NOTICE

COMPTON CITY COUNCIL
AGENDA
Tuesday, June 21, 2016
5:30 PM

HEARING(S)

5:35 P.M. PUBLIC HEARING - DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS AND CHARGES WITHIN THE LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2016/2016 (Items #1 & 2)

5:40 P.M. PUBLIC HEARING - DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS AND CHARGES WITHIN THE SEWER SERVICE FOR FISCAL YEAR 2016/2017 (Items #3 & 4)

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

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S LIGHTING AND LANDSCAPE ASSESSMENTS DISTRICT NO. 1 CHARGES FOR FISCAL YEAR 2016/2017

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LIGHTING AND LANDSCAPE DISTRICT NO. 1 FOR FISCAL YEAR 2016/2017

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S SEWER SERVICE CHARGE FOR FISCAL YEAR 2016/2017

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS OF SEWER SERVICE CHARGE FOR FISCAL YEAR 2016/2017

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT WITH FIRE RECOVERY USA, LLC FOR NON-MEDICAL EMERGENCY INCIDENT BILLING AND COST RECOVERY SERVICES FOR A PERIOD OF 24 MONTHS

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AUTHORIZE A SUPPLEMENTAL PURCHASE ORDER WITH PRAXAIR DISTRIBUTION INC. FOR THE PURCHASE OF MEDICAL OXYGEN AND RELATED SUPPLIES FOR THE FIRE DEPARTMENT ($4,000)

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR WINTEC RESOURCES, INC. TO PAY CLOSING BILLS FOR EMERGENCY AMBULANCE BILLING SERVICES RENDERED ($26,731)

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER WITH L. N. CURTIS & SONS TO PURCHASE FIREFIGHTING PERSONAL PROTECTIVE EQUIPMENT IN THE AMOUNT OF $30,524.40

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY'S PARTICIPATION IN THE iSHOPBEST SOFTWARE DEMONSTRATION PROJECT WITH CAPSOFT, LLC

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONSTRUCTION OF THE STREET REHABILITATION PROJECT CDBG# 13-02 AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON IN SUPPORT OF LOS ANGELES COUNTY SUPERIOR COURT'S COMMUNITY COLLABORATIVE COURTS PROGRAM

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING ASSEMBLY BILL 1673 - EXPANDED "FIREARMS" DEFINITION

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, June 28, 2016 @ 5:30 PM.

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

View Meetings Live at
http://www.comptoncity.org/officials/clerk/agendas/video.asp

#1.

June 21, 2016

TO: **MAYOR AND CITY COUNCIL MEMBERS**

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

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S LIGHTING AND LANDSCAPE ASSESSMENTS DISTRICT NO. 1 CHARGES FOR FISCAL YEAR 2016/2017**

SUMMARY

This resolution will approve the Engineer's Report for the Lighting and Landscape Assessment District No. 1 Charges for Fiscal Year 2016/2017.

BACKGROUND

At the City Council meeting held on May 10, 2016 the City Council adopted resolutions Initiating Proceedings, accepting the Preliminary Engineer's report Declaring its Intent to Levy and Collect Assessments and Charges, and appoint a time and place for hearing protests for the Lighting and Landscape District Charge for fiscal year 2016/2017.

The time for the hearing of protests was set for June 21, 2016 at 5:35 P.M. to be held in the City Council Chambers, 205 South Willowbrook Avenue, Compton, California.

STATEMENT OF THE ISSUE

These funds are required to operate the street lighting and landscaping in the City of Compton for fiscal year 2016/2017.

RECOMMENDATION

Staff recommends approval of the attached resolution.

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

APPROVED FOR FORWARDING:

ROGER L. HALEY
CITY MANAGER

#1.

RESOLUTION NO.____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S LIGHTING AND LANDSCAPE ASSESSMENTS DISTRICT NO. 1 CHARGES FOR FISCAL YEAR 2016/2017

WHEREAS, the City Council pursuant to provisions of the *Landscaping and Lighting Act of 1972 (commencing with Section 22500) Part 2, Division 15 of the California Streets and Highways Code* (hereinafter referred to as the "Act") and provisions of the City of Compton Municipal Code (hereinafter referred to as the "Municipal Code") did by previous Resolution, order the preparation of the fiscal year 2016/2017 Engineer's Report for the Lighting and Landscape District No. 1 Charge (hereinafter referred to collectively as the "Districts"), and

WHEREAS, the City Council pursuant to applicable provisions of the Act or Municipal Code proposes to levy and collect assessments and charges against lots and parcels of land within the Districts for the fiscal year 2016/2017, to pay the maintenance, servicing and operation of the improvements related thereto, and

WHEREAS, Willdan Financial Services (The designated Engineer) in accordance with *Section 22623* of the Act and provisions of the Municipal Code, has prepared and filed with the City Clerk an Engineer's Report for fiscal year 2016/2017 and said report has been presented to the City Council and is incorporated herein by reference, and

WHEREAS, this City Council has examined and reviewed the Engineer's Report as presented, and is preliminarily satisfied with the description of the Districts, the improvements identified therein, each of the budget items and documents as set forth, and is satisfied that the proposed assessments and charges have been spread proportionately in accordance with the special benefit each property receives from the improvements, operation, maintenance and services to be performed, as set forth in said Engineer's Report or as modified by Council action and incorporated herein.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The Engineer's Report as presented is hereby approved pursuant to *Section 22623* of the Act and provisions of the Municipal Code, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

SECTION 3. Copies of this resolution shall be filed in the offices of the City Manager, City Controller and Public Works Departments.

#1.

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

ADOPTED this ____ day of ____________________, 2016.

____
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 ________________, 2016.

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

#1.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S LIGHTING AND LANDSCAPE ASSESSMENTS DISTRICT NO. 1 CHARGES FOR FISCAL YEAR 2016/2017**

Glen Kau — **5/25/2016 6:26:54 PM**

DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Merle Greene — **6/16/2016 11:02:55 AM**

CITY ATTORNEY — DATE

Austin Okonta — **6/9/2016 3:42:18 PM**

CITY CONTROLLER — DATE

Roger Haley — **5/26/2016 10:28:12 AM**

CITY MANAGER — DATE

Use when:

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

June 21, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LIGHTING AND LANDSCAPE DISTRICT NO. 1 FOR FISCAL YEAR 2016/2017

SUMMARY

This resolution will approve the Ordering of the Levy and Collection of Assessments Charges on the Lighting and Landscape District No.1 for Fiscal Year 2016/2017.

BACKGROUND

At the City Council meeting held on May 10, 2016, the City Council adopted resolutions Initiating Proceedings, accepting the Preliminary Engineering Report, Declaring its Intent to Levy and Collect Assessments and Charges, and appoint a time and place for hearing protests for the Lighting and Landscape District No. 1 for fiscal year 2016/2017.

The time for the hearing of protests is set for June 21, 2016 at 5:35 P.M. to be held in the City Council Chambers, 205 South Willowbrook Avenue, Compton, California.

STATEMENT OF THE ISSUE

These funds are required to operate the street lighting and landscaping in the City of Compton for fiscal year 2016/2017. The action of this meeting is to hold the noticed public hearing. The City Council will receive public comments and make any revisions deemed essential.

RECOMMENDATION

Staff recommends approval of the attached resolution.

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

APPROVED FOR FORWARDING:

ROGER L. HALEY
CITY MANAGER

#2.

RESOLUTION NO.____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LIGHTING AND LANDSCAPE DISTRICT NO. 1 FOR FISCAL YEAR 2016/2017

WHEREAS, the City Council of the City of Compton has by previous resolution initiated proceedings and declared its intention to levy and collect assessments against lots and parcels of land within the Landscape and Lighting District No.1 (hereinafter referred to as the "District") for fiscal year 2016/2017, pursuant to the provisions of the Landscaping and Lighting Act of 1972. Part 2 of Division 15 of the California Streets and Highways Code, commencing with Section 22500 (hereinafter referred to as the "Act"); and

WHEREAS, the designated Assessment Engineer, Willdan Financial Services has prepared and filed with the City Clerk of the City of Compton and the City Clerk has presented to the City Council the Engineer's Report (hereinafter referred to as the "Report") in connection with the proposed levy and collection of special benefit assessments upon eligible parcels of land within the District, and the City Council did by previous Resolution approve such Report; and

WHEREAS, the City Council desires to levy and collect assessments against parcels of land within the District for the fiscal year commencing July 1, 2016 and ending June 30, 2017, to pay the costs and expenses of operating, maintaining and servicing landscaping, lighting and appurtenant facilities located within the District; and

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

SECTION 1. The above recitals are true and correct.

SECTION 2. Following notice duly given, the City Council has held a full and fair Public Hearing regarding its Resolution approving or amending the Report prepared in connection herewith; the levy and collection of assessments, and considered all oral and written statements, protests and communications made or filed by interested persons.

SECTION 3. Based upon its review (and amendments, as applicable) of the Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, the City Council hereby finds and determines that:

a) The land within the District will receive special benefit by the operation, maintenance and servicing of landscaping, lighting and appurtenant facilities within the boundaries of the District.

b) The District includes all of the land receiving such benefit.

c) The net amount to be assessed upon the lands within the District has been apportioned by a formula and method, which fairly distributes the net amount among the eligible parcels in proportion to the special benefit to be received by each parcel from the improvements and services for the fiscal year commencing July1, 2016 and ending June 30, 2017.

#2.

d) The proposed special benefit assessment calculated and apportioned for fiscal year 2016/2017 are consistent with the previously adopted Rate and Method and constitute a continuation of existing assessments. That the assessments are imposed exclusively to finance the maintenance, operation and servicing expenses for streets.

SECTION 4. The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as the maintenance, operation, administration and servicing of the improvements including streetlights, traffic signals, landscaping including turf, ground cover, shrubs and trees, irrigation systems, drainage systems, and all appurtenant facilities related thereto or that may be authorized pursuant to the provisions of the Act.

SECTION 5. The County Auditor of Los Angeles County shall enter on the County Assessment Roll opposite each parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer and placed in a fund for the District.

SECTION 6. The City Treasurer shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the City of Compton Lighting and Landscape District No.1, and such money shall be expended only for the maintenance, operation and servicing of the improvements as described in the Report.

SECTION 7. The adoption of this Resolution constitutes the District annual levy for the fiscal year commencing July 1, 2016 and ending June 30, 2017.

SECTION 8. The Assessment Engineer selected by the City Council is hereby authorized and directed to file a copy of this Resolution and the assessments with the County Auditor of the County of Los Angeles in August 2016.

SECTION 9. Copies of this resolution shall be filed in the offices of the City Manager, City Controller, and Public Works Engineering Departments.

SECTION 10. The Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _______ day of __________________, 2016.

____
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 ___________________, 2016.

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT:	**Public Works-Engineering**
RESOLUTION TITLE:	**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LIGHTING AND LANDSCAPE DISTRICT NO. 1 FOR FISCAL YEAR 2016/2017**

Glen Kau — **5/25/2016 6:23:21 PM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Merle Greene — **6/16/2016 10:59:25 AM**
CITY ATTORNEY — DATE

Austin Okonta — **6/9/2016 3:38:11 PM**
CITY CONTROLLER — DATE

Roger Haley — **5/26/2016 10:26:39 AM**
CITY MANAGER — DATE

Use when:

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

#3.

June 21, 2016

TO: **MAYOR AND CITY COUNCIL MEMBERS**

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

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S SEWER SERVICE CHARGE FOR FISCAL YEAR 2016/2017**

SUMMARY

This resolution will approve the Engineer's Report for the Sewer Service Charge for fiscal year 2016/2017.

BACKGROUND

At the City Council meeting held on May 10, 2016, the City Council adopted resolutions Initiating Proceedings, accepting the Preliminary Engineer's Report, Declaring its Intention to Levy and Collect Assessments and Charges, and appoint a time and place for hearing protests for the Sewer Service Charge for fiscal year 2016/2017.

The time for the hearing of protests is set for June 21, 2016 at 5:40 P.M. to be held in the City Council Chambers, 205 South Willowbrook Avenue, Compton, California.

STATEMENT OF THE ISSUE

These funds are required to operate the sewer collection system in the City of Compton for fiscal year 2016/2017.

RECOMMENDATION

Staff recommends approval of the attached resolution.

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

APPROVED FOR FORWARDING:

ROGER L. HALEY
CITY MANAGER

#3.

RESOLUTION NO.____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S SEWER SERVICE CHARGE FOR FISCAL YEAR 2016/2017

WHEREAS, the City Council pursuant to provisions of the California Constitution and provisions of the City of Compton Municipal Code (hereinafter referred to as the "Municipal Code") did by previous Resolution, order the preparation of the fiscal year 2016/2017 Engineer's Report for the Sewer Service Charge (hereinafter referred to collectively as the "Districts"), and

WHEREAS, the City Council pursuant to applicable provisions of the Act or Municipal Code proposes to levy and collect assessments and charges against lots and parcels of land within the Districts for the fiscal year 2016/2017, to pay the maintenance, servicing and operation of the improvements related thereto, and

WHEREAS, Willdan Financial Services (The designated Engineer) in accordance with *Section 22623* of the Act and provisions of the Municipal Code, has prepared and filed with the City Clerk an Engineer's Report for fiscal year 2016/2017, and said report has been presented to the City Council and is incorporated herein by reference, and

WHEREAS, this City Council has examined and reviewed the Engineer's Report as presented, and is preliminarily satisfied with the description of the Districts, the improvements identified therein, each of the budget items and documents as set forth, and is satisfied that the proposed assessments and charges have been spread proportionately in accordance with the special benefit each property receives from the improvements, operation, maintenance and services to be performed, as set forth in said Engineer's Report or as modified by Council action and incorporated herein.

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

SECTION 1. The above recitals are true and correct.

SECTION 2. The Engineer's Report as presented is hereby approved pursuant to *Section 22623* of the Act and provisions of the Municipal Code, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

SECTION 3. Copies of this resolution shall be filed in the offices of the City Manager, City Controller and Public Works Departments.

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

ADOPTED this ______ day of ________________, 2016.

____

MAYOR OF THE CITY OF COMPTON

#3.

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 ______________, 2016.

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

#3.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S SEWER SERVICE CHARGE FOR FISCAL YEAR 2016/2017**

Glen Kau	**5/25/2016 6:25:04 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Merle Greene	**6/16/2016 11:01:42 AM**
CITY ATTORNEY	DATE
Austin Okonta	**6/9/2016 3:40:39 PM**
CITY CONTROLLER	DATE
Roger Haley	**5/26/2016 10:27:15 AM**
CITY MANAGER	DATE

Use when:

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

#4.

June 21, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS OF SEWER SERVICE CHARGE FOR FISCAL YEAR 2016/2017

SUMMARY

This resolution will approve Ordering the Levy and Collection of Assessments of Sewer Service Charge for fiscal year 2016/2017.

BACKGROUND

At the City Council meeting held on May 10, 2016, the City Council adopted resolutions Initiating Proceedings, accepting the Preliminary Engineer's Report, Declaring its Intent to Levy and Collect Assessments and Charges, and appoint a time and place for hearing protests for the Sewer Service Charge for fiscal year 2016/2017.

The time for the hearing of protests is set for June 21, 2016 at 5:40 P.M. to be held in the City Council Chambers, 205 South Willowbrook Avenue, Compton, California.

STATEMENT OF THE ISSUE

These funds are required to operate the sewer collection system in the City of Compton for fiscal year 2016/2017. The action of this meeting is to hold the noticed public hearing. The City Council receives public comment and makes any revisions deemed essential.

RECOMMENDATION

Staff recommends approval of the attached resolution.

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

APPROVED FOR FORWARDING:

ROGER L. HALEY
CITY MANAGER

#4.

RESOLUTION NO.____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS OF SEWER SERVICE CHARGE FOR FISCAL YEAR 2016/2017

WHEREAS, the City Council of the City of Compton has by previous resolution initiated proceedings and declared its intention to levy and collect sewer service charges against lots and parcels of land within the City of Compton (hereinafter referred to as the "City") for fiscal year 2016/2017; and

WHEREAS, the designated Assessment Engineer, Willdan Financial Services has prepared and filed with the City Clerk of the City of Compton and the City Clerk has presented to the City Council the Engineer's Report (hereinafter referred to as the "Report") in connection with the proposed levy and collection of sewer service charges upon eligible parcels of land within the City, and the City Council did by previous Resolution approve such Report; and

WHEREAS, the City Council desires to levy and collect service charges against parcels of land within the City for the fiscal year commencing July 1, 2016 and ending June 30, 2017, to pay the costs and expenses of operating, maintaining and servicing sewer facilities located within the City; and

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

SECTION 1. The above recitals are true and correct.

SECTION 2. Following notice duly given, the City Council has held a full and fair Public Hearing regarding its Resolution approving or amending the Report prepared in connection herewith; the levy and collection of service charges, and considered all oral and written statements, protests and communications made or filed by interested persons.

SECTION 3. Based upon its review (and amendments, as applicable) of the Report, a copy of which has been presented to the City Council and which has been filed with the City Clerk, the City Council hereby finds and determines that:

a) The land within the City will be benefited by the operation, maintenance and servicing of the sewer facilities within the boundaries of the City.

b) The City includes all of the land receiving such benefit.

c) The net amount to be charged upon the lands has been apportioned by a formula and method, which fairly distributes the net amount among chargeable parcels in proportion to the estimated benefit to be received by each parcel from the improvements and services for the fiscal year commencing July 1, 2016 and ending June 30, 2017.

d) The proposed charges for fiscal year 2016/2017 constitute a continuation of existing charges. That the charges are imposed exclusively to finance the maintenance, operation and servicing expenses for sewer facilities.

#4.

SECTION 4. The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as the maintenance, operation, administration and servicing of the sanitary sewer system and repayment of a portion of the annual payment on the sewer bonds previously issued for the reconstruction of the sewer system and all appurtenant facilities related thereto.

SECTION 5. The County Auditor of Los Angeles County shall enter on the County Assessment Roll opposite each parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer and placed in a special fund.

SECTION 6. The City Treasurer shall deposit all money representing charges collected by the County to the credit of a fund for the City of Compton Sewer Service Charge, and such money shall be expended only for the maintenance, operation and servicing of the improvements as described in the Report.

SECTION 7. The adoption of this Resolution constitutes the annual levy of the sewer service charge for the fiscal year commencing July 1, 2016 and ending June 30, 2017.

SECTION 8. The Assessment Engineer selected by the City Council is hereby authorized and directed to file a copy of the Resolutions and charges with the County Auditor of the County of Los Angeles no later than August 2016.

SECTION 9. Copies of this resolution shall be filed in the offices of the City Manager, City Controller, and Public Works Departments.

SECTION 10. The Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this __________ day of ___________________, 2016.

____
MAYOR OF THE CITY OF COMPTON

____
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 _________________, 2016.

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

#4.

RESOLUTION SIGN-OFF FORM

DEPARTMENT:	**Public Works-Engineering**
RESOLUTION TITLE:	**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS OF SEWER SERVICE CHARGE FOR FISCAL YEAR 2016/2017**

Glen Kau	**5/25/2016 6:22:08 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Merle Greene	**6/16/2016 10:59:17 AM**
CITY ATTORNEY	DATE
Austin Okonta	**6/9/2016 12:53:26 PM**
CITY CONTROLLER	DATE
Roger Haley	**5/26/2016 10:26:02 AM**
CITY MANAGER	DATE

Use when:

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

#5.

June 21, 2016

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **BRYAN BATISTE, (INTERIM) FIRE CHIEF**
FIRE DEPARTMENT

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT WITH FIRE RECOVERY USA, LLC FOR NON-MEDICAL EMERGENCY INCIDENT BILLING AND COST RECOVERY SERVICES FOR A PERIOD OF 24 MONTHS**

SUMMARY

This resolution authorizes the City Manager to renew the agreement with Fire Recovery USA, LLC for non-medical emergency incident billing and cost recovery services for a period of 24-months (i.e. July 1, 2016 through June 30, 2018).

BACKGROUND

Fire Recovery USA, LLC (“Fire Recovery”) is a company that bills insurance companies for billable services that the Fire Department already provides. Most insurance policies, such as home and auto, have clauses built into them that provides for fire department responses. While this is not a new fact, many fire agencies do not bill due to manpower or lack of knowledge. Fire Recovery will provide the bridge for billing these insurance companies. Services, such as responding to structure fires, vehicle accidents and hazardous material incidents are just a small sample of billable services. Fire Recovery bills specifically for man-hours spent on an incident, use of fire investigators and individual apparatuses assigned to the incident. The list of individual billable items is quite lengthy, but extensive and inclusive. The most important factor is that the citizens of Compton will not be billed themselves, only the insurance companies will receive a bill.

STATEMENT OF ISSUE

Pursuant to Resolution No. 24,018, adopted on September 23, 2014, the City Council authorized a 24-month agreement with Fire Recovery to provide incident recovery billing and cost recovery for the City of Compton Fire Department. The current agreement will expire on June 30, 2016, thus, in order to provide continuity and prevent a stoppage of the current billing and recovery services being provided, staff is requesting that the agreement with Fire Recovery be renewed for an additional 24-months.

#5.

Fire Recovery USA bills insurance companies for various types of services provided. This is no out-of-pocket cost to the City or the citizens. Fire Recovery bills for incident services rendered by the Fire Department and forwards the funds received to the City, less their percentage of 20% for services provided. This percentage is the same that San Bernardino County, Sacramento Metro, and various Inland Empire cities have agreed to have Fire Recovery's percentage deducted for the service provided. Oversight is through an assigned Fire Department liaison, under the direction of the Fire Chief. Both the City Treasurer and City Controller have the ability to monitor the account in real time via a portal.

FISCAL IMPACT

There is no impact to the General Fund. In fact the General Fund will be positively influenced and will experience a new revenue stream. Revenues will be accounted for in Account No. 1001-000-000-3624.

RECOMMENDATION

Staff recommends that Council approve the attached Resolution.

BRYAN BATISTE, (INTERIM) FIRE CHIEF
COMPTON FIRE DEPARTMENT

APPROVED FOR FORWARDING:

ROGER L. HALEY
CITY MANAGER

RESOLUTION NO.__________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT WITH FIRE RECOVERY USA, LLC FOR NON-MEDICAL EMERGENCY INCIDENT BILLING AND COST RECOVERY SERVICES FOR A PERIOD OF 24 MONTHS

WHEREAS, Fire Recovery USA, LLC ("Fire Recovery") is a company that bills insurance companies for billable services that the Fire Department already provides; and

WHEREAS, most insurance policies, such as home and auto, have clauses built into them that provides for fire department responses, however many fire agencies do not bill due to manpower or lack of knowledge; and

WHEREAS, Fire Recovery provides the bridge for billing insurance companies for man-hours spent on an incident, use of fire investigators and individual apparatuses assigned to the incident provided by the Fire Department; such as, responding to structure fires, vehicle accidents, fire investigations, hazardous materials spills and other incidents; and

WHEREAS, pursuant to Resolution No. 24,018, adopted on September 23, 2014, the City Council authorized a 24-month agreement with Fire Recovery to provide incident recovery billing and cost recovery for the City of Compton Fire Department. The current agreement will expire on June 30, 2016; and

WHEREAS, this firm has proven to be dependable and performs quality work and has a proven track record in the industry, especially in California, and will provide a continuing revenue stream for the City and will not require any additional fire or City personnel throughout the course of the agreement.

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

Section 1. The City Manager, upon the advice and approval of the City Attorney is hereby authorized to renew the agreement with Fire Recovery USA, LLC for non-medical emergency incident billing and cost recovery services for a period of 24-months (i.e. July 1, 2016 through June 30, 2018).

Section 2.. That compensation for services rendered by Fire Recovery USA, LLC shall be set at 20% of the funds collected on behalf of the City.

Section 3. That 80% of the revenue collected by Fire Recovery USA, LLC on behalf of the City shall be deposited in Revenue Account No. 1001 000 000 3624 of the Fire Department's annual budget.

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

#5.

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

ADOPTED this ____ day of ______________, 2016.

____
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 _____________, 2016.

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

INCIDENT RECOVERY BILLING AGREEMENT
BETWEEN
CITY OF COMPTON
AND
FIRE RECOVERY USA, LLC

This **AGREEMENT**, is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California, located at 205 South Willowbrook Avenue, Compton, California 90220 (hereinafter referred to as **"CITY"**), and **FIRE RECOVERY USA, LLC**, a California limited liability company, located at 2271 Lava Ridge Court, Suite 120, Roseville, California 95661 (hereinafter referred to as **"CONTRACTOR"**). The **CONTRACTOR** and the **CITY** are referred to herein individually as a "party" and collectively as the "parties."

RECITALS:

WHEREAS, the City of Compton Fire Department is responsible for responding to motor vehicle incidents and other emergency situations within the City of Compton; and

WHEREAS, in order to provide and maintain such emergency response services it is necessary for the City to bill and collect from the users of such services and/or their public or private insurance carriers; and

WHEREAS, it is more effective, efficient and in the best financial interest of the City to utilize the services of a professional and experienced third party billing service to bill and collect from the users and/or their insurance carriers for such services rendered by the City; and

WHEREAS, Fire Recovery USA, LLC (Contractor) engages in the business of performing billing services for United States Fire Departments in connection with the motor vehicle incidents and other emergency situations at which the fire departments provide emergency services; and

WHEREAS, Contractor represents that it is specially trained, experienced and competent to bill and collect for such services rendered by the Compton Fire Department and desires to handle such accounts as may be referred to it by the City; and

WHEREAS, by Resolution No. ______, adopted on the __ day of ______ 2016, the City Council authorized the City Manager to award a contract to Contractor; and

WHEREAS, Contractor is willing to render such billing and collection services on the following terms and conditions.

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

#5.

AGREEMENT:

1. <u>Services to be Rendered by Contractor.</u> It is the mutual understanding of the parties that the Contractor shall be responsible for performing and providing the following services:

- Bill the responsible party on the City's behalf for services provided/rendered by the Compton Fire Department during motor vehicle incidents and other emergency incidents. The billing rates (mitigation fees) shall be pursuant to the "Fee Schedule" contained in Chapter 22, Section 22-3 of the City of Compton Municipal Code. Billing Services to be provided by Contractor do not include billings for emergency medical services rendered/provided by the Compton Fire Department.

- Provide, as a normal matter of business, entry of claims and submission to the responsible party, collections of monies deemed due to the City, payments of the agreed upon percentage of said monies to the City and reporting of progress.

- Reimburse to the City a portion of the monies collected at a rate of eighty percent (80%) of the total monies collected on the City's claims on a monthly basis, within seven (7) working days after the close and accounting of the monthly billing cycle.

- Make available reports via a password protected website to the City (Compton Fire Department authorized personnel), which shall detail billable claims outstanding (which are claims submitted but not yet completed) and claims completed in the prior billing cycle.

- Contractor shall not initiate or pursue litigation against a person, entity or insurance carrier without prior written approval of the City.

- Contractor will exercise due diligence to effect the collection of all accounts referred by the City and will employ such lawful means, methods, and procedures as in its judgment, discretion and experience it believes will effect collections and/or settlements. In the billing of and attempted collection on accounts under this Agreement, Contractor will not harass or exert undue pressure on delinquent debtors or employ any procedure that would cast discredit on the City or subject the City or its officials to public disapproval.

- Contractor will accept for billing and collection, on the terms and conditions herein set forth, such unpaid accounts as the City shall refer to the Contractor.

Contractor shall perform services in addition to those specified in the preceding paragraph when requested to do so in writing by the City. Compensation for any additional services requested by the City and performed by the Contractor shall be as provided in Section 3, below.

It is understood and agreed that Contractor has the professional skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement and that the City relies upon the professional skills of Contractor to do and perform Contractor's work in a skillful and professional manner.

Contractor acknowledges that in entering into this Agreement the City is relying on Contractor's skills and experience to do and perform the services in accordance with best standards of professional practice. Contractor 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.

Contractor services hereunder shall be performed in a good, workmanlike and professional manner. Contractor shall be responsible for correcting and completing all errors and omissions related to the services provided by the Contractor 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 Contractor to meet the standards of its profession as set forth in the preceding paragraph. Notwithstanding the above, it is understood by the Parties that Contractor shall not be responsible for, nor accept liability for any erroneous, invalid or illegal procedure codes or claims submitted by the Compton Fire Department on Run Sheets.

Contractor will be responsible for employing or engaging all persons necessary to perform the services. All of Contractor's staff will be qualified by training and experience to perform their assigned tasks. Contractor 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. M. Craig Nagler, Manager of Contractor, shall be primarily responsible for representing Contractor in performance of this Agreement.

Acceptance by the City of the services performed under this Agreement does not operate as a release of Contractor from such professional responsibility for the services performed.

2. <u>Duration of Contract.</u> The term of this Agreement shall for a period of Twenty Four (24) months, July 1, 2016 through June 30, 2018, unless this Agreement is terminated sooner as provided herein.

3. <u>Collection and Deposit of Funds.</u> A deposit system shall be employed for all funds received for payment of emergency events processed and invoiced on City's behalf by the Contractor. Checks, and other forms of payment, received from third parties and insurance companies shall be deposited directly into a Trust Account owned and maintained by the Contractor. Credit card payments made using VISA, MasterCard and Discover cards shall be deposited into the same Trust Account. All payments shall be reconciled and compensation owed to the City shall be remitted on a monthly basis to the City, but shall be accessible for tracking by the City on "therecoveryhub.com" software as payments are applied either by check (including cash) or credit card. The City shall have 24-hour a day, 365 days a year access to the web-based software to track and review payments and balances owed. The payment cycle used by the Contractor runs from the 25th of the month to the 24th of the following month and payments owed to the City shall be remitted no later than the 7th of the next month. Notwithstanding the foregoing, the City shall have be entitled to receive remittance of payments owed to the City on the 15th of each month provided the balance owed the City in the 15th of the month exceeds $10,000.00. Additionally, if at any time the remittance owed the City exceeds $30,000.00 within the month, the Contractor shall remit the payment owed the City forthwith.

4. Compensation. The method of payment for this Agreement shall be based on a commission basis. Contractor understands and agrees that the maximum compensation to be paid for all services performed by the Contractor is limited to an amount not to exceed **Twenty Percent (20%)** of all amounts **collected** by the Contractor on behalf of the City for the Compton Fire Department's provision of emergency incident respond services.

The total price paid the Contractor includes compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the 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 Contractor and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City and Contractor. The City shall not be liable for payment of any additional services unless and until an executed written request for such additional services has been transmitted from the City to the Contractor.

Notwithstanding the above provisions, the Contractor shall not receive any fees, commissions or payments in any form whatsoever, from the City for collection of funds from Delinquent Accounts which the Contractor has deemed "Uncollectable." The Contractor shall not tender any Delinquent Accounts to a Collection Agency. For purposes of this Agreement, "Collection Agency" shall mean any person, group or entity other than the Contractor who receives a fee, commission or payment for the purposes of collecting amounts due on Delinquent Accounts other than accounts receivable.

Contractor shall remit the monies owed to the City **(80% of total amounts collected)** on a monthly basis. Monies owed to the City shall be delivered to the **Chief of the Compton Fire Department** at the following address: Compton Fire Department of the City of Compton, 201 South Acacia Avenue, Compton, California 90220.

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

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

6. Subcontracting. Contractor will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Contractor subcontracts any of the services, Contractor will be fully responsible to City for the acts, errors and omissions of

Contractor's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Contractor and City. Contractor will be responsible for payment of subcontractors. Contractor will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Contractor's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

7. **Non-Exclusive Relationship**. Contractor may represent, perform services for, and contract with as many additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.

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

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

9. **Successors, Assignment and Delegation.** City and the Contractor 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 Contractor is a material consideration for this Agreement. Contractor shall not assign or transfer any interest in this Agreement or the performance of any of Contractor's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer, without the prior written consent of the parties, of either party's rights, duties or obligations arising under this Agreement shall be null and void.

10. **Ownership of Materials.** All electronic and hardcopy data, reports, billing records, collection records, and other work product created or assembled by it in the course of performing the services ("Work Product") hereunder are works for hire for the benefit of the City and as such is the sole property of the City, whether or not the services are completed. To the extent that such materials and work product do not constitute work for hire, in consideration of the payments and other covenants of the City, as set forth or called for herein, Contractor hereby sells, transfers, conveys and assigns any and all of its rights therein to the City. In the event this Agreement is terminated, all Work Product produced by Contractor or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement.

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 Contractor.

11. Indemnification. Contractor shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall indemnify and save them 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 acts, errors or omissions or willful misconduct of the Contractors, its officers, employees, subcontractors or agents in the performance of the duties undertaken by Contractor 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.

12. Insurance. Without limiting the Contractor's indemnification of the City, Contractor 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 Contractor or Contractor'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 Contractor to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.*** All insurance required hereunder shall be primary with respect to any insurance maintained by the City.

Coverages and Limits. Contractor 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 Contractor'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 Contractor pursuant to this Agreement are adequate to protect Contractor. The coverage will contain no special limitations on the scope of its protection to the below-indicated insureds except for Workers Compensation and errors and omissions insurance, if applicable. Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense.

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

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

12.3 Crime Coverage. $100,000 per occurrence against loss of money, as applicable to this Agreement, for employee and subcontractor dishonesty, forgery or alteration, theft, disappearance and destruction, computer fraud, or burglary and robbery.

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

12.5 Professional Liability. Errors and omissions liability appropriate to Contractor'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.

Endorsements. For Commercial General Liability Insurance, Automobile Liability Insurance and Crime Coverage, Contractor 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 insureds"** with respect to liability arising out of the activities of the Contractor. 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, Contractor will furnish certificates of insurance and endorsements to City.***

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

Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement.

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

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

14. Warranties. Contractor represents and warrants (i) that Contractor has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with Contractor's undertaking this relationship with the 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 Contractor will not use in the performance of its responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that Contractor has not knowingly entered into and/or will enter into any agreement (whether oral or written) in conflict with this Agreement.

15. General Compliance with Laws. The Contractor will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Contractor, or in any way affect the performance of the services by Contractor. Contractor 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.

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

17. Confidential Information and Assignments.

17.1 Any written, printed, graphic, or electronically or magnetically recorded information furnished by Compton Fire Department for Contractor's use are the sole property of Fire Department. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Fire Department's employees, products, services, prices, operations, and subsidiaries. Contractor will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Fire Department's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Contractor's employees, agents, and subcontractors. On termination of this Agreement, Contractor will return any confidential information in Contractor's possession to fire Department.

17.2 Any written, printed, graphic, electronically or magnetically recorded information, computer-based hardware, software, applications, software scripts, or software links furnished by Contractor for Fire Department's use are the sole property of Contractor. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning the Contractor's employees, products, services, prices, operations, and subsidiaries. Fire Department will keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with the Contractor's approval, and only to the extent necessary to perform the services under this Agreement. This prohibition also applies to Fire Department's employees, agents, and subcontractors. On termination of this Agreement, Fire Department will return any confidential information in Fire Department's possession to Contractor.

18. Maintenance of Records. Contractor will maintain complete and accurate records with respect to books of account, invoices, vouchers, canceled checks, costs incurred and other records or documents evidencing or relating to work, services, collections and disbursements 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.

19. Termination.

19.1 Termination on Notice. Notwithstanding any other provisions of this Agreement, either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.

19.2 Termination on Default. Except as provided otherwise within this Agreement, if either party defaults in the performance of this Agreement or materially breaches any of its provisions, the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination shall take effect on receipt of notice by the breaching party or five (5) days after mailing of notice, whichever occurs first.

19.3 In the event of termination of this Agreement, for whatsoever reason, Contractor will cease the billings and collections on all accounts submitted by City and shall promptly return such accounts, including any applicable files, to City along with all collections due City.

19.4 Upon termination by either party, Contractor shall be entitled to any undisputed commission for services/collections performed to the effective date of termination. Contractor agrees to submit a final report to City within thirty (30) days after the effective date of termination of this Agreement on the status of all billed and uncollected accounts.

20. 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.

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

22. 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.

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

24. 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.

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

26. 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.

27. 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 fifth day after the deposit thereof in the United States mail, postage prepaid and addressed as hereinafter provided, or (c) one business day after send by facsimile transmission.

To Contractor:	**Fire Recovery USA, LLC** **2271 Lava Ridge Court, Suite 120** **Roseville, California 95661** **Attn: Craig Nagler, Manager** **(888) 640-7222** **(916) 943-1661 – fax.**
With copy to:	**The Watkins Firm, APC** **4275 Executive Square, Suite 1020** **La Jolla, California 92037** **Attn: Chris Popov, Esquire** **(858) 775-9444** **(858) 777-3536 – fax.**
To City:	**City of Compton** **201 South Acacia Avenue** **Compton, California 90220** **Attn: Fire Chief, Compton Fire Department** **(310) 605-5670** **(310) 632-8414 – fax.**
With copy to:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager**

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.

28. **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.

The Parties hereto hereby waive their rights to trial by jury with respect to any dispute arising under this Agreement or any transaction document. No party shall be awarded punitive or other exemplary damages respecting any dispute arising under this Agreement or any transaction document contemplated hereby.

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

FIRE RECOVERY USA, LLC
CONTRACTOR

By ____ **Dated:** ________________
M. Craig Nagler, Manager

CITY OF COMPTON
Recommended for Approval:

By ____ **Dated:** _________________
Bryan Batiste, (Interim) Fire Chief
Compton Fire Department

Approved:

Dated: ________________ **By**___________________________________
Roger L. Haley, City Manager

Approved as to form:

By ___________________________________ **Dated: _________________**
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _______________ **By ________________________________**
Alita Godwin, City Clerk

#5.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Fire Department**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE AGREEMENT WITH FIRE RECOVERY USA, LLC FOR NON-MEDICAL EMERGENCY INCIDENT BILLING AND COST RECOVERY SERVICES FOR A PERIOD OF 24 MONTHS**

Bryan Batiste	**6/13/2016 5:40:00 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**6/16/2016 12:20:12 PM**
CITY ATTORNEY	DATE
Austin Okonta	**6/16/2016 12:10:26 PM**
CITY CONTROLLER	DATE
Roger Haley	**6/16/2016 10:33:51 AM**
CITY MANAGER	DATE

Use when:

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

June 21, 2016

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **BRYAN BATISTE, (INTERIM) FIRE CHIEF**
COMPTON FIRE DEPARTMENT

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AUTHORIZE A SUPPLEMENTAL PURCHASE ORDER WITH PRAXAIR DISTRIBUTION INC. FOR THE PURCHASE OF MEDICAL OXYGEN AND RELATED SUPPLIES FOR THE FIRE DEPARTMENT ($4,000)**

SUMMARY

This resolution authorizes a purchase order in the amount of $4,000 with Praxair Distribution Inc. to purchase needed medical oxygen and supplies for the Fire Department

BACKGROUND

The Fire Department currently operates three Paramedic units, two Basic Life Support ambulances, four engines companies and one truck company. These units must be stocked at all times with medical oxygen and equipment to levels that are needed to provide care for the sick and injured.

STATEMENT OF ISSUE

Praxair Distribution inc. is the Department's main medical oxygen and supplies provider. Rates and quotes were requested of Airgas, Air Source Industries and Praxair Distribution Inc. Airgas would not give quote stating their hesitations in dealing with the City due to slow payment practices. Air Source will only accept cash or a credit card because of the City's past payment policy; i.e. net 30 days. This left Praxair as the option best for the City. Praxair is the current vendor and provides satisfactory service. Prices continue to remain competitive.

ALTERNATIVE

Alternatives are to use a City credit card to pay vendor or search for other vendors not in our immediate area that will accept purchase orders.

#6.

FISCAL IMPACT

There is no further impact to the 2015/16 fiscal year budget. Sufficient funds have been budgeted in Account No.: 1001690004240 of the Fire Department's budget.

RECOMMENDATION

It is the recommendation of staff that the City Council adopt the attached Resolution.

BRYAN BATISTE, FIRE CHIEF
COMPTON FIRE DEPARTMENT

APPROVED FOR FORWARDING:

ROGER L. HALEY
CITY MANAGER

#6.

RESOLUTION NO. ____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AUTHORIZE A SUPPLEMENTAL PURCHASE ORDER WITH PRAXAIR DISTRIBUTION INC. FOR THE PURCHASE OF MEDICAL OXYGEN AND RELATED SUPPLIES FOR THE FIRE DEPARTMENT ($4,000)

WHEREAS, medical oxygen and supplies are needed for daily Fire Department operations; and

WHEREAS, Praxair Distribution, Inc. has continuously provided the Fire Department with said supplies at prices that are competitive and in the best interest of the City; and

WHEREAS, the Fire Department wishes to utilize the specialized services of Praxair Distribution, Inc. to provide medical oxygen and supplies for it emergency medical operations; and

WHEREAS, Praxair is a local business which makes it convenient and has become a reliable partner of the Fire Department.

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

SECTION 1. That the City Manager is hereby authorized to issue a purchase order to Praxair Distribution, Inc. in an amount not to exceed $4,000.00 for the purchase of medical oxygen and related supplies.

SECTION 2. That funds in the amount of $4,000.00 are available in the Fire Department's 2015-2016 Fiscal Year budget in Account No. 1001 690 000 4240.

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

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

ADOPTED this _______ day of _____________, 2016.

____

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

#6.

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 _________________, 2016.

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

#6.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Fire Department**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AUTHORIZE A SUPPLEMENTAL PURCHASE ORDER WITH PRAXAIR DISTRIBUTION INC. FOR THE PURCHASE OF MEDICAL OXYGEN AND RELATED SUPPLIES FOR THE FIRE DEPARTMENT ($4,000)**

Bryan Batiste	**6/13/2016 5:40:32 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**6/16/2016 12:22:06 PM**
CITY ATTORNEY	DATE
Austin Okonta	**6/16/2016 12:18:44 PM**
CITY CONTROLLER	DATE
Roger Haley	**6/16/2016 10:48:28 AM**
CITY MANAGER	DATE

Use when:

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

#7.

June 21, 2016

TO: MAYOR AND COUNCIL MEMBERS

FROM: BRYAN BATISTE, (INTERIM) FIRE CHIEF
FIRE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR WINTEC RESOURCES, INC. TO PAY CLOSING BILLS FOR EMERGENCY AMBULANCE BILLING SERVICES RENDERED ($26,731)

SUMMARY

This resolution authorizes the City Manager to issue a purchase order for Wintec Resources, Inc. ("Wintec") in the amount of $26,731.00 as final payment for emergency ambulance billing services rendered by Wintec.

BACKGROUND

The City of Compton currently operates three (3) Advanced Life Support and two (2) Basic Life Support ambulances. Emergency ambulance billing is a specialized and ever changing service. Those involved must constantly keep up with current federal, state and local regulations to maximize reimbursement from insurance companies, medi-care, cash payers and medi-cal. Much time and effort is needed to be successful. The City has contracted with third-party billing companies to provide this service for over fifteen (15) years. The City has contracted with Wintec to provide billing services for a number of years. The last contract with Wintec, authorized pursuant to Resolution No. 23,721, was for a period of three (3) years (i.e. July 1, 2012 through June 30, 2015).

STATEMENT OF ISSUE

The Fire Department ("Department") has been mitigating into electronic submission of emergency ambulance services in the field and away from the use of hard copies. In anticipation of the need to award another contract for provision of billing services, Department staff, along with Dr. Geron Sheppard, the Department Medical Director, met with three (3) third party vendors who provide medical billing services; to wit: Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, Wittman Enterprises and Wintec Resources, Inc. In addition to its extensive experience in the field of emergency medical services billing and revenue collections and state-of-art technology, Advanced Data Processing, Inc. ("Advanced Data") services fees are 6.25% of the net monies collected on behalf of the City – the lowest proposed fee among the three (3) providers considered. Thus, based on recommendations of staff, on April 12, 2016, the City Council awarded a multi-year contract to Advanced Data.

Although there were revenues collected by Wintec for services they rendered prior to the City awarding the billing services contract to Advanced Data, the City does not allow Wintec to collect their fees prior to the City receiving the total funds, thus, it is necessary that a purchase order be issued to close out the account with Wintec.

FISCAL IMPACT

There is no further impact to the 2015/16 Fiscal Year budget. Remaining funds collected by Wintec will be invoiced at their contracted fee 7.5% and covered by collected revenues. Funds in the amount of $26,731.00 are budgeted in Account No. 1001-690-000-4262.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

BRYAN BATISTE, (INTERIM) FIRE CHIEF
COMPTON FIRE DEPARTMENT

APPROVED FOR FORWARDING:

ROGER L. HALEY
CITY MANAGER

RESOLUTION NO. ___________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR WINTEC RESOURCES, INC. TO PAY CLOSING BILLS FOR EMERGENCY AMBULANCE BILLING SERVICES RENDERED ($26,731)

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

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

WHEREAS, emergency ambulance billing is a highly specialized and tedious process, requiring intimate knowledge of current and applicable federal, state and local regulations; and

WHEREAS, it is more effective, efficient and in the best interest of the City for emergency ambulance services to be billed by a professional and experienced third party billing service; and

WHEREAS, the City has contracted with Wintec Resources, Inc. ("Wintec") to provide emergency ambulance billing services for a number of years, most recently for a period of three (3) years (i.e. July 1, 2012 through June 30, 2015); and

WHEREAS, the Fire Department has been mitigating into electronic submission of emergency ambulance services in the field and away from the use of hard copies and in anticipation of the need to award another contract for provision of billing services, staff met with three (3) third party vendors who provide medical billing services; to wit: Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, Wittman Enterprises and Wintec Resources, Inc.; and

WHEREAS, based on recommendations of staff, on April 12, 2016, the City Council awarded a multi-year contract to Advanced Data; and

WHEREAS, although there were revenues collected by Wintec for services they rendered prior to the City awarding the billing services contract to Advanced Data, the City does not allow Wintec to collect their fees prior to the City receiving the total funds, thus, it is necessary that a purchase order be issued to close out the account with Wintec; and

WHEREAS, Funds in the amount of $26,731.00 are budgeted in Account No. 1001-690-000-4262.

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

Section 1. That the City Manager is hereby authorized to issue a purchase order in the amount of Twenty Six Thousand Seven Hundred Thirty One Dollars ($26,731.00) for Wintec Resources, Inc. to pay final invoices due for emergency ambulance billing and collection services rendered.

Section 2. That funds in the amount of $26,731.00 are available in Account No. 1001-690-000-4262.

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

#7.

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

ADOPTED this ____ day of _________________, 2016.

____
MAYOR OF THE CITY OF COMPTON

ATTEST:

____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, do hereby certify that the forgoing Resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on ____ day of ___________________, 2016.

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

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

____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT:	**Fire Department**
RESOLUTION TITLE:	**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER FOR WINTEC RESOURCES, INC. TO PAY CLOSING BILLS FOR EMERGENCY AMBULANCE BILLING SERVICES RENDERED ($26,731)**

Bryan Batiste	**6/13/2016 5:39:22 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**6/16/2016 1:35:25 PM**
CITY ATTORNEY	DATE
Austin Okonta	**6/16/2016 12:07:04 PM**
CITY CONTROLLER	DATE
Roger Haley	**6/16/2016 10:30:31 AM**
CITY MANAGER	DATE

Use when:

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

June 21, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: BRYAN BATISTE, (INTERIM) FIRE CHIEF
FIRE DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER FOR L. N. CURTIS & SONS TO PURCHASE FIREFIGHTING PERSONAL PROTECTIVE EQUIPMENT IN THE AMOUNT OF $30,524.40

SUMMARY

Adoption of this resolution by City Council will authorize the City Manager to approve a purchase order with L. N. Curtis & Sons in the amount of $30,524.40. The purchase order will enable the Fire Department ("Department") to purchase 15 new sets of personal protective equipment.

BACKGROUND

The Department is required to maintain personal protective equipment used by firefighters during emergency incidents. The equipment is exposed to toxins and wear and tear during fire fighting activities. There are multiple members that are in need of new equipment as their equipment has been deemed out of service and does not provide the adequate protection. The purchase order will allow the Department to purchase 15 new sets of personal protective equipment. The cost for one pair with tax and shipping is two thousand thirty four dollars and ninety six cents, ($2,034.96). Other than for new fire fighters, the Department has not had to purchase many sets of personal protective equipment since being awarded an Assistance Firefighters grant in 2010. The supply of equipment from the grant is depleted.

STATEMENT OF ISSUE

L. N. Curtis & Sons is the Department's current approved vendor to provide the equipment at the current specifications. There are no other vendors that manufacture the equipment at our specifications.

ALTERNATIVE

The alternative is to seek grant funding for the funds needed to purchase mandatory personal equipment.

#8.

FISCAL IMPACT

There is no further impact as funds are available in Fire Department's budget in Account No. 10016900004240.

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution.

BRYAN BATISTE, (INTERIM) FIRE CHIEF
COMPTON FIRE DEPARTMENT

APPROVED FOR FORWARDING:

ROGER L. HALEY
CITY MANAGER

#8.

RESOLUTION NO. ____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER FOR L. N. CURTIS & SONS TO PURCHASE FIREFIGHTING PERSONAL PROTECTIVE EQUIPMENT IN THE AMOUNT OF $30,524.40

WHEREAS, the Fire Department is required to provide personnel with the safety gear, needed to perform their jobs; and

WHEREAS, L. N. Curtis & Sons is the Fire Department's current supplier of firefighting equipment and can supply the merchandise in a reasonable time frame and at the best price and service available; and

WHEREAS, L.N. Curtis & Sons won the bid to manufacture the Fire Departments current specifications of safety gear and has been the vendor for six years; and

WHEREAS, there are multiple members that have current safety gear that has been deemed out of service and unsafe by the Fire Departments repair and maintenance company; and

WHEREAS, the purchase will provide 15 pairs of safety gear for firefighting activities, and

WHEREAS, funds for this payment has been allocated in the Fire 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 is authorized to establish purchase orders for L. N. Curtis & Sons in an amount not to exceed thirty thousand five hundred twenty four dollars and forty eight cents ($30,524.40).

Section 2. That funds for said purchase order shall come from the Fire Department's 2015-2016 Fiscal Year Budget, Account No. **1001 690 000 4240.**

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

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

ADOPTED this ___ day of ___________, 2016

____
MAYOR OF THE CITY OF COMPTON

ATTEST:

____
CITY CLERK OF THE CITY OF COMPTON

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

#8.

I, Alita Godwin, City Clerk of the City of Compton, do hereby certify that the forgoing Resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on __ day of _______________, 2016.

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

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

____
CITY CLERK OF THE CITY OF COMPTON

#8.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Fire Department**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER WITH L. N. CURTIS & SONS TO PURCHASE FIREFIGHTING PERSONAL PROTECTIVE EQUIPMENT IN THE AMOUNT OF $30,524.40**

Bryan Batiste	**6/13/2016 5:41:13 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**6/16/2016 2:01:36 PM**
CITY ATTORNEY	DATE
Austin Okonta	**6/16/2016 12:20:52 PM**
CITY CONTROLLER	DATE
Roger Haley	**6/16/2016 11:48:14 AM**
CITY MANAGER	DATE

Use when:

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

#9.

June 21, 2016

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY'S PARTICIPATION IN THE iSHOPBEST SOFTWARE DEMONSTRATION PROJECT WITH CAPSOFT, LLC**

SUMMARY

Adoption of the attached resolution will authorize the City Manager to accept the proposal of CapSoft, LLC ("CapSoft") for the City of Compton to participation in the free implementation and demonstration project of their leading software product, iShopBest.

BACKGROUND

iShopBest is requisition software designed specifically for government purchasers that can be used for the purchase of almost any item that can be identified by a UPC Code. It searches multiple databases and provides the user with a variety of ranked alternatives based on availability, price and shipping costs. iShopBest is a website-like procurement program, designed for the marketplace of government purchases. It allows users to:

1. Instantly compare fulfillment alternatives from multiple vendors in a single purchase;
2. Evaluate quota and non-quota fulfillment options on-the-fly to better meet non-financial goals, such as increasing purchase from small businesses, disabled veteran and local or HUB zone merchants;
3. Obtain a more detailed evaluation of shipping and receiving options; and
4. Instantly parse each portion of each order to the vendor that best meets the user's preference.

The system works much like the NASDAQ, but requires data, and regularly updated data feeds, from vendors who are, or who are seeking to do business with government agencies. Potential suppliers feed bids and related data into a supplier database and the program applies linear programming to search through potentially thousands of combinations to produce the optimal combination of suppliers.

The goal of iShopBest is to provide its users with a single access point to make the best possible decision, instantly evaluating all product alternatives and sources in a way that was not previously possible.

STATEMENT OF ISSUE

CapSoft proposes that the City participate in a free iShopBest implementation and demonstration project as part of CapSoft's showcase of the power of the software for its national rollout campaign. As part of the implementation, CapSoft will work with the City to create a database of items available from local and other non-national suppliers so that they can be considered for purchases. This service would provide the City with verifiably objective criteria that could benefit City-wide purchasing for various products. iShopBest will reach out to local vendors to be included in the CapSoft database, thus allowing the City to be more inclusive of local vendors. They propose a four phase process:

Phase I:	Planning and Scoping (3 months)
Phase II:	Purchasing Decision Portal and Vendor Database (6 to 9 months/not integrated with purchasing)
Phase III:	Integration with Purchasing (if desired – 6 months)
Phase IV:	Full Integration (if desired – 6 months)

Based on the information they have obtained, CapSoft anticipates that the City may be able to save 5-10% product cost while including hundreds of local merchants.

At no costs to the City, CapSoft will provide a full time project manager, all software development costs, licensing and testing. The City's participation will include providing office space for 3-6 local CapSoft personnel for approximately 20 hours per week for purposes of data input as directed by the project manager, access to purchasing and community outreach personnel and systems.

FISCAL IMPACT

There is no fiscal impact to the City to participation in the implementation and demonstration project for the iShopBest software program. The City can benefit from a cost effective program to maximize purchasing power while better managing the spending on items purchased on a regular basis.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

ROGER L. HALEY
CITY MANAGER

#9.

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY'S PARTICIPATION IN THE iSHOPBEST SOFTWARE DEMONSTRATION PROJECT WITH CAPSOFT, LLC

WHEREAS, there is a need to find efficient ways to maximize the City's purchasing power while creating savings and support local vendors; and

WHEREAS, CapSoft, LLC ("CapSoft") proposes that the City participate in a free implementation and demonstration project as part of CapSoft's showcase of the power of the iShopBest software for its national rollout campaign; and

WHEREAS, as part of the implementation, CapSoft will work with the City to create a database of items available from local and other non-national suppliers, which will provide the City with verifiably objective criteria that could benefit City-wide purchasing for various products; and

WHEREAS, the City will be at the edge of innovation and the application of technology in its purchasing to assure optimal savings and control over its purchasing decisions; and

WHEREAS, CapSoft anticipates that the City may be able to save 5-10% product cost while including hundreds of local merchants in the City's purchasing plans; and

WHEREAS, at no costs to the City, CapSoft will provide a full time project manager, all software development costs, licensing and testing and the City's participation will include providing office space for 3-6 local CapSoft personnel for purposes of data input as directed by the project manager, access to purchasing and community outreach personnel and systems; and

WHEREAS, there is no fiscal impact to the City to participate in the iShopBest software implementation and demonstration project and may benefit from a cost effective program to maximize purchasing power while better managing the spending on items purchased on a regular basis.

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

Section 1. The City Manager is hereby authorized to accept the proposal of CapSoft, LLC to the City of Compton to participate in the free implementation and demonstration project of their leading software product, iShopBest, and on the advice and approval of the City Attorney, execute any agreement(s) or other documents necessary for the City's participation in the iShopBest software demonstration project.

Section 2. That other than providing office space for use by 3-6 local CapSoft, LLC personnel necessary for implementation of the iShopBest software demonstration project, the City shall not incur any costs for participation in the iShopBest software implementation and demonstration project.

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

ADOPTED this ___ day of _____________, 2016.

____

MAYOR OF THE CITY OF COMPTON

#9.

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 ____________, 2016.

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

IMPLEMENTATION AND DEMONSTRATION PROJECT iSHOPBEST SOFTWARE PROGRAM

AGREEMENT BETWEEN CITY OF COMPTON AND CAPSOFT, LLC

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 **CAPSOFT, LLC** (hereinafter referred to as **"CAPSOFT"**), located at 1000 Sawgrass Corporate Parkway, Suite 452, Sunrise, Florida 33323.

RECITALS:

WHEREAS, CapSoft, LLC ("CapSoft") has proposed that the City participate, at no cost to the City, in a demonstration project for the implementation of CapSoft's iShopBest software program; and

WHEREAS, by Resolution No. _____, adopted on the ____ day of ________ 2016, the City Council gave approval to the City Manager to accept CapSoft's proposal that the City participate in the demonstration project; and

WHEREAS, CapSoft warrants that it is specifically trained, experienced, competent, and has the resources to perform the services it has proposed for the City; and

WHEREAS, CapSoft is willing to render and perform the proposed services subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, CapSoft and the City (each a "Party" and collectively, the "Parties")**,** for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

1. Services to be Rendered by CapSoft. It is the mutual understanding of the Parties that CapSoft proposes that the City participate in a free iShopBest implementation and demonstration project as part of CapSoft's showcase of the capabilities of the iShopBest software for its national rollout campaign. As part of the implementation, CapSoft will work with the City to create a database of items available from local and other non-national suppliers ("Suppliers") so that the Suppliers' items can be considered for purchase, and purchased by the City. CapSoft proposes a four phase process:

Phase I:	Planning and Scoping (3 months)
Phase II:	Purchasing Decision Portal and Vendor Database (6 to 9 months/not integrated with purchasing)
Phase III:	Integration with Purchasing (6 months – if desired and agreed to by both the City and CapSoft)

Phase IV: Full Integration (6 months – if desired and agreed to by both the City and CapSoft)

At no costs to the City, CapSoft will provide a fulltime project manager, all software development costs, licensing and testing. The City's participation will include providing: (1) temporary office space for 3 to 6 local CapSoft personnel for approximately 20 hours per week for purposes of data input as directed by CapSoft's project manager; (2) CapSoft personnel reasonable access to information and City personnel needed to complete the project; and (3) access to purchasing and community outreach personnel and systems, as more fully described in CapSoft's "**Proposal"** for a free implementation and demonstration project for the City of Compton of its leading software product, iShopBest, which is incorporated herein.

CapSoft acknowledges that in entering into this Agreement the City is relying on CapSoft's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the proposed services, CapSoft 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**.**

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

CapSoft will be responsible for employing or engaging all persons necessary to perform the services. All of CapSoft's staff will be qualified by training and experience to perform their assigned tasks. CapSoft 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.

Robert Steinman/Chief Executive Officer and **H. Dennis Cohen/Chief Operating Officer** of CapSoft, shall be primarily responsible for representing CapSoft in performance of this Agreement.

2. Duration of the Project. The Parties agree that CapSoft will be commence the Project on the date mutually agreed to between the Parties and that CapSoft's implementation and demonstration of the iShopBest software program for the City shall proceed in accordance with the schedule specified in Section 1, above.

3. Ownership of Materials. All City specific data including pricing, vendor lists, reports, individual transaction details, and any internal confidential information generated by CapSoft or its agents, employees, and subcontractors pursuant to this Project (the "Work Data Product") shall be considered the property of City. All software developed, and generic data not specific to City transactions shall be considered the property of CapSoft. CapSoft will grant to the City a 20-year royalty-free license to utilize the iShopBest software, current and future software versions, at all City facilities. In the event this Agreement is terminated, all Work Data Product produced by CapSoft or its agents, employees and subcontractors pursuant to the Project will be delivered to City pursuant to the termination clause of this Agreement.

The Work Data Product and iShopBest 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; 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 firm or individual to use, the Work Data Product, City agrees to hold CapSoft 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 CapSoft, or anyone for whose acts it is responsible, in preparation of the Work Data Product. CapSoft will not be responsible for deficiencies solely attributable to modifications of the Work Data Product performed by others, or that arise from use of the Work Data Product in connection with a project other than that shown in the Work Data Product.

4. Independent Contractor Status. CapSoft, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "CapSoft"), will perform the services in CapSoft's own way and pursuant to this Agreement as an independent contractor and in pursuit of CapSoft's independent calling, and not as an employee of City. The persons used by CapSoft 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 CapSoft, except as expressly set forth in this Agreement. CapSoft expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that CapSoft shall not at any time or in any manner, represent that CapSoft is in any manner officers, employees, agents or volunteers of the City. CapSoft shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. CapSoft expressly waives any claim to such rights.

The temporary provision to CapSoft officers, employees, subcontractors, agents and volunteers of work space(s) to provide and perform the services necessary for the implementation and demonstration of the iShopBest software program and reasonable access to information and City personnel needed to complete the project shall be the full and complete means of compensation to which CapSoft may be entitled. City will not make any federal or state tax withholdings on behalf of CapSoft or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of CapSoft or its employees or subcontractors. CapSoft 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 CapSoft or any agent, employee, or contractor of CapSoft for work done under this Project.

5. Successors, Assignment and Delegation. City and CapSoft 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.

6. Nondiscriminatory Employment Practices. During the performance of this Agreement, CapSoft 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. CapSoft 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.

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

7. Subcontracting. If CapSoft subcontracts any of the services, CapSoft will be fully responsible to City for the acts, errors and omissions of CapSoft's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as CapSoft is for the acts and omissions of persons directly employed by CapSoft. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of CapSoft and City. CapSoft will be responsible for payment of subcontractors. CapSoft will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to CapSoft's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

8. Indemnification. CapSoft 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 CapSoft, its officers, employees, subcontractors or agents in the performance of the project undertaken by CapSoft 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.

9. Insurance. Without limiting CapSoft's indemnification of the City, CapSoft 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 CapSoft or CapSoft'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 CapSoft 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. CapSoft 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 CapSoft'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 CapSoft pursuant to this Agreement are adequate to protect CapSoft. The coverage will contain no special limitations on the scope of its protection to the below-indicated insureds except for Workers' Compensation and errors and omissions insurance. CapSoft will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If CapSoft believes that any required insurance coverage is inadequate, CapSoft will obtain such additional insurance coverage, as CapSoft deems adequate, at CapSoft's sole expense.

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

9.2 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.

9.3 Professional Liability. Errors and omissions liability appropriate to CapSoft'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.

Endorsements. For Commercial General Liability Insurance, CapSoft 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 insureds"** with respect to liability arising out of the activities of CapSoft. 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, CapSoft will furnish certificates of insurance and endorsements to City.***

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

10. Permits and Licenses. CapSoft, 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 CapSoft.

11. Warranties. CapSoft represents and warrants (i) that CapSoft has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with CapSoft'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 CapSoft will not use in the performance of its responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that CapSoft has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

12. General Compliance with Laws. CapSoft will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by CapSoft, or in any way affect the performance of the services by CapSoft. CapSoft 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.

13. **Termination.** In the event of CapSoft's failure to perform the services, after giving written notice thereof 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 CapSoft in writing. CapSoft has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement.

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, CapSoft will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City.

14. **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.

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

16. **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.

17. **Amendments.** This Agreement may be modified or amended only be written document executed by both CapSoft 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.

18. **Confidentiality.** All documents, reports, information, data, and exhibits prepared or assembled by CapSoft in connection with the performance of the services pursuant to the Agreement are confidential until released by the City to the public, and CapSoft will not make any of these documents or information available to any individual or organization not employed by CapSoft or the City without the written consent of the City before any such release. Such consent will not be unreasonably denied where the purpose of the disclosure is the demonstration of the functionality and utility of IShopBest.

All documents, reports, information, data, and exhibits prepared or assembled by CapSoft, and specific to IShopBest and/or CapSoft in connection with the performance of the services pursuant to the Agreement are confidential information of CapSoft, and the City will not make any of these documents or information available to any individual or organization not employed by CapSoft or the City without the written consent of CapSoft before any such release.

19. 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.

20. 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 CapSoft:	**CapSoft, LLC** **1000 Sawgrass Corporate Parkway, Suite 452** **Sunrise, Florida 33323** **Attn: Robert Steinman, CEO & Chairman** **(888) 485-5001**
To City:	**City of Compton** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Manager** **(310) 605-5585** **(310) 631-0322 – fax.**

21. 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, CAPSOFT, LLC has executed this Agreement, and the **CITY**, by its City Manager, who is authorized to do so, has executed this Agreement.

CAPSOFT, LLC

Dated: _______________ **By ___________________________________**
Robert Steinman, CEO & Chairman

CITY OF COMPTON
Approved by:

Dated: _______________ **By _________________________________**
Roger L. Haley, City Manager

Approved as to form:

By ___________________________________ **Dated: ______________**
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _______________ **By ____________________________________**
Alita Godwin, City Clerk

#9.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Management**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY'S PARTICIPATION IN THE iSHOPBEST SOFTWARE DEMONSTRATION PROJECT WITH CAPSOFT, LLC**

Alma Martinez	**4/12/2016 4:47:15 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**6/15/2016 6:18:34 PM**
CITY ATTORNEY	DATE
Regina Tercero	**4/28/2016 10:30:46 AM**
CITY CONTROLLER	DATE
Roger Haley	**4/27/2016 6:51:04 PM**
CITY MANAGER	DATE

Use when:

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

June 21, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONSTRUCTION OF THE STREET REHABILITATION PROJECT CDBG# 13-02 AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION

SUMMARY

This Resolution authorizes the City Manager to accept the construction of the Street Rehabilitation Project CDBG# 13-02 as complete, direct staff to file the notice of completion with the Los Angeles County Recorder's Office and authorize the release of the contractor's retention.

BACKGROUND

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

On December 16, 2015, pursuant to Resolution No. 24,064, the City Council awarded a contract to COPP Contracting Inc., in the amount of $2,091,073.36 and a contingency amount of $209,100, totaling $2,300,173.36 for the Street Rehabilitation Project.

In October 2015, the contract was subsequently amended for an additional $126,640.52. The project has been completed in a satisfactory manner at a final construction cost of $2,426,813.88 which is within the amount authorized, and should be formally accepted.

STATEMENT OF THE ISSUE

While the project was being conducted in accordance with the California Public Contract Law, a retention amount equivalent to 5% was withheld from progress payments to ensure satisfactory completion.

In order to accept the Street Rehabilitation Project CDBG# 13-02 as complete, direct staff to file the notice of completion with the Los Angeles County Recorder’s Office and authorize the release of the contractor’s retention, City Council’s authorization is necessary.

FISCAL IMPACT

There is no financial impact connected with the release of the retention. Funds (5%) were set aside during each progress payment.

ALTERNATIVE

The contractor has fulfilled its contractual obligation pursuant to the construction contract. Therefore, no other alternative is being proposed at this time.

RECOMMENDATION

Staff recommends that the City Council accepts the completion of the Street Rehabilitation Project CDBG #13-02, authorize staff to file the Notice of Completion with the Los Angeles County Recorder’s Office, and release the contractor’s retention.

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

APPROVED FOR FORWARDING:

ROGER L. HALEY
CITY MANAGER

RH:GK:JS

#10.

RESOLUTION NO. ___________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONSTRUCTION OF THE STREET REHABILITATION PROJECT CDBG# 13-02 AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION

WHEREAS, the Street Rehabilitation Project CDBG #13-02 provides necessary improvements to approximately 5.5 miles of streets within Community Development Block Grant (CDBG) areas throughout the City of Compton; and

WHEREAS, specific improvements included removal and replacement of failed pavement sections, placement of 2-inch thick asphalt overlays across the entire street cross-section, removal and replacement of damaged curbs, gutters and sidewalks, and removal and replacement of existing neighborhood traffic calming devices; handicap ramps were re-constructed to current standards, existing roadway signing and striping were removed and replaced, and affected utility covers were adjusted to match new pavement elevations; and

WHEREAS, on December 16, 2015, pursuant to Resolution No. 24,064, the City Council awarded a contract to COPP Contracting Inc., in the amount of $2,091,073.36 and a contingency amount of $209,100, totaling $2,300,173.36 for the Street Rehabilitation Project; and

WHEREAS, in October 2015, the contract was subsequently amended for an additional $126,640.52; and

WHEREAS, the project has been completed in a satisfactory manner at a final construction cost of $2,426,813.88 which is within the amount authorized and should be formally accepted; and

WHEREAS, while the project was being conducted in accordance with the California Public Contract Law, a retention amount equivalent to 5% was withheld from progress payments to ensure satisfactory completion.

WHEREAS, in order to accept the construction of the Street Rehabilitation Project CDBG# 13-02 as complete, direct staff to file the notice of completion with the Los Angeles County Recorder's Office and authorize the release of the contractor's retention, City Council's authorization is necessary; and

WHEREAS, all work items and activity will have been reviewed for compliance with the project specifications and deemed responsive and when completed, a complete project accounting was presented to Council, along with staff's recommendation for acceptance of the project as complete.

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

SECTION 1. That the City hereby accepts the construction of the Street Rehabilitation Project CDBG# 13-02 as complete and sanctions staff to file the notice of completion with the Los Angeles County Recorder's Office.

SECTION 2. That the contractor's retention funds are hereby authorized to be released.

SECTION 3. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and Public Works/Municipal Utilities Department.

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

ADOPTED this ____ day of ______________, 2016.

____
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 ___________________, 2016.

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

#10.

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 ACCEPT THE CONSTRUCTION OF THE STREET REHABILITATION PROJECT CDBG# 13-02 AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION**

Glen Kau	**6/15/2016 6:17:15 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**6/16/2016 12:27:50 PM**
CITY ATTORNEY	DATE
Austin Okonta	**6/16/2016 12:13:00 PM**
CITY CONTROLLER	DATE
Roger Haley	**6/16/2016 10:39:07 AM**
CITY MANAGER	DATE

Use when:

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

#11.

June 21, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON IN SUPPORT OF LOS ANGELES COUNTY SUPERIOR COURT'S COMMUNITY COLLABORATIVE COURTS PROGRAM

SUMMARY

Councilperson Sharif request that the City Council review this resolution that expresses support of Los Angeles County Superior Court's Community Collaborative Courts Program.

BACKGROUND

Superior Courts criminal divisions across the country are struggling to deal with the challenge of increasing numbers of defendants from the most vulnerable sectors of our society. Many of these defendants are negatively impacted by their communities that are challenged with a history of homelessness, mental illness, veterans re-entering the civilian life, severe substance abuse issues, and sex trafficking. These cases may deserve an approach that vary from the traditional punishment viewpoint.

STATEMENT OF THE ISSUE

The Los Angeles Superior Court has taken a new, bold and innovative step towards the handling of these challenging cases by establishing certain Community Collaborative Courts, ("CCC"). Collaborative or "problem solving" Courts are specialized courts tracks that address underlying issues that may be present in the lives of persons who come before the court on criminal, juvenile, or dependency matters. These life-changing programs involve active judicial monitoring and a team approach to decision making, and include the participation of a variety of different agencies.

In Los Angeles County, the CCC team approach consists of the Los Angeles County Department of Mental Health, the Los Angeles County Department of Public Health, the Los Angeles Office of Military and Veterans Affairs and many other local designated service providers.

An example of the programs provided are Adult Drug Court, DUI Court, Homeless Outreach Court, Juvenile Drug Court, Opportunity Court, Recovery Court, Truancy Court, Veterans Court, WIT Court, and dependency teen programs.

FISCAL IMPACT

There is no fiscal impact.

ALTERNATIVE

City Council may choose to withhold its support for this resolution.

STAFF RECOMMENDATION

Staff is not expressing a recommendation on this resolution.

ROGER L. HALEY
CITY MANAGER

RESOLUTION NO. _______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON IN SUPPORT OF LOS ANGELES COUNTY SUPERIOR COURT'S COMMUNITY COLLABORATIVE COURTS PROGRAM

WHEREAS, criminal courts across the country are struggling to deal with the challenge of increasing numbers of defendants from the most vulnerable sectors of our society; and

WHEREAS, many of these defendants emanate from communities burdened with homelessness, mental illness, veterans re-entering the civilian life, severe substance abuse, and sex trafficking; and

WHEREAS, the Los Angeles Superior Court has taken a new, bold and innovative step towards the handling of these challenging cases by establishing certain Community Collaborative Courts i.e. the “CCC’s”; and

WHEREAS, Collaborative or "problem solving" Courts are specialized court tracks that address underlying issues that may be present in the lives of persons who come before the court on criminal, juvenile, or dependency matters.

WHEREAS, the CCC’s are designed around a collaborative team approach including the Los Angeles Superior Court, the Los Angeles County District Attorney’s Office, the Los Angeles County Public Defender’s Office, the Los Angeles County Alternate Public Defender’s Office, the Los Angeles County Sheriff Department and the Los Angeles County Probation Department; and

WHEREAS, the CCC’s will specifically utilize the services provided by the Los Angeles County Department of Mental Health, the Los Angeles County Department of Public Health, the Los Angeles Office of Military and Veterans Affairs and many other local designated service providers; and

WHEREAS, the City Council desires to publicly acknowledge its support of the mission of the CCC.

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

Section 1. That the Los Angeles Superior Court is to be commended for establishing this unique, multidisciplinary and resource intensive response to cases involving some of the most vulnerable populations involved in the criminal justice system; and

Section 2. That the City Council acknowledges and appreciates all of the “justice partners”, local service providers, community groups and volunteer agencies that have agreed to support this collaborative endeavor; and

Section 3. That we particularly acknowledge Judge Karen Ackerson Gauff for her commitment to the betterment of our community and towards the administration of justice as she is the Judge assigned to Department 5, the Community Collaborative Court in the South Central Judicial District in the City of Compton.

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

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

ADOPTED this _____ day of ____________, 2016.

____
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 of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on this ______ day of ________________, 2016.

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

#12.

June 21, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

RE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING ASSEMBLY BILL 1673 - EXPANDED "FIREARMS" DEFINITION

SUMMARY

Councilperson Emma Sharif has requested that a resolution be brought forth for City Council consideration and approval that will register the City of Compton's support of Assembly Bill 1673 ("AB 1673"), initiated by State Assembly member Mike Gibson.

BACKGROUND

Existing law generally regulates the transfer and possession of firearms. Existing law defines the term "firearm" for various regulatory purposes, including, among others and subject to exceptions, the requirement that firearms be transferred by or through a licensed firearms dealer, the requirement of a 10-day waiting period prior to delivery of a firearm by a dealer, the requirement that firearm purchasers be subject to a background check, and the prohibition on certain classes of persons, such as felons, possessing firearms. Existing law provides, for some of these provisions, that a violation of the provision is a crime.

STATEMENT OF ISSUE

This bill would expand the definition of "firearm" for those purposes and other purposes to include a frame or receiver blank, casting, or machined body, that is designed and clearly identifiable as a component of a functional weapon, from which is expelled through a barrel, a projectile by the force of an explosion or other form of combustion.

By expanding the scope of existing crimes, this bill would impose a state-mandated local program. The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

FISCAL IMPACT

There is no financial impact associated with supporting this Assembly Bill. No reimbursement is required by this Act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this Act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within

#12.

the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

RECOMMENDATION

No recommendation is offered by staff. Resolution presented for consideration and adoption pursuant to request of Councilperson Sharif.

ROGER L. HALEY
CITY MANAGER

RLH:CJC:RAR:rar

RESOLUTION NO. _______

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING ASSEMBLY BILL 1673 - EXPANDED "FIREARMS" DEFINITION

WHEREAS, existing law generally regulates the transfer and possession of firearms; and

WHEREAS, existing law defines the term "firearm" for various regulatory purposes, including, among others and subject to exceptions, the requirement that firearms be transferred by or through a licensed firearms dealer, the requirement of a 10-day waiting period prior to delivery of a firearm by a dealer, the requirement that firearm purchasers be subject to a background check, and the prohibition on certain classes of persons, such as felons, possessing firearms; and

WHEREAS, this bill would expand the definition of "firearm" for those purposes and other purposes to include a frame or receiver blank, casting, or machined body, that is designed and clearly identifiable as a component of a functional weapon, from which is expelled through a barrel, a projectile by the force of an explosion or other form of combustion.

WHEREAS, this resolution of support for the adoption of California Assembly Bill 1673 reflects the City of Compton's strong belief that expansion of the definition of firearms will provide benefits to the City's law enforcement agency in protecting the residents of the City of Compton.

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

Section 1. That the City of Compton hereby declares its support for the adoption of California Assembly Bill 1673 – Expansion of the definition of "Firearms." Definition

Section 2. That the City Council encourages its businesses and citizens to communicate its support of AB 1673 to the Governor and our State's legislature.

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

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

ADOPTED this ____ day of ____________, 2016.

____
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)

#12.

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 this ______ day of _______________, 2016.

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

#12.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Management**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING ASSEMBLY BILL 1673 - EXPANDED "FIREARMS" DEFINITION**

Roger Haley	**6/1/2016 5:42:03 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**6/13/2016 7:23:54 PM**
CITY ATTORNEY	DATE
Austin Okonta	**6/9/2016 3:43:24 PM**
CITY CONTROLLER	DATE
Roger Haley	**6/1/2016 5:43:42 PM**
CITY MANAGER	DATE

Use when:

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