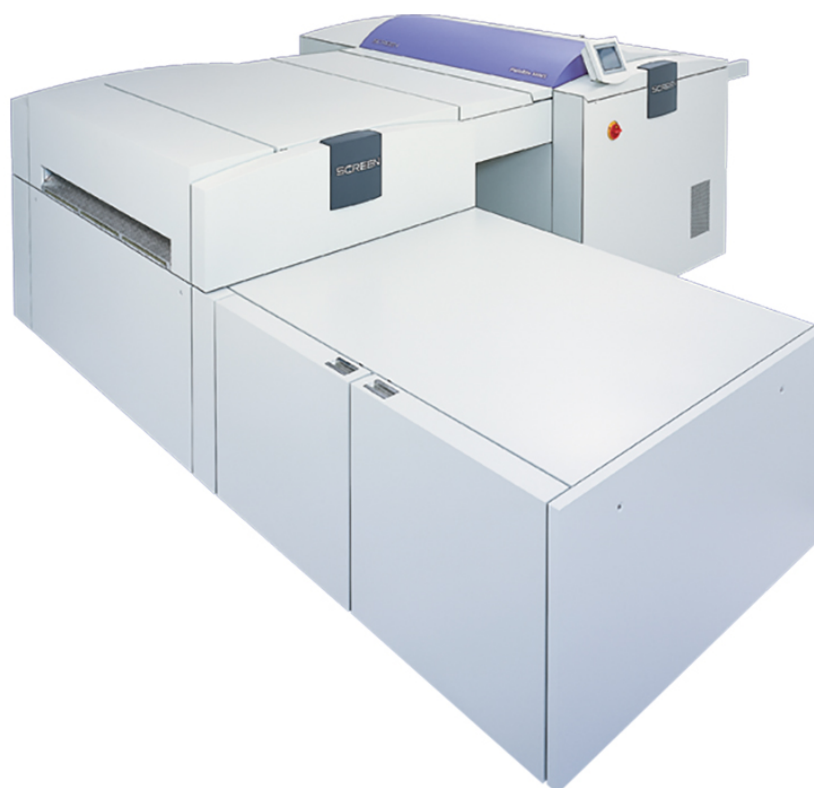
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205 S Willowbrook
COMPTON CA 90220S
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205 S Willowbrook
COMPTON CA 90220

Date Shipped		Shipped VIA	Sales Contract and Security Agreement No.	Our Order Number		Entered By	
			1153112821			Todd A Vanderweyden	
Item No.	Material No.	Description	Quantity	U/M	Unit Price USD	Amount USD	
10000	PT.MD3.V000/	Suprasetter A52 Gen III	1	ea.		123,847.00	
10400	MV.053.398 /03	Retrofit kit A74 punching system HDM	1	ea.			
20000	ZGGUJ.1006544400	CP+85 Premium	1	ea.			
30000	SU45.GRAVITYSTACK	GravityStacker	1	ea.			
40000	PP.888.0100	Prinect Prepress Manager	1	ea.			
50000	PP.888.0040	Prinect Integration Manager	1	ea.			
60000	PP.222.0178	Server T320-S14	1	ea.			
60300	PP.222.0173/01	19" Monitor P1914S	1	ea.			
60400	SU45.632111384	Dell 300GB 10K RPM SAS 6Gbps 2.5in hot p	1	ea.			
70000	PP.PWF.3DAY	3 days Prinect Workflow Service	1	le			
		Sales Tax				11,146.23	
		Special price based on signing a 3 year Consumables Contract and Service Contract				\$134,993.23	
		Remit to: Heidelberg USA, Inc P.O. Box 845180 Dallas, TX 75284					

Proposal Prepared For

COMPTON CITY



*Images may reflect optional items not contained in this proposal

Dart Thermal 4-up Platesetter & XMF
Workflow

Customer Contact Info:

COMPTON CITY
205 S WILLIEBROOK AVE
COMPTON, CA 90220-3134

FUJIFILM Contact Info:

Specialist	Steve Greenstein sgreenstein@fujifilm.com
Account Mgr	Interface1 jquinn@fujifilm.com

Proposed Equipment:**Thermal CTP Solutions**

1 Dart 4300 E Manual**Features:**

- 16-channel laser diode system in a two bank array providing laser redundancy
- Centering registration system
- Auto calibration every 16 plates to verify power ratings to the plate
- Auto drum-balancing for different plate sizes and gauges
- Separate input and output slots allowing for multiple plate staging
- 830nm external drum imaging system
- Plate throughput = 11 plates per hour (28.5" x 24.2" at 2400dpi)
- Maximum plate size = 32 21/32" x 26"
- Minimum plate size = 12 25/32" x 14 19/32"
- 15mm Head and 12mm Tail Clamp
- Plate gauge support = .006 .008 .012
- Supports 2400 2438 and 2540 dpi

Includes:

- Three month manufacturer warranty (includes all parts labor and travel)

Requires:

- Power: Single Phase 200-240V, 20 amp, 4.0 kW
- Environment: Recommended 70-77 degrees, 40 -70 percent relative humidity
- Dimensions: 69.7" W x 40.5" D x 46.7" H

Options:

- Optional press punching capability (up to potentially four internal press punches)
- Upgradeable to 21pph with a laser diode upgrade

1 Powervar For Jav/Dart/FP**Features:**

- Power conditioner for Javelin/Dart/FinalProof

1 Dart 4300 E Installation w/Ecomaxx**Dart 4300E Installation with EcoMaxx****Includes:**

- Installation of device
- Training

Thermal CTP Solutions - Continued**1 Dart 4300 E First Year Preferred w/o Processor CSA**

**Dart 4300 E First Year Preferred Customer Support Agreement without Processor
Coverage Period Is 9 Months From End of Warranty
Includes the following coverage from 8am-5pm, M-F:**

- 100% discount on Labor and Travel Charges
- 100% discount on non-Consumable Parts
- 100% discount on Shipping Charges for covered parts
- 2 Preventative Maintenance Calls at no charge
- 24 hour, 5 day Phone Support (M-F)
- Taskero Remote Monitoring

Thermal CTP Solutions Sub Total \$54,748

Plate Handling Equipment**1 Dart MA-L4300II for Dart III and 4300 series****Features:**

- Dart 4300 MAL Cassette Autoloader
- Multi-cassette system
- Three cassettes come standard three cassette maximum
- 100 plates and interleaf capacity per cassette maximum 300 plates on-line
- Automatic interleaf removal
- Supports a minimum plate size of 12' x 14 9/16
- Supports: Dart 4300 E & 4300 S including models with small plate and/or 12mm clamp option

Includes:

- Three month manufacturer warranty (includes all parts labor and travel)

1 Dart MAL Installation**Dart MAL Installation****Includes:**

- Installation of device
- Training

1 Dart MAL First Year Preferred CSA

**Dart MAL First Year Preferred Customer Support Agreement with Processor
Coverage Period Is 9 Months From End of Warranty
Includes the following coverage from 8am-5pm, M-F:**

- 100% discount on Labor and Travel Charges
- 100% discount on non-Consumable Parts
- 100% discount on Shipping Charges for covered parts
- 24 hour, 5 day Phone Support (M-F)
- Taskero Remote Monitoring

Plate Handling Equipment - Continued

1 Nita PROLESS 36' Plate Stacker

Plate Handling Equipment Sub Total	\$42,696
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Workflow Solutions

1 XMF Workflow by Fujifilm - v6 - 4up

Features:

- Core JDF Architecture
- Adobe PDF Print Engine RIP (APPE)
- Unlimited Mac & PC Workflow Clients Including Imposition
- Integrated Imposition with JDF Folding Library
- Adobe In-Rip Trapping with Zonal Trap Plug-In
- Integrated Enfocus Preflight Profiles and Action Lists
- PDF Page Box Editing and Page Splitting Capabilities
- 3D Viewer, Single Page and Imposition Viewers
- XMF Job Archiving
- Flexible Workflow Automation using Templates
- Ink Management of Special Colors, Global and Job Level
- One High Resolution Export Driver
- One Low Resolution Export Driver
- Fujifilm Co-Res Advanced Screening
- DVD and Dongle

1 XMF Additional 4up LR Output Driver

Features:

- Adds additional Low Resolution 4up Driver to XMF

1 XMF 2up LR Output Driver

Features:

- Adds 2up Low Resolution Proofer Driver to XMF

1 XMF Parallel Converter Kit

Features:

- Interface for Fujifilm Javelin and Dart CTP

Includes:

- Interface Box
- PIF Cable
- 100ft CAT6 Network Cable

Workflow Solutions - Continued

1 XMF Central Server Gen4 2650V2

- One (1) Server Pedestal Chassis with Single 600W Power Supply
- Eight (8) drive bays
- One (1) Intel Dual Socket S2600 Server Motherboard
- One (1) Intel Xeon E5-2650V2 Processor – 2.6GHz 8 Cores
- 32 Gigabytes DDR3 1600GHZ Memory
- 4 x 8 Gigabyte DIMMs
- Quad-channel Memory
- One (1) 120GB Intel Solid State SATA Disk Drive for OS
- Five (5) 1TB, 10K Western Digital VelociRaptor Disk Drives
- 1.8 TB RAID 0+1 (Stripe and mirrored)
- Fifth drive assigned as hot spare
- One (1) LSI RAID Eight Channel Controller with Battery Backup
- Four (4) Intel 10/100/1000 Copper Gigabit Embedded on MB
- One (1) Dual Layer DVD +/- RW drive
- One (1) Logitech USB mouse and keyboard
- One (1) 21.5" ASUS LCD display (1920 x 1080 resolution)
- One (1) Microsoft Windows 2012 Server 64-bit OS with media
- One (1) Acronis True Image Recovery Software – Server Edition
- 48 Hour burn in and stress test at factory
- 24 x 7 phone support for hardware and operating system
- Three Year parts and labor warranty

1 XMF PC Hardware/Software Integration**Features:**

- NEW XMF System setup.

Includes:

- Installation/configuration of XMF components into customer production environment.
- MANDATORY with ALL NEW XMF System sales.

1 XMF Integration of InkJet Engine**Features:**

- Integration of InkJet Engine Driven by XMF at time of Workflow implementation.

Includes:

- ONE - IJ Engine setup and pleasing color ColorMatch.

Requires:

- PSG XMFA

Options:

- PSG ICMA for additional pleasing ColorMatches on same visit.
- ColorPath SYNC DLP for critical Color matches using approved IJ engines. Please consult with PSG team.

Workflow Solutions - Continued

1 XMF OnSite Workflow Operator Training

Features:

- Base implementation of XMF configuration.
- Allows for 3 consecutive days on-site behind XMF System setup.

Includes:

- Functional operator training of XMF System for up to 3 operators trained concurrently at time of initial delivery.

Requires:

- PSG XMF

Options:

- PSG XMFIJ
- PSG XMFP
- PSG XMFE

1 XMF Workflow by Fujifilm - Annual Customer Support Agreement

Includes:

- Toll-Free Phone Support, M-F, 7:00am - 7:00pm (DST)
- Remote Access Support
- All Point and Version upgrades made available during Coverage Period

1 XMF Followup Visit System Workflow Training

Follow-up Visit XMF System Workflow Training

Workflow Solutions Sub Total \$37,800

Grand Total \$135,244

Acceptance

NOTE: Freight charges, sales taxes (if applicable), and installation costs, unless included in the proposal, will be determined at the time of delivery, and shall be paid by Purchaser to FNAC within 30 days after installation of the Equipment.

The Pricing on this proposal will be valid for thirty days from the date printed on this proposal. All specifications are believed to be accurate, but are subject to change without notice.

This proposal is for discussion purposes only, and is subject to and contingent upon the mutual execution of a formal written agreement satisfactory to all parties which contains all material business terms. Neither party shall be bound unless and until such formal written agreement is mutually approved and executed.

COMPTON CITY	FUJIFILM North America Corporation (FNAC)
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Leasing Options

Fujifilm has relationships with several leasing and/or financing companies as to enable you to acquire the equipment you need. Our leasing relationships may assist you in securing competitive rates and optimum financial benefits for you.

The figures noted below are based on current rates excluding freight and optional service contracts. They are sample lease rates only to illustrate the options that may be available to you. Actual rates are subject to change without notice.

Contact David Stearns at (847) 458-0191 for current rates and leasing programs being made available for Fujifilm customers.

Amount Financed: \$135,244

Finance Lease

Term	Monthly Payment
36 Months	\$4,274
48 Months	\$3,294
60 Months	\$2,705

June 2015 Rates

- Rates will fluctuate and become fixed on the Equipment Acceptance Date
- Subject to Credit Approval
- Financing estimates do not include local fees and/or taxes
- \$1 Purchase Option on all leases
- Not including "Optional Equipment" proposed

Optional Items

Workflow Solutions

1	XMF Additional 4up LR Output Driver	\$825
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Features:

- Adds additional Low Resolution 4up Driver to XMF

1	XMF CIP4 to Press Export Option	\$4,900
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Features:

- CIP data export for automated ink key set-up at press

Requires:

- Press must be capable of accepting CIP data
- Implementation of CIP3/4 Option - PSG-XMFP

1	XMF Native File Archive Option	\$4,350
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Enables XMF archive feature to include native desktop application files within the XMF job archive.

The options listed above are not reflected in the total proposal package price listed in the previous pages



XMF Workflow

PRODUCT BROCHURE

Intelligent workflow technology for today
and tomorrow



XMf Workflow

Workflow is a crucial function at the heart of any print operation, whether offset, digital or a combination of both. XMf Workflow is a powerful and flexible production hub that is built around PDF and JDF technologies to offer a rich set of capabilities in pre-flighting, color management, imposition and screening for a variety of output devices that include platesetters, digital presses and Fujifilm's J Press 720 digital inkjet press.

One of the most comprehensive workflow platforms for managing integrated production, XMf Workflow has been designed to meet the production demands of sheetfed, web, and digital print companies. Based on Adobe's PDF Print Engine (APPE), XMf Workflow has, from its inception, led the way in combining the creative depth of Adobe's Creative Suite applications with streamlined print production. XMf Workflow brings together Fujifilm's expertise in color, imposition, and workflow production to allow printers to increase efficiency and productivity while maintaining high-quality production at all times.



XMf Workflow supports both offset and digital presses, including Fujifilm's J Press 720 B2 inkjet model.

Built for speed and efficiency

XMf Workflow has tools to improve efficiencies throughout your business, handling complex PDFs with ease. Using Fujifilm's 'Pure PDF' implementation of the Adobe PDF Print Engine, XMf Workflow ensures that supplied files can be processed extremely quickly. And, because XMf Workflow uses the latest Adobe technology, keeping up with applications is simple.

Built for automation and flexibility

Although easy to use, with a 'one screen' production window, XMf Workflow provides complete control and flexibility in production. And, with its JDF foundation, XMf Workflow is able to link easily to MIS systems, reducing job preparation time as well as providing real-time cost data. All the functions you would expect in a workflow are

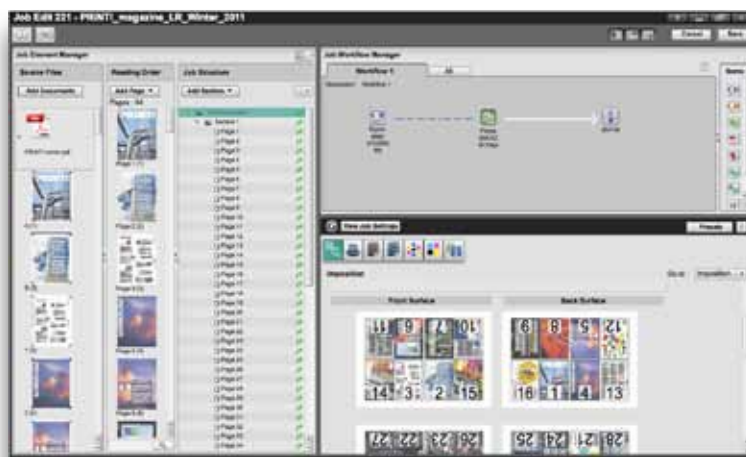
available in XMf Workflow – pre-flighting, trapping, and, of course, color management, all alongside Fujifilm's advanced imposition functions.

Built for digital and offset

The XMf Workflow suite of solutions provides true cross-media capability. With the ability to prepare a PDF for either CTP or digital output at the click of a mouse, XMf Workflow automatically applies the appropriate imposition, color management and screening settings, maintaining data integrity and color consistency throughout. XMf Workflow also allows for sections to be output to digital presses for proofing purposes.

Built to help you add value

Adding new services is key to retaining and gaining business. XMf Workflow enables you to create 3D digital mock-ups, complete with the ability to turn



The 'one-screen' interface allows the user to define proofing and printing workflows, to view job content and structure, and to set up and preview impositions.

virtual pages in the viewer, showing the effects of different paper types, and allows you to send these as stand-alone 3D virtual proofs to clients. The 3D mock-ups are created from APPE-rendered pages and the production imposition scheme and are therefore as close a representation of the printed product as you can get without actually putting ink on paper. Also, the optional XMF Workflow Remote module adds powerful web browser-based online job submission, previewing, annotation, and approval. This enables you to expand the range of remote services you offer your customers, speeding up job hand-off, review, correction, and sign-off.

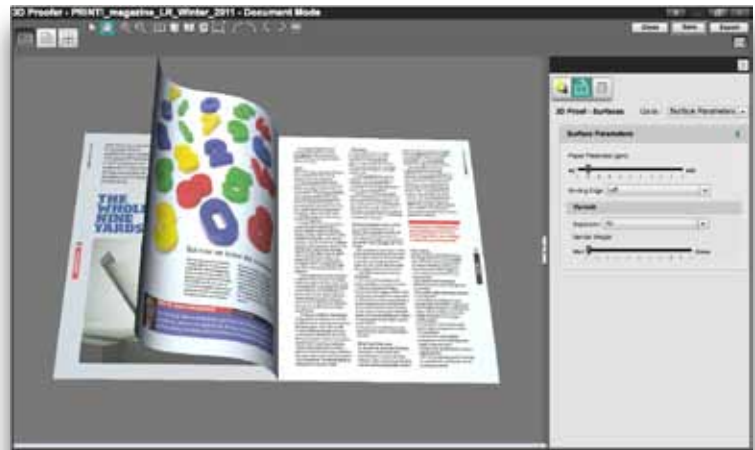
Built to reduce costs

Not only does XMF Workflow increase efficiency, but it can also reduce costs. Its intuitive, easy-to-use interface requires very little training, saving both time and money. And, its support for unlimited Mac and PC workflow clients allows unlimited imposition clients without having to pay for additional user licences.

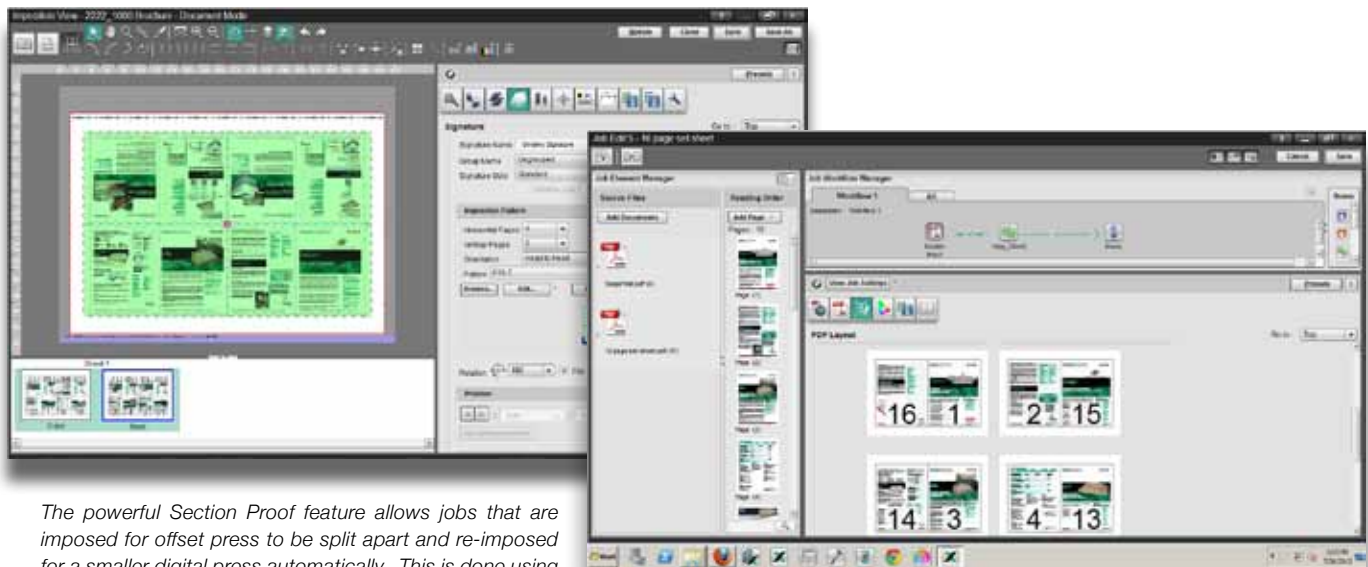
Built to last

Because XMF Workflow is built exclusively around the latest-generation APPE using Fujifilm's 'Pure PDF' approach, it is considerably more efficient at handling the increasingly complex PDF files that both current and future creative applications will produce. This is complemented by integral JDF support, which delivers enhanced communication between applications,

pre-press, press, and finishing equipment as part of an information-rich production environment, bringing full visibility of job progress and costs. XMF Workflow is also highly scalable, with the ability to add multiple additional servers to support growing production facilities or customer demand. Together, these factors make XMF Workflow a sound investment in the future of your print production.



The 3D proof in XMF Workflow is created from the JDF imposition and rendered production files, giving the most accurate preview of content and form.



The powerful Section Proof feature allows jobs that are imposed for offset press to be split apart and re-imposed for a smaller digital press automatically. This is done using JDF information so there is no chance pages will be in the wrong sequence from offset forms to digital press proofs.



XMF Workflow at a glance

XMF Workflow combines key industry-standard and Fujifilm-specific technologies to deliver a comprehensive workflow with a wide range of advanced capabilities as standard. Key components and capabilities of XMF Workflow include:

Adobe PDF Print Engine	XMF Workflow is based on Adobe's native PDF rasterizer, which is capable of rapidly processing the most complex PDFs with ease.
Pre-flighting	XMF Workflow can pre-flight and automatically correct common PDF errors as files enter the system.
Color management	XMF Workflow incorporates advanced standalone color capabilities and XMF ColorPath Organizer, a gateway to the XMF ColorPath cloud-based color management system.
Trapping	XMF Workflow employs Adobe in-RIP trapping for automatic application of advanced trapping optimized for each output device.
XMF Workflow Impose	XMF Workflow applies sophisticated imposition as appropriate for digital, sheet-fed and web offset printing.
Section proofing	XMF Workflow offers the ability to use digital presses to create physical mock-ups of offset print jobs.
3D proofing	XMF Workflow can generate 3D proofs from APPE RIPped data that can simulate different stock, finishing and folding options.
JDF Connect	XMF Workflow provides an open interface to MIS systems that allows automatic job creation directly from MIS.
DFE JDF integration	XMF Workflow supports open connectivity with the digital front-ends for a variety of digital print systems.



Please contact FUJIFILM for further information.

FUJIFILM
expect INNOVATION™

FUJIFILM North America Corporation
Graphic Systems Division

contactgraphics@fujifilm.com
phone: 800-877-0555
www.fujifilmgraphics.com

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xmfworkflow_r1





Prepared by Benjamin Richard
For
City of Compton
N4 Manage

#9.

Apogee Prepress

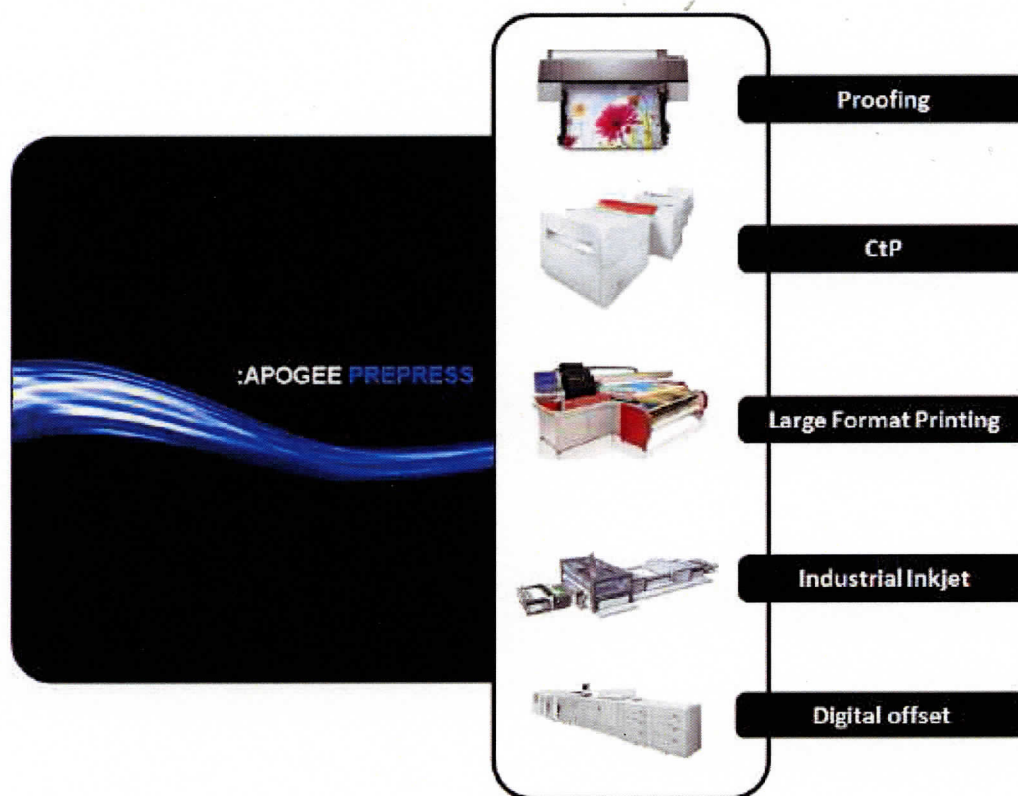


Unique Selling Points

- Integrated functionality in one prepress solution
- Unmatched control over prepress jobs.
- Extensive connectivity to prepress, press and post-press equipment.
- Controlled automation.
- Ease of managing the whole production system.
- Flexible upgrade path.

Target Customers

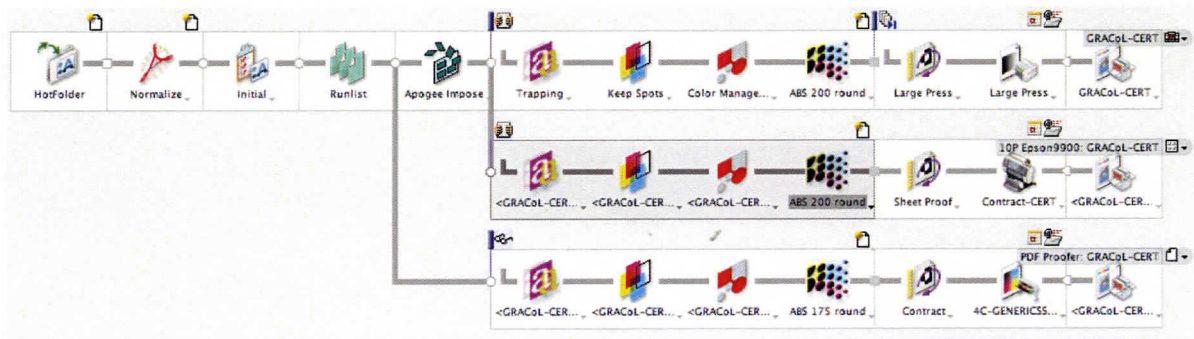
:Apogee Prepress is designed for service bureaus, prepress companies, small to large commercial and packaging printers, and print production plants. :Apogee Prepress allows them to make customer files print-ready for a variety of output devices such as proofers, CtP engines and digital presses.



Customer Benefits

More quality The integration of the Adobe PDF Print Engine (APPE), which allows PDF files to be rendered natively. This eliminates the need to flatten transparent artwork upfront, and enables a more efficient and reliable end-to-end PDF workflow. The Adobe PDF Print Engine ensures that what appears on-screen is what gets printed on paper. Additionally :Apogee Prepress includes other solutions that ensure the best possible and economical print production. These solutions include :Sublima screening, the Color Quality Manager enabling Smart Input Space Recognition, press repurposing, press validation, press calibration and color management tools. And last but not least, :InkSave to save on production costs and to increase stability in print. These solutions work together to give :Apogee Prepress the functionality printers need to meet and exceed the quality demands made by their designers and publishers.

#9.



Full control through flexible production plans.

A scalable system

:Apogee Prepress can easily scale to meet the customer's throughput and functional requirements.

:Apogee Prepress base products and enhancers

The modular design and open architecture enables :Apogee Prepress to adapt and meet the customer's changing production requirements. Through a flexible licensing system additional workflow enhancers are easily added whenever desired.

Three base products

Apogee Render

:Apogee Prepress is the base product, providing out-of-the-box high resolution rendering functionality. Through enhancers, this product can be scaled all the way up to an :Apogee Integrate.

Enhancers

Enhancers are packages which contain additional functionality to "power up" the high resolution base product with more control, automation and job management features. Other Enhancers are available to expand the output format, add proofing and imposition functionality, add output capacity, and much more.

A la Carte Options

In addition to the Enhancers, which in most cases are a bundle or a package of several options; you still have the ability to offer individual options. These options are referred to as the "A la carte" options.

Your Workflow Solutions will have the following features

Comprehensive Job Tickets - Production Plan - MultiFlow - Multi Part

Provides a single job ticket that graphically describes all required processing steps for a job, from PDF creation, preflighting, to imposition and trapping; from page proofing to content proofing, to final output on any of the supported computer to plate systems. Multi Part Job workflow is a new way to create and process jobs with different parts (for example cover & body) that require different processing. Easy setup and simplified viewing and filtering make the Multi Part Job functionality a powerful tool to process, control and adjust the most complex jobs in no time.

Ten :Apogee Prepress Client Licenses

Enables Ten operators to logon to :Apogee Prepress simultaneously to create and submit Job Tickets, manage jobs, track jobs, or manage the :Apogee Prepress System. Options are available to extend the number of clients.

Hot Tickets

Contain Production Plans for true hands-off productivity

Job Tracking & Management

Easy-to-use tools lets you monitor the progress of a job and interact with it to either hold, resume, delete, change its priority, approve/reject, perform remakes.

PDF Creation

Industrial strength Normalizer creates high quality, production ready PDF files.

:Apogee Impose

With :APOGEE Impose, which is fully integrated in :APOGEE Prepress, an imposition layout is now made in a quick, intuitive and simple way. From now on, the time-consuming process of switching to external imposition software is history. Apart from saving time, this will also minimize errors, caused by redundant data entries. With :APOGEE Impose, the prepress process is faster and more intuitive – the time gained is particularly evident when parameters, such as number of pages, color, sheet format or press, are changed several times within the process of handling one job.



| see more | do more |

#9.

PDF Export

The PDF Export module will allow you to use the Apogee system to convert all incoming PS and PDF files into usable PDFs that can then be sent on to a customer for review or to be exported to a digital press or other system. This again will assure you that only PDFs that are made to the same standards are used throughout the process.

In-Render Trapping (IRT)

Provides automated hands-off trapping of pages or signatures.

Hardcopy Proof

The Hardcopy Proof module will allow you to drive qualified HP and Epson Proofers directly from Apogee without the need for another RIP sitting in front of your proofing system. This means that the SAME Render Engine that makes your proof will also make the plates assuring you that the file continuity is intact from start to finish.

Screening

:Agfa Balanced Screening (ABS) - Standard in all Apogee Systems

This screen is a conventional halftone screening system which maximizes the press results. It is a noise free screen containing smooth tonal gradations and tints. Each 4-color screen is balanced to eliminate moiré patterns, which improves the print quality. ABS-screens can also be set for flexographic, conversion gravure and standard offset presses.

:Sublima 200 comes Standard in Apogee systems



| see more | do more |

Optional Screening

:Sublima Most advanced screening on the market. Its cross-modulated (XM) screening technology is designed to dramatically improve print quality with no extra effort on press. **:Sublima** is the best of both worlds!

:Cristal Raster Agfa Graphics' Frequency Modulated (FM) screening technology. It's a stochastic screening method that gives tones and colors extra definition, for photo-quality results.

Raster Preview

Version Compare Window immediately displays any misalignments or shifted objects across versions, especially when those versions share a set of common plates.

Color Managed Raster Preview – Raster Preview enables a user to display the rendered data (the digital file or 1-bit TIFFs) on a monitor. In other words, the user can view the digital film and check on screen what will later be imaged on plate. Raster Preview shows the thumbnails as a quick reference and enables zooming in to the bitmap level of the digital film. As it is properly color managed, users can be sure that if it is wrong on the monitor, it will be wrong on plate. Users can also check line screens and angles, overprints/knockouts, densities, and trapping accuracy. Raster Preview is a quality control and waste reduction tool, because errors are caught before consumable materials are used.

Front & Back Preview – The Front and Back Preview functionality allows the user to have a view on the content of the front and the back simultaneously. In no time, the user will see if all signature elements align properly from front to back, and if images or other design elements from one side

Scalable architecture

:Apogee adapts to meet your throughput needs. A flexible licensing system enables you to add additional processing functionality and capacity to meet changing production requirements. Once scaled, built-in fault tolerance provides additional security and minimizes down-time in the event a server platform or hard disk failure.

On - Site Training

All Apogee systems come with on-site training instead of classroom. This way the files you use will be yours, with real world issues and problem resolutions to what you encounter every day. The onsite training is customized to the Apogee system that has been purchased. Training and system configuration is included.



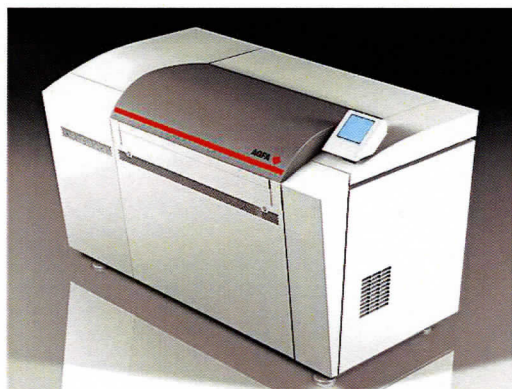
| see more | do more |

#9.

TKS Platform Server

One server platform is included in this proposal. This is an HP ML 350E server with Windows 2008 operating system, 16 GB of RAM, 4 – 300GB Raid 5 drives. Installation and configuration included. Comes with HP 3 yr warranty coverage.

Avalon N4 E



:Avalon N4 brings today's commercial and packaging printers the high-quality digital plates they need to stay competitive. Whether you require the highly productive :Avalon N4-10 S or the cost-effective :Avalon N4-10 E, you are assured of a winning combination of exceptional imaging and rock-solid reliability

High Quality Thermal Imaging

The Avalon N4 E system uses industry standard 830 nanometer laser imaging. This assures you that you have choices in plate vendors and plate technologies.

Daylight Operation

As with all Agfa Thermal platesetters you will enjoy the benefit of a Full daylight system allowing you no special rooms, lights of room environments. **2 systems are being proposed, SEMI AUTO, and SINGLE AUTOLOADER**

Redundant Imaging Technology

The Avalon N4 E uses 16 Laser Diodes to image the plate. These 16 lasers work in combination of Odd and Even imaging channels to write the image on the plate. Automatic self calibration is done every 16 plates. Should a laser need adjustment, the system will do it for you with no intervention by the operator. If a laser should ever fail, the system will warn you ahead of time and will continue operation at reduced output speed.

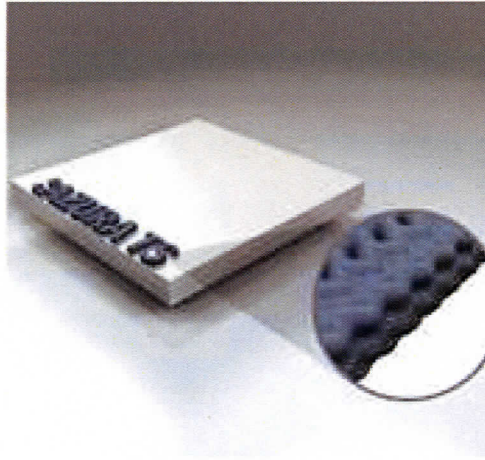
In Line Press Registration Punches

Your system can be enhanced to have Press Registration Punches installed to match your press. The punches are optional and can be added at any time.



| see more | do more |

#9.



:Azura TE

Agfa's :Azura TE is a thermal, negative working plate for low/medium volume commercial printing where simplicity, robustness and reliability are important. It provides the high quality imaging you'd expect from a thermal system, without chemical processing. Elimination of chemistry removes all process variables and simplifies platemaking, giving you clear, consistent results. :Azura TE users benefit from one of the simplest, most reliable and predictable CtP technologies ever created.

No process variables

:Azura TE is an easy addition to any workflow. Because it uses no chemical processing, it is safer, simpler and more consistent for everyone to use. And it provides the convenience of daylight handling, to fit in to any prepress environment.

No special press room handling

:Azura TE works with most existing pressroom chemistries, so there may be no need to change inks, fountain solutions, or alcohol substrates. It prints directly from its electrochemically grained and anodized aluminum substrate, giving you a wider printing latitude.

High-quality results on press

:Azura TE provides 2-98% dpi screen tints at 200 LPI depending on imaging conditions yielding excellent results on press. It also gives you up to 100,000 impressions dependent on printing conditions for high productivity.

How :Azura TS Works...

During imaging, Thermofusible particles within :Azura TS are fused together by the thermal laser to create an image. A physical process then bonds the image to the substrate, with absolutely no chemical processing involved. A dedicated cleaning unit uses gum to finish the plate and clean the un-fused areas, leaving a press-ready :Azura TS plate.



| see more | do more |

Configuration Deliverables:

○	Product Name	ABC
○	1 Avalon N4-14 E (Azura TE)	
○	AV N4-14E	OT5ZW
○	1 Semi Auto - N4 - Azura TE	
○	1 Apogee Manage	
○	AP RENDER	E7YWS
○	AP ENHANCE TO CONTROL	E7YXU
○	AP ENHANCE TO MANAGE	E7YYW
○	AP 4-UP LICENSE	EK630
○	AP HARDCOPY PROOFING	E7ZEV
○	AP RASTER PREVIEW	EMZBU
○	AP IMPOSE 1 CLIENT LICENSE	E94MA
○	AP IN-RENDER TRAPPING	EK691
○	1 (L3E3S) ML350e Gen8 Server TKS Apogee - entry level	
○		740897-B21; 740897- B21#ABA; 701837-L21; 713975-B21; 624192-B21; 698529-B21; 725895-B21; 738655-B21; 656362-B21; 738661-B21; C7536A; AF596A; ZU706A
	US ML350e Gen8 1.8GHz 2GB DVD-RW	
○	MS WS12 R2 Std FIO Npi E/F/I/G/S SW & MS WS08 R2 DG STD FIO Npi E/F/I/G/S SW & MS WS12 CAL 5DEV en/fr/es/xc Lic	755997-B21; 717566-B21; 701607-DN1
○	English	000001-LNG
○	HP ML350e Gen8 v2 E5-2403v2 Kit, HP 2GB 1Rx8 PC3L-12800E-11 Kit & HP 460W CS Plat Ht Plg Pwr Supply Kit	701837-B21; 713975-B21; 656362-B21
○	HP 2GB 1Rx8 PC3L-12800E-11 Kit	713975-B21
○	HP 2GB 1Rx8 PC3L-12800E-11 Kit	713975-B21
○	HP 2GB 1Rx8 PC3L-12800E-11 Kit	713975-B21
○	HP 2GB 1Rx8 PC3L-12800E-11 Kit	713975-B21
○	HP 2GB 1Rx8 PC3L-12800E-11 Kit	713975-B21
○	HP 2GB 1Rx8 PC3L-12800E-11 Kit	713975-B21
○	RAID 5(4 LUN s) AGFA (US Only)	999203-TKS

#9.

○	300GB 10k SAS 6G 2.5in SC ENT HDD	652564-B21
○	300GB 10k SAS 6G 2.5in SC ENT HDD	652564-B21
○	300GB 10k SAS 6G 2.5in SC ENT HDD	652564-B21
○	300GB 10k SAS 6G 2.5in SC ENT HDD	652564-B21
○	HP USB BFR-PVC US Keyboard/Mouse Kit	631341-B21
○	HP EliteDisplay E231 23-In LED BL Mnt US	C9V75AA#ABA
○	HP 3y Nbd ML350e FC SVC	U2FT7E
○	HP 1.83m 10A C13-UL US Pwr Cord, HP 1.83m 10A C13-UL US Pwr Cord	AF556A; AF556A
○	HP iLO Essentials incl 3yr TSU 1-Svr Lic	BD774A
○	AGFA-APOGEE X Starter Kit	345888-B21
○	1 N4 L100	
○	N4 L100	E9NZ4

*Prices**CTP and Workflow as listed above*

Included

Installation/Training

Included

*Service Contract/Warranty
Software Contract WCC ****1 Year Included
1 Year Included ****Delivery**Freight to be added**Net Sales Price*

\$108.488 SEMI AUTO

Net Sales Price

\$128.488 SINGLE AUTOLOAD

This offer, posted on 5/22/2015, is valid for one month. After this date, Agfa Corporation reserves the right to evaluate the system and to change the offer accordingly.

*****AGFA WILL EXTEND THE WCC (Software Contract) TO 3 YEARS AT NO ADDITIONAL CHARGE**

*****Workflow Care Contract (WCC)**

When you combine a Workflow Upgrade Contract with a Workflow Support Contract Agfa calls this the "Care" package as it takes "care" of all your prepress upgrades, support and installation for One to Five years. In addition, its loyalty advantage offers you the best price to keep your :Apogee Prepress System maintained and your prepress staff supported when production application challenges arise. A further advantage is Agfa is now able to offer flexible billing methods on a monthly, quarterly or yearly basis as it best suits your cash flow model.

The Workflow Care Contract will cover all Telephone support, all remote Dial-in diagnostic support, all Point upgrades and all version upgrades for the period of coverage accepted.



| see more | do more |

#9.

terms

40% Down Payment with a signed Agreement
30% Due on prior to shipping.
30% Due on Acceptance.
Or
Purchase Order from an approved leasing company.
Along with a signed Pitman Sales Agreement.

delivery

The present estimated lead time is 90 days following credit approval. A precise delivery schedule will be obtained after receipt of your order and you will be notified accordingly. **Any additional special rigging costs are the responsibility of the customer.**

freight charges

All transportation costs are borne by the customer, F.O.B. manufacturer. Pitman may invoice customer separately for freight. Air Freight is available at an additional expense.

installation

Installation excludes on-site electrical or plumbing work. During installation, any upgrades or enhancements requested by the customer or any unforeseen upgrades discovered and deemed necessary by the manufacturer or Pitman shall be at the expense of the customer.

cabling

All necessary cabling work shall be provided by the customer.

training

Standard Training covers the basic operation and application of each device. Advanced and supplemental training programs are also available at additional cost.



| see more | do more |

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Clerk

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A SALES AND MULTI-YEAR MAINTENANCE AGREEMENT WITH HEIDELBERG USA, INC. FOR THE PURCHASE OF A SUPRASETTER A52 GEN III PLATE MAKER PROCESSOR (\$156,146.23)

Vernell McDaniel
DEPARTMENT MANAGER’S SIGNATURE

7/22/2015 3:15:55 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

8/26/2015 5:43:42 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

7/23/2015 11:55:52 AM
DATE

Johnny Ford
CITY MANAGER

7/22/2015 6:33:56 PM
DATE

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

September 1, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY CLERK

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO PURCHASE A CERTIFIED
HEIDELBERG 10X15 PRINTING PRESS FROM AND ISSUE A PURCHASE
ORDER TO APEX BUSINESS MACHINE SUPPLIES IN THE AMOUNT OF
\$93,800**

SUMMARY

The City Council will consider adopting a resolution authorizing the City Manager to purchase a Certified Heidelberg 10x15 Printing Press from Apex Business Machine Supplies in the amount of \$93,800.00

BACKGROUND

The Reprographics Division of the City Clerk's Office currently outsources the production of tickets, invoices, voucher books, folders, certificates and other items requiring a printing press. By purchasing the Heidelberg 10x15 Printing Press the City will be able to bring this service in-house and reduce the cost of production from outside vendors.

STATEMENT OF ISSUE

In June 2015, staff solicited proposals to identify a qualified vendor to provide a Heidelberg 10x15 Printing Press and technical support. Proposals/bids were submitted by four (4) companies as follows:

APEX BUSINESS MACHINE SUPPLIES	\$ 85,000.00
COUNT NUMBERING MACHINE, INC.	\$ 91,015.00
ROLLEM INTERNATIONAL	\$123,800.00
THERM-O-TYPE CORP.	\$139,450.00

Staff reviewed the proposals/bids and determined that Apex Business Machine Supplies provided the lowest most responsive bid. Apex Business Machine Supplies has been providing services to the City of Compton for over twenty five (25) years and understands and will accept payment under the City's purchase order guidelines. The Certified Heidelberg 10x15 Printing Press costs \$85,000.00, and is a special order item. It should be noted that tax and shipping is not included in any of the quotes.

#10.

Staff Report – Resolution Authorizing Purchase of Heidelberg
Printing Press from Apex Business Machine Supplies
September 1, 2015, page 2

FINANCIAL IMPACT

The cost of the equipment including tax and shipping is Ninety Three Thousand Eight Hundred Dollars (\$93,800.00). Funds for this purchase have been identified in the City Clerk's 2015-2016 Fiscal Year budget in Account No. 6200-47-0000-4334.

RECOMMENDATION

Staff recommends adoption of the attached Resolution.

ALITA GODWIN, CMC
CITY CLERK

APPROVED FOR FORWARDING:

JOHNNY FORD
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO PURCHASE A CERTIFIED
HEIDELBERG 10X15 PRINTING PRESS FROM AND ISSUE A PURCHASE
ORDER TO APEX BUSINESS MACHINE SUPPLIES IN THE AMOUNT OF
\$93,800**

WHEREAS, the Reprographics Division of the City Clerk’s Office currently outsources the production of tickets, invoices, voucher books, folders, certificates and other items requiring a printing press; and

WHEREAS, by purchasing the Heidelberg 10x15 Printing Press the City will be able to bring this service in-house and reduce the cost of production from outside vendors; and

WHEREAS, in June 2015, staff solicited proposals to identify a qualified vendor to provide a Heidelberg 10x15 Printing Press and technical support and received proposals/bids from four (4) companies as follows:

APEX BUSINESS MACHINE SUPPLIES	\$ 85,000.00
COUNT NUMBERING MACHINE, INC.	\$ 91,015.00
ROLLEM INTERNATIONAL	\$123,800.00
THERM-O-TYPE CORP.	\$139,450.00

WHEREAS, staff reviewed the proposals/bids and determined that Apex Business Machine Supplies provided the lowest most responsive bid; and

WHEREAS, funds for this expenditure, including tax and shipping have been allocated in the City Clerk’s 2015-2016 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 purchase a Certified Heidelberg 10x15 Printing Press from Apex Business Machine Supplies in the amount of \$93,800.00.

SECTION 2. That a purchase order is authorized to be issued to Apex Business Machine Supplies in an amount not-to-exceed Ninety Three Thousand Eight Hundred Dollars (\$93,800.00).

SECTION 3. That funds for this purchase are available in the City Clerk’s 2015-2016 Fiscal Year budget in Account No. 6200-4700-000-4334.

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

SECTION 5. 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 to 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



P.O. Box 4717
Culver City, CA 90231-4717
310-216-1424 Office
310-670-7651 Fax

Maddy 310-968-5790 mobile
brownmadd@sbcglobal.net

INVOICE

PAGE: 0 **#10.**

INVOICE NUMBER:

004402

INVOICE DATE:

06/09/2015

ORDER NUMBER:

PO# J. PHILLIPS

ORDER DATE:

06/08/2016

SALESPERSON:

Maddy

CUSTOMER NO.:

CMPT-CTY

SOLD TO

CITY OF COMPTON
City Controller
205 So. Willowbrook Ave.
Compton, CA 90221

SHIP TO

Attn: John Phillips **"CLOSED FRIDAYS"**
Print Shop/Basement
205 So. Willowbrook Ave.
Compton, CA 90221

CONFIRM TO: John Phillips

CUSTOMER P.O.		SHIP VIA		F.O.B.		TERMS	
		Apex				Net 30	
ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT	
10X15 Heidelberg Printing Press Incls Tempress Foiling Unit Cutting and Foiling Capabilities Composing Table, 4-Numbering Heads, 2-10x15 Chase, 2-Speed Quoins Key, Set of Letter Press Furniture Machine comes complete with: Rollers, Wash Up Blade, Grippers, 1 x chase, Die Cutting Jacket, Oil Pan Parts & Operator Manuals on DVD Installation: Provided through our Tennessee Office. Labor, Lodging, etc are included						85,000.00	
Signature			Date				
15% Restocking fee on Returns in saleable condition only. Returns not accepted 90 days after Date of Purchase. Special order items not returnable.					Subtotal:		85,000.00
					Shipping:		1,150.00
					Tax:		7,650.00
					INVOICE BALANCE		93,800.00



#10.

Office (760) 489-1400 Fax (760) 489-1543
2128 Auto Park Way, Escondido, CA 92029
www.countmachinery.com

COUNT NUMBERING MACHINE, INC.

...since 1960

QUOTATIONDate **7/8/2015**

Cust. #

BILL TO: _____

SHIP TO: _____

No. **10625**

City Of Compton
22031 Main St. # 25
Carson, CA 90745
US

Buyer **Kenny Mccullough**

Phone 310-761-1440

Fax _____

Terms

Net 30

Purchase Order

Salesman	Source	F.O.B.	Shipping Terms	Warranty
Frank Frank Flores		Escondido	Delivered	Standard

fflores@countmachinery.com

Qty	Part #	Description	Price	Sold For	Amount
1	A-PS10	PS-10 High Speed Air Feed Rotary Number Perf & Score Machine w/ 1 ring 1 head 1 perf & 1 score	\$90,000.00		\$90,000.00
1	* Item	Government/Municipality Discount	-\$1,000.00		-\$1,000.00
1	* Item	Additional Straight Numbering Head	\$360.00	\$360.00	\$360.00
2	* Item	Additional Convex Numbering Head	\$380.00	\$380.00	\$760.00
1	* Item	Additional Holding Ring	\$395.00	\$395.00	\$395.00
1	* Item	Additional Perforating Assembly	\$250.00	\$250.00	\$250.00
1	* Item	Additional Scoring Assembly	\$250.00	\$250.00	\$250.00
1	War1APP	2 year Platinum Extended Manufacturer Warranty	\$995.00	\$0.00	\$0.00
1	* Item	Delivery, Installation & Training	\$995.00	\$0.00	\$0.00

Special Notes

List Sub Total

Sub Total \$91,015.00

Sales Tax \$8,191.35

LIFT GATE
REQUIRED☐ YES ☐ NO

Shipping

Installation

Order Total \$99,206.35

Deposit

Balance Due \$99,206.35

CC#

EXP

Name On Card

Count Machinery Company - Authorized Signature

Customer

Date

Salesman

Title

Sales Manager

By signing this proposal you are agreeing to the terms and conditions and aware of our Return Policy: Return Merchandise that was correctly supplied by customer order, will incur a 25% restock fee. All returned merchandise must be shipped freight charges prepaid.



Innovative Print Finishing

800.272.4381

www.rollemusa.com

Slitting, Scoring, Trimming, Perforating, Collating, Drilling & Gluing

City of Compton
205 S. Willowbrook Avenue
Compton, CA 92553
Attn: Kenny

Quotation for Numbering, Perf and Score equipment:

1 ea. New 18" Auto 4 CPS with standard equipment, two 8 digit "No" heads
2 perf heads #13 blade, 1 score head #4.....\$123,800.00

OR

1 ea. Refurbished 18" Auto 4 CPS with standard equipment, two 8 digit "No"
Heads, 2 perf heads #13 blade, 1 score #4.....\$93,900.00

OR

1 ea. Refurbished 18" Standard Auto 4 w/ standard equipment, two 8 digit "No"
Heads, 2 perf heads #13 blade, 1 score #4.....\$88,500.00

- All equipment above has a "new machine" warranty for 1 year
- Refurbished equipment is based on availability
- Freight and Installation on the above equipment is \$300

Thank you and best regards,

Doug Sherwood
Vice President/Western Division
dsherwood@rollemusa.com

Rollem International
www.rollemusa.com

Reprographic Services
 City of Compton
 205 S. Willowbrook Ave.
 Compton, CA 90220

Attn: John Phillips

Dear John,

Thanks for calling today about a foil press. The last Elite I installed in California was in a plant just north of LA. I am pleased to quote you the foil press you requested. This is a very popular press for most work. It has many exclusive features that make it easy to learn to operate and produce work on. Three days of training comes with the press, but you are responsible for airfare, hotel, car rental and all expenses. A foil cutter is included in what I call a virgin installation and just about everything else that you will need to get started. When I see what kind of work you are doing I can recommend the right kind of foil. I seem to have the right touch when teaching people how to foil stamp. You can get all the particulars on our web page. If you have any questions, just give me a call.

1	SF-2698	NSF ELITE		137,000.00
		Includes: SF-2277 ¼" Die Chase-10/32		0.00
1	SF-2700	Letter Press Chase		675.40
1	MFC-029	Foil Cutter – Electric		1,195.00
6	BUNTERPOST	Bunter Posts	@ 11.60	69.60
1	BUNTERWRENCH	Bunter Post Wrench	12.25	
1	Quoin 6"	Quoin 6"		\$95.50
1	Quoin 3"	Quoin 3"		\$89.95
1	Quoin Key	Quoin Key		\$60.05
1	TAPE-CO2	Overlay Tape, 2"		22.24
1	TST-12	Two Sided Tape 12" Roll		51.38
1	CCK	Counter Cast Kit		22.10
1	PRIMER	Primer		22.96
2	PH-11	9x11" Phenolic Board	@ \$3.15	6.30
3	MATRIX-WHT-24	Matrix Creasing White #50	@\$4.60	13.80
1	PERFORATING-R/8	Rule – Perf 8 Tooth – 12"		7.20
1	SCORING-RULE	Rule – Scoring – 12"		7.20
1	GLUE	Glue-Elmers Wood		2.46
1	BRUSH-STIK-1			56.25
1	SPACER PKG-NSF ELITE			52.68
2	MISC	Perf Block with Foam Rubber		0.00
1	MISC	Box Assorted ¼" Dies For Training		0.00
1	MISC	Box Assorted Sample Foil For Training		0.00
1	MISC	Box Assorted Sample Foils For Foil Fusing		0.00
				\$139,450.07
1	Crating Charge			500.00
	Shipping (To be determined)			

Sincerely,
 Edwin E. "Ted" Van Pelt

#10.



THERM-O-TYPE Corp.
800-237-9630
941-488-0123 Ext: 247
941-485-6311 Fax
nanette@thermotype.com

www.thermotype.com

[YouTube channel](#) [Google+](#)

THERM-O-TYPE digital finishing products include NSF Elite/Excel die cutting/foil stamping/embossing presses, Zip cutter/slitter/creaser/finisher models, right angle slitters, traditional business card slitters, and foil fusing equipment.

I am using the Free version of [SPAMfighter](#).
SPAMfighter has removed 504 of my spam emails to date.

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[Español](#)

Foil Stamping

[HSFF Q&A / Terms](#)
[NSF Series Foil Presses](#)
[NSF A3+ with Feeder](#)

Cutter/Slitters

[Zip Series Cutter/Slitters](#)

Right Angle Slitter

New! [RAS-mc/+](#)

Foil Fusing

[Foil-Tech Models](#)
[Freedom Foil Process](#)
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[Gutter-Cut Slitters](#)

Thermography

[Handfed Models](#)

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[Follow us on Twitter](#)

[Watch us on YouTube](#)

800-237-9630

941-488-0123

Hours: 8-5 M-F EST

NSF Excel Hot Foil Stamping Press

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Hot Foil Stamping Equipment and Presses - THERM-O-TYPE NSF Excel capabilities include flat foil stamping, blind and foil embossing, die cutting, kiss cutting, perforating, scoring, imprinting, numbering and HSFF (high speed foil fusing).

Typical NSF Excel applications include greeting cards, business cards, stationery, invitations and announcements, commercial letterpress work as well as die cutting and enhancing digital output.

Using the NSF Excel, customers can efficiently produce work at speeds up to 5,000 sheets per hour.

The NSF Excel can run a 18.5" by 20" maximum sheet size with a 12" by 17.625" impression area.

The NSF Excel is designed around a Windows based computer core with a full color display and touch screen interface.

Paper registration, foil draw length, counter functions, jam detect/interrupt, double feed detect, speed and impression pressure functions are controlled and/or displayed through the computer/touch screen.

Sensors monitor paper movement through the press. If a jam condition occurs, the machine will automatically drop off impression and stop. Jam condition information will then appear on the control display.

The headstop paper sensor also confirms each sheet is ready to advance into the impression area. If a skip feed condition occurs, the NSF Excel will automatically drop off impression. When the next sheet is detected at the headstop, the machine will automatically return to the "On" impression position. The NSF Excel will not stop if a skip sheet error occurs.

One feature that has proven popular with operators is the TDC and BDC (top dead center and bottom dead center) touch screen controls. TDC represents the most closed position of the imprint mechanism. BDC represents the most open position of the imprint mechanism. Using the TDC and BDC controls, operators can quickly and accurately set the initial impression pressure at the start of each job. This helps to eliminate the potential for smashing dies due to improper impression adjustment during set-up.

Customers can batch count on the NSF Excel. To use this feature, the operator sets a batch quantity and a number of skip feed cycles in the touch screen control. Once programmed, the NSF Excel will run the desired batch quantity then skip feed the selected number of cycles to create a gap between batches on the delivery conveyor.

The standard NSF Excel foil system includes dual foil support shafts, dual programmable foil draws, and four foil rewind shafts. Multiple foil draw lengths can be programmed to minimize foil waste. Up to 7.2" diameter foil rolls can be used and foil draw length can be adjusted while the machine is running.

The NSF Excel features a computer controlled pneumatic centralized lubrication system. Lubrication cycles are activated as required using speed, impression pressure and run/idle time information collected and processed by the computer.

The NSF Excel incorporates several important mechanical and electrical safety features. A dedicated 24-volt safety circuit with emergency stops switches; fail-to-safe relay and reset button have been installed. All controls and switches mounted to the control panel operate at 24-volts or less.

The NSF Excel feeder can hold a 32" high pile of stock. This feeder can be pre-loaded while the press is running to minimized down time. The combination of high capacity feeder and pre-loading significantly increases productivity, while reducing operator workload.

#10.

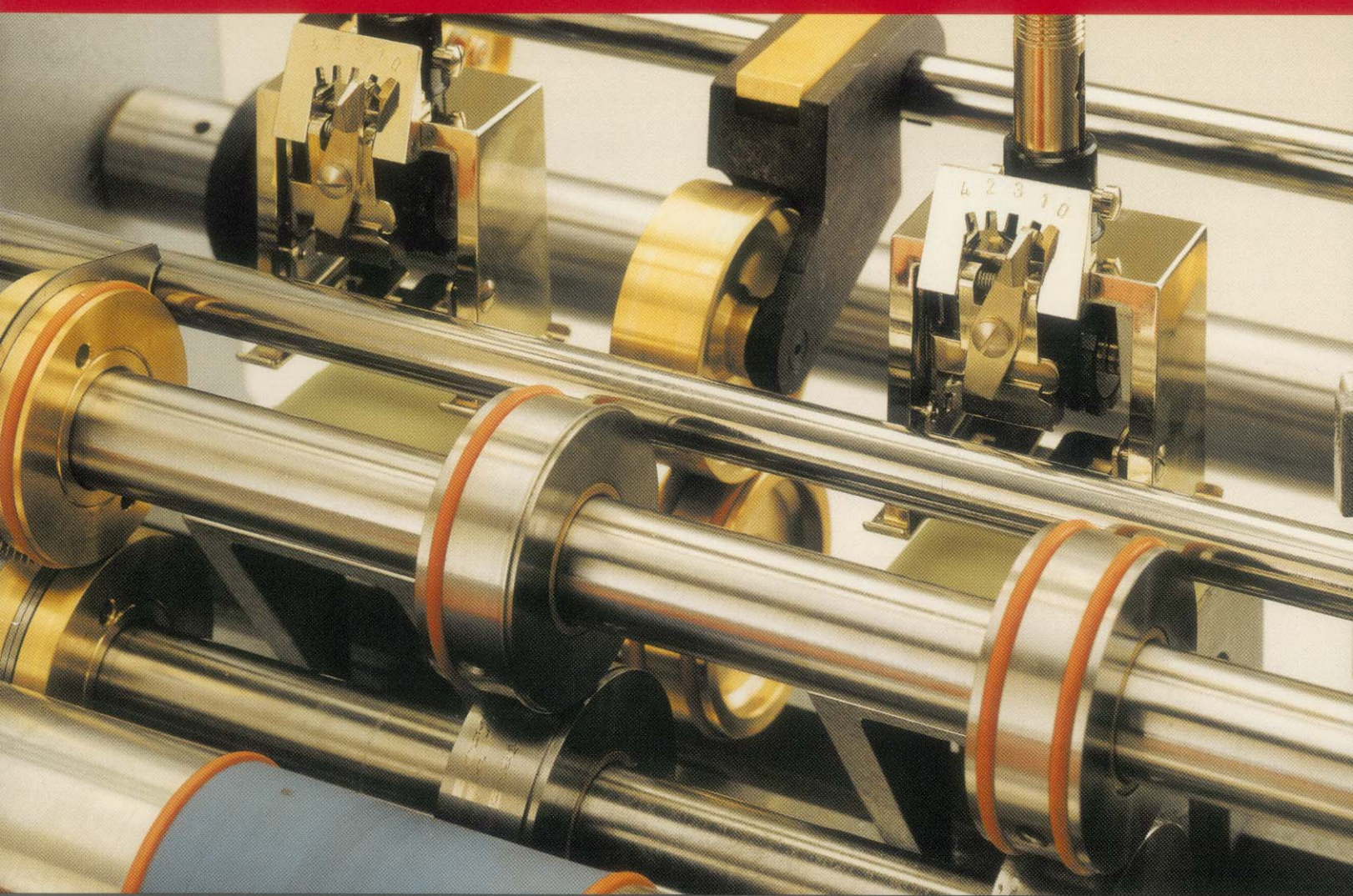
The NSF Excel is the culmination of over 25 years of collaborative work between major producers of foil stamped, embossed and die-cut products and THERM-O-TYPE Corporation.

Exceptional fast set up, high productivity, accuracy and high quality output make the NSF Excel Foil Stamping Presses are the most profitable machine purchases you can make for your business.

For more information on Hot Foil Stamping Equipment call 1-800-236-9630. Outside the United State call 1-941-488-0123.

We made over 20,000 tough decisions
engineering our numbering machines.

Now your decision is easy.



Rollem

NUMBERING MACHINES



Over 10,000 print shops like yours found the easiest decision is also the most profitable.

You'll be rewarded for making this investment from the very start. Shops like yours decided to own a Rollem numbering machine and as a result, they're putting substantial amounts of money in their pockets.

Rollem saves you money while it improves customer relations.

Sending jobs out to vendors can be hazardous. Late or imperfect work can jeopardize important client relations. By doing projects in-house with a Rollem numbering machine, you produce high quality printing delivered on time, every time. That in turn means greater customer satisfaction and more repeat business.

Rollem does more than just number.

Our numbering machines also slit, perforate, and score simultaneously. Other machines offer some of these functions as attachments but at Rollem, the same superior technology found in dedicated machines that score, perforate and slit is used in all our numbering equipment. Total capability and control gives you a higher return on your investment. In fact, it takes only a few jobs each month to reach your payback point.

Tough engineering makes it easy.

All of our machines are easy to operate. Maintenance is simple and designed to be minimal. In addition, all operations can be performed by entry-level personnel. Manufacturers for seventy-five years, Rollem still hand assembles each machine using the finest materials

like high-grade Sheffield steel and dedicated components specifically developed for their tasks. And all Rollem fitters are true craftsmen, graduates of a rigorous eight-year apprenticeship program. Old-fashioned craftsmanship hasn't slowed down our technology. Rollem offers you the fastest and most accurate numbering machine on the world market today.

CPS programmable job storage, automatic batch counting, multiple numbering and security gives Rollem the edge.

With superior technology that works for you, Rollem's innovative new CPS feature practically runs itself. Unique functions include storage and retrieval of job set-ups, multiple numbering capabilities of up to 40 cycles per sheet,

security controls and batch counting. The CPS offers the most economical method for processing ticket books, receipts and much more.

Easy set-up with the CPS Feature.

With the touch of a finger, multiple numbering a single sheet is activated via the computerized panel which prompts the unskilled operator with step-by-step commands. You'll save time and money.

The value of a Rollem numbering machine is recognized.

Rollem numbering machines installed more than 30 years ago run as smoothly as they did on their first day.

Make the easy decision today.

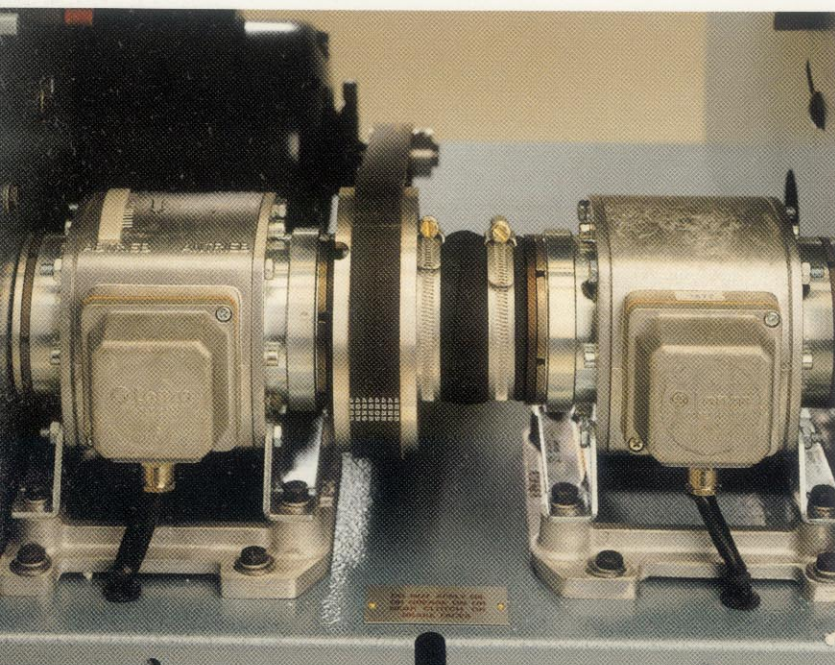
Bottom line, Rollem's numbering machines are the fastest, most accurate numbering equipment you can buy. Owning one will enhance your business capabilities and your pocketbook. The only decision left to consider is why would you settle for less?

- Numbering heads easily adjusted and rotate 360°.
- Optional alpha-numeric wheels satisfy all your customer's demands.
- Initiate consecutive and repeat numbers by simple push-button control.
- CPS (Computerized Program System) on all models
- Wheels engraved in hardened steel.

- The optional Turbo Airfeed System: Rollem's patented bottom of the vacuum feeder. This exclusive gently and flawlessly handles the sensitive coated stocks without nicks. Our register side guide perfectly aligns sheets with 100% registration from the first to the last.
- Exclusive open-ended feeding technology on all models for the ultimate in business form production. With it, you can feed multiple part sets from any side, glued or unglued.
- Rollem backs your decision with coast to coast technical assistance and parts availability.
- Visit our website at www.rollemusa.com or call us directly at 1-800-272-4381.

Rollem numbering machines are fully equipped to...

- Number up to 12,000 sheets per hour, or 48,000 sheets based on a four-up format.
- Score, perforate, and slit up to 24,000 sheets per hour.
- CPS (Computerized Program System) standard on all Auto-4 models.
- Register your work perfectly even at these amazing speeds. No one can beat that. No one.



The key to unsurpassed speeds and total registration is the electromagnetic dual Brake System. Dual components alternate in perfect sync to register the sheet while the fluid stroke motion of the numbering head is initiated. The added payoff of this engineering advancement is not costly replacement bills or downtime.

ELECTROMAGNETIC DUAL BRAKE SYSTEM FEATURES...

- .003 SECOND REACTION TIME
- .002 SECOND DISSIPATION TIME
- LOW FAILURE RATE - .003%

SEALED BEARING MOTOR FEATURES...

- 1720 R.P.M.
- 1/3 HORSE POWER
- D.C. DRIVE AVAILABLE

SUPERIOR LONG LASTING FEATURES INCLUDE...

- 1" THICK GEARS.
- 1-1/2" THICK BEARINGS
- BAKED ENAMEL SHAFTS
- SHEFFIELD STEEL SHAFTS

- CHOOSE FROM FIVE TYPES OF SCORING DIES AND 30 TYPES OF PERFORATING BLADES INCLUDING OUR NEW MICRO-PERFING BLADES AND DIGITAL SCORING DIES.



■ The Auto-4 CPS 18"

This portable unit rolls on casters for easy positioning. It's an ideal model for smaller, growing print shops. The Auto-4 CPS 18" multi-numbering system performs simultaneous perforating, scoring and slitting. With a sheet size of 18x23", this model is ideal for scoring the fold of an 11x17" sheet. The CPS feature is ideal for restaurant checks, tickets or receipts.

Standard: 1 numbering head; 1 perforating head; 1 scoring head. Additional scoring, slitting, perforating and numbering heads (up to 4) are available. Sheet sizes from 4x4" to 18x23" and stock from 9-lb. onionskin to 40 pt board. Excellent performance on up to 10-part NCR sets. Floor Size: 36x53". Electrical requirements: 110 Volts, 1-Phase AC.



■ The Auto-4 CPS 24"

Designed for printers handling larger sheet sizes, this model offers multi-numbering, perforating, scoring and slitting for sheet sizes up to 24x23". This increased capacity gives you a broader range of uses including processing of multiple up images for increased production.

Standard: 1 numbering head; 1 perforating head; 1 scoring head. Additional scoring, slitting, perforating and numbering heads (up to 4) are available. Sheet sizes from 4x4" to 24x23" and stock from 9-lb. onionskin to 40 pt board. Excellent performance on up to 10-part NCR sets. Floor Size: 42x53". Electrical requirements: 110 Volts, 1-Phase AC.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Clerk

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO PURCHASE A CERTIFIED HEIDELBERG 10X15 PRINTING PRESS FROM AND ISSUE A PURCHASE ORDER TO APEX BUSINESS MACHINE SUPPLIES IN THE AMOUNT OF \$93,800.00

Vernell McDaniel
DEPARTMENT MANAGER’S SIGNATURE

7/22/2015 3:29:41 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

8/13/2015 5:40:30 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

7/23/2015 11:56:23 AM
DATE

Johnny Ford
CITY MANAGER

7/22/2015 6:35:02 PM
DATE

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

September 1, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE ALL MATTERS RELATING TO THE STATE OF CALIFORNIA ACTIVE TRANSPORTATION PROGRAM CYCLE I GRANT PROJECT AND REQUEST FOR PAYMENT NECESSARY TO SECURE GRANT FUNDS THERETO WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

SUMMARY

Adoption of this resolution authorizes the City Manager to execute all matters relating to the State of California Active Transportation Program Cycle I Grant Project, including Program Supplements, Master Agreements and Right-of-Way Certifications; grant documents, including but not limited to applications, agreements, amendments, and request for payment necessary to secure grant funds thereto with the California Department of Transportation.

BACKGROUND

The State's new Active Transportation Program ("ATP") was established by the passage of Senate Bill 99 and Assembly Bill 101 in 2013. The program provides funding for projects that encourage the increased use of active transportation modes including bicycling and walking.

Projects funded through ATP must meet at least one of the following program goals:

- Increase the percentage of trips accomplished by walking or bicycling
- Increase the safety and mobility of non-motorized users
- Advance the active transportation efforts of regional agencies to achieve Green House Gas reduction goals
- Improve public health including reduction of childhood obesity through the use of projects that are eligible for, but are not limited to Safe Routes to School funding
- Ensure that disadvantaged communities share in the program benefits
- Provide a wide spectrum of projects that benefit many types of active transportation users

The Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements Project is a pedestrian and bicycle safety improvement project aimed to improve pedestrian and bicycle safety for the communities adjacent to the Wilmington Avenue transportation corridor by developing safer pedestrian crossings and intersections, as well as installing bicycle lanes to improve bicycle visibility and safety, thereby reducing collisions. The proposed pedestrian and bicycle safety improvements include the following:

- **El Segundo Boulevard at Wilmington Avenue** – Installation of wider and colored crosswalks, high visibility crosswalk striping, countdown pedestrian signals and enhanced pedestrian lighting
- **131st Street at Wilmington Avenue** – Installation of wider crosswalks, high visibility crosswalk striping, countdown pedestrian signals and enhanced pedestrian lighting
- **133rd Street at Wilmington Avenue** – Installation of wider sidewalks, pedestrian actuated traffic warning system, Rectangular Rapid Fire Beacon LED warning light and sign, and embedded LED flashing beacons
- **Wilmington Avenue between 137th and 139th Streets** – Installation of sidewalks along the westerly side of Wilmington Avenue
- **Stockwell Street at Wilmington Avenue** – Installation of wider crosswalks, high visibility crosswalk striping, countdown pedestrian signals and enhanced pedestrian lighting
- **139th Street at Wilmington Avenue** – Installation of wider crosswalks, high visibility crosswalk striping, countdown pedestrian signals and enhanced pedestrian lighting
- **Wilmington Avenue between El Segundo Boulevard and Rosecrans Avenue** – Installation of Class II bike lanes with advisory signage and installation of four (4) solar powered speed feedback signs for speed control and attainment
- **Rosecrans Avenue between Wilmington Avenue and the Compton Creek** – Installation of Class II bike lanes with way-finding signage to connect the Wilmington Avenue Class II bike lanes and El Segundo Boulevard.

The need for this project came from concerned citizens and officials from the community and the Compton Unified School District regarding safe crossing of students at various intersections and improvements to access the Compton Creek Bike Path and bike safety along Wilmington Avenue. Students from Willowbrook and Davis Middle Schools, Harriet Tubman High School, Cesar Chavez Continuation School and Washington Elementary School directly access the Wilmington Avenue corridor and a majority of the students walk or bike along this route.

STATEMENT OF ISSUE

In September 2014, the staff received an official notice that the City of Compton was awarded an ATP grant for its submittal of the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project and on July 20, 2015, the City received notification from the State of California Department of Transportation to provide an authorizing resolution that clearly identifies the project and the City officer authorized to execute various agreements.

In order to provide an authorizing resolution that clearly identifies the project and the City officer authorized to execute various agreements, City Council approval is necessary.

ALTERNATIVE

There is no other alternative. This is required by the State of California Department of Transportation.

FISCAL IMPACT

None.

RECOMMENDATION

Staff recommends the City Council adopt the attached resolution

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

APPROVED FOR FORWARDING

**JOHNNY FORD
CITY MANAGER**

JF:GK:JS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE ALL MATTERS RELATING TO THE STATE OF CALIFORNIA ACTIVE TRANSPORTATION PROGRAM CYCLE I GRANT PROJECT AND REQUEST FOR PAYMENT NECESSARY TO SECURE GRANT FUNDS THERE TO WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

WHEREAS, the State's new Active Transportation Program ("ATP") was established by the passage of Senate Bill 99 and Assembly Bill 101 in 2013; and

WHEREAS, the program provides funding for projects that encourage the increased use of active transportation modes including bicycling and walking; and

WHEREAS, the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements Project is a pedestrian and bicycle safety improvement project aimed to improve pedestrian and bicycle safety for the communities adjacent to the Wilmington Avenue transportation corridor by developing safer pedestrian crossings and intersections, as well as installing bicycle lanes to improve bicycle visibility and safety, thereby reducing collisions; and

WHEREAS, the proposed pedestrian and bicycle safety improvements include the following:

- **El Segundo Boulevard at Wilmington Avenue** – Installation of wider and colored crosswalks, high visibility crosswalk striping, countdown pedestrian signals and enhanced pedestrian lighting
- **131st Street at Wilmington Avenue** – Installation of wider crosswalks, high visibility crosswalk striping, countdown pedestrian signals and enhanced pedestrian lighting
- **133rd Street at Wilmington Avenue** – Installation of wider sidewalks, pedestrian actuated traffic warning system, Rectangular Rapid Fire Beacon LED warning light and sign, and embedded LED flashing beacons
- **Wilmington Avenue between 137th and 139th Streets** – Installation of sidewalks along the westerly side of Wilmington Avenue
- **Stockwell Street at Wilmington Avenue** – Installation of wider crosswalks, high visibility crosswalk striping, countdown pedestrian signals and enhanced pedestrian lighting
- **139th Street at Wilmington Avenue** – Installation of wider crosswalks, high visibility crosswalk striping, countdown pedestrian signals and enhanced pedestrian lighting
- **Wilmington Avenue between El Segundo Boulevard and Rosecrans Avenue** – Installation of Class II bike lanes with advisory signage and installation of four (4) solar powered speed feedback signs for speed control and attainment
- **Rosecrans Avenue between Wilmington Avenue and the Compton Creek** – Installation of Class II bike lanes with way-finding signage to connect the Wilmington Avenue Class II bike lanes and El Segundo Boulevard.

WHEREAS, in September 2014, staff received an official notice that the City of Compton was awarded an ATP grant for its submittal of the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvement Project and on July 20, 2015, the City received notification from the State of California Department of Transportation to provide an authorizing resolution that clearly identifies the project and the City officer authorized to execute various agreements; and

WHEREAS, the various agreements include the Program Supplemental Agreements, Master Agreements and Right-of-Way Certifications, Grant documents, including but not limited to, applications, agreements, amendments, and request for payment necessary to secure grant funds and implement the approved grant project thereto with the California Department of Transportation before such funds could be claimed; and

WHEREAS, the City wishes to delegate authorization to execute these agreements and any amendments thereto to the City Manager.

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to execute all necessary Program Supplemental Agreements, Master Agreements and Right-of-Way Certifications, Grant documents, including but not limited to, applications, agreements, amendments, and request for payment necessary to secure grant funds and implement the approved grant project thereto with the California Department of Transportation for the Wilmington Avenue Safe Streets Pedestrian/Bicycle Improvements Project.

SECTION 2. That a certified copy of this Resolution be filed in the offices of the City Manager, City Attorney, Public Works/Municipal Utilities, City Controller and City Clerk.

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

ADOPTED this ____ day of _____, 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, 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-
ABSTAIN: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE ALL MATTERS RELATING TO THE STATE OF CALIFORNIA ACTIVE TRANSPORATION PROGRAM CYCLE I GRANT PROJECT AND REQUEST FOR PAYMENT NECESSARY TO SECURE GRANT FUNDS THERETO WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

8/18/2015 7:10:12 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

8/23/2015 10:17:57 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

8/20/2015 11:28:56 AM
DATE

Johnny Ford
CITY MANAGER

8/19/2015 3:57:56 PM
DATE

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

September 1, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,145 AND APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN REVISING THE CLASSIFICATION SPECIFICATIONS FOR HUMAN RESOURCES SPECIALIST, HUMAN RESOURCES ANALYST AND DIRECTOR OF COMMUNITY DEVELOPMENT**

SUMMARY

The City Council will consider a resolution amending the Position Classification Plan, adoption of which will revise the classification specifications for Human Resources Specialist, Human Resources Analyst and Director of Community Development and rescinding Resolution No. 24,145.

BACKGROUND

The City Manager authorized a review of the City's current Position Classification Plan for the positions of Human Resources Specialist, Human Resources Analyst and Director of Community Development.

On May 21, 2014, the City and representatives of Compton Management Employees Association/AFSCME Local 2325, met, conferred and agreed regarding the proposal to revise the classification specifications of Human Resources Specialist, Human Resources Analyst and Director of Community Development.

Pursuant to the Compton City Charter, Sections 1010 and 1103, on June 19, 2014 and August 21, 2014, the Personnel Board conducted a duly noticed public hearing on the City's request to amend the Position Classification Plan. Following the close of the public hearings, the Personnel Board did vote to recommend to the City Council adoption of the proposed amendment to the Position Classification Plan revising the classification specifications for the positions of Human Resources Specialist, Human Resources Analyst and Director of Community Development.

STATEMENT OF ISSUE

After review of the aforementioned position classifications, the City Manager has determined that in order to serve the City's best needs, these positions should be revised as follows:

#12.

Staff Report – Resolution Amending Position Classification Plan
Revise Positions of HR Specialist, HR Analyst, Director Community Development
September 1, 2015, page 2

- Human Resources Specialist: The primary revision to the specifications is the addition of related experience which may be substituted for education on a year for year basis.
- Human Resources Analyst: The primary revisions are to appropriately allocate duties and more accurately reflect the tasks performed in this classification. Minimum experience has also been expanded to include experience in two (2) or more of the following fields: recruitment and selection, classification and compensation, labor relations or benefits administration.
- Director of Community Development: The primary revisions increase the range of minimum experience from five (5) years to five (5) to ten (10) years in core areas and an additional five (5) years of supervisory/managerial experience.

Subsequent to adoption of Resolution No. 24,145 on May 19, 2015, it was discovered that the minimum qualifications in the Human Resources Analyst classification specifications, attached to Resolution No. 24,145 did not reflect the changes approved by the Personnel Board. The Board approved and recommended revision of the Minimum Qualifications (Educations and Experience section) requirement by adding “benefits administration” for the position.

FINANCIAL IMPACT

Adoption of this resolution will not have a financial impact on the City’s 2014-2015 Fiscal Year budget in that these positions and salaries are already allocated in this year’s budget.

ALTERNATIVE

None presented. Through inadvertence the classification specifications for Human Resources Analyst, adopted pursuant to Resolution No. 24,145, was not the correct specification recommended by the Personnel Board, thus, Resolution No. 24,145 needs to be rescinded and the attached resolution (including revised classification specifications for all three positions) adopted.

RECOMMENDATION

It is recommended that the attached Resolution be adopted by the City Council.

JOHNNY FORD
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,145 AND APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN REVISING THE CLASSIFICATION SPECIFICATIONS FOR HUMAN RESOURCES SPECIALIST, HUMAN RESOURCES ANALYST AND DIRECTOR OF COMMUNITY DEVELOPMENT

WHEREAS, the City Manager authorized a review of the City's current Position Classification Plan for the positions of Human Resources Specialist, Human Resources Analyst and Director of Community Development; and

WHEREAS, after review of the aforementioned position classifications, the City Manager has determined that in order to serve the City's best needs, these positions should be revised; and

WHEREAS, on May 21, 2014, the City and representatives of Compton Management Employees Association/AFSCME Local 2325, met, conferred and agreed regarding the proposal to revise the classification specifications of Human Resources Specialist, Human Resources Analyst and Director of Community Development; and

WHEREAS, pursuant to the Compton City Charter, Sections 1010 and 1103, on June 19, 2014 and August 21, 2014, the Personnel Board conducted a duly noticed public hearing on the City's request to amend the Position Classification Plan; and

WHEREAS, following the close of the public hearings, the Personnel Board did vote to recommend to the City Council adoption of the proposed amendment to the Position Classification Plan revising the classification specifications for the positions of Human Resources Specialist, Human Resources Analyst and Director of Community Development; and

WHEREAS, on May 19, 2015, the City Council adopted Resolution No. 24,145, which approved amendments to the Position Classification Plan by adopting revised specifications for the positions of Human Resources Specialist, Human Resources Analyst and Director of Community Development; and

WHEREAS, subsequent to adoption of Resolution No. 24,145, it was discovered that the minimum qualifications in the Human Resources Analyst classification specifications, attached to Resolution No. 24,145 did not correctly reflect the changes approved by the Personnel Board; and

WHEREAS, adoption of this resolution will not have a financial impact on the City's 2015-2016 Fiscal Year budget in that these positions and salaries are already allocated in this year's budget.

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

Section 1. That Resolution No. 24,145, adopted by the City Council on May 19, 2015, is hereby rescinded.

Section 2. That the revised classification specifications for Human Resources Specialist is hereby approved and added to the Position Classification Plan of the City of Compton.

Section 3. That the revised classification specifications for Human Resources Analyst is hereby approved and added to the Position Classification Plan of the City of Compton.

Section 4. That the revised classification specifications for Director of Community Development is hereby approved and added to the Position Classification Plan of the City of Compton.

Section 5. That the existing classification specifications for Human Resources Specialist, Human Resources Analyst and Director of Community Development are hereby abolished.

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

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

ADOPTED this ____ day of _____, 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, 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-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON



City of Compton		
HUMAN RESOURCES SPECIALIST		
Department: Human Resources	Class Code:	1507
Revised Date: June 2014	FLSA Status:	Non-Exempt
Personnel Board Approved: 08/21/2014	Bargaining Unit: Miscellaneous and Confidential	
Council Approved: 5/19/2015 Resolution No. 24,145		

GENERAL PURPOSE: Under general supervision, performs confidential paraprofessional to professional human resources work including—but not limited to—recruitment and selection, classification and compensation, benefits administration and special projects.

SUPERVISION RECEIVED/EXERCISED: Under general supervision of the Human Resources Analyst.

DISTINGUISHING CHARACTERISTICS: Incumbents in this classification will be expected to effectively perform varied technical tasks which are necessary to carry out the City's human resources management program. Typical assignments may occasionally involve field work for the collection of data, administration of examinations, or coordination of special presentations, training and other group activities.

PRIMARY DUTIES AND RESPONSIBILITIES:

The following essential functions are those that are critical, integral, necessary, crucial, primary and fundamental to the job. Incumbents who possess the requisite skill, experience, education, and other job-related requirements of a position are expected to perform the essential functions of the job with or without a reasonable accommodation.

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Performs routine duties required to carry out the City's personnel selection process, including preparation of recruitment bulletins and advertising; screen job applications, schedule, conduct and score examinations; notification to applicants; conducting background investigations; reviewing proposed personnel actions; prepare correspondence and reports.
- Assists with the preparation of class specifications; assists with conducting classification, compensation and benefits surveys.
- May administer a variety of benefits programs offered by the City, including medical, dental, vision, life insurance and other programs. Verifies and inputs data directly into various systems; processes enrollments for all insurance programs; monitors and verifies dependent eligibility for benefits; processes COBRA enrollments; monitors retirees activity and benefits enrollments coordinating with PERS, Social Security, Medicare and COBRA.
- Interprets and explains the provisions of memoranda of agreements, the City Charter, the Municipal Code, Personnel Rules and Regulations, and administrative policies and procedures; collects and analyzes data concerning policies, procedures, rules or regulations and prepares reports of recommendations.
- Performs research related to confidential human resources issues.
- Maintains employee data using the HRIS.
- Prepares or edits various publications, documents, correspondence and reports.
- Assists in conducting classification study projects.
- Conducts or assists in the planning and coordination of employee training, development, special services, new employee's orientation and processing, fringe benefits programs, and other presentation or group activities.

PRIMARY DUTIES AND RESPONSIBILITIES (Continued):

- May act as staff support to Labor Relations Analyst or Human Resources Analyst.
- Perform other related duties as required.

MINIMUM QUALIFICATIONS:

Education and Experience:

- **Education:** A Bachelor's Degree from an accredited college or university with a major in personnel, public or business administration or a related field; AND three (3) years of full-time paid sub-professional to professional work experience in public agency human resources or personnel department. Related experience may substitute education on a year for year basis.

Required Licenses or Certifications:

- Must possess a valid California Class C Driver's License.

Required Knowledge of:

- Human resources practices, procedures and applicable federal and state laws and regulations affecting the public sector.
- Basic principles of public personnel administration.
- Modern and effective methods of data collection, analysis and presentation.
- Modern and effective methods of administrative work planning, scheduling and coordination; principles of report-writing and recordkeeping.
- Recruitment, selection and testing techniques.
- Recordkeeping principles and procedures.
- Research and analytical methodologies.
- Human resource information systems.

Required Skill in:

- Analyze and interpret the provisions of policies, rules and laws affecting public personnel administration.
- Prepare clear, concise reports and correspondence.
- Plan, coordinate and schedule the delivery of information and services to employees and the public.
- Make effective oral presentations.
- Analyze and interpret administrative and technical problems and to report sound conclusions and recommendations.
- Perform mathematical calculations with speed and accuracy.
- Communicate effectively, orally and in writing.
- Set up and maintain computerized office files and other documents.
- Demonstrate proper use of English and grammar in speech and in report writing.
- Maintain confidential information, records and reports.
- Establish and maintain cooperative relationships with all persons contacted during the course of work performance.
- Operate computers and related software.
- Meet physical and health status requirements for this classification and work category as outlined in the City's Medical Standards for Applicants and Employees.

Physical Demands / Work Environment:

- Work is performed indoors in an office setting which is primarily sedentary.
- Work requires frequent light lifting, carrying and on occasion driving.
- Moderate finger dexterity and near vision is required.
- May require vision (which may be corrected) to read small print.

- May require mobility of arms to reach and dexterity of hands to grasp and finger manipulation.
- May be are subject to environmental conditions.
- May be required to work at a computer terminal for prolonged periods.
- May perform lifting, pushing and/or pulling which does not exceed 25 pounds and is an infrequent aspect of the job.
- May be required to work evenings and/or weekends.



City of Compton CORRECTED REVISION

HUMAN RESOURCES ANALYST

Department: Human Resources	Class Code:	1505
Revised Date: June 2014	FLSA Status:	Non-Exempt
Personnel Board Approved: 6/19/2014	Bargaining Unit: AFSCME 2325	
Council Approved: 07/20/10 Resolution No. 23,161		

GENERAL PURPOSE:

Under general supervision, participates in the full range of human resources programs ensuring compliance with City and federal employment related guidelines, with primary responsibility for overseeing employee development programs and initiatives, conducts research, investigates employee or applicant complaints; and performs other related duties.

SUPERVISION RECEIVED/EXERCISED: Works under the general supervision of the Director of Human Resources; supervises assigned administrative support personnel.

DISTINGUISHING CHARACTERISTICS: This is the journey level in the Human Resources Analyst job series. This class may be distinguished from the lower (Specialist) level by the complexity and difficulty of work performed.

PRIMARY DUTIES AND RESPONSIBILITIES:

The following essential functions are those that are critical, integral, necessary, crucial, primary and fundamental to the job. Incumbents who possess the requisite skill, experience, education, and other job-related requirements of a position are expected to perform the essential functions of the job with or without a reasonable accommodation.

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- May Exercise lead and/or functional supervision over technical and clerical staff.
- Develops examinations; monitors recruitment and examination procedures for compliance with Federal, State and municipal regulations and City policies.
- Develops, compiles and evaluates job analysis information and examination validation data; develops, compiles and analyzes statistical data and surveys.
- Conducts and implements classification and organizational studies; research, analyze, audit, and participate in the maintenance of the City's classification plan; conduct job classification analyses; prepare or revise class specifications; develop classification recommendations and reports.
- May administer a variety of benefits programs offered by the City, including medical, dental, vision, life insurance and other programs. Verifies and inputs data directly into various systems; processes enrollments for all insurance programs; monitors and verifies dependent eligibility for benefits; processes COBRA enrollments; monitors retirees activity and benefits enrollments coordinating with PERS, Social Security, Medicare and COBRA.
- Analyze, audit, and make recommendations for compensation administration; develop, analyze, and respond to salary and benefit surveys including establishing classification comparables.
- Conducts routine personnel investigations, prepares summary reports and recommends disciplinary action.
- May participate or assist in negotiations with recognized bargaining units by serving as a member of the City's negotiating team; collecting and presenting data, conducting job audits, field inspections, and special investigations.

#12. City of Compton

Human Resources Analyst

- Researches and investigates a variety of complaints, grievances, and charges and prepares responses. May counsel employees concerning personnel problems and other areas of the City's personnel management program and services.

PRIMARY DUTIES AND RESPONSIBILITIES (Continued):

- Interprets and explains the provisions of memoranda of agreements, the City Charter, the Municipal Code, Personnel Rules and Regulations, and administrative policies and procedures; collects and analyzes data concerning policies, procedures, rules or regulations and prepares reports of recommendations.
- Develops and maintains employee data using the HRIS.
- Prepares reports, Council agenda items and correspondence.
- Develops recommends, and implements new policies, rules and/or procedures; prepares publications and procedure manuals.
- May develop, conduct and coordinate employee development and training.
- Assists with preparation of City Council and Personnel Board agenda items and ensures that all documents (resolutions, ordinances, contracts and correspondence) are timely and complete.
- Develops and prepares personnel actions forms in accordance with policies and procedures.
- Assists with the administration of regulations and contract administration pertaining to special legislation or programs such as FMLA and SCAQMD Rule 2202 Trip Reduction Plan.
- Interprets civil service regulations, union contracts, federal guidelines and regulations, and human resources policies and procedures.
- Creates, maintains, and updates employment databases and files according to area of assignment.
- Assists in the preparation and monitoring of the departmental budget.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of human resource management.
- Performs related duties and responsibilities as assigned.

MINIMUM QUALIFICATIONS:

Education and Experience:

Possession of a Bachelor's degree from an accredited college or university with major course work in Human Resource Management, Public Administration, Business Administration, **Benefits Administration** or a related field; AND three (3) years of human resources management experience in employee development programs; or an equivalent combination of education and experience with experience in two or more of the following fields: recruitment and selection; classification and compensation; labor relations; or benefits administration is required. Previous municipal experience is highly desirable.

Required Licenses or Certifications:

- Must possess a valid California Class C Driver's License.

Required Knowledge of:

- City Code, City Ordinances, Standard Operating Manual, personnel policies and procedures, and Memoranda of Understanding provisions.
- Principles and practices relating to position classification and pay.
- Screening and selection practices and test construction techniques.
- Methodology for determining the reliability and validity of applications, tests and interviewing techniques.
- Training and supervision principles.
- General record keeping.

- Federal, State and local labor laws.
- Research, statistical and analytical methods.
- Principles and practices of public agency labor relations including negotiating, structuring language and handling grievances.
- Effective methods of report presentation.
- Processes for developing and administering budgets.
- Record keeping and file maintenance methods, practices and procedures.
- Modern office practices and procedures, including business correspondence, record-keeping systems, and office equipment.

Required Skill in:

- Devising appropriate and effective examination processes including but not limited to written, oral and performance examinations.
- Making sound classification and salary analyses and recommendations.
- Preparing concise and meaningful class specifications.
- Interpreting and applying personnel laws, rules, regulations, standard procedures; explaining procedures, adjudicating complaints, and interpreting memoranda of understanding and City rules and regulations.
- Exercising diplomacy, tact, and good judgment consistently; maintaining confidentiality.
- Meeting and communicating with the public in situations requiring tact and poise.
- Operating a personal computer utilizing standard and specialized software.
- Communicating effectively in both verbal and written form.
- Identifying problem areas, collecting and analyzing data, drawing valid conclusions from available information, and projecting consequences of decisions and recommendations.
- Operate computer and other office equipment.
- Establishing and maintaining effective working relationships with staff, City departments, elected officials, outside agencies, union officials, and the general public.

Physical Demands / Work Environment:

- Work is primarily performed indoors in a standard office environment.
- Work requires frequent light lifting, sorting, filing and typing.
- Moderate finger dexterity and near vision is required.
- May be exposed to minor amounts of dust and occasional sounds of office equipment running.



City of Compton		
DIRECTOR OF COMMUNITY DEVELOPMENT		
Department: Community Development	Class Code:	2014
Revised Date: 06/19/2014	FLSA Status:	Exempt
Personnel Board Approved: 06/19/2014	Bargaining Unit: AFSCME 2325	
Council Approved:		

GENERAL PURPOSE: Under executive direction, the Director of Community Development serves as the principal administrator of the Department of Community Development; plans, organizes, directs and evaluates the work of personnel engaged in the planning, economic development, redevelopment, housing development and grants administration; to negotiate with developers, property owners, engineers, architects, and contractors to meet the community development goals and objectives; and to perform other related work as required.

SUPERVISION RECEIVED/EXERCISED: An incumbent of this class is a department head under the administrative direction of the City Manager, with responsibility for policy development, program planning, fiscal management, administration, and operational direction of the City's Community Development Department. The incumbent is responsible for accomplishing department objectives and goals within guidelines established by the City Manager and City Council, and exercises supervision over subordinate managerial, supervisory, professional, technical, labor and trades and clerical support personnel.

PRIMARY DUTIES AND RESPONSIBILITIES:

The following essential functions are those that are critical, integral, necessary, crucial, primary and fundamental to the job. Incumbents who possess the requisite skill, experience, education, and other job-related requirements of a position are expected to perform the essential functions of the job with or without a reasonable accommodation.

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Plans, organizes, manages, leads, and directs the overall operations of the Department of Community Development, including economic development, redevelopment, planning and housing development.
- Meet with division managers and other key department staff to share information and discuss issues regarding projects, policies and programs, and to determine priorities and resource management issues, on a regular basis.
- Plans, directs and reviews professional planning work in the research, analysis and design of a comprehensive general plan for the physical development of the City.
- Directs professional staff in the review, analysis, and assessment of development proposals pursuant to processing applications for zoning permits (i.e. zone changes, conditional use permits, variances, waivers etc.).
- Provides management of Federal, State and local housing programs, including oversight of grants funded programs.
- Directs the research, analysis and design of the transportation plan and traffic engineering projects to ensure consistency with the general plan for the physical development of the City.
- Directs and implements planning, zoning, and community development goals, objectives, policies and priorities.
- Directs the negotiation and management of consultant contracts for the preparation of environmental impact reports, special planning studies, and implementation of grant functions.
- Administers the City's General Plan and zoning ordinances; interprets zoning and related ordinances.
- Confers with property owners, public officials and civic leaders concerning zoning and other special planning problems.

#12. City of Compton

Director of Community Development

PRIMARY DUTIES AND RESPONSIBILITIES (Continued):

- Administers, directs, and recommends the Department budget; analyzes fiscal data to identify and project resource needs; obtains needed resources; monitors and approves budget expenditures.
- Reviews legislation and assures compliance with laws, regulations, statutes, and codes that impact Department operations.
- Selects, assigns, trains, directs, and evaluates subordinate staff, including subordinate managers, supervisors, professionals, and others; discusses, negotiates, and resolves personnel issues/conflicts with staff, unions, and labor relations.
- Provides consultation and oversight to citywide strategic planning efforts and participates in planning/design teams to develop direction, recommendations, and strategies for Executive Team development and citywide improvement initiatives; participates in Executive Team meetings.
- Negotiates, arbitrates, and resolves program, project, and policy issues/conflicts with City Council, City Manager, other departments, and community/business stakeholders.
- Represents the Department to other City departments, elected officials and state or federal environmental protection agencies; explains and interprets departmental programs, policies and activities; investigates and resolves sensitive, significant, and controversial issues.
- Coordinates department activities with those other departments, outside agencies and organizations; provides technical assistance as necessary.
- Composes, reviews, edits and approves all reports including requests for Council action and weekly or monthly reports of departmental activity.
- Attends various civic events as City representative; participates on a variety of boards and commissions; attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of civil engineering and public works.
- Acts as Secretary to the Planning Commission.
- Performs related duties and responsibilities as assigned.

MINIMUM QUALIFICATIONS:

Education and Experience:

Equivalent to graduation from an accredited college or university with a Bachelor's Degree in planning, architecture, civil engineering, public administration, business administration, or a closely related field with five (5) to ten (10) years of progressively responsible experience as a professional urban planner, housing administrator, redevelopment administrator, grants management or building administrator, including at least five years (5) of supervisory/managerial experience. Additional qualifying experience may be substituted for up to two years of the required education, on a year-for-year basis. A Master's Degree in any of the above related fields is highly desirable.

Required Licenses or Certifications:

- Must possess a valid California Class C Driver's License.

Required Knowledge of:

- Principles, practices and techniques utilized in housing, redevelopment, planning and economic development.
- Principles and practices of municipal planning.
- Professional, technical, legal and financial problems involved in municipal planning programs.
- Methods and techniques for determining community, planning and development priorities.
- Land use planning and zoning concepts and regulations.
- Applicable local, State and Federal regulations and procedures concerning community development and housing, environmental practices and zoning issues related to municipal planning and transportation planning.
- Principles and practices of transportation planning, traffic engineering, transit planning, and transportation demand management.
- Principles and practices of civil engineering related to public works planning, development, design, construction, inspections and GIS.

- Project management methods and practices, including methods of preparing designs, plans, specifications, estimates, reports and recommendations.
- Management and supervisory principles and practices.
- Employee relations including the meet and confer process, grievance procedures and contract interpretation and administration.
- Budget preparation principles.
- Hazards and generally accepted safety standards.
- City ordinances and administrative rules, regulations and statutes affecting departmental operations and personnel matters.
- General City operations.

Required Skill in:

- Establishing and maintaining effective working relationships with staff, City departments, elected officials, regulatory agencies, contractors, community groups, local businesses, and the general public.
- Understanding and negotiating complex technical agreements with other agencies.
- Developing and administering budgets and monitoring expenditures.
- Supervising, leading, and delegating tasks and authority.
- Operating a personal computer utilizing standard and specialized software.
- Establishing and maintaining effective working relationships with co-workers and the public.
- Effective verbal and written communication.

Ability to:

- Plan, direct, and integrate broad, comprehensive planning projects.
- Review and interpret economic plans.
- Develop complex strategic plans and programs, and methods to evaluate programs.
- Develop and administer a departmental budget.
- Communicate effectively orally and in writing.
- Present proposals and recommendations clearly and logically in public meetings.
- Establish and maintain effective working relationships with the City Council, Planning Commission public officials, other department heads, staff, private and community organizations, and other encountered in the course of work.
- Read and understand technical reports, drawings, contracts, etc.
- Interpret and apply Memoranda of Understanding, City ordinances, and administrative rules and regulations affecting departmental operations and personnel matters.
- Understand the applicability of existing Federal and State laws and regulations and to keep abreast of current developments in legislation and trends.
- Utilize a computer and other office equipment.
- Understand and carry out oral and written directions.

Physical Demands / Work Environment:

- Work is primarily performed in a standard office environment.
- Work may be performed outdoors with time spent in moderate to high temperatures (above 90 degrees).
- Work requires light lifting, carrying, driving and on occasion climbing (up to 4 feet).
- Moderate finger dexterity and near vision is required.
- Work may involve exposure to wet surfaces, uneven terrain, hazardous chemicals, dangerous machinery, occasional loud noise and dust when performing field inspections.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Human Resources

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,145 AND APPROVE AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN REVISING THE CLASSIFICATION SPECIFICATIONS FOR HUMAN RESOURCES SPECIALIST, HUMAN RESOURCES ANALYST AND DIRECTOR OF COMMUNITY DEVELOPMENT

Kareemah Bradford
DEPARTMENT MANAGER’S SIGNATURE

7/23/2015 2:29:08 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

8/23/2015 10:21:08 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

8/20/2015 11:30:45 AM
DATE

Johnny Ford
CITY MANAGER

8/19/2015 5:31:04 PM
DATE

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

September 1, 2015

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ESTABLISHING SALARY RANGES AND FRINGE BENEFITS FOR
EMPLOYEES IN UNREPRESENTED CLASSIFICATIONS**

SUMMARY

The purpose of this resolution is to establish salary ranges and fringe benefits for employees in unrepresented classifications.

BACKGROUND

The City of Compton has fulfilled its meet and confer obligations as required by the Meyers-Miliias-Brown Act and approved Memorandums of Agreement with the recognized bargaining units that represent the majority of City employees. However, certain classifications (which includes Miscellaneous, Confidential, Hourly, Seasonal and (1) Chief Executive positions) are not represented by recognized bargaining units.

STATEMENT OF FACT

The salary ranges and fringe benefits for the unrepresented classifications have not been adjusted since July 1, 2008. It is in the best interest of the City to adjust salaries and fringe benefits for employees in unrepresented classifications. All other rights, privileges and working conditions enjoyed by the employees occupying positions in unrepresented classifications shall remain in full force unless changed by the City Council.

The attached resolution, if adopted, will authorize an increase to the salary ranges for the classifications that are not represented by a recognized bargaining unit, including the Miscellaneous, Confidential, Hourly, Seasonal and (1) Chief Executive Classifications as follows:

<u>Effective Date</u>	<u>Percentage Increase</u>
July 1, 2014	3%
July 1, 2015	3%

Other provisions within the attached resolution include:

#13.

**Staff Report – Resolution Establishing Salary/
Fringe Benefits for Unrepresented Classifications
September 1, 2015, page 2**

- That the City shall provide Classic California Employees' Retirement System (CalPERS) members who are unrepresented the 2.7% at 55 years Retirement Plan of CalPERS and shall continue to pay the unrepresented Classic employees' portion (8%) of retirement contributions to CalPERS.
- That the City shall provide New CalPERS members (hired January 1, 2013 and thereafter) who are unrepresented employees the 2.0% at 60 years Retirement Plan of CalPERS. New CalPERS members shall pay their portion (8%) of contributions to the CalPERS retirement system.
- That the City shall continue to provide a contribution to the monthly premium cost for each employee or employee and dependent(s) enrolled in a health insurance plan, a dental plan and/or a vision plan that equals the contribution provided to represented employees.
- That the City shall provide for term life insurance coverage with a life insurance amount of Forty Thousand (\$40,000.00) Dollars.
- That the City shall provide an educational reimbursement benefit of One Thousand Five Hundred (\$1,500.00) Dollars per fiscal year.
- That the City shall continue provisions for State Disability Insurance at no cost to employees.
- That the automobile allowance for employees designated by the City Manager to receive an automobile allowance shall be Two Hundred Fifty (\$250.00) Dollars per month.
- That employees in classifications designated by department managers and approved by the City Manager to receive a standby assignment on an as-needed basis shall be paid \$15.00 per day for standby.
- That employees who work during a call-back shall be compensated at the accrual rate of one and on-half (1½) times the hourly rate for the time worked. The employee shall determine if the compensation shall be paid or compensatory. Accrual of compensatory time shall not exceed One Hundred (100) hours per fiscal year.
- That unrepresented, non-exempt employees shall be compensated for time worked in excess of forty (40) hours per week in accordance with the requirements of the Fair Labor Standards Act.

**Staff Report – Resolution Establishing Salary/
Fringe Benefits for Unrepresented Classifications
September 1, 2015, page 3**

FISCAL IMPACT

In anticipation of the salary increases, the amount necessary to pay for the adjustments (approximately \$95,000) was included in the 2015-2016 Fiscal Year budget.

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution and implement adjustments for salaries and fringe benefits for unrepresented employees.

**JOHNNY FORD
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ESTABLISHING SALARY RANGES AND FRINGE BENEFITS FOR
EMPLOYEES IN UNREPRESENTED CLASSIFICATIONS

WHEREAS, the City Council of the City of Compton has approved Memorandums of Agreement (“MOA’s”) with the recognized bargaining units that represent the majority of City employees; and

WHEREAS, certain classifications are not represented by recognized bargaining units and not impacted by the provisions of the MOAs; and

WHEREAS, the salary ranges and fringe benefits for the unrepresented classifications have not been adjusted since July 1, 2008; and

WHEREAS, it is in the best interest of the City to adjust salaries and fringe benefits for employees in unrepresented classifications.

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

Section 1. That the salary ranges for the classifications that are not represented by a recognized bargaining unit, including the Miscellaneous, Confidential, Hourly, Seasonal and (1) Chief Executive classifications noted respectively in Exhibits A, B, C-1, C-2, C-3, C-4 and C-5, which are attached hereto and incorporated herein by reference, shall be increased as follows:

<u>Effective Date</u>	<u>Percentage Increase</u>
July 1, 2014	3%
July 1, 2015	3%

Section 2. That the minimum salary level for all unrepresented employees shall be subject to the Federal and/or State minimum wage, whichever is higher.

Section 3. That the City shall provide Classic California Employees’ Retirement System (CalPERS) members who are unrepresented the 2.7% at 55 years Retirement Plan of CalPERS and shall continue to pay the unrepresented Classic employees’ portion (8%) of retirement contributions to CalPERS.

Section 4. That the City shall provide New CalPERS members (hired January 1, 2013 and thereafter) who are unrepresented employees the 2.0% at 60 years Retirement Plan of CalPERS. New CalPERS members shall pay their portion (8%) of contributions to the CalPERS retirement system.

Section 5. That the City shall continue to provide a contribution to the monthly premium cost for each employee or employee and dependent(s) enrolled in a health insurance plan, a dental plan and/or a vision plan that equals the contribution provided to represented employees.

Section 6. That the City shall provide for term life insurance coverage with a life insurance amount of Forty Thousand (\$40,000.00) Dollars.

Section 7. That the City shall provide an educational reimbursement benefit of One Thousand Five Hundred (\$1,500.00) Dollars per fiscal year.

Section 8. That the City shall continue provisions for State Disability Insurance at no cost to employees.

Section 9. That the automobile allowance for employees designated by the City Manager to receive an automobile allowance shall be Two Hundred Fifty (\$250.00) Dollars per month.

Section 10. That employees in classifications designated by department managers and approved by the City Manager to receive a standby assignment on an as-needed basis shall be paid \$15.00 per day for standby.

Section 11. That employees who work during a call-back shall be compensated at the accrual rate of one and on-half (1½) times the hourly rate for the time worked. The employee shall determine if the compensation shall be paid or compensatory. Accrual of compensatory time shall not exceed one hundred (100) hours per fiscal year.

Section 12. That unrepresented, non-exempt employees shall be compensated for time worked in excess of forty (40) hours per week in accordance with the requirements of the Fair Labor Standards Act.

Section 13. That all other rights, privileges and working conditions enjoyed by the employees occupying positions in unrepresented classifications shall remain in full force unless changed by the City Council.

Section 14. That all issues of compensation and/or working conditions not addressed by this Resolution shall be governed by the policies and procedures adopted by the City Manager and/or the City Council.

Section 15. That a certified copy of this Resolution shall be forwarded to the City Manager’s Office, the City Controller’s Office and the Human Resources Department.

Section 16. 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

Resolution No. _____
Page 3

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 ____ 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

[illegible]

#13.

EXHIBIT "B"

CONFIDENTIAL EMPLOYEES

CLASSIFICATION TITLE	SALARY RANGE		
	EFFECTIVE DATE		
	07/01/13	07/01/14	07/01/15
Council Liaison Officer	109	112	115
Human Resources specialist	118	121	124
Labor Relations Analyst	154	157	160
Labor Relations Officer	136	139	142
Legal Secretary	112	115	118
Police Legal Advisor	177	180	183
Secretary to the City Manager	116	119	122
Secretary to the Mayor and Council	111	114	117

EXHIBIT "C-1"

HOURLY AND SEASONAL EMPLOYEES**EFFECTIVE JULY 1, 2014**

CLASSIFICATION TITLE	HOURLY PAY RATE				
	Step A	Step B	Step C	Step D	Step E
Administrative Intern, Jr.	\$10.35	\$10.77	\$11.20	\$11.64	\$12.11
Administrative Intern, Sr.	\$15.07	\$15.67	\$16.30	\$16.95	\$17.63
Cashier	-----	-----	\$9.30	\$9.67	\$10.06
City Council Assistant	\$22.37	\$23.27	\$24.20	\$25.17	\$26.17
Crossing Guard	\$15.91	\$16.55	\$17.21	\$17.90	\$18.62
File Clerk	\$10.99	\$11.43	\$11.89	\$12.36	\$12.86
Help for Posting Notices	\$9.27	\$9.64	\$10.03	\$10.43	\$10.84
JTPA Trainee – Adult	\$9.75	\$10.14	\$10.55	\$10.97	\$11.41
JTPA Trainee – Youth	\$9.27	\$9.64	\$10.03	\$10.43	\$10.84
Lifeguard	\$10.60	\$11.02	\$11.46	\$11.92	\$12.40
Locker Room Attendant	-----	-----	\$9.36	\$9.74	\$10.13
Maintenance Assistant	\$12.94	\$13.45	\$13.99	\$14.55	\$15.13
Maintenance Laborer Trainee	\$9.97	\$10.37	\$10.78	\$11.22	\$11.66
Manpower Program Monitor	\$12.37	\$12.87	\$13.38	\$13.91	\$14.47
Receiving/Delivery Clerk	\$11.72	\$12.19	\$12.68	\$13.18	\$13.71
Receptionist Clerk	\$12.48	\$12.98	\$13.50	\$14.04	\$14.60
Recreation Activities Specialist	\$14.85	\$15.45	\$16.06	\$16.71	\$17.38
Recreation Aide	\$11.29	\$11.74	\$12.21	\$12.70	\$13.21
Special Services Aide Trainee	\$13.70	\$14.25	\$14.82	\$15.41	\$16.03
Swim Pool Manager	\$17.84	\$18.55	\$19.30	\$20.07	\$20.87

EXHIBIT "C-2"

HOURLY AND SEASONAL EMPLOYEES

EFFECTIVE JULY 1, 2015

CLASSIFICATION TITLE	HOURLY PAY RATE				
	Step A	Step B	Step C	Step D	Step E
Administrative Intern, Jr.	\$10.66	\$11.09	\$11.53	\$11.99	\$12.47
Administrative Intern, Sr.	\$15.52	\$16.14	\$16.79	\$17.46	\$18.16
Cashier	-----	\$9.21	\$9.58	\$9.96	\$10.36
City Council Assistant	\$23.04	\$23.96	\$24.92	\$25.92	\$26.95
Crossing Guard	\$16.39	\$17.04	\$17.72	\$18.43	\$19.17
File Clerk	\$11.32	\$11.77	\$12.24	\$12.73	\$13.24
Help for Posting Notices	\$9.55	\$9.93	\$10.33	\$10.74	\$11.17
JTPA Trainee – Adult	\$10.04	\$10.44	\$10.86	\$11.30	\$11.75
JTPA Trainee – Youth	\$9.55	\$9.93	\$10.33	\$10.74	\$11.17
Lifeguard	\$10.92	\$11.35	\$11.81	\$12.28	\$12.77
Locker Room Attendant	-----	\$9.27	\$9.64	\$10.03	\$10.43
Maintenance Assistant	\$13.33	\$13.86	\$14.42	\$14.99	\$15.59
Maintenance Laborer Trainee	\$10.27	\$10.68	\$11.11	\$11.55	\$12.01
Manpower Program Monitor	\$12.74	\$13.25	\$13.78	\$14.33	\$14.91
Receiving/Delivery Clerk	\$12.07	\$12.55	\$13.06	\$13.58	\$14.12
Receptionist Clerk	\$12.85	\$13.37	\$13.90	\$14.46	\$15.04
Recreation Activities Specialist	\$15.30	\$15.91	\$16.54	\$17.21	\$17.89
Recreation Aide	\$11.63	\$12.09	\$12.58	\$13.08	\$13.60
Special Services Aide Trainee	\$14.11	\$14.68	\$15.26	\$15.87	\$16.51
Swim Pool Manager	\$18.38	\$19.11	\$19.87	\$20.67	\$21.50

EXHIBIT "C-3"

HOURLY AND SEASONAL EMPLOYEES

CLASSIFICATION TITLE	HOURLY PAY RATE		
	EFFECTIVE DATE		
	07/01/13	07/01/14	07/01/15
Area Supervisor	\$15.10	\$15.55	\$16.02
Community Service Worker	\$9.29	\$9.57	\$9.86
Construction Manager	\$36.62	\$37.72	\$38.85
Construction Worker Trainee	\$8.42	\$9.27	\$9.55
Construction Worker I	\$18.12	\$18.66	\$19.22
Construction Worker II	\$24.16	\$24.88	\$25.63
Field Coordinator	\$30.21	\$31.12	\$32.05
Management Aide - 40 Hours	\$18.61	\$19.17	\$19.74
Management Aide - 36 Hours	\$20.68	\$20.68	\$21.30
Management Analyst	\$34.47	\$35.50	\$36.57
Management Assistant - 40 Hours	\$24.82	\$25.56	\$26.33
Management Assistant - 36 Hours	\$27.58	\$28.41	\$29.26
Network Administrator	\$43.44	\$44.74	\$46.09
Network Administrator, Assistant	\$36.67	\$37.77	\$38.90
Network PC Specialist	\$24.64	\$25.38	\$26.14
Production Aide I	\$14.95	\$15.40	\$15.86
Production Aide II	\$18.12	\$18.66	\$19.22
Program Manager	\$50.27	\$51.78	\$53.33
Project Administrative/Public Affairs Officer	\$30.36	\$31.27	\$32.21
Project Construction Inspector	\$31.58	\$32.53	\$33.50
Public Access Coordinator	\$18.12	\$18.66	\$19.22
Resident Construction Engineer	\$34.90	\$35.95	\$37.03
Secretary to the Mayor	\$28.80	\$29.66	\$30.55
Software Application Specialist	\$25.73	\$26.50	\$27.30
Special Project Coordinator	\$18.52	\$19.08	\$19.65
Special Services Aide	\$15.57	\$16.04	\$16.52
Swim Pool Manager, Assistant	\$12.83	\$13.21	\$13.61
Volunteer Program Coordinator	\$15.96	\$16.44	\$16.93
Volunteer Program Manager	\$28.61	\$29.47	\$30.35
Windows NT Administrator	\$30.91	\$31.84	\$32.79
Youth Services Intern, Junior	\$8.11	\$9.27	\$9.55
Youth Services Intern, Senior	\$10.62	\$10.94	\$11.27

* Increased minimum wage percentage

EXHIBIT "C-4"

HOURLY AND SEASONAL EMPLOYEES

EFFECTIVE JULY 1, 2014

CLASSIFICATION TITLE	HOURLY PAY RATE				
	Step A	Step B	Step C	Step D	Step E
Administrative Intern, Jr.	\$10.35	\$10.77	\$11.20	\$11.64	\$12.11
Administrative Intern, Sr.	\$15.07	\$15.67	\$16.30	\$16.95	\$17.63
Cashier	-----	-----	\$9.30	\$9.67	\$10.06
City Council Assistant	\$22.37	\$23.27	\$24.20	\$25.17	\$26.17
Crossing Guard	\$15.91	\$16.55	\$17.21	\$17.90	\$18.62
File Clerk	\$10.99	\$11.43	\$11.89	\$12.36	\$12.86
Help for Posting Notices	\$9.27	\$9.64	\$10.03	\$10.43	\$10.84
JTPA Trainee – Adult	\$9.75	\$10.14	\$10.55	\$10.97	\$11.41
JTPA Trainee – Youth	\$9.27	\$9.64	\$10.03	\$10.43	\$10.84
Lifeguard	\$10.60	\$11.02	\$11.46	\$11.92	\$12.40
Locker Room Attendant	-----	-----	\$9.36	\$9.74	\$10.13
Maintenance Assistant	\$12.94	\$13.45	\$13.99	\$14.55	\$15.13
Maintenance Laborer Trainee	\$9.97	\$10.37	\$10.78	\$11.22	\$11.66
Manpower Program Monitor	\$12.37	\$12.87	\$13.38	\$13.91	\$14.47
Receiving/Delivery Clerk	\$11.72	\$12.19	\$12.68	\$13.18	\$13.71
Receptionist Clerk	\$12.48	\$12.98	\$13.50	\$14.04	\$14.60
Recreation Activities Specialist	\$14.85	\$15.45	\$16.06	\$16.71	\$17.38
Recreation Aide	\$11.29	\$11.71	\$12.1	\$12.70	\$13.21
Special Services Aide Trainee			\$15.82	\$15.41	\$16.03
Swim Pool Manager			\$20.30	\$20.07	\$20.87

Exhibit C4

EXHIBIT "C-5"

HOURLY AND SEASONAL EMPLOYEES

EFFECTIVE JULY 1, 2015

CLASSIFICATION TITLE	HOURLY PAY RATE				
	Step A	Step B	Step C	Step D	Step E
Administrative Intern, Jr.	\$10.66	\$11.09	\$11.53	\$11.99	\$12.47
Administrative Intern, Sr.	\$15.52	\$16.14	\$16.79	\$17.46	\$18.16
Cashier	-----	\$9.21	\$9.58	\$9.96	\$10.36
City Council Assistant	\$23.04	\$23.96	\$24.92	\$25.92	\$26.95
Crossing Guard	\$16.39	\$17.04	\$17.72	\$18.43	\$19.17
File Clerk	\$11.32	\$11.77	\$12.24	\$12.73	\$13.24
Help for Posting Notices	\$9.55	\$9.93	\$10.33	\$10.74	\$11.17
JTPA Trainee – Adult	\$10.04	\$10.44	\$10.86	\$11.30	\$11.75
JTPA Trainee – Youth	\$9.55	\$9.93	\$10.33	\$10.74	\$11.17
Lifeguard	\$10.92	\$11.35	\$11.81	\$12.28	\$12.77
Locker Room Attendant	-----	\$9.27	\$9.64	\$10.03	\$10.43
Maintenance Assistant	\$13.33	\$13.86	\$14.42	\$14.99	\$15.59
Maintenance Laborer Trainee	\$10.27	\$10.68	\$11.11	\$11.55	\$12.01
Manpower Program Monitor	\$12.74	\$13.25	\$13.78	\$14.33	\$14.91
Receiving/Delivery Clerk	\$12.07	\$12.55	\$13.06	\$13.58	\$14.12
Receptionist Clerk	\$12.85	\$13.37	\$13.90	\$14.46	\$15.04
Recreation Activities Specialist	\$15.30	\$15.91	\$16.54	\$17.21	\$17.89
Recreation Aide	\$11.63	\$12.09	\$12.58	\$13.08	\$13.60
Special Services Aide Trainee	\$14.11	\$14.68	\$15.26	\$15.87	\$16.51
Swim Pool Manager	\$18.38	\$19.11	\$19.87	\$20.67	\$21.50

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Human Resources

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING SALARY RANGES AND FRINGE BENEFITS FOR EMPLOYEES IN UNREPRESENTED CLASSIFICATIONS

Kareemah Bradford
DEPARTMENT MANAGER’S SIGNATURE

7/23/2015 5:34:10 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

8/23/2015 10:10:59 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

8/20/2015 11:25:54 AM
DATE

Johnny Ford
CITY MANAGER

8/16/2015 12:10:23 PM
DATE

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

September 1, 2015

TO: MAYOR AND CITY COUNCIL

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON URGING THE GOVERNOR AND LEGISLATURE TO PROVIDE NEW SUSTAINABLE FUNDING FOR STATE AND LOCAL TRANSPORTATION INFRASTRUCTURE IN THE GOVERNOR'S SPECIAL SESSION.

SUMMARY

A resolution of the City Council of the City of Compton urging the Governor of California and the State Legislature to provide new sustainable funding for state and local transportation infrastructure in the Governor's Special Session.

BACKGROUND

The Governor's June proclamation for an Extraordinary Session on Transportation and Infrastructure called on the Legislature to consider, "...permanent and stable funding to adequately and responsibly maintain and repair the state's transportation and infrastructure." Unfortunately, the Governor made no mention of priorities for local streets and roads. Ultimately any transportation funding proposal will be decided by the Governor and a 2/3 vote of the Legislature, and requiring a bi-partisan agreement. Many legislators have indicated their support for funding local streets and roads in any transportation package. While several funding proposals have been introduced, including League of California Cities (League) supported SB 16, it's likely that a final funding package will be the result of negotiations between the Governor and legislators from both sides.

STATEMENT OF ISSUE

The League wants to ensure that all discussions on transportation funding include provisions of maintenance and sustainability of our local streets, roads, and transportation infrastructure. The League's Board of Directors adopted Transportation Funding Principles to help guide the legislative special session. The basics of these principles are:

1. Make a significant investment in transportation infrastructure
2. Focus on maintaining and rehabilitating the current system

#14.

Staff Report – Resolution Urging State Provide
Sustainable Funding for Transportation Infrastructure
September 1, 2015, page 2

3. Invest a portion of diesel tax and/or cap & trade revenue to high-priority goods movement projects
4. Raise revenues across a broad range of options
5. Equal split between state and local projects
6. Strong accountability requirements to protect the taxpayers' investment
7. Provide consistent annual funding levels

Additionally, the League has joined a coalition with the California Association of Counties and the California Alliance for Jobs called "Fix Our Roads". They are asking cities and 3rd party stakeholders to help stimulate the narrative for local transportation by adopting the Transportation Funding Principles and joining the coalition.

ALTERNATIVE

No other alternative is being proposed at this time.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

FISCAL IMPACT

None.

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

APPROVED FOR FORWARDING

JOHNNY FORD
CITY MANAGER

Attachments: Fixed Our Road Coalition Sign-up Form
Proposed New Local Street & Road Funding

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON URGING
THE GOVERNOR AND LEGISLATURE TO PROVIDE NEW SUSTAINABLE
FUNDING FOR STATE AND LOCAL TRANSPORTATION INFRASTRUCTURE IN
THE GOVERNOR’S SPECIAL SESSION**

WHEREAS, Governor Edmund G. Brown, Jr. has called an extraordinary session to address the immense underfunding of California’s transportation infrastructure; and

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

WHEREAS, the City of Compton has participated in efforts with the California State Association of Counties, League of California Cities, and California’s Regional Transportation Planning Agencies to study unmet funding needs for local roads and bridges, including sidewalks and other essential components; and

WHEREAS, the resulting “2014 California Statewide Local Streets and Roads Needs Assessment,” which provides critical analysis and information on the local transportation network’s condition and funding needs, indicates that the condition of the local transportation network is deteriorating as predicted in the initial 2008 study; and

WHEREAS, the results show that California’s local streets and roads are on a path of significant decline. On a scale of zero (failed) to 100 (excellent), the statewide average Pavement Condition Index (“PCI”) is 66, placing it in the “at risk” category where pavements will begin to deteriorate much more rapidly and require rehabilitation or rebuilding rather than more cost-effective preventative maintenance if funding is not increased; and

WHEREAS, the results show that the City of Compton’s local streets have a statewide average pavement index of 58.1, placing them in the “Poor” category; and

WHEREAS, if funding remains at the current levels, in 10 years, 25 percent of local streets and roads in California will be in “failed” condition; and

WHEREAS, cities and counties need an additional \$1.7 billion just to maintain a status quo pavement condition of 66, and much more revenue to operate the system with Best Management Practices, which would reduce the total amount of funding needed for maintenance in the future; and

WHEREAS, models show that an additional \$3 billion annual investment in the local streets and roads system is expected to improve pavement conditions statewide from an average “at risk” condition to an average “good” condition; and

WHEREAS, if additional funding isn’t secured now, it will cost taxpayers twice as much to fix the local system in the future, as failure to act this year will increase unmet funding needs for local transportation facilities by \$11 billion in five years and \$21 billion in ten years; and

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

WHEREAS, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

WHEREAS, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

WHEREAS, in addition to the local system, the state highway system needs an additional \$5.7 billion annually to address the state’s deferred maintenance; and

WHEREAS, in order to bring the local system back into a cost-effective condition, at least \$7.3 billion annually in new money going directly to cities and counties.

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

Section 1. That it is hereby strongly urged on behalf of the City of Compton, California that Governor Edmund G. Brown, Jr. and the California State Legislature identify a sufficient and stable funding source for local street and road and state highway maintenance and rehabilitation to ensure the safe and efficient mobility of the traveling public and the economic vitality of California.

Section 2. That City of Compton further strongly urges that the Governor and Legislature adopt the following priorities for funding California’s streets and roads:

- a. Make a significant investment in transportation infrastructure.** Any package should seek to raise at least \$6 billion annually and should remain in place for at least 10 years or until an alternative method of funding our transportation system is agreed upon.

Resolution No. _____

Page 3

b. Focus on maintaining and rehabilitating the current system. Repairing California's streets and highways involve much more than fixing potholes. It requires major road pavement overlays, fixing unsafe bridges, providing safe access for bicyclists and pedestrians, replacing storm water culverts, as well as operational improvements that necessitate the construction of auxiliary lanes to relieve traffic congestion choke points and fixing design deficiencies that have created unsafe merging and other traffic hazards. Efforts to supply funding for transit in addition to funding for roads should also focus on fixing the system first.

c. Equal split between state and local projects. We support sharing revenue for roadway maintenance equally (50/50) between the state and cities and counties, given the equally-pressing funding needs of both systems, as well as the longstanding historical precedent for collecting transportation user fees through a centralized system and sharing the revenues across the entire network through direct subventions. Ensuring that funding to local governments is provided directly, without intermediaries, will accelerate project delivery and ensure maximum accountability.

d. Raise revenues across a broad range of options. Research by the California Alliance for Jobs and Transportation California shows that voters strongly support increased funding for transportation improvements. They are much more open to a package that spreads potential tax or fee increases across a broad range of options, including fuel taxes, license fees, and registration fees, rather than just one source. Additionally, any package should move California toward an all-users pay structure, in which everyone who benefits from the system contributes to maintaining it – from traditional gasoline-fueled vehicles, to new hybrids or electric vehicles, to commercial vehicles.

e. Invest a portion of diesel tax and/or cap & trade revenue to high priority goods movement projects. While the focus of transportation funding package should be on maintaining and rehabilitating the existing system, California has a critical need to upgrade the goods movement infrastructure that is essential to our economic well-being. Establishing a framework to make appropriate investments in major goods movement arteries can lay the groundwork for greater investments in the future that will also improve air quality and reduce greenhouse gas emissions.

f. Strong accountability requirements to protect the taxpayers' investment. Voters and taxpayers must be assured that all transportation revenues are spent responsibly. Local governments are accustomed to employing transparent processes for selecting road maintenance projects aided by pavement management systems, as well as reporting on the expenditure of transportation funds through the State Controller's Local Streets and Roads Annual Report.

g. Provide Consistent Annual Funding Levels. Under current statute, the

annual gas tax adjustment by the Board of Equalization is creating extreme fluctuations in funding levels – a \$900 million drop in this budget year alone. A transportation funding package should contain legislation that will create more consistent revenue projections and allow Caltrans and transportation agencies the certainty they need for longer term planning.

SECTION 3. That copies of this Resolution be filed in the offices of the City Manager, City Clerk, and the Public Works and Municipal Utilities Department.

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

ADOPTED this _____ day of _____, 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 said Resolution was adopted by the following, to wit:

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

CITY CLERK OF THE CITY OF COMPTON

I Support the Fix Our Roads Coalition Principles for New Transportation Funding in the Legislative Special Session



☐ Yes, I/my organization support(s) efforts to secure new sources of stable, accountable funding to fix California's highways and road infrastructure. I/we sign-on to join the "Fix our Roads" coalition and in support of the following principles that should guide the legislative special session on transportation.

1. **Make a significant investment in transportation infrastructure.**
2. **Focus on maintaining and rehabilitating the current system.**
3. **Invest a portion of diesel tax and/or cap & trade revenue to high-priority goods movement projects.**
4. **Raise revenues across a broad range of options.**
5. **Equal split between state and local projects.**
6. **Strong accountability requirements to protect the taxpayers' investment.**
7. **Provide consistent annual funding levels.**

Please select a category: ☐ Organization ☐ Company ☐ Elected official

Company or Organization Name

Name Title/Occupation

Street address

City State Zip County

Phone number Fax number

E-mail Address

Signature (Required) Date

Email or fax this form to: acelesius@bcfpublicaffairs.com or 916-442-3510 (fax)

Proposed New Local Streets&Roads Funding

Allocation: half of total among cities on a population basis, half of total among counties proportionate to registered vehicles and maintained miles.

Estimated 2 July 2015

\$3 Billion / yr = \$1.5B cities, \$1.5B counties

LOS ANGELES COUNTY

284,616,586

AGOURA HILLS	1,069,996
ALHAMBRA	4,143,322
ARCADIA	2,630,724
ARTESIA	805,596
AVALON	174,772
AZUSA	2,251,305
BALDWIN PARK	3,733,524
BELL	1,783,494
BELLFLOWER	3,556,785
BELL GARDENS	2,150,423
BEVERLY HILLS	1,657,311
BRADBURY	49,503
BURBANK	4,962,644
CALABASAS	1,095,434
CARSON	4,498,722
CERRITOS	2,519,731
CLAREMONT	1,728,500
COMMERCE	621,354
COMPTON	4,564,604
COVINA	2,274,776
CUDAHY	1,190,872
CULVER CITY	1,869,873
DIAMOND BAR	2,791,725
DOWNEY	5,202,658
DUARTE	1,057,963
EL MONTE	5,785,947
EL SEGUNDO	781,257
GARDENA	2,834,182
GLENDALE	9,511,876
GLENORA	2,417,064
HAWAIIAN GARDENS	728,459
HAWTHORNE	4,124,290
HERMOSA BEACH	903,597
HIDDEN HILLS	93,334
HUNTINGTON PARK	2,970,614
INDUSTRY	36,784
INGLEWOOD	5,454,155
IRVINDALE	79,013
LA CANADA FLINTRIDGE	988,603
LA HABRA HEIGHTS	283,340
LAKEWOOD	3,828,230
LA MIRADA	2,309,410
LANCASTER	7,314,695
LA PUENTE	1,983,795
LA VERNE	1,557,892
LAWNDALE	1,539,134
LOMITA	967,786
LONG BEACH	22,633,792
LOS ANGELES	187,342,533
LOS ANGELES MTA	
LYNWOOD	3,353,373
MALIBU	629,773
MANHATTAN BEACH	1,685,631

Proposed New Local Streets&Roads Funding

Allocation: half of total among cities on a population basis, half of total among counties proportionate to registered vehicles and maintained miles.

Estimated 2 July 2015

\$3 Billion / yr = \$1.5B cities, \$1.5B counties

MAYWOOD	1,374,107
MONROVIA	1,829,337
MONTEBELLO	3,009,594
MONTEREY PARK	2,975,098
NORWALK	5,040,834
PALMDALE	7,121,577
PALOS VERDES ESTATES	650,041
PARAMOUNT	2,658,587
PASADENA	6,934,864
PICO RIVERA	3,078,542
POMONA	7,488,780
RANCHO PALOS VERDES	1,991,344
REDONDO BEACH	3,115,922
ROLLING HILLS	374,752
ROLLING HILLS ESTATES	2,642,437
ROSEMEAD	1,693,317
SAN DIMAS	1,160,538
SAN FERNANDO	1,966,592
SAN GABRIEL	625,563
SAN MARINO	9,568,059
SANTA CLARITA	823,394
SANTA FE SPRINGS	4,241,323
SANTA MONICA	509,949
SIERRA MADRE	524,544
SIGNAL HILL	1,035,224
SOUTH EL MONTE	4,704,010
SOUTH GATE	1,190,048
SOUTH PASADENA	1,653,193
TEMPLE CITY	6,849,812
TORRANCE	5,582
VERNON	1,494,206
WALNUT	5,167,795
WEST COVINA	1,740,213
WEST HOLLYWOOD	407,419
WESTLAKE VILLAGE	3,991,838
WHITTIER	

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON URGING THE GOVERNOR AND LEGISLATURE TO PROVIDE NEW SUSTAINABLE FUNDING FOR STATE AND LOCAL TRANSPORTATION INFRASTRUCTURE IN THE GOVERNOR’S SPECIAL SESSION

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

8/18/2015 7:09:46 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

8/26/2015 7:14:23 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

8/26/2015 3:36:10 PM
DATE

Johnny Ford
CITY MANAGER

8/26/2015 1:00:51 PM
DATE

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

September 1, 2015

TO: MAYOR AND CITY COUNCIL

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICE AGREEMENT WITH IMS CONSULTANTS FOR ADDITIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE STREET REHABILITATION PROJECT (CDBG #13-02) AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$136,886.30

SUMMARY

Adoption of this resolution by the City Council will authorize the City Manager to amend the professional service agreement with IMS Consultants ("IMS") to expand the scope of services for additional construction management and inspection services for the Street Rehabilitation Project (CDBG #13-02) and authorize additional compensation in the amount of \$136,886.30.

BACKGROUND

On December 16, 2014, pursuant to Resolution No. 24,066, City Council authorized the City Manager to enter into a professional service agreement with IMS Consultants in an amount not to exceed \$119,960 for provision of construction management and inspection services on the Street Rehabilitation Project (CDBG# 13-02).

The Street Rehabilitation Project consists of installing hot asphalt concrete mix on existing pavement; remove and replace failed asphalt concrete areas; install ADA compliant curb ramps, curb, gutter, sidewalk, and driveway improvements; traffic loop replacement, street sign replacement and other minor associated work.

On July 12, 2015, staff received correspondence from IMS Consultants indicating that funds from the original agreement has been exhausted and requested the City authorize an amendment to the agreement to provide for additional compensation in the amount of \$136,886.30 needed to complete their services for the Project.

**Staff Report – Resolution Authorizing Amendment to
IMS Consultants Professional Agreement/Expand
Scope of Services & Provide Additional Compensation
September 1, 2015, page 2**

STATEMENT OF ISSUE

The Project has experienced challenges in which IMS staff has to spend additional time coordinating, mitigating, negotiating, and developing consensus to ensure that the project is completed successfully to the satisfaction of all parties involved. These issues include, but are not limited to: review and preparation of updated project drawings with design deficiencies, field review of existing streets improvements to be incorporated in the project plans, coordination with the designer and contractor for additional design quantities, explore alternative approaches/cost saving concepts to avoid budget overrun, track project budget, assist the designer with field design reviews, negotiate various change orders, additional scope of services, and additional geotechnical and material testing due to added scope of services, preparation of Project Status Reports, preparation of Power Point Slides, presentation for City Council and public outreach with homeowners/residents to make sure concerns are being addressed properly.

Additionally, the inclusion of two additional streets (Acacia and Aprilia) to the Project with rehabilitation/resurfacing plans has taken additional staff time to coordinate and develop solutions acceptable to the City and property owners. Rehabilitation of these additional streets will also take additional time to inspect and finalize the contract.

ALTERNATIVE

The City desires to amend the agreement to provided additional construction management services for the Street Rehabilitation Project. Therefore, no other alternative is being proposed.

FISCAL IMPACT

The additional construction management cost is due to project delay of four (4) months and the additional scope of services. Funds in the amount of \$136,886.30 are available in the Public Works/Municipal Utilities Department's 2015-2016 Fiscal Year budget in Account No. 1520-710-OMR-4269.

**Staff Report – Resolution Authorizing Amendment to
IMS Consultants Professional Agreement/Expand
Scope of Services & Provide Additional Compensation
September 1, 2015, page 3**

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

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

APPROVED FOR FORWARDING

**JOHNNY FORD
CITY MANAGER**

JF:GK:JS

Attachment: Proposal

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICE AGREEMENT WITH IMS CONSULTANTS FOR ADDITIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE STREET REHABILITATION PROJECT (CDBG #13-02) AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$136,886.30

WHEREAS, on December 16, 2014, pursuant to Resolution No. 24,066, City Council authorized the City Manager to enter into a professional service agreement with IMS Consultants in an amount not to exceed \$119,960 for provision of construction management and inspection services on the Street Rehabilitation Project (CDBG# 13-02); and

WHEREAS, the project consists of installing hot asphalt concrete mix on existing pavement; remove and replace failed asphalt concrete areas, install ADA compliant curb ramps, curb, gutter, sidewalk, and driveway improvements; traffic loop replacement, street sign replacement and other minor associated work; and

WHEREAS, on July 12, 2015, staff received correspondence from IMS Consultants indicating that funds from the original agreement has been exhausted and requested the City authorize an amendment to the agreement to provide for additional compensation in the amount of \$136,886.30 needed to complete their services for the Project; and

WHEREAS, the Project has experienced challenges in which IMS staff has to spend additional time coordinating, mitigating, negotiating, and developing consensus to ensure that the Project is completed successfully to the satisfaction of all parties involved; and

WHEREAS, these issues include, but are not limited to: review and preparation of updated project drawings with design deficiencies, field review of existing streets improvements to be incorporated in the project plans, coordination with the designer and contractor for additional design quantities, explore alternative approaches/cost saving concepts to avoid budget overrun, track project budget, assist the designer with field design reviews, negotiate various change orders, additional scope of services, and additional geotechnical and material testing due to added scope of services, preparation of Project Status Reports, preparation of Power Point Slides, presentation for City Council and public outreach with homeowners/residents to make sure concerns are being addressed properly; and

WHEREAS, additionally, the inclusion of two additional streets (Acacia and Aprilia) to the Project with rehabilitation/resurfacing plans has taken additional staff time to coordinate and develop solutions acceptable to the City and property owners. Rehabilitation of these additional streets will also take additional time to inspect and finalize the contract; and

WHEREAS, staff recommends that Council approve the requested action of amending the professional service agreement to expand the scope of services to be provided and provide additional compensation in the amount of \$136,886.30; and

WHEREAS, funds for this expenditure are available in the Public Works/Municipal Utilities Department's 2015-2016 Fiscal Year budget.

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

SECTION 1. That the City Manager, upon the advice and approval of the City Attorney is hereby authorized to execute a first amendment to the professional services agreement with IMS Consultants for the provision of additional construction management and inspection services for the Street Rehabilitation Project (CDBG #13-02) and authorize additional compensation in the amount of \$136,886.30.

SECTION 2. That funds in the amount of \$136,886.30 are available in the Public Works/Municipal Utilities Department’s 2015-2016 Fiscal Year budget in Account No. 1520-710-0MR-4269.

SECTION 3. That a purchase order in the amount of \$136,886.30 is authorized to be issued to IMS Consultants for services performed for the Street Rehabilitation Project.

SECTION 4. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Public Works/Municipal Utilities Department.

SECTION 5. 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, signed by the Mayor and attested to 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: COUNCILMEMBERS-
NOES: COUNCILMEMBERS-
ABSTAIN: COUNCILMEMBERS-
ABSENT: COUNCILMEMBERS-

CITY CLERK OF THE CITY OF COMPTON

**FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
IMS CONSULTANTS**

This **FIRST AMENDMENT** to the Professional Services Agreement is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **IMS CONSULTANTS** (hereinafter referred to as "**CONSULTANT**"), located at 17735 East Bellbrook Street, Covina, California 91722.

RECITALS:

WHEREAS, the City is in the process of implementing the Street Rehabilitation Project – CDBG #13-02, a street rehabilitation project for various areas of the City to install hot asphalt concrete mix on existing pavement, remove and replace failed asphalt concrete areas, install accessible ramps, improve curbs, gutters, sidewalks, driveways, replace traffic loops and street signs, and minor associated work; and

WHEREAS, by Resolution No. 24,066, adopted on the 16th day of December 2014, the City Council authorized the City Manager to enter into a professional services agreement with a qualified and experienced engineering consulting firm, IMS Consultants, to provide construction management and construction inspection services for the Street Rehabilitation Project at a cost of \$119,960.00; and

WHEREAS, due to project delays and the need to provide additional services for the Project by IMS Consultants, the Consultant and City desire to amend the original Agreement to expand the scope of services to be performed by IMS Consultants for the Project and provide for additional compensation in the amount of \$136,886.30; and

WHEREAS, Section 26 of the original Agreement authorizes the amendment of the Agreement by written document executed by both parties thereto and approval of the City Attorney; and

WHEREAS, pursuant to Resolution No. _____, adopted on the ____ day of _____ 2015, the City Council authorized a First Amendment to the professional service agreement with IMS Consultants to provide additional construction management and inspection services for the Project and provide for additional compensation in the amount of \$136,886.30.

NOW, THEREFORE, Consultant and City, for the consideration, terms and conditions herein described, do hereby mutually agree to amend the original Agreement as follows:

AMENDMENTS:

1. The parties agree to amend **Section 1 – Scope of Services to be Rendered by Consultant** of the original Agreement to expand the scope of services to be rendered to include

that Consultant shall provide the following services (and continue the provision of construction management and inspection services described in the original Agreement):

- Review and preparation of updated project drawings with design deficiencies
- Field review of existing streets improvements to be incorporated in the project plans
- Coordination with the designer and contractor for additional design quantities
- Explore alternative approaches/cost saving concepts to avoid budget overrun
- Track project budget
- Assist the designer with field design reviews
- Negotiate various change orders, additional scope of services, and additional geotechnical and material testing due to added scope of services
- Preparation of Project Status Reports, preparation of Power Point Slides, presentation for City Council and public outreach with homeowners/residents to make sure concerns are being addressed properly

As indicated in Consultant's "**Request to Amend Construction Management and Inspection Services Contract with Additional Funds for Street Rehabilitation Project CDBG #13-02**", dated July 12, 2015, which is attached hereto and incorporated herein.

2. The parties agree to amend **Section 3 – Compensation** of the original Agreement to revise the maximum amount of compensation payable to Consultant for services performed and completed pursuant to the Agreement by providing additional compensation for the additional services provided and performed in the not-to-exceed amount of **One Hundred Thirty Six Thousand Eight Hundred Eighty Six Dollars and Thirty Cents (\$136,886.30)**.

3. The parties agree to amend **Section 29 – Notices** of the original Agreement to reflect the change of address for the Consultant as follows:

To Consultant:

**IMS Consultants
17735 East Bellbrook Street
Covina, California 91722
Attn: Jay Shah, P.E., Vice President
(626) 383-0850**

4. Except as provided for above, all other terms and conditions of the original Agreement and any amendments thereto between the City and the Consultant all remain in effect.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this **FIRST AMENDMENT** to the above-identified **PROFESSIONAL SERVICES AGREEMENT**.

IMS CONSULTANTS/CONSULTANT

Dated: _____

By _____
Jay Shah, P.E., Principal, Project Manager

CITY OF COMPTON
Recommended for Approval:

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

Dated: _____

Approved by:

Dated: _____

By _____
Johnny Ford, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

July 12, 2015

Glen W.C. Kau, P.E., Public Works/Municipal Utilities Director
City of Compton Public Works/Municipal Utilities Department
205 South Willowbrook Avenue
Compton, California 90220

Subject: Request to amend the Construction Management and Inspection Services contract with additional funds, for the Street Rehabilitation Project CDBG #13-02

Dear Mr. Kau,

Please be advised that IMS Consultants has exhausted our original contract budget for the subject project. We request an additional \$136,886.30 to finish the project.

The project has run into a few challenges which IMS staff has spent excessive time coordinating, mitigating, negotiating, and developing consensus to ensure that the project is completed successfully to the satisfaction of all parties involved.

These issues included, but are not limited to; review and prepare updated project drawings with design deficiencies, field review of existing streets improvements and incorporate in the project plans, coordinating with the designer & contractor for additional design overlooked quantities, explore alternative approaches/saving concepts to avoid budget overrun, track project budget, assist the designer with field design reviews, negotiate various change orders, additional scope of services, additional geotechnical & material testing due to added scope of work, preparation of Project Status Reports, preparation of Power Point Slides, presentation for the City Council and public outreach with homeowners/residents to make sure their concerns were being addressed properly. In addition, adding two additional streets to the project with rehabilitation/resurfacing plan has taken a great deal of our staff time to coordinate and develop solutions acceptable to the City and property owners. The rehabilitation these streets will also take additional time to inspect and finalize the contract. IMS Staff provided excellent technical approach/solutions to save more than \$ 200,000 in Project Bid Items.

The additional construction management cost is due to project delay for four months and additional scope of services. I would kindly request approval of the additional \$136,886.30 so that IMS Consultants can continue providing our services to finish the project. Please call or e-mail me, should you need additional information.

Thank you for the opportunity to provide our services to the City of Compton.

Very truly

IMS Consultants,



Jay Shah, P.E.
Principal, Project Manager

PROPOSED FEE & SCHEDULE

PROPOSED FEE FOR ADDITIONAL WORK:

Based on our understanding of the scope of work, we are proposing one inspector for as long as needed by the City for at an hourly rate of \$95 per hour and one Construction Manager at an hourly rate of \$100 per hour

The total Not-to-Exceed fee is estimated and itemized below:

ITEM	HOURS	COST
1-Construction Inspection (Assumed 570 Working hours@ \$95/hr)	570	\$54,150
2- Project Close-Out		\$5,720
3-Construction Manager (Assumed 475 hours @ \$100/hr)	475	\$47,500
4- Materials Testing by Subcontractor/GEI (As-Needed) with additional scope		\$22,000
5- Fee		\$ 7,516
Total Estimated Not-to-Exceed		\$136,886.00

The hourly fee includes all benefits, overhead and other associated cost and expenses such as phone, faxes, contract administration, night work and other related activities. Hours worked over regular 8 hour-day and hours worked on weekend are considered overtime and will be charged accordingly.

Material Testing will be performed by our Subconsultant **Geo-Environmental, Inc.**, as an optional service and on an as-needed basis. There are so many variables involved in testing therefore; IMS has lumped all the cost associated with material testing into lumpsum rate with a Not-to-Exceed Budget. The rate includes equipment, travel time, and any lab work that might be needed.

Depending on construction schedule these services maybe required on an as-needed or continuous basis. The minimum charge for inspection call is 4 hours with 48 hours advanced notice.

Invoices will be submitted monthly based on the percentage of each task done. Number of hours may be adjusted at the City's discretion and mutual agreement.

SCHEDULE:

The work schedule shall be submitted to the City by the contractor for review and comments.

IMS staff will assist in reviewing the Contractor's schedule and work plan to ensure that all activities planned are consistent with the City's bid documents and contract language. The schedule also will be reviewed for shop drawing submittals, staging and lane closure purposes to make sure that Contractor's work plan is accurate with minimum impact on public and the adjacent businesses.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE PROFESSIONAL SERVICE AGREEMENT WITH IMS CONSULTANTS FOR ADDITIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE STREET REHABILITATION PROJECT (CDBG #13-02) AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$136,886.30

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

8/18/2015 7:09:29 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

8/26/2015 7:13:10 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

8/26/2015 3:35:45 PM
DATE

Johnny Ford
CITY MANAGER

8/26/2015 12:59:31 PM
DATE

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

September 1, 2015

TO: MAYOR AND COUNCIL MEMBERS

**FROM: JOHNNY FORD
CITY MANAGER**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO
AN AGREEMENT WITH THE STATE OF CALIFORNIA BOARD OF
EQUALIZATION FOR THE COLLECTION OF UTILITY USERS TAX
ON PREPAID WIRELESS TELEPHONY**

SUMMARY

This resolution authorizes the City Manager and City Attorney to execute certain documents required by the State of California Board of Equalization (BOE) to collect the City's Utility Users Tax on prepaid wireless telephony services and surcharges.

BACKGROUND

Traditionally, the City's Utility Users Tax (UUT) payable on wireless communication services is collected by wireless service providers, who include the charge on their customers' monthly invoices. In contrast to this arrangement, customers who purchase prepaid wireless services usually avoid paying any UUT due to collection complications. With prepaid wireless, there is no contract, no monthly invoices, and the prepaid wireless services are usually sold by retailers, not service providers themselves.

Effective January 1, 2016, California law (AB 1717) imposes a mobile telephony services (MTS) surcharge on purchases of each retail transaction involving prepaid wireless services. In enacting this legislation, the lawmakers stated a desire to promote consumer equity and fairness by ensuring that all wireless customers who use the same public services pay the same taxes and fees to fund those services.

STATEMENT OF THE ISSUE

The City received notification on July 29, 2015, that we must sign an agreement with the California Board of Equalization to allow collection of this new sales tax on behalf of the City. In order to receive the UUT collected by the BOE commencing on January 1, 2016, the City Manager and City Attorney must execute certain documents required by the State BOE by September 1, 2015. Because many California city councils are dark in the month of August, the BOE has granted an extension of its deadline until the local elected body's first meeting in September.

**Staff Report – Resolution Authorizing Agreement with Bd. of
Equalization for Collection of UUT on Prepaid Wireless Telephony
September 1, 2015, page 2**

ALTERNATIVE

The City Council can elect to delay its decision to sign the agreement, but the next approval time with the BOE would be December 1, 2015, which would require that the City forego the revenue due for the period January 1 through March 31, 2016. The Council could also decline the opportunity to enter into this arrangement and possibly forgo more than \$300,000 in revenue this fiscal year.

FISCAL IMPACT

While the actual impact of this somewhat new revenue source is unknown, the City's utility user tax revenue consultant MuniServices, LLC, estimates additional revenues will range from 15% to 20% of current utility user tax telecommunication revenues. This estimate is a statewide average, and individual cities will vary depending on their demographics and the number of prepaid wireless retailers in the city. Based on our FY14-15 wireless UUT, MuniServices makes a conservative estimate of between \$356,000 and \$475,000 in new revenues. Given our demographics, the increase could be greater. However, the BOE does intend to charge an administrative fee for implementation of this new program of five to six (5-6) per cent on that increased amount (approximately \$18,000 to \$30,000 in administrative charges).

RECOMMENDATION

Staff recommends the adoption of the attached resolution authorizing the City Manager to enter into an agreement with the BOA for the collection of the prepaid Utility Users Tax, and the City Attorney to make certain certifications as required by the State of California Board of Equalization.

**JOHNNY FORD
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT
WITH THE STATE OF CALIFORNIA BOARD OF EQUALIZATION FOR
THE COLLECTION OF UTILITY USERS TAX ON PREPAID WIRELESS
TELEPHONY**

WHEREAS, the City of Compton certified that Ordinance No. 2139 applies its local charge(s) (access to 911 or communication services and/or utility user tax) to prepaid mobile telephony services; and

WHEREAS, the Local Prepaid Mobile Telephony Services Collection Act, mandates the Board of Equalization (Board) to administer and collect the local charges for all applicable local jurisdictions (Rev. & Tax Code section 42103); and

WHEREAS, the Board will perform all functions incident to administration and collection of the local charges for the City of Compton; and

WHEREAS, the Board requires that the City of Compton enter into an Agreement for State Collection and Administration of Local Charges prior to implementation of the Local Prepaid Mobile Telephony Services Collection Act; and

WHEREAS, the Board requires that the City of Compton authorize the agreement;

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

Section 1. That the City of Compton certified that Ordinance No. 2139 applies its local charges to prepaid mobile telephony services.

Section 2. That the Board of Equalization will perform all administration and collection local charges for prepaid mobile telephony services.

Section 3. That City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into an agreement with the State of California Board of Equalization for State Collection and Administration of Local Charges.

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

Section 5. 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 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 the following vote, to wit:

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE STATE OF CALIFORNIA BOARD OF EQUALIZATION FOR THE COLLECTION OF UTILITY USERS TAX ON PREPAID WIRELESS TELEPHONY

Kelly Montgomery
DEPARTMENT MANAGER’S SIGNATURE

8/27/2015 11:11:40 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

8/27/2015 12:25:50 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

8/27/2015 11:37:58 AM
DATE

Kelly Montgomery
CITY MANAGER

8/27/2015 11:13:36 AM
DATE

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

September 1, 2015

TO: MAYOR AND COUNCIL MEMBERS

**FROM: JOHNNY FORD
CITY MANAGER**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER AND
MUNISERVICES, LLC TO EXAMINE PREPAID MOBILE TELEPHONY
SERVICES SURCHARGE AND LOCAL CHARGE RECORDS FOR THE
PURPOSE OF CONFIRMING THE PROPER REMITTANCE OF
CHARGES BY RETAILERS**

SUMMARY

This resolution authorizes the City Manager and MuniServices, LLC, the city's sales tax audit and review contractor, to examine the records of prepaid mobile telephony service transactions (MTS) for the purpose of determining the proper remittance of charges by retailers. The resolution further authorizes the California State Board of Equalization (BOE) to make available to the City information regarding the collection and remittance of those charges, subject to the confidentiality requirements of the State's Revenue and Taxation Code.

BACKGROUND

Beginning January 1, 2016, a new law (AB 1717) requires local jurisdictions to contract with the BOE in order to receive revenue from local utility user taxes (UUT) local 911 charges, and any other local charges imposed on consumers of prepaid mobile services.

To ensure the uninterrupted collection of these local revenues, local jurisdictions must contract with the BOE by September 1, 2015. If a local jurisdiction does not contract with the BOE, any local charges imposed upon prepaid mobile telephony services will not be collected by the sellers and the local jurisdiction will not receive local charge revenue from prepaid MTS once the new law is effective on January 1, 2016.

In addition to a separate action authorizing the City Manager to enter into the above-referenced agreement with the BOE, and the City Attorney to make the required certifications, staff is bringing forward this resolution to allow the City to have the same revenue audit capabilities available with other sources of retail revenues that flow to the City. Because telephone records are confidential and enjoy the highest level of legal protection of privacy, the BOE requires authorization and specific designation to allow the review of local charge records, which remain protected under the confidentiality requirements of the State Revenue and Taxation Code.

**Staff Report – Resolution Authorizing Examination of
Prepaid Mobile Telephony Service Charges
September 1, 2015, page 2**

If approved, the resolution would authorize the City Manager and the UUT Tax Administrator (the City Controller) or other employee designated in writing by the City Manager, to examine prepaid mobile telephony services surcharge and local charge records of the BOE pertaining to prepaid charges collected for the City of Compton by the BOE, pursuant to the contract between the City and the BOE. The information obtained by examination of the records shall be used only for purposes related to the collection of the service charges by the BOE pursuant to the contract. Examination of records of charges shall only be performed for the purposes related to the following governmental functions of the City of Compton:

- a. Compliance and enforcement of the utility users tax
- b. Administrative functions set out in the City's utility users tax ordinance
- c. Legal interpretations and enforcement of utility users tax ordinance

The resolution would also authorize MuniServices, LLC, the City's utility user tax revenue consultant, to examine the above mentioned charges with the same restrictions and as constrained by the confidentiality requirements of the California Revenue and Tax Code

STATEMENT OF THE ISSUE

Traditionally, the City's utility users tax (UUT) is collected by wireless service providers who include the charge on their customers' monthly invoices. In contrast to this arrangement, customers who purchase prepaid wireless services usually avoid paying any UUT due to collection complications. With prepaid wireless, there is no contract, no monthly invoices, and the prepaid wireless services are usually sold by retailers, not service providers themselves. The State of California approved Assembly Bill 1717 (prepaid wireless) which allows for the collection of surcharge fees to go into effect on January 1, 2016. The surcharge will be based on the City's Utility Users Tax (UUT) for wireless services.

The City received notification from the BOE that we must sign the agreement with the California Board of Equalization by September 1, 2015. In order to receive the UUT collected by the BOE commencing on January 1, 2016; the City Manager must execute certain documents required by the State BOE.

ALTERNATIVE

The City Council can elect to forego the authorization for the examination of charges, in which case, the City would be deprived of the ability to verify general revenues to which it is entitled.

**Staff Report – Resolution Authorizing Examination of
Prepaid Mobile Telephony Service Charges
September 1, 2015, page 3**

FISCAL IMPACT

The fiscal impact of a failure to audit revenues can only be determined over time as the potential losses are projected and estimated through trend and comparative analysis. Recovery of such losses would be unlikely.

RECOMMENDATION

Staff recommends the adoption of the attached resolution authorizing the City Manager, the City Controller, and MuniServices, LLC to examine the records of charges for the purposes stated herein.

**JOHNNY FORD
CITY MANAGER**

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER AND MUNISERVICES, LLC TO
EXAMINE PREPAID MOBILE TELEPHONY SERVICES SURCHARGE AND
LOCAL CHARGE RECORDS FOR THE PURPOSE OF CONFIRMING THE
PROPER REMITTANCE OF CHARGES BY RETAILERS**

WHEREAS, pursuant to Utility Users Tax Ordinance No. 2139 of the City of Compton and the Local Prepaid Mobile Telephony Services Collection Act, the City of Compton, hereinafter called “Local Jurisdiction,” entered into a contract with the State Board of Equalization, hereafter referred to as the “Board,” to perform all functions incident to the administration and collection of the prepaid mobile telephony services surcharge and local charges (Rev. & Tax. Code, § 42101.5); and

WHEREAS, the Local Jurisdiction deems it desirable and necessary for authorized representatives of the Local Jurisdiction to examine confidential prepaid mobile telephony services surcharge and local charge records pertaining to the prepaid mobile telephony services surcharge and local charges collected by the Board for the Local Jurisdiction pursuant to that contract; and

WHEREAS, the Board will make available to the Local Jurisdiction any information that is reasonably available to the Board regarding the proper collection and remittance of a local charge of the Local Jurisdiction by a seller, including a direct seller, subject to the confidentiality requirements of Sections 7284.6, 7284.7 and 19542 of the Revenue and Taxation Code; and

WHEREAS, Sections 42110 and 42103 of the Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board of Equalization records and establishes criminal penalties for the unlawful disclosure of information contained in or derived from the prepaid mobile telephony services surcharge and local charge records of the Board.

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

Section 1. That the City Manager or other officer or employee of the Local Jurisdiction designated in writing by the City Manager to the Board is hereby appointed to represent the Local Jurisdiction with authority to examine prepaid mobile telephony services surcharge and local charge records of the Board pertaining to prepaid mobile telephony services surcharge and local charges collected for the Local Jurisdiction by the Board pursuant to the contract between the Local Jurisdiction and the Board. The information obtained by examination of Board records shall be used only for purposes related to the collection of the Local Jurisdiction’s prepaid mobile telephony services surcharge and local charges by the Board pursuant to the contract.

Section 2. That the City Manager and the UUT Tax Administrator (City Controller) or other officer or employee of the Local Jurisdiction designated in writing by the City Manager to the Board is hereby appointed to represent the Local Jurisdiction with authority to examine those prepaid mobile telephony services surcharge and local charge records of the Board for purposes related to the following governmental functions of the Local Jurisdiction:

- a) compliance and enforcement of the utility users tax (local charge)
- b) administrative functions set out in City’s utility user’s tax ordinance
- c) legal interpretation and enforcement of utility users tax ordinance, including but not limited to refunds and defense of claims against ordinance

The information obtained by examination of Board records shall be used only for those governmental functions of the Local Jurisdiction listed above.

Section 3. That MuniServices, LLC is hereby designated to examine the prepaid mobile telephony services surcharge and local charges records of the Board of Equalization pertaining to prepaid mobile telephony services surcharge and local charges collected for the Local Jurisdiction by the Board. The person or entity designated by this section meets all of the

following conditions (Rev. & Tax. Code, § 42110, subd. (b)(2)):

- a) has an existing contract with the Local Jurisdiction that authorizes the person to examine the prepaid mobile telephony services surcharge and local charge records;
- b) is required by that contract with the Local Jurisdiction to disclose information contained in or derived from, those records only to an officer or employee of the Local Jurisdiction authorized by the resolution to examine the information;
- c) is prohibited by that contract from performing consulting services for a seller during the term of that contract;
- d) is prohibited by that contract from retaining information contained in, or derived from, those prepaid mobile telephony services surcharge and local charge records, after that contract has expired.

Section 4. That the contract between the Local Jurisdiction and MuniServices, LLC designated by the Local Jurisdiction to request information from the Board shall be subject to the following limitations (Rev. & Tax. Code, § 42103, subd. (g)):

- a) MuniServices, LLC shall, to the same extent as the Board, be subject to Section 55381, relating to unlawful disclosures.
- b) the contract between the Local Jurisdiction and MuniServices, LLC shall not provide, in whole or in part, in any manner a contingent fee arrangement as payment for services rendered.

Section 5. That the information obtained by examination of the Board records shall only be used for purposes related to the collection of the Local Jurisdiction’s prepaid mobile telephony services surcharge and local charges by the Board pursuant to the contract between the Local Jurisdiction and Board, or for purposes related to other governmental functions of the Local Jurisdiction, as identified above in section 2.

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

Section 7. 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

Resolution No. _____
Page 3

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

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

That said Resolution was adopted the following vote:

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER AND MUNISERVICES, LLC TO EXAMINE PREPAID MOBILE TELEPHONY SERVICES SURCHARGE AND LOCAL CHARGE RECORDS FOR THE PURPOSE OF CONFIRMING THE PROPER REMITTANCE OF CHARGES BY RETAILERS.

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
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.

