

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, July 12, 2016 5:30 PM

HEARING(S)

5:40 P.M. - PUBLIC HEARING - URBAN WATER MANAGEMENT PLAN

5:50 P.M. - PUBLIC HEARING - MASTER FEE SCHEDULE (Item #4, Request to continue)

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

1. July 5, 2016

REPORTS OF OFFICERS AND COMMISSIONS

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

2. A REQUEST FOR CONTINUANCE OF HEARING TO DISCUSS AND ADOPT THE MASTER FEE SCHEDULE FOR THE CITY OF COMPTON

CITY ATTORNEY'S REPORTS

CLOSED SESSION

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Castillo, et al VS City of Compton, et al, - Case No. 16CV02863 DMG(KS)
Pursuant to California Government Code Section 54956.9(d)(1)

UNFINISHED BUSINESS

4. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON GRANTING A FRANCHISE TO TORRANCE PIPELINE COMPANY LLC TO OPERATE, INSTALL, MAINTAIN, REPLACE, REMOVE AND/OR REPAIR PIPELINES AND APPURTENANCES FOR THE TRANSPORTATION OF OIL, HYDROCARBON SUBSTANCES, REFINED PETROLEUM PRODUCTS INCLUDING CATHODIC PROTECTION FACILITIES, NECESSARY OR CONVENIENT FOR THE GRANTEE'S BUSINESS WITHIN THE JURISDICTION OF THE CITY OF COMPTON
(Second Reading)

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON IMPLEMENTING A FISCAL TRANSPARENCY AND ACCOUNTABILITY POLICY INCLUDING CITY CONTROLLER DUTIES, CONSISTENT WITH ARTICLE VII AND ARTICLE XIV OF THE CITY CHARTER
6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO MELVINNA SHARP FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2016-2017 (\$35,500)
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH C. H.A.N.G.E. FOUNDATION FOR GRAFFITI REMOVAL SERVICES FOR FISCAL YEAR 2016-2017 ON AN URGENT NEED BASIS

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO LEGAL SERVICES RETAINER AGREEMENTS FOR FISCAL YEARS 2016-2017 AND 2017-2018 TO ASSIST THE CITY ATTORNEY
9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THE RESULTS OF A SPECIAL MUNICIPAL ELECTION IN THE CITY OF COMPTON HELD IN THE CITY ON JUNE 7, 2016

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, July 19, 2016 @ 5:30 PM.

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<http://www.comptoncity.org/officials/clerk/agendas/video.asp>*

JULY 5, 2016

The City Council meeting was called to order at 5:38 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremonies were also led by Mayor Aja Brown.

ROLL CALL

Council Members Present: Zurita, McCoy, Sharif, Brown
Council Members Absent: Galvan

Other Officials Present: C. Cornwell, A. Godwin, R. Haley

5:35 P.M. - PUBLIC HEARING - TRANSPORTATION OF PETROLEUM PRODUCTS AND OIL (Item #4)

On motion by Zurita, seconded by McCoy, the public hearing was opened at 5:39 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, McCoy, Sharif, Brown
NOES: Council Members - None
ABSENT: Council Members - Galvan

Glen Kau, Director of Public Works, presented the following staff report via PowerPoint presentation.

SUMMARY

Adoption of this ordinance will grant a twenty-five (25) year franchise (i.e. August 5, 2016 through August 4, 2041), to Torrance Pipeline Company, LLC to operate, install, maintain, replace, remove and/or repair pipelines and appurtenances for the transportation of oil, hydrocarbon substances, refined petroleum products including cathodic protection facilities necessary or convenient for the Grantee's business situated within the jurisdiction of the City of Compton.

BACKGROUND

A primary method of transporting petroleum, both in its crude and refined varieties is via pipelines that traverse beneath various roadways. Section 1501 of the Compton City Charter provides that any person, firm or corporation furnishing the City or its inhabitants with any public utility or service, or using the public streets, ways, alleys or places for the operation of plants, works or equipment for the furnishing thereof or traversing any portion of the City for the transmitting or conveying of any such service elsewhere may be required by ordinance to have a valid and existing franchise.

On April 24, 1979, the City Council adopted Ordinance No. 1,581, which granted a twenty-five (25) year (April 24, 1979 through April 23, 2004), petroleum pipeline franchise to Mobil Oil Corporation (currently known as ExxonMobil Oil Corporation – "ExxonMobil"). Presently, this franchise has been recognized as being in hold-over status. A second petroleum pipeline franchise was granted to Mobil Oil Corporation by Ordinance No. 1,903, adopted by the City Council on July 20, 1993. This Ordinance granted a franchise retroactively effective as of July 7, 1991, with an initial term of five (5) years and an option for Mobil Oil Corporation and the City to extend the franchise for four (4) additional five (5) year terms. The City Council has adopted the extension resolutions as follows:

1. Initial Term: 07/07/1991 thru 07/06/1996 Ordinance No. 1,903
2. Extension #1: 07/07/1996 thru 07/06/2001 Resolution No. 18,347
3. Extension #2 07/07/2001 thru 07/06/2006 Resolution No. 20,272
4. Extension #3 07/07/2006 thru 07/06/2011 Resolution No. 22,838

STATEMENT OF ISSUE

ExxonMobil entered into a Sale and Purchase Agreement with PBF Holding Company, LLC (“PBF”) to purchase the assets covered by both Franchise Ordinance No. 1581 and Franchise Ordinance No. 1903. The pipelines will be owned by Torrance Pipeline Company, LLC (“Torrance Pipeline”) and Torrance Logistics Company, LLC (“Torrance Logistics”) will be the operator. PBF is the parent company of Torrance Pipeline and Torrance Logistics. City staff recommends and Torrance Pipeline desires to combine both preexisting franchise Ordinances – Nos. 1,581 and 1,903 – into one (1) franchising ordinance for a term of twenty-five (25) years; effective August 5, 2016 through August 4, 2041; to eliminate confusion, maximize efficiencies and minimize administrative costs.

Key provisions of the proposed franchise ordinance are as follows:

Term: The new franchise shall be effective August 5, 2016 and expire on August 4, 2041.

Franchise Fees: The base annual fee shall be approximately Seventy Nine Thousand One Hundred Fifteen Dollars and Fifty-Two Cents, (\$79,115.52). The fees shall vary based on adjustments with the Annual Consumer Price Index (“CPI”), but in no case shall a year’s payment be less than the preceding one.

The pipeline routes and facilities are listed on “Exhibit A,” attached hereto and incorporated herein.

In accordance with Section 1502 of the Compton City Charter, on June 14, 2016, the City Council adopted Resolution No. 24,354, declaring its intention to grant the proposed franchise to Torrance Pipeline Company, LLC and fixing a date, time and place when any persons having any interest therein or objection to the granting of the franchise may appear before the City Council and be heard thereon. A duly noticed, public hearing was conducted before the City Council on July 5, 2016.

FISCAL IMPACT

Torrance Pipeline has indicated its willingness to abide by all terms and conditions of the proposed Franchise Ordinance. This recommended ordinance includes an updated franchise combining both of the existing Ordinances. The proposed fee schedule is consistent with the Franchise Ordinance provisions currently held with the City. The proposed annual compensation base will result in revenue to the General Fund in the amount of \$79,115.52 for Fiscal Year 2016-2017 and will be adjusted annually by the CPI. The Ordinance provides that annual payments will be due and payable on July 1st of every year.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

PUBLIC COMMENTS ON THE PUBLIC HEARING

Heron Carillo, Compton resident, asked that staff present a summary of the staff report in layman's terms.

Mr. Kau stated that any private entity that wishes to provide or deliver a service that passes through a city or agency is required to pay for a franchise agreement. The franchise states 1) the conditions as to how the entity is allowed to operate and maintain its infrastructure or delivery of services, and 2) ensures that said service does not create or present any health or additional concerns. Additionally per various regulating agencies, the franchise fee to be paid is calculated and determined so that it is fair and equitable to both sides.

Joyce Kelly, Compton resident, asked the members of the City Council to address the following: is this franchise agreement new or existing, how many oil pipelines are going through the City of Compton, and have those pipelines been maintained or is the City obligated to take care them.

Mr. Kau remarked that this is an existing franchise agreement with Mobile Exxon which is set to expire tomorrow and PBF will be the new holding company or owner. And in regards to how the pipeline is operated and maintained, Mr. Kau confirmed that, that would be up to the new holder of the franchise agreement, if granted. Mr. Kau also noted that while they may cross through city streets, oil pipelines have their own easements granted around those pipelines so that there is no co-existence near water due to the nature of what could potentially happen. The purpose of this item, he continued, is to clear up two prior franchise agreements and combine them into one, since there is a new owner taking over the company.

Lynn Boone, Compton resident, argued that \$79,000 is not enough money to compensate a city of 100,000 residents for pipelines running through their city. She further suggested that Council conduct a comprehensive study on this item and increase the dollar amount the City receives.

On motion by Zurita, seconded by Sharif, the public hearing was closed at 5:54 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members – Galvan

COUNCIL COMMENTS ON THE PUBLIC HEARING

Mayor Brown instructed Mr. Kau to confirm whether or not staff conducted a comparative analysis on the franchise fees charged by other cities. Mr. Kau confirmed that the rate is established by pipe sizes and the \$1.60 linear foot of pipe price which is the same rate charged by the city of Carson for franchise agreements.

Terri Shindi, Torrance Pipeline representative, also noted that by combining the two franchise agreements they were able to bring the rate up to a more current rate which is an increase of \$13,000 annually.

Mayor Brown questioned whether or not a provision exists within this agreement that states that the City's rate will increase if the rate increases in another area. Ms. Shindi answered that there is no such provision within this existing franchise agreement but that it does include a CPI adjustment.

Mayor Brown inquired about franchise agreements with other cities. Ms. Shindi confirmed that they have an agreement with Carson and that the majority of their franchise agreements use the \$1.60 at a cubic foot.

Councilperson Sharif inquired about the person responsible for maintaining the pipelines and if the City Council is supposed to receive updates on maintenance and operations. Ms. Shindi answered that the operator will be Torrance Logistics and the pipelines will be owned by Torrance Pipeline Company. Additionally, Ms. Shindi stated that they are regulated by the California State Fire Marshall to ensure that they meet both state and federal requirements for pipeline operations. Ms. Shindi further suggested that staff contact the Fire Marshall with any questions regarding any and all pipelines.

Councilperson Sharif inquired about the frequency of those updates. Ms. Shindi stated that they are required to test the pipelines every five years and then report to the State Fire Marshall.

Mayor Brown inquired about the approximate year that the \$1.60 was negotiated. Ms. Shindi answered that the franchise agreement was made in the mid-1990s and includes the escalation clause.

Mayor Brown instructed staff to verify the rate.

#1.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Kyron Kopanos, Compton resident, petitioned the citizens and elected officials to work together. She also suggested that the City raise its franchise agreement fees with oil companies.

Hollis Smith, Compton resident, professed how proud he is of his son for carrying on his legacy.

David Irons, Compton resident, made comments about the process of naming streets after citizens that have contributed to the City of Compton.

Marjorie Shipp, Compton resident, articulated her support for a ban on the use of fireworks in the City of Compton.

Valera Dudley, Compton resident, conveyed her support for a ban on the use of fireworks in the City of Compton.

Father Francisco, invited the members of the City Council to support the new Parks and Recreation “Summer Soccer League” coming Saturday, July 9, 2016 at Kelly Park. The program will be open to all youth ages 5 to 13.

Herbert Arceneaux, Compton resident, demanded that the City Council tell him who gave the authorization for the construction of the building on Rosecrans near Chester and Santa Fe Avenue.

Councilperson Sharif asked the City Manager to find out whether or not the property referenced by Mr. Arceneaux is owned by the City and if the City Council voted to deny construction on that site.

Leroy Guillory, Compton resident, recognized 16 year-old Isaiah Cooper for his accomplishments in aviation. He further urged the City Council to continue maximizing the goodness and greatness that is coming out of the City of Compton.

Maria Villa Real, Compton resident, commended Councilperson Sharif on the way in which she presented the Business to Business Roundtable to the business community. She went on to tell Naja Ali that his use of racial remarks during a press conference works for both Latino Americans and African Americans.

Heron Carillo, Compton for Bernie representative, commented on his travels to the Nevada Caucus and nearby cities to encourage citizens to exercise their right to vote. He went on to solicit donations from anyone interested in assisting them to put Compton on the map politically and democratically. He also suggested an increase in the franchise fee rate to Exxon Mobile Company.

Joyce Kelly, Compton resident, stated that she recalls the City of Compton and Compton Community College hosting a fireworks show together. She went on to contend that there is nothing for the youth to look forward to, and that nothing was held for the City's birthday or the Fourth of July, but yet the City Council voted to name a slide after Oscar De La Hoya. She professed that she was disappointed in Councilperson McCoy for voting to change the name of the slide at Lueders Park when she told her that she would not.

Lynn Boone, Compton resident, made reference to Item No. 5 and questioned the logic in leasing two buses for \$3,000 while two buses are being repaired. She also asked the City Council to address when the City created an Ombudsman position for \$25,000. She further stated that on May 27, 1975 Doris Davis declared that she wanted to dedicate the pool and slide area at Lueders Park to William Love who died while in office. Ms. Boone argued that it was wrong for this Body to go against the wishes of the mayor at that time and rename the slide anyway.

Councilperson Zurita asked the City Attorney to find the policy that regulates the naming of facilities. Additionally, she asked the City Manager to find the resolution that names the pool and swim area after the late former councilperson William Love within the next 72 hours.

Councilperson Zurita conceded that the re-naming of the pool and swim area was wrong and asked for a full investigation.

CONSENT AGENDA

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

AYES: Council Members - Zurita, McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

APPROVAL OF MINUTES

1. JUNE 28, 2016 (Approved)

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

2. INVESTMENT REPORT - May 2016 (Received/Filed)

END CONSENT AGENDA

REGULAR AGENDA

CITY MANAGER'S REPORT

3. A REQUEST TO SCHEDULE A PUBLIC HEARING TO RECEIVE PUBLIC COMMENTS REGARDING FIREWORKS PROGRAMS FOR THE CITY OF COMPTON (July 19, 2016 at 6:00 p.m.)

It was motioned by Zurita, seconded by McCoy, for discussion.

Councilperson Zurita asked that the public hearing include a stipulation that enforces the laws against illegal fireworks.

Councilperson Sharif thanked the City Manager and staff for bringing this item forward. She inquired about a previous joint venture between the fireworks companies, the Fire Department and the Sheriff's Department to confiscate illegal fireworks.

On motion by Zurita, seconded by McCoy, the public hearing was scheduled for Tuesday, July 19, 2016 at 6:00 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

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

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

4. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON GRANTING A FRANCHISE TO TORRANCE PIPELINE COMPANY LLC TO OPERATE, INSTALL, MAINTAIN, REPLACE, REMOVE AND/OR REPAIR PIPELINES AND APPURTENANCES FOR THE TRANSPORTATION OF OIL, HYDROCARBON SUBSTANCES, REFINED PETROLEUM PRODUCTS INCLUDING CATHODIC PROTECTION FACILITIES, NECESSARY OR CONVENIENT FOR THE GRANTEE'S BUSINESS WITHIN THE JURISDICTION OF THE CITY OF COMPTON (First Reading)

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

AYES: Council Members - Zurita, McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

Glen Kau, Director of Public Works, confirmed the \$1.60 franchise fee rate charged by the city of Carson.

Mayor Brown requested a report on the franchise fee rates charged by the surrounding cities and that the City Controller weigh in on the matter.

On motion by Zurita, seconded by Sharif, "**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON GRANTING A FRANCHISE TO TORRANCE PIPELINE COMPANY LLC TO OPERATE, INSTALL, MAINTAIN, REPLACE, REMOVE AND/OR REPAIR PIPELINES AND APPURTENANCES FOR THE TRANSPORTATION OF OIL, HYDROCARBON SUBSTANCES, REFINED PETROLEUM PRODUCTS INCLUDING CATHODIC PROTECTION FACILITIES, NECESSARY OR CONVENIENT FOR THE GRANTEE'S BUSINESS WITHIN THE JURISDICTION OF THE CITY OF COMPTON (First Reading)**" was placed on first reading by title only, by the following vote on roll call:

AYES: Council Members - Zurita, McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TRANSIT VEHICLE LEASE AGREEMENT WITH MV TRANSPORTATION, INC. FOR A MONTH-TO-MONTH LEASE OF TWO TRANSIT VEHICLES FOR USE IN PROVIDING FIXED ROUTE TRANSIT SERVICES PURSUANT TO THE TRANSIT AGREEMENT AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$50,000

It was motioned by Zurita, seconded by McCoy, for discussion.

Councilperson Zurita requested the age of the vehicles.

Glen Kau, Director of Public Works, confirmed that these vehicles are used for fixed route transit and are five to seven years old.

Councilperson Zurita inquired about the absence of bus drivers a couple of weeks ago and the grant funds used to purchase the buses.

Mr. Kau commented that Public Works provides the drivers for the Renaissance bus line and that staff had a consultant helping them look for grants and eligible grant opportunities during the 2015-2016 fiscal year.

On motion by Zurita, seconded by McCoy, **Resolution # 24,380** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TRANSIT VEHICLE LEASE AGREEMENT WITH MV TRANSPORTATION, INC. FOR A MONTH-TO-MONTH LEASE OF TWO TRANSIT VEHICLES FOR USE IN PROVIDING FIXED ROUTE TRANSIT SERVICES PURSUANT TO THE TRANSIT AGREEMENT AND ISSUE A PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$50,000**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

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

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Commented on the success of the Evers and Spruce Street Fourth of July Block parties.
- "3rd Annual Autism Adventure Swim Club" is held every Saturday morning from 9 a.m. to 10:30 a.m. at Gonzales Park.
- Requested a detailed report on the actual start date of the Sebrie Park rehabilitation.
- Acknowledged former councilperson Pat Moore, Judge Kelvin Filer, and Board member Marjorie Shipp in the audience.
- Advised the community members to be cautious of people who exhibit unstable behavior.
- Asked the City Manager to verify whether or not staff is utilizing the list of caterers approved by the City Council to work at the Dollarhide Community Center.
- Inquired about lifeguard uniforms for the swimming pool attendants.
- Professed that it is illegal for the City to create a job description for Latino Americans and further maintained that it is unlawful to stipulate a language requirement on a position unless it is for the purposes of translation.
 - **Mayor Brown** explained to Councilperson Zurita that the request was for a Spanish speaker. She made note that there are many positions in many cities that request and require Spanish speakers especially those that interface with the public.
- Affirmed that there is no shortage of Latino American city employees, and that there were no issues regarding race until the new people came to Compton.
- Congratulated Isaiah Cooper on his accomplishments in aviation.
- Sent her prayers to the family of the young lady whose hand was amputated due to a fireworks related incident.

Councilperson McCoy offered the following communications/announcements:

- Asked the City Manager to find out whether or not the cameras at Burrell MacDonald Park captured any footage illustrating how the little girl lost her hand.
- "Third District Townhall Meeting" will be held Wednesday, July 14, 2016 at Burrell MacDonald Park.

#1.

- A Free Movie in the Park is being offered to the residents on Friday, July 22, 2016 at Burrell McDonald Park beginning at 7 p.m.
- Declared that she stuck by her word and did not vote to change the name of the William Love pool at Lueders Park but agreed to name the slide.
- Instructed the City Manager to update her on the maintenance of the properties at Matthesen and Compton Boulevard and Baron and Compton Boulevard.
- Participated in the Bennett Street Block Club Fourth of July Block Party.

Councilperson Sharif offered the following communications/announcements:

- Maintained that she does not and did not support the renaming of the William Love pool and slide at Lueders Park.
- Commented on the success of the Quarterly Business-to-Business Roundtable last Wednesday. Thanked the City Manager and staff, Michelle Chambers, Jessica Torres, Lieutenant Ash and Detective Cloud for their presentations.
- “Fourth District Community Townhall Meeting” will be held Wednesday, July 13, 2016 at 6 p.m. at Kelly Park.
- "First Annual Senior Summer Luau" will be held Friday, July 15, 2016 from 11 a.m. to 2 p.m. at the Dollarhide Community Center. For more information please call (310) 605-5688.
- Inquired about the audit performed by the National Resource Network Study.
 - **City Manager Haley** confirmed that the report is in her email.
- Asked the City Manager to address whether or not Work It Productions and Digital Media reimbursed the City for the Memorial Day event hosted at Wilson Park.
 - City Manager Haley stated that the promoters were billed for the Memorial Day event and the City plans on meeting with them to address payment.
- Inquired about the process used to remove campaign signs.
 - City Manager Haley answered that Public Works staff has been requested to remove all appropriate signs.
- Instructed the City Manager to bring back an item for discussion that details the parameters in which the Spanish speaking liaison will be working with the City Council.
 - **Mayor Brown** asked the City Manager to schedule a council workshop to discuss this issue as well as the results of the National Resource Network.
- Contended that there is no need to schedule a workshop to discuss this issue and requested that the item be brought back next week.

Meeting adjournment

Linda Day, daughter of former councilperson Lillie Dobson

Mayor Brown offered the following communications/announcements:

- Congratulated Ferraro's on the Hill on becoming the second "Choose Health L.A." restaurant in the City of Compton.

- Young Ladies Empowerment Initiative Orientation will be held Saturday, July 23, 2016 from 9 a.m. to 2 p.m. For more information on how you can register for this event visit the City's website.
- Compton My Brother's Keeper (MBK) Young Men's Empowerment and Peace Summit" will be held July 29-31, 2016. Registration is now open.
- "Kaboom! Playground Design Day" will be held Wednesday, July 20, 2016. Design time is 4 p.m. for the youth and 5 p.m. for adults. RSVP at (562) 817-0822.
- Announced the passing of Measure P with 6,833 votes (50.8%).

Meeting adjournment

Grady Wilcox, former city employee

ADJOURNMENT

On motion by Sharif, seconded by McCoy, the meeting was adjourned at 7:20 p.m. in memory of **Linda Day** and **Grady Wilcox**, by the following vote on roll call:

AYES: Council Members - Zurita, McCoy, Sharif, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan

City Clerk of the City of Compton

Mayor of the City of Compton

JULY 12, 2016

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: ROGER L. HALEY, CITY MANAGER
**SUBJECT: A REQUEST FOR CONTINUANCE OF HEARING TO DISCUSS AND
ADOPT MASTER FEE SCHEDULE FOR THE CITY OF COMPTON**

SUMMARY

A hearing has been scheduled for July 12, 2016 for the Mayor and City Council to discuss and take public input into proposed Citywide fees. I am requesting that the hearing be continued to July 19, 2016 so that analysis and recommendations on the various fee rates can be completed.

BACKGROUND

During FY 16, the Mayor and Council authorized staff to proceed with a consultant review of all fees and services charges collected by City departments. The intent of the study was to determine if City fees and charges were set at rates sufficient to recover the costs of providing the related City services. Under State law, cities are allowed to recoup the full cost of providing special services via fees and service charges.

Willdan Financial Services was contracted to conduct the study. The results of its review were submitted to the City in March, 2016. In most cases, Willdan concluded that City fees and charges were much lower than the cost of providing related services. However, Willdan did not provide recommendations on what the fee rates should be. Fee and service charges should logically be set based on local need and Mayor and Council policy. Therefore, department heads and key staff were requested to review the Willdan results and submit to the City Manager their recommendations on each individual fee rate. That analysis has not been completed and, therefore, I am requesting that tonight's hearing be continued to July 19, 2016. That should provide staff sufficient time to complete its review of each fee and provide my office an opportunity to review their recommendations and adjust them as needed.

#2.

FINANCIAL IMPACT

The financial impact to City revenues should the Mayor and Council adopt the proposed fee adjustments will be significant. I cannot at this time provide you with an estimate of potential new revenue; that estimate will be discussed on July 19, 2016.

RECOMMENDATIONS

It is recommended that the July 12, 2016 hearing to discuss fee adjustments and adopt a Master Fee schedule be continued to July 19, 2016 at 6:15 p.m.

ROGER L. HALEY

CITY MANAGER

rh/bt

July 12, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON GRANTING A FRANCHISE TO TORRANCE PIPELINE COMPANY LLC TO OPERATE, INSTALL, MAINTAIN, REPLACE, REMOVE AND/OR REPAIR PIPELINES AND APPURTENANCES FOR THE TRANSPORTATION OF OIL, HYDROCARBON SUBSTANCES, REFINED PETROLEUM PRODUCTS INCLUDING CATHODIC PROTECTION FACILITIES, NECESSARY OR CONVENIENT FOR THE GRANTEE'S BUSINESS WITHIN THE JURISDICTION OF THE CITY OF COMPTON

SUMMARY

Adoption of this ordinance will grant a twenty-five (25) year franchise (i.e. August 5, 2016 through August 4, 2041), to Torrance Pipeline Company, LLC to operate, install, maintain, replace, remove and/or repair pipelines and appurtenances for the transportation of oil, hydrocarbon substances, refined petroleum products including cathodic protection facilities necessary or convenient for the Grantee's business situated within the jurisdiction of the City of Compton.

BACKGROUND

A primary method of transporting petroleum, both in its crude and refined varieties is via pipelines that traverse beneath various roadways. Section 1501 of the Compton City Charter provides that any person, firm or corporation furnishing the City or its inhabitants with any public utility or service, or using the public streets, ways, alleys or places for the operation of plants, works or equipment for the furnishing thereof or traversing any portion of the City for the transmitting or conveying of any such service elsewhere may be required by ordinance to have a valid and existing franchise.

On April 24, 1979, the City Council adopted Ordinance No. 1,581, which granted a twenty-five (25) year (April 24, 1979 through April 23, 2004), petroleum pipeline franchise to Mobil Oil Corporation (currently known as ExxonMobil Oil Corporation – "ExxonMobil"). Presently, this franchise has been recognized as being in hold-over status.

A second petroleum pipeline franchise was granted to Mobil Oil Corporation by Ordinance No. 1,903, adopted by the City Council on July 20, 1993. This

#4.

**Staff Report – Ordinance Granting Franchise
Torrance Pipeline Company, LLC (Petroleum Products)
July 12, 2016, Page 2 of 3**

Ordinance granted a franchise retroactively effective as of July 7, 1991, with an initial term of five (5) years and an option for Mobil Oil Corporation and the City to extend the franchise for four (4) additional five (5) year terms. The City Council has adopted the extension resolutions as follows:

1. Initial Term: 07/07/1991 thru 07/06/1996 Ordinance No. 1,903
2. Extension #1: 07/07/1996 thru 07/06/2001 Resolution No. 18,347
3. Extension #2 07/07/2001 thru 07/06/2006 Resolution No. 20,272
4. Extension #3 07/07/2006 thru 07/06/2011 Resolution No. 22,838
5. Extension #4 07/07/2011 thru 07/06/2016 Resolution No. 23,341

STATEMENT OF ISSUE

ExxonMobil entered into a Sale and Purchase Agreement with PBF Holding Company, LLC (“PBF”) to purchase the assets covered by both Franchise Ordinance No. 1581 and Franchise Ordinance No. 1903. The pipelines will be owned by Torrance Pipeline Company, LLC (“Torrance Pipeline”) and Torrance Logistics Company, LLC (“Torrance Logistics”) will be the operator. PBF is the parent company of Torrance Pipeline and Torrance Logistics.

City staff recommends and Torrance Pipeline desires to combine both pre-existing franchise Ordinances – Nos. 1,581 and 1,903 – into one (1) franchising ordinance for a term of twenty-five (25) years; effective August 5, 2016 through August 4, 2041; to eliminate confusion, maximize efficiencies and minimize administrative costs.

Key provisions of the proposed franchise ordinance are as follows:

Term: The new franchise shall be effective August 5, 2016 and expire on August 4, 2041.

Franchise Fees: The base annual fee shall be approximately Seventy Nine Thousand One Hundred Fifteen Dollars and Fifty-Two Cents, (\$79,115.52). The fees shall vary based on adjustments with the Annual Consumer Price Index (“CPI”), but in no case shall a year’s payment be less than the preceding one.

The pipeline routes and facilities are listed on “Exhibit A,” attached hereto and incorporated herein.

**Staff Report – Ordinance Granting Franchise
Torrance Pipeline Company, LLC (Petroleum Products)
July 12, 2016, Page 3 of 3**

In accordance with Section 1502 of the Compton City Charter, on June 14, 2016, the City Council adopted Resolution No. 24,354, declaring its intention to grant the proposed franchise to Torrance Pipeline Company, LLC and fixing a date, time and place when any persons having any interest therein or objection to the granting of the franchise may appear before the City Council and be heard thereon. A duly noticed, public hearing was conducted before the City Council on July 5, 2016.

FISCAL IMPACT

Torrance Pipeline has indicated its willingness to abide by all terms and conditions of the proposed Franchise Ordinance. This recommended ordinance includes an updated franchise combining both of the existing Ordinances. The proposed fee schedule is consistent with the Franchise Ordinance provisions currently held with the City.

The proposed annual compensation base will result in revenue to the General Fund in the amount of \$79,115.52 for Fiscal Year 2016-2017 and will be adjusted annually by the CPI. The Ordinance provides that annual payments will be due and payable on July 1st of every year.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

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

APPROVED FOR FORWARDING:

**ROGER L. HALEY
CITY MANAGER**

RLH:GK:JS

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON GRANTING A FRANCHISE TO TORRANCE PIPELINE COMPANY LLC TO OPERATE, INSTALL, MAINTAIN, REPLACE, REMOVE AND/OR REPAIR PIPELINES AND APPURTENANCES FOR THE TRANSPORTATION OF OIL, HYDROCARBON SUBSTANCES, REFINED PETROLEUM PRODUCTS INCLUDING CATHODIC PROTECTION FACILITIES, NECESSARY OR CONVENIENT FOR THE GRANTEE'S BUSINESS WITHIN THE JURISDICTION OF THE CITY OF COMPTON

WHEREAS, Section 1501 of the Compton City Charter authorizes the City to grant franchises to any person, firm or corporation furnishing the City or its inhabitants with transportation, communication, terminal facilities, water, light, heat, power, refrigeration, storage or any other public utility or service, or using the public streets, ways, alleys, or places for the operation of plants, works, or equipment for the furnishing thereof or traversing any portion of the City for the transmitting or conveying of any such service elsewhere may be required by ordinance to have a valid and existing franchise; and

WHEREAS, the use of public streets and ways for the transport of refined petroleum products in pipelines within the jurisdiction of the City requires a franchise as contemplated by Section 1501 of the Compton City Charter; and

WHEREAS, Ordinance No. 1,581, adopted April 24, 1979, granted a twenty-five (25) year franchise to Mobil Oil Corporation (now known as ExxonMobil Oil Corporation) to operate, maintain, replace and repair certain pipelines and appurtenances for the transportation of refined petroleum oil in the City of Compton; and

WHEREAS, the term of the franchise granted by Ordinance No. 1,581 expired on April 23, 2004; and

WHEREAS, a second franchise was granted to ExxonMobil Oil Corporation pursuant to Ordinance No. 1,903, adopted on July 20, 1993, which also granted a petroleum pipeline franchise effective July 7, 1991 for a term of five (5) years with an option to extend the franchise for four (4) five (5) year terms; and

WHEREAS, the term of the franchise granted by Ordinance No. 1,903 shall expire on July 6, 2016; and

WHEREAS, ExxonMobil Oil Corporation entered into a Sale and Purchase Agreement with PBF Holding Company, LLC to purchase the assets covered by Franchise Ordinance No.'s 1581 and 1903 and these pipeline assets shall be transferred into the name of Torrance Pipeline Company, LLC; and

WHEREAS, the City and Torrance Pipeline Company, LLC desire to combine both franchises into one franchising ordinance for a term of twenty-five (25) years (i.e. August 5, 2016 through August 4, 2041), to eliminate confusion, maximize efficiencies and minimize administrative costs; and

WHEREAS, the City Council held a public hearing pursuant to Section 1502 of the Compton City Charter on Tuesday, July 5, 2016 to receive public comments on the proposed granting of the twenty-five (25) year petroleum pipeline franchise to Torrance Pipeline Company, LLC; and

WHEREAS, Torrance Pipeline Company, LLC, doing business in California has made application to the City Council of the City of Compton for a franchise to be upon the following terms, provisions and conditions.

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

Section 1. Nature and Extent of Grant:

The **CITY OF COMPTON** hereinafter also referred to as "**CITY**," herewith grants to **TORRANCE PIPELINE COMPANY, LLC**, its successors and assigns, hereinafter referred to as "**GRANTEE**," subject to the terms and conditions herein contained, the right, privilege and franchise to install, operate, maintain, replace, change the size of, abandon in place, remove and/or repair the existing pipeline for the purpose of transporting refined petroleum products, oil, hydrocarbon substances, together with all appurtenances and service connections necessary or convenient to properly maintain and operate said pipelines, including cathodic protection facilities, necessary or convenient for the Grantee's business, hereinafter collectively called "franchise property". The pipeline is currently located in certain public streets, highways or public property now existing or hereafter dedicated, hereinafter collectively called "streets", located in the **CITY**, described in "Exhibit A," which is attached hereto and incorporated herein.

Section 2. Duration of Franchise:

The franchise shall be effective on August 5, 2016. The term of this franchise shall be for twenty-five (25) years, terminating on August 4, 2041. The **CITY** reserves the right to limit this franchise prior to its expiration in the event:

A. GRANTEE fails to comply with any of the provisions hereof; provided, however, that if such failure to comply shall be due to a cause beyond the control of the **GRANTEE**, the franchise shall not be so terminated; and provided further that this franchise shall not be so terminated unless the **GRANTEE** is given written notice of such noncompliance and fails within ninety (90) days of the date of such notice to commence and thereafter diligently prosecute to completion the corrective action necessary to cure such noncompliance. Notwithstanding the foregoing, if **GRANTEE'S** noncompliance is of such kind or nature as to cause a hazard to the public or endanger the public peace, health safety or general welfare, the **CITY'S** Director of Public Works may so notify the **GRANTEE** and reduce the period during which **GRANTEE** shall commence the work necessary to correct such noncompliance. In the event the **GRANTEE** fails to commence the corrective action within the time specified, as an alternative to terminating this franchise, the **CITY** may do the corrective work at the **GRANTEE'S** expense.

B. Any provision herein becomes invalid or unenforceable and the **CITY** expressly finds that such provisions constitute a consideration material to the granting of this franchise, then this franchise may be terminated by the **CITY** on ten (10) days written notice.

Section 3. Pipeline Operations:

A. Applicable Rules: The **GRANTEE** agrees to operate, install, maintain, replace and repair the pipelines and appurtenances in a good workmanlike manner, and in conformity with all regulations now or hereafter adopted by the State Fire Marshal.

B. Repairs and Street Excavations:

1. The work of maintaining or repairing all pipelines and appurtenances covered by this franchise shall be conducted with the least possible hindrance to the use of the streets.

2. The **GRANTEE** shall have the right to make all necessary street excavations for the purpose of exercising the rights granted by this franchise, but nothing herein contained shall relieve the **GRANTEE** from the provisions of any **CITY** ordinance or law that may be in force at the time requiring that permits be obtained for street excavations before such work is commenced.

All excavations shall be made and back-filled in strict compliance with all **CITY** ordinances that may be in effect at the time of the performance of the work and shall be made as not to interfere unreasonably with the free use of the streets by the public.

Upon completion of the work for which street excavations are made, all portions of the streets which have been excavated or otherwise damaged by such excavation work shall be restored to their original condition or equivalent to the satisfaction of the Director of Public Works.

C. Cleanup of Breaks and Leaks: If any portion of any street shall be damaged by reason of breaks or leaks in any pipeline or appurtenance maintained or repaired under this franchise, or if any street, sidewalk, sewer, storm drain, waterline, or other facility be contaminated by any substance transported in said pipelines, the **GRANTEE** shall at its own expense immediately repair or clean up or cause to be repaired or cleaned up, any such damage or contamination and put such street, sidewalk, sewer, storm drain, waterline or other facility in **as** good condition as it was before such break or leak to the satisfaction of the Director of Public Works. Such cleanups shall be accomplished in a timely manner, with as little public disruption as possible. Emergency repairs of franchise property may be commenced without prior permit; provided however, that the **GRANTEE** no later than the next normal working day shall notify by telephone, the Director of Public Works of any such work and shall within the next seven (7) calendar days apply for an excavation permit authorizing such emergency work.

D. Emergency Crews and Equipment: At all times during the term of this franchise, the **GRANTEE** shall maintain, on a twenty-four (24) hour basis, personnel to operate the pipeline system, including monitoring the leak detection system and the communications equipment. In addition, during the term of this franchise, the **GRANTEE** shall maintain on a twenty-four (24) hour basis, adequate standby equipment and properly trained emergency standby crews, within a radius of twenty-five (25) miles from any facilities maintained pursuant hereto, for the purpose of implementing emergency response, such as, shutting off the pressure and the flow of contents of such facilities, repairs, oil-spill cleanup, preventing or minimizing damage or the threat of any damage to people or the environment in the event of an emergency resulting from an earthquake, act of war, civil disturbance, flood, fire, leakage or other cause whatsoever.

E. Changes Required by Public Improvements: Whenever, during the existence of this franchise, the **CITY** shall change the grade, width, or location of any street in any manner, including the laying of sewer, storm drain, conduits, gas, water or other pipes owned or operated by the **CITY** or any other public agency, under the jurisdiction of the **CITY**, or construct any pedestrian tunnels, or other work of the **CITY** (the right to do all of which is specifically reserved to the **CITY** without any admission on its part that it would not otherwise have such rights) and such work shall, in the opinion of the Director of Public Works, render necessary any change in the position or location of any facilities of the **GRANTEE** in the street, the **GRANTEE** shall, at its sole cost and expense begin and thereafter diligently perform the necessary work to completion, in conformity with the written notice of the Director of Public Works as provided hereinafter. However, the **CITY** shall not require any relocation or modification which will have the effect of depriving the **GRANTEE** of a continuous and contiguous pipeline right-of-way. Except as provided herein before in this section, when such rearrangement is done for the accommodation of any person, firm or corporation, the cost of such rearrangement shall be borne by the accommodated party. Such accommodated party in advance of such arrangement, shall: (1) deposit with the **GRANTEE** in cash an amount, as in the reasonable discretion of the **GRANTEE** shall be required to pay the costs of such rearrangement; and (2) shall execute an instrument agreeing to indemnify and hold harmless the **GRANTEE** from any and all damages caused by such rearrangement.

Nothing contained in this franchise shall be construed to require the **CITY** to move, alter or relocate any of its facilities upon said streets, at its own expense, for the convenience, accommodation or necessity of any other public utility, person, firm or corporation, or to require the **CITY** or any person, firm or corporation now or hereafter owning a public utility system of any type or nature, to move, alter or relocate any part of its system upon said streets for the convenience, accommodation or necessity of the **GRANTEE**.

The **GRANTEE** shall be given not less than one hundred twenty (120) days written notice of any rearrangement of facilities which the **GRANTEE** is required to make hereunder. Such notice shall specify in reasonable detail the work to be done by the **GRANTEE** and shall specify the time that such work is to be accomplished. In the event that the **CITY** shall change the provisions of any such notice given to the **GRANTEE**, **GRANTEE** shall be given an additional period of not less than ninety (90) days to accomplish work.

F. Abandoned or Removal of Franchise Property: At the expiration, renovation or termination of this franchise or of the permanent discontinuance of the use of its facilities or any portion thereof, the **GRANTEE** shall, within ninety (90) days thereafter, make a written application to the Director of Public Works for authority (as determined by the **GRANTEE**) either: (1) to abandon all, or a portion, of such facilities in place; or (2) to remove all, or a portion of such facilities. Such application shall describe the facilities desired to be abandoned or removed by reference to the map or maps required hereinafter and shall also describe with reasonable accuracy the relative physical condition of such facilities. The Director of Public Works shall determine whether such abandonment or removal which is thereby proposed may be effected without detriment to the public interest or under what conditions such proposed abandonment or removal may be safely effected. He/She shall then notify the **GRANTEE**, and according to such requirements as shall be specified in the Public Works Director's order, the **GRANTEE** shall, within ninety (90) days thereafter, either:

1. Remove all or a portion of such facilities; or

2. Abandon in place all or a portion of such facilities, as set forth in the Public Director’s order.

If any facilities to be abandoned in place, subject to prescribed Conditions, shall not be abandoned in accordance with all such conditions, then the Director of Public Works may take additional appropriate steps, including, if he/she deems desirable, issuance of an order that the **GRANTEE** shall remove all such facilities in accordance with applicable requirements. In the event the **GRANTEE** shall fail to remove any facilities which it is obligated to remove in accordance with such applicable requirements within such time as may be prescribed by the Director of Public Works, then the **CITY** may remove or cause to be removed such facilities at the **GRANTEE’S** expense and the **GRANTEE** shall pay to the **CITY** the actual cost thereof, plus the current rate of overhead being charged by the **CITY** for reimbursable work.

G. Suspension of Operations: If, for any reason, the **GRANTEE** suspends operations of any pipeline contained in the franchise for a period in excess of ninety (90) days, the **GRANTEE** shall notify the Director of Public Works. During this period of suspended operations, the **GRANTEE** shall maintain its normal pipeline surveillance and all cathodic protection systems to insure pipeline integrity. This shall continue until such a time as the line is returned to service or abandoned in accordance with provisions mentioned hereinbefore.

Section 4. Maps and Records:

Within ninety (90) days following the date on which the pipeline has been relocated under this franchise, **GRANTEE** shall file as-built drawings and maps in such form as may be required by the City Engineer, the location, length and size of all of its facilities then in place; and shall, upon installation of any additional facilities, or upon removal, change or abandonment of all or any portion thereof, file revised as-built drawings and maps showing the location, length and size of all such additional, removed or abandoned facilities as of that date.

Section 5. Compensation to the City:

Upon the adoption of this franchise ordinance, the **GRANTEE** shall pay to the **CITY** annually in advance for the term of this franchise, a base annual fee calculated as follows:

<u>Pipe Internal Diameter</u>	<u>Rate (per lineal foot)</u>
Four (4) inches	\$.229
Six (6) inches	\$.449
Eight (8) inches	\$.742
Twelve (12) inches	\$1.549

Compensation provided for above shall be due and payable on July 1st of each year. Commencing with the first payment due, the base annual fee shall be multiplied by the Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange County, CA, “All Items” prepared by the United States Bureau of Labor Statistics, Department of Labor, for the month of April, and divided by the base index of April 1991, with said index having a value set at 140.70. However, in no event shall any annual Consumer Price Index, All Urban Consumers, Los Angeles-Riverside-Orange County, CA be less than the preceding annual index, and in no event shall the multiplying factor be less than one. If said Bureau discontinues the preparation and publication of the Consumer Price Index, All Urban

Consumers, Los Angeles-Riverside-Orange County, CA, "All Items", and if no transposition table prepared by the Department of Labor is available so as to make those statistics which are then available applicable to the Base Index, then the City Council shall prescribe a rate of payment which shall, in its judgment, vary from rates specified in this subsection in approximate proportion as commodity consumer prices, then current. Upon this point, the determination by the City Council shall be final and conclusive. Notwithstanding the provision of this Item 5, the **GRANTEE** shall be liable to pay the **CITY** the annual fee for the period to and including the date of either actual removal of the facilities or the effective date of a properly approved abandonment "in place" authorized by the **CITY**, and until the **GRANTEE** shall have fully complied with all the provisions of the law or ordinances relative to such abandonments.

In the event of partial abandonment of facilities with the approval of the **CITY** as elsewhere herein provided, or in the event of partial removal of such facilities by the **GRANTEE**, the payment otherwise due the **CITY** for occupancy of the streets by such facilities shall be prorated beginning the first day of the next succeeding franchise year; and for each franchise year thereafter, at the prorated amount per each linear foot of pipeline abandoned or removed; provided, however, that the said base rate shall be modified to reflect the Price Index adjustment (as provided hereinbefore) applicable to such abandoned or removed pipeline at the beginning of the next succeeding franchise year following abandonment or removal.

All annual payments shall be paid, without deduction or offset to the office of the City Controller at 205 South Willowbrook Avenue, Compton, California, 90220, or at such place as the **CITY** shall from time to time designate in writing. In the event any payment required hereunder is late, the following schedule of late charges shall be applicable to that portion which is overdue.

- a. Late ten (10) days but under thirty (30) days - 2% of the amount due; plus
- b. For each additional thirty (30) days or fraction thereof over thirty (30) days - an additional 2% for each thirty (30) days or fraction thereof; however in no event shall such penalty exceed twenty-five percent (25%).

Section 6. Responsibility:

A. Indemnification: The **GRANTEE**, by the acceptance or use of the franchise hereby granted, agrees to indemnify, defend and hold harmless, to the maximum extent permitted by law, the **CITY**, its elected officials, officers, agents, employees and representatives, from and against any and all liability, suits, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage and regardless of whether the allegations are false, fraudulent or groundless), costs and expenses (including reasonable attorney's fees, litigation, arbitration, mediation, appeal expenses) which in whole or in part arise out of or are connected with, or which are alleged to have arisen out of or to have been connected with, the **GRANTEE's** use of the **CITY** streets hereunder or arising out of any of the operations and/or activities of the **GRANTEE** pursuant to this franchise, excepting any claim, demand or cause of action arising out of the negligent or willful conduct of the **CITY**, its officials, officers, agents and/or employees.

CITY may, in its sole and absolute discretion, select counsel of its choosing to defend against any asserted liability, suit, action, proceeding, judgment, claim, loss, lien, damage, injury, cost or expense which is subject to indemnification obligations set forth herein. **GRANTEE** shall be required to fully reimburse the **CITY** for the legal fees and all related litigation and expert costs of such defense.

B. Insurance: On or before any commencement of any franchise operations, the **GRANTEE** shall obtain, pay for and maintain in full force and effect throughout the term of this franchise, an insurance policy or policies that fully protects the **CITY** from claims and suits for bodily injury and property damage. The insurance shall be issued by an insurance carrier or carriers which is duly authorized and qualified to engage in such insurance business under the laws of the State of California, insuring the **CITY** against any liability for loss resulting from or arising out of any operations and/or activities of the **GRANTEE** pursuant to this franchise. The policy or policies must include a signed endorsement naming the **CITY**, its officials, officers, agents and employees, as additionally insured's; provide that the **GRANTEE's** insurance is primary and that no other insurance available to the **CITY** will be called on to contribute to a loss covered under the policy or policies; provide that **GRANTEE's** insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought; and, provide at least thirty (30) days' advance written notice of cancellation, termination or reduction of coverage. The insurance must afford coverage for the **GRANTEE's** use, operation and activities, vehicles, equipment, facility representatives, agents and employees as follows:

1. Commercial General Liability Insurance with combined single limit liability coverage for bodily injury and property damage, and including coverage for contractual liability; personal injury; explosion, collapse and underground damage hazards; products; and completed operations in an amount equivalent to not less than Ten Million Dollars (\$10,000,000.00) per occurrence.

2. Workers' Compensation Insurance in compliance with the laws of the State of California and Employer's Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claimant.

3. Business Automobile Liability Insurance with separate per occurrence limits for bodily injury and property damage, including rented, leased, hired, scheduled, owned and non-owned auto and/or equipment coverage, as applicable, or in a combined single limit in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

Notwithstanding the above, and subject to approval by **CITY**, **GRANTEE** may provide a program of self-insurance. Any self-insurance program maintained by **GRANTEE** shall comply with the provisions and the specified limits contained herein. **GRANTEE** shall provide each year for the duration of the franchise, written notification to the **CITY** of its intent to self-insure.

Such insurance policies shall be maintained by the **GRANTEE** for the life of this franchise, and on the first anniversary of this franchise, and on every one thereafter, **GRANTEE** will provide updated evidence that such insurance is in force. The **CITY** has the right during the terms of this franchise to increase the amount and scope of coverage. The **CITY** covenants that it will not exercise such right in an unreasonable manner.

Section 7. Assignment:

GRANTEE shall not permit any right or privilege granted by the franchise to be exercised by another, nor shall the franchise or any interest therein or any right or privilege hereunder be in whole or in part sold, transferred, leased, assigned, or disposed of except to a corporation acquiring or owning a portion of the assets of the **GRANTEE** without the consent of the **CITY** expressed by ordinance or resolution, as may be required.

Section 8. Faithful Performance Bond:

On or before the effective date of the ordinance granting the franchise, **GRANTEE** shall file and thereafter at all times during the life of the franchise keep on file with the City Clerk, a corporate surety bond approved by the City Attorney payable to the **CITY** in the penal sum of One Hundred Thousand Dollars (\$100,000.00), with a surety to be approved by the City Attorney, conditioned that **GRANTEE** shall well and truly observe, fulfill and perform each condition of the franchise and that in case of any breach of condition of the bond, the whole amount of the penal sum shall be deemed to be liquidated damages and shall be recoverable from the principal and sureties of the bond. If said bond is filed prior to the effective date of the ordinance granting the franchise, the award of the franchise may be set aside and the ordinance granting the franchise repealed at any time prior to filing of said bond and any money paid in consideration for said award of the franchise shall be forfeited. In the event that said bond, after it has been so filed, shall at any time during the life of the franchise become insufficient, **GRANTEE** agrees to renew said bond, subject to the approval of the City Attorney within ten (10) days written notice to do so from the Director of Public Works.

Section 9. Acceptance:

This franchise is granted and shall be held and enjoyed only upon the terms and conditions herein contained, and the **GRANTEE** shall, within ten (10) days after the adoption of the ordinance granting said franchise, file with the City Clerk of the City of Compton, a written acceptance of such terms and conditions.

This franchise is granted upon each and every condition contained herein and shall ever be strictly construed against the **GRANTEE**. Each of said condition is a material and essential condition to the granting of this franchise.

Section 10. Affirmative Action:

Throughout the term of the franchise, the **GRANTEE** shall maintain an acceptable Affirmative Action Program, which assures that job applicants are sought and employed and that employees are treated during their employment without regard to their race, color, or national origin or ancestry, sex or religion and shall file documentary evidence thereof within thirty (30) days on written demand thereof by the City Manager.

Section 11. Eminent Domain:

No franchise granted by the **CITY** shall in any way impair or affect the right of the **CITY** or of any successor in authority to acquire the property of the **GRANTEE** by purchase or condemnation, and nothing contained in such a franchise shall be construed to contract away, modify or abridge either for a term or in perpetuity the **CITY'S** right of eminent domain in respect to any public utility.

Section 12. Cancellation of Prior Ordinance(s):

That this Franchise Ordinance shall entirely supersede and replace both Franchise Ordinance 1,581 and Franchise Ordinance 1,903. The parties agree that the aforementioned franchises shall terminate on the date and time this Franchise Ordinance becomes effective.

Section 13. Said franchise is not and shall not be exclusive.

Section 14. That if any section, subsection, sentence, clause or phrase hereof us for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this legislation and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that anyone or more sections, subsections, sentences, clauses or phrased be declared invalid or unconstitutional.

Section 15. That copies of this Ordinance shall be forwarded to the offices of the City Manager, City Controller, City Attorney and the Department of Public Works/Municipal Utilities.

Section 16. That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect thirty (30) days after the date of its final passage and adoption by the City Council.

Section 17. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause the same to be published as required by law.

ADOPTED this ____ day of _____, 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 Ordinance was duly 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 Ordinance was adopted by the following vote, to wit:

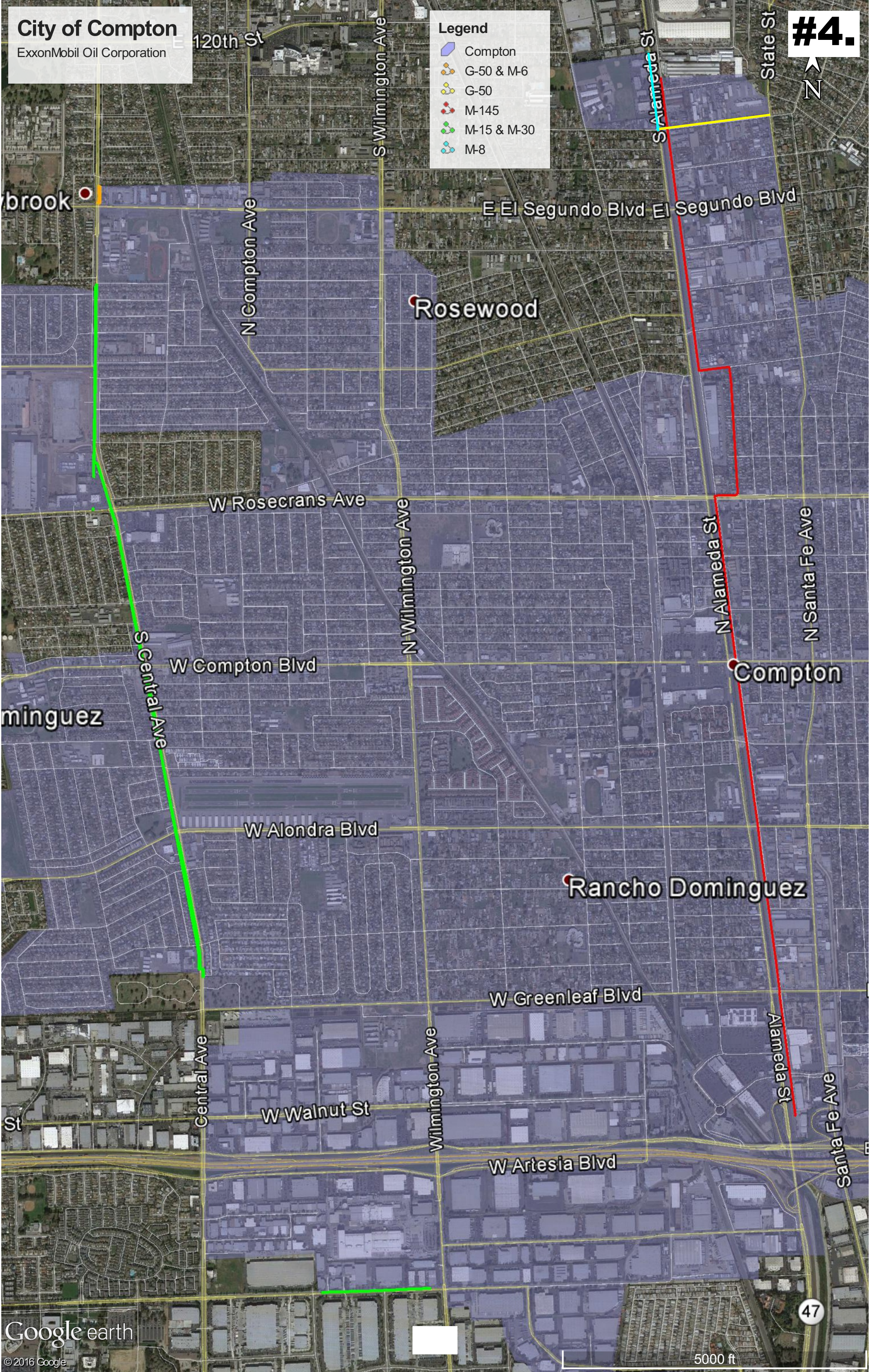
AYES: COUNCIL MEMBERS-
NOES: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

Legend

- Compton
- G-50 & M-6
- G-50
- M-145
- M-15 & M-30
- M-8

#4.



RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON GRANTING A FRANCHISE TO TORRANCE PIPELINE COMPANY LLC TO OPERATE, INSTALL, MAINTAIN, REPLACE, REMOVE AND/OR REPAIR PIPELINES AND APPURTENANCES FOR THE TRANSPORTATION OF OIL, HYDROCARBON SUBSTANCES, REFINED PETROLEUM PRODUCTS INCLUDING CATHODIC PROTECTION FACILITIES, NECESSARY OR CONVENIENT FOR THE GRANTEE’S BUSINESS WITHIN THE JURISDICTION OF THE CITY OF COMPTON (First Reading)

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

6/15/2016 6:15:01 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

6/21/2016 4:45:57 PM
DATE

Austin Okonta
CITY CONTROLLER

6/16/2016 12:23:35 PM
DATE

Roger Haley
CITY MANAGER

6/16/2016 12:00:56 PM
DATE

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

July 12, 2016

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON IMPLEMENTING A FISCAL TRANSPARENCY
AND ACCOUNTABILITY POLICY INCLUDING CITY
CONTROLLER DUTIES, CONSISTENT WITH ARTICLE VII
AND ARTICLE XIV OF THE CITY CHARTER**

SUMMARY

The City Council will consider adopting a Resolution that will implement a fiscal responsibility policy including further reports, information, and participation of the City Controller, all of which is consistent with Article VII and Article XIV of the City Charter.

BACKGROUND

Mayor Brown requested preparation of a Resolution implementing a new fiscal responsibility policy which provides for greater participation of the City Controller in promoting fiscal transparency and accountability. Pursuant to the Mayor's request, and as part of the policy, the Resolution requires an Annual Revenue Summary Report as described more fully below, presentations by the City Controller, and a Monthly Revenue and Expenditure Report. These reports and information are to be used to assist in the preparation of each year's budget and to monitor the City's revenues on a regular basis.

STATEMENT OF ISSUE

Section 708 of the City Charter sets forth the powers and duties of the City Controller, which include compiling the budget expense and capital estimates for the City Manager; supervising the disbursement of all monies and controlling expenditures to ensure that budget appropriations are not exceeded; and submitting to the City Council through the City Manager a monthly statement of all receipts and disbursements to show the exact financial condition of the City, and a complete financial statement and report at the end of each fiscal year.

#5.

Staff Report - Resolution Adopting Fiscal
Transparency and Accountability Policy
July 12, 2016

Consistent with the foregoing City Charter provisions, the intent of the policy, as set forth in the Resolution, is to further implement the foregoing provisions of the Charter and to provide for greater fiscal awareness and fiscal responsibility for the City.

Therefore, as part of the City Controller's responsibility to keep the City Council advised of the financial condition of the City, the Resolution requires the City Controller to create and submit to the City Council an Annual Revenue Summary Report which includes impending threats to General Fund revenues and potential fiscal opportunities, based on current or upcoming legislation. This Report shall be submitted to the City Council for use and approval in connection with the annual budget preparation process. In addition, the Resolution requires the City Controller to be present at all budget hearings and workshops to present and discuss the Annual Revenue Summary Report.

The Resolution also requires the City Controller to create and submit to the City Council, as an agenda item, a Monthly Revenue and Expenditure Report which includes a visual presentation for the benefit of the City Council and the public, and to report overages and expenditures in excess of the budgeted fund amount approved since the date of the preceding regular meeting of the City Council.

FISCAL IMPACT

No fiscal impact is anticipated as a result of the adoption of this Resolution.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

ROGER L. HALEY
CITY MANAGER

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
IMPLEMENTING A FISCAL TRANSPARENCY AND ACCOUNTABILITY
POLICY INCLUDING CITY CONTROLLER DUTIES, CONSISTENT WITH
ARTICLE VII AND ARTICLE XIV OF THE CITY CHARTER**

WHEREAS, Section 708 of the City Charter sets forth the powers and duties of the City Controller; and

WHEREAS, the City Controller's duties include compiling the budget expense and capital estimates for the City Manager, supervising the disbursement of all monies and controlling expenditures to ensure that budget appropriations are not exceeded, and submitting to the City Council through the City Manager a monthly statement of all receipts and disbursements to show the exact financial condition of the City, and a complete financial statement and report at the end of each fiscal year; and

WHEREAS, it is the City Council's intent in adopting this Resolution to further implement the foregoing provisions of the City Charter and to provide for greater fiscal awareness and fiscal responsibility for the City of Compton.

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

Section 1. That it is the policy of the City Council to provide for even greater fiscal awareness and fiscal responsibility by requiring the reports, information, and participation of the City Controller described in Sections 2 through 5, below.

Section 2. That as part of the City Controller's responsibility to keep the City Council advised of the financial condition of the City, the City Controller shall create and submit to the City Council an Annual Revenue Summary Report which includes impending threats to General Fund revenues and potential fiscal opportunities, based on current or upcoming legislation. The City Controller shall submit the Annual Revenue Summary Report to the City Council for use and approval in connection with the annual budget preparation process, and the Annual Revenue Summary Report shall form part of the basis of annual revenue projections.

Section 3. That as part of the City Controller's responsibility to keep the City Council advised of the financial condition of the City, the City Controller shall be present at all budget hearings and workshops to present and discuss the Annual Revenue Summary Report, in addition to presenting and discussing the other fiscal matters such as the required five-year revenue projection.

Section 4. That as part of the City Controller's responsibility to keep the City Council advised of the financial condition of the City, the City Controller shall create and submit to the City Council, as an agendaized report, a Monthly Revenue and Expenditure Report which includes a visual presentation for the benefit of the City Council and the public.

Section 5. That as part of the City Controller's responsibility to keep the City Council advised of the financial condition of the City, the City Controller shall advise the City Manager in writing of overages and shall report to the City Council all expenditures in excess of the budgeted fund amount approved since the date of the preceding regular meeting of the City Council.

Section 6. 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 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

RESOLUTION NO.
Page 2

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

July 12, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO MELVINNA SHARP FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2016-2017 (\$35,500)

SUMMARY

The City Clerk requests that the City Council adopt a Resolution authorizing the City Manager to enter into a contract and issue a purchase order in the amount of \$35,500.00 to Melvinna Sharp for payment of services for transcription and preparation of meeting minutes of the City's legislative bodies and specialized electronic services for the Fiscal Year 2016-2017.

BACKGROUND

The City contracts with Melvinna Sharp to transcribe and prepare the meeting minutes for the Compton Public Finance Authority, the Urban Community Development Commission, the Successor Agency to the Community Redevelopment Agency of the City of Compton, and the City Council ("legislative bodies"). Use of her services allows the minutes to be prepared and submitted to the various legislative bodies for review and filing in a timely manner.

Additionally, Ms. Sharp is responsible for providing a variety of technological services attendant to the agenda preparation process for the City's legislative bodies, such as:

1. Export the consent Agenda from SIRE to the Granicus Live Manager System.
2. Transcribes the spoken word from video files using sophisticated software (Granicus Live/Media Manager internet-based software).
3. Include accurate time stamps for agenda items (Public Comments on Agenda and Non-Agenda Items, Consent Agenda, etc.).

4. Perform application programming operations (enters specialized vocabulary into software) to assist in the rapid and accurate translation of spoken information into electronic and print materials; (roll call, motions, votes, resolution numbers, ordinance numbers, report out of closed session items, and adjournments).
5. Records amendments to resolutions and ordinances, incidental motions, requests to withdraw or modify motions, special privileges, and disciplinary procedures.
6. Evaluates and maintains software to determine suitability.
7. Identifies and takes corrective action to resolve routine operational problems.
8. Publishes training streams as necessary.
9. Provide user accessibility to archived meetings via the internet.
10. Operates peripheral equipment such as printers, desktop computers, and copiers to provide hard copies of summary minutes.

Ms. Sharp is compensated at a flat rate of \$800.00 per week for each week that meetings of the legislative bodies are conducted as well as any special meetings called.

STATEMENT OF THE ISSUE

The existing contract has expired. Thus, it is requested that the City Manager be authorized to enter into a contract and issue a purchase order in the amount of \$35,500.00 to pay for services rendered through June 30, 2017.

FISCAL IMPACT

The funding is currently budgeted in the City Clerk's Fiscal Year 2016-2017 budget in Account No. 1001-47-000-4262.

RECOMMENDATION

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

ALITA GODWIN, CMC
CITY CLERK

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO MELVINNA SHARP FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2016-2017 (\$35,500)

WHEREAS, the City has contracted with Melvinna Sharp ("Sharp") to transcribe and prepare the meeting minutes for the Compton Public Finance Authority, the Urban Community Development Commission, the Successor Agency to the Community Redevelopment Agency of the City of Compton, and the City Council ("legislative bodies"); and

WHEREAS, Sharp has additional duties which include but is not limited to performing application programming operations to assist in the rapid and accurate translation of spoken information into electronic and print materials; and

WHEREAS, Sharp is compensated at a flat rate of \$800.00 for each week that meetings of the legislative bodies are held; and

WHEREAS, staff is recommending that the City Manager be authorized to enter into a contract and issue a purchase order in the amount of \$35,500.00.

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

Section 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a contract with Melvinna Sharp for the transcription and preparation of City of Compton's legislative bodies (i.e. Public Finance Authority, Urban Community Development Commission, Successor Agency to the Community Redevelopment Agency of the City of Compton and the City Council), as well as any special meetings called for Fiscal Year 2016-2017 (July 1, 2016 through June 30, 2017).

Section 2. That funds for this expenditure are available in the City Clerk's Fiscal Year 2016-2017 budget in Account No. 1001-470-000-4262.

Section 3. That a purchase order is authorized to be issued in the amount of \$35,500.00.

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

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 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

**TRANSCRIPTION SERVICES AGREEMENT
BETWEEN
THE CITY OF COMPTON
AND
MELVINNA SHARP**

This **AGREEMENT** is entered and made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and the **MELVINNA SHARP** (hereinafter referred to as "**CONTRACTOR**") located at 902 North Poinsettia Avenue, Compton, California 90220.

RECITALS:

WHEREAS, the City requires the services of a qualified and experienced professional to assist the City Clerk's Office by providing transcription services for the meeting minutes for the four (4) legislative bodies of the City of Compton; i.e. the Compton Public Finance Authority, the Urban Community Development Commission, the Compton Successor Agency to the Community Redevelopment Agency of the City of Compton and the Compton City Council; and

WHEREAS, Contractor represents that she is specifically trained, experienced, competent, and has the resources to provide such services which will be required by this Agreement; and

WHEREAS, by Resolution No. _____, adopted on the _____ day of _____ 2016, the City Council authorized the City Manager to enter into a contract with the Contractor (Melvinna Sharp) to provide the needed services; and

WHEREAS, Contractor is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

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

AGREEMENT:

1. Services to be rendered by Contractor. It is the mutual understanding of the parties that the Contractor shall render services "**as-needed**" and requested by the Compton City Clerk. These services shall include, but are not limited to transcription and preparation of minutes from the Compton Public Finance Authority, the Urban Community Development Commission, the Compton City Council and the Successor Agency meetings. Services further include responsibly for providing a variety of technological services attendant to the agenda preparation process, including:

1. Export the consent Agenda from SIRE to the Granicus Live Manager System.
2. Transcribe the spoken word from video files using sophisticated software (Granicus Live/Media Manager internet-based software).
3. Include accurate time stamps for agenda items (Public Comments on Agenda and Non-Agenda Items, Consent Agenda, etc.).
4. Perform application programming operations (enter specialized vocabulary into software) to assist in the rapid and accurate translation of spoken information into electronic and print materials; (roll call, motions, votes, resolution numbers, ordinance numbers, report out of closed session items, and adjournments).

Services Agreement – Melvinna Sharp
Legislative Bodies Minutes – Transcription FY 2016-2017
Resolution No. _____ (City Clerk)

5. Record amendments to resolutions and ordinances, incidental motions, requests to withdraw or modify motions, special privileges, and disciplinary procedures.
6. Evaluate and maintain software to determine suitability.
7. Identify and take corrective action to resolve routine operational problems.
8. Publish training streams as necessary.
9. Provide user accessibility to archived meetings via the internet.
10. Operate peripheral equipment such as printers, desktop computers, and copiers to provide hard copies of summary minutes.

Contractor acknowledges that in entering into this Agreement the City is relying on Contractor's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, 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 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. The acceptance of the services by City does not release Contractor from these obligations.

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

2. Duration of Contract. The term of this Agreement shall be for period of July 1, 2016 through June 30, 2017, unless this Agreement is terminated as provided herein.

3. Compensation. The method of payment for this Contract will be based on a fee-for-services basis, billable at an agreed rate of **Eight Hundred Dollars (\$800.00)** per date for transcription and preparation of meeting minutes for each and every City of Compton legislative body (i.e. the Compton Public Finance Authority, the Urban Community Development Commission, the Compton City Council and the Successor Agency) meeting on that date. The compensation 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 services or the scope of the project. In the instance of a change in the scope of services or scope of the project, adjustment to the compensation may be negotiated between the Contractor and the City. Adjustment in the compensation will not be effective until authorized and approved by contract amendment.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the Contractor. If Contractor fails to submit the required deliverable items according to schedule, unless the failure is through no fault of the Contractor or the schedule is altered/extended by the City, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Services Agreement – Melvinna Sharp
Legislative Bodies Minutes – Transcription FY 2016-2017
Resolution No. _____ (City Clerk)

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

The Contractor is required to comply with all federal, state and local laws and ordinances applicable to the work.

The Contractor understand and agree that the maximum compensation authorized for the services to be performed pursuant to this Agreement is limited to a not-to-exceed sum of **Thirty Five Thousand Five Hundred Dollars (\$35,500.00).**

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

4. Ownership of Materials. Contractor agrees that all of its electronic and hardcopy reports, documents, disc, diskettes and other materials and 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. 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; provided, however, that if this Agreement is terminated for any reason prior to expiration of this Agreement and if under such circumstances City uses, or engages the services of and directs another Contractor to use, the Work Product, City agrees to hold Contractor 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 Contractor, or anyone for whose acts it is responsible, in preparation of the Work Product. Contractor will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others.

5. Independent Contractor Status. Contractor, its officers, employees, subcontractors, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), will perform the services in Contractor's own way and pursuant to this Agreement as an independent contractor and in pursuit of Contractor's independent calling, and not as an employee of City. The persons used by Contractor to provide the services under this Agreement will not be considered employees of City for any purposes. Neither the City nor any

of its officers, employees, agents or volunteers shall have any control over the conduct of the Contractor, except as expressly set forth in this Agreement. Contractor expressly warrants that

while engaged in carrying out and complying with any terms and conditions of this Agreement that Contractor shall not at any time or in any manner, represent that Contractor is in any manner officers, employees, agents or volunteers of the City. Contractor shall obtain no rights to retirement, health care or any other benefit that accrue to City officials, officers, or employees. Contractor expressly waives any claim to such rights.

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

6. 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 are material considerations 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 of any of Contractor's rights, duties or obligations arising under this Agreement shall be null and void.

7. Nondiscriminatory Employment Practices. During the performance of this Agreement, the 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 Contractor's non-compliance with the non-discrimination clause of this Agreement, this Agreement may be immediately canceled, terminated or suspended in whole or in part.

8. **Subcontracting.** Contractor's services are unique and personal. Except as may be agreed to by the City, 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.

9. **Other Contractors.** The City reserves the right to employ other Contractors in connection with the services.

10. **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 the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the Contractor, its officers, employees, subcontractors, 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.

11. **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. 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.

11.1 Commercial General Liability Insurance. \$500,000.00 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.

11.2 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. Workers' Compensation and Employer's Liability insurance will not be required if Contractor has no employees and provides, to City's satisfaction, a declaration stating this.

Endorsements. For Commercial General Liability Insurance, Contractor will insure 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.

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

13. Maintenance of Records. Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor 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. Contractor will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years, or longer if required by law, from the date of final payment under this Agreement.

14. Warranties. 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 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 his 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 or will enter into any agreement (whether oral or written) in conflict with this Agreement.

15. General Compliance with Laws. 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. Termination. In the event of the Contractor's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Contractor in writing. Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Contractor, whether located at the project site, at Contractor's place of business, or at the offices of a subcontractor.

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

Either Party, upon tendering ten (10) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Contractor will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

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

18. 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.

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

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

25. **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.

26. **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:

Services Agreement – Melvinna Sharp
 Legislative Bodies Minutes – Transcription FY 2016-2017
 Resolution No. _____ (City Clerk)

To Contractor: **MELVINNA SHARP**
902 North Poinsettia Avenue
Compton, California 90220
Attn: Melvinna Sharp
(562) 441-6645
(888) 421-8798 fax.

To City: **CITY OF COMPTON**
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Clerk
(310) 605-5530
(310) 639-4685 – 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.

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

CONTRACTOR

Dated: _____

By _____
Melvinna Sharp

CITY OF COMPTON
Recommended for Approval:

Dated: _____

By _____
Alita Godwin, City Clerk

#6.

Services Agreement – Melvinna Sharp
Legislative Bodies Minutes – Transcription FY 2016-2017
Resolution No. _____ (City Clerk)

Approved By:

Dated: _____

By _____
Roger Haley, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Clerk

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT AND ISSUE A PURCHASE ORDER TO MELVINNA SHARP FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY’S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR FISCAL YEAR 2016-2017 (\$35,500)

Alita Godwin
DEPARTMENT MANAGER’S SIGNATURE

7/7/2016 1:02:13 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

7/8/2016 2:27:58 PM
DATE

Austin Okonta
CITY CONTROLLER

7/7/2016 2:58:12 PM
DATE

Roger Haley
CITY MANAGER

7/7/2016 1:04:21 PM
DATE

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

July 12, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH CHANGE FOUNDATION FOR GRAFFITI
REMOVAL SERVICES FOR FISCAL YEAR 2016-2017 ON AN URGENT
NEED BASIS**

SUMMARY

This Resolution authorizes the City Manager to enter into an agreement for Graffiti Abatement services with Change Foundation for fiscal year 2016-2017 on an urgency basis.

BACKGROUND

The City of Compton is plagued with recurring graffiti or "tagging" on public property. Graffiti negatively impacts our community in several ways, such as, devaluing property, deterring business related investments into our community and most importantly, graffiti often times lead to violence and other crimes in the vicinity of the tagging.

The City engaged the services of Change Foundation to provide urgently needed for five months during last fiscal year. These services were provided in a responsive and competent manner throughout the term of the agreement. Prior to the end of the contract, staff intended, but was unable to, complete an RFP for a multi-year agreement.

STATEMENT OF THE ISSUE

Currently, staff is concerned not to allow another service gap in graffiti removal while preparing an RFP for a multi-year agreement, and is proposing to allow Change Foundation to continue graffiti removal services for the 2016-2017 fiscal year. The cost of these services will continue at the rate of the prior contract to Change Foundation. The contract for this resolution proposes a thirty day termination notice and when the RFP is completed during this fiscal year Council can choose to terminate this agreement and enter into another agreement with the successful bidder.

#7.

Graffiti Abatement Services Staff Report
July 12, 2016
Page 2

FISCAL IMPACT

Adequate funds (\$150,000) are available in the FY 2016-17 Public Works/Municipal Utilities Department's adopted budget per account no. 2502-720-000-4266.

ALTERNATIVE

City Council may not authorize a contract with this graffiti company and staff will explore other options to address this need.

STAFF RECOMMENDATION

Staff recommends that City Council authorize the City Manager to enter into an agreement with Change Foundation for urgent graffiti services for the 2016-2017 fiscal year.

ROGER HALEY
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT
WITH CHANGE FOUNDATION FOR GRAFFITI REMOVAL SERVICES FOR
FISCAL YEAR 2016-2017 ON AN URGENT NEED BASIS**

WHEREAS, graffiti or "tagging" negatively impacts our community in several ways, such as, devaluing property, deterring business related investments into our community and most importantly graffiti often times lead to violence and other crimes in the vicinity of the tagging; and

WHEREAS, Change Foundation has performed urgent graffiti removal services for approximately the past five (5) months which agreement expired on June 30, 2016; and

WHEREAS, staff intended to, but was unable to, release a new Request For Proposal prior to the expiration of the most recent graffiti agreement; and

WHEREAS, the City of Compton remains impacted by the recurrence of graffiti throughout the City and needs a graffiti company to remove the graffiti as expeditiously as possible; and

WHEREAS, it is staff's opinion that the services that have been provided by Change Foundation have been responsive and competent during this prior interim period; and

WHEREAS, staff is requesting that Change Foundation continue with graffiti removal services for the 2016-2017 fiscal year; and

WHEREAS, staff is requesting that funds in an amount of \$150,000.00 are available in the Public Works/Municipal Utilities Department's 2016-2017 Fiscal Year budget in account no. 2502-720-000-4266.

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

SECTION 1. That the City Manager is hereby authorized to enter into, upon the advice of the City Attorney, an agreement for graffiti abatement services with Change Foundation for fiscal year 2016-2017 on an urgent need basis.

SECTION 2. That the funds for these expenditures are in the Public Works/Municipal Utilities Department's 2016-2017 Fiscal Year budget in Account No. 2502-720-000-4266 in an amount not to exceed \$150,000.00.

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 the 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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
C.H.A.N.G.E. FOUNDATION**

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 **C.H.A.N.G.E. (Casting Hope Against Negative Gang Environment) Foundation**, a California Corporation (hereinafter referred to as "**CONTRACTOR**"), located at 1817 E. Pine Street, Compton California 90221.

RECITALS:

WHEREAS, the City is in need of retaining the services of an experienced and qualified graffiti removal contractor to assist in removing graffiti in an expeditious manner throughout the City.

WHEREAS, Contractor shall perform in a professional manner, everything required to be performed, shall provide and furnish all the administration, labor, materials, necessary tools, expendable equipment and all utility and transportation services for the provision of graffiti removal services for all public property- to include one and two story building, walkways, bike trails, wall, gates and fences, and poles; and other structures deemed necessary by the City as follows:

- Pro-active, self-monitoring.
- Color matching required.
- Before and After photos (black and white).

WHEREAS, by Resolution No. _____, adopted on the _____ day of July 2016, the City Council gave approval to award a contract to the Contractor to provide the services required by this Agreement; and

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

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

NOW, THEREFORE, Contractor and 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 Contractor. It is the mutual understanding of the parties that the Contractor shall perform and be responsible for providing and rendering the following professional services, which shall include, but not be limited to the below-indicated tasks and deliverables:

Contractor will provide graffiti removal services on a full-time, five days a week proactive, self-monitoring basis as well as on-call assignments from Public Works Department and City Manager's Office on weekdays and weekends.

Graffiti removal services shall be performed on all public property- to include one and two story building, walkways, bike trails, wall, gates and fences, poles and areas visible from the public right-of-way; private property- to include walkways, walls , gates and fences, poles, structures and areas visible from the public right-of-way; and other structures deemed necessary by the City.

Color matching is required and before and after photos of each site worked shall be taken by the Contractor and supplied to the City.

Contractor acknowledges that in entering into this Agreement the City is relying on Contractor's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the Services, 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 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. The acceptance of the services by City does not release Contractor from these obligations.

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. On demand of City, if any employee or subcontractor of Contractor fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the services.

Donal Holloway, CEO of Contractor, shall be primarily responsible for representing Contractor in performance of this Agreement.

2. Duration of Contract. Contractor agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner from July 1, 2016 until June 30, 2017.

Contractor will generally adhere to the schedule set forth by the City provided, that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Contractor's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Contractor's officers or employees.

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

3. Compensation. The total price paid the Contractor will include compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor.

As full and complete compensation for performance of all the services performed by the Contractor pursuant to this Agreement, City shall pay, and Contractor agrees to accept, a not-to-exceed maximum sum of **One Hundred Fifty Thousand Dollars (\$150,000)**, payable as follows:

- Monthly Payments of \$12,500.00, not-to-exceed \$150,000.00.

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

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

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Contractor; 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 Contractor to use, the Work Product, City agrees to hold Contractor 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 Contractor, or anyone for whose acts it is responsible, in preparation of the Work Product. Contractor will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

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

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

6. 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 are material considerations 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 of any of Contractor's rights, duties or obligations arising under this Agreement shall be null and void.

7. Nondiscriminatory Employment Practices. During the performance of this Agreement, the 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 Contractor's non-compliance with the non-discrimination clause of this Agreement, this Agreement may be immediately canceled, terminated or suspended in whole or in part.

8. Subcontracting. Contractor's services are unique and personal. Except as may be specified in Contractor's Proposal and agreed to by the City, 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.

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

10. 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 the City from any and all liability and expense including reimbursement of reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the Contractor, its officers, employees, subContractors, 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.

11. 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. 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.

11.1 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.

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

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

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, 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.

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

13. Maintenance of Records. Contractor will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Contractor 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. Contractor shall maintain all records and will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period and to the extent required by laws relating to audits of public agencies and their expenditures, from the date of final payment under this Agreement.

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 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 his 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 or will enter into any agreement (whether oral or written) in conflict with this Agreement.

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

16. General Compliance with Laws. 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.

17. Termination. In the event of the Contractor's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Contractor in writing. Contractor has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Contractor has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Contractor, whether located at the project site, at Contractor's place of business, or at the offices of a subContractor.

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

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Contractor will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Contractor will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

18. Covenants Against Contingent Fees. Contractor warrants that Contractor has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from,

the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

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

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

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

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

Donal Holloway, CEO

(Date)

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

22. Testimony. 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.

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

24. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of 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.

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

26. Amendments. This Agreement may be modified or amended only be written document executed by both 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.

27. Confidentiality. All documents, reports, information, data, and exhibits prepared or assembled by Contractor in connection with the performance of the Services pursuant to the Agreement are confidential until released by the City to the public, and the Contractor will not

make any of these documents or information available to any individual or organization not employed by the Contractor or the City without the written consent of the City before any such release.

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

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

TO CONTRACTOR:

**DONAL HOLLOWAY
C.H.A.N.G.E. FOUNDATION
1817 E. PINE STREET
COMPTON, CA 90221**

TO CITY:

**CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Public Works Director
(310) 761-1406 (wk)
(310) 761-1464 (fx)**

With Copy to:

**CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager**

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

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

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

C.H.A.N.G.E. Foundation/ CONTRACTOR

Dated: _____

By _____

Donal Holloway, CEO

CITY OF COMPTON

Approved by:

Dated: _____

By _____
Roger L. Haley, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

July 12, 2016

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ENTER INTO LEGAL
SERVICES RETAINER AGREEMENTS FOR FISCAL YEARS 2016-2017
AND 2017-2018 TO ASSIST THE CITY ATTORNEY'S OFFICE**

SUMMARY

The City Council will consider adopting a Resolution authorizing the City Attorney to enter into various legal services retainer agreements to assist the City Attorney's Office.

BACKGROUND

The Compton City Charter, Section 702, authorizes the City Council to employ outside attorneys to assist the Office of the City Attorney in the handling of the legal business of the City. Over the years, the City of Compton has retained the services of various outside law firms to assist the Office of the City Attorney with specific complex matters and in specialized areas of the law.

STATEMENT OF THE ISSUE

The City of Compton has identified the need to secure expert legal services to assist the City and the Office of the City Attorney. Such outside legal assistance will focus on specialized municipal projects including but not limited to City Attorney's Office conflict of interest matters, municipal labor and employment practices, complex litigation, multiple city representation matters and municipal specific advice letters. The retention of outside legal services will be exercised on an "as-needed" basis by the City Attorney.

This Resolution will authorize the City Attorney to enter into legal retainer agreements with the following law firms: Richard Watson and Gershon, Sanders Roberts and Jewett LLP, Albright, Yee & Schmit LLP, Harris and Associates and Filer Palmer, LLP.

FINANCIAL IMPACT

Funds to pay outside legal services are available in the 2011-2012 Fiscal Year Budget of the City Attorney's Office and will be used on an "as-needed" basis. The above-referenced legal retainer agreements shall be paid from the budgeted fund account number 1001-42-0000-4261.

#8.

Legal Services Retainer Staff Report
Page 2 of 2

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution authorizing the City Manager to enter into various legal services retainer agreements to assist the City Attorney's Office.

CRAIG J. CORNWELL
CITY ATTORNEY

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 ENTER INTO LEGAL
SERVICES RETAINER AGREEMENTS FOR FISCAL YEARS 2016-2017
AND 2017-2018 TO ASSIST THE CITY ATTORNEY**

WHEREAS, Section 702 of the Compton City Charter authorizes the City Council to employ outside attorneys to assist the City and the Office of the City Attorney in the handling of the legal business of the City; and

WHEREAS, over the years the City of Compton has retained the services of various law firms to assist the Office of the City Attorney with specific cases and in specialized areas of the law; and

WHEREAS, the City has identified the need to secure expert legal transactional and litigation services to assist the City and the Office of the City Attorney on an as-needed basis with specialized projects such as City Attorney's Office conflict of interest matters, municipal labor and employment practices, complex litigation, multiple city representation matters and municipal specific advice letters; and

WHEREAS, over the last two years the authorized legal panel, with City Attorney oversight, has achieved significant legal victories for the City of Compton taxpayer, including a 3.6 million dollar jury awarded defense verdict, employee discipline appeals and discrimination litigation rulings in favor of the City.

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

Section 1. That the City Manager is authorized to enter into legal retainer agreements, upon the advice of the City Attorney, with the following law firms for the 2016/2017 Fiscal Year Budget and 2017/2018 Fiscal Year Budgets: Richard Watson and Gershon, Sanders Roberts and Jewett LLP, Albright, Yee & Schmit LLP, Harris and Associates and Filer Palmer, LLP to assist the City Attorney's Office as needed.

Section 2. That the above referenced legal retainer agreements shall be paid from account number 1001-42-0000-4261 and 6400-42-0000-4261.

Section 3. That the hourly rates shall not exceed \$350.00 an hour.

Section 4. That a duly certified copy of this Resolution shall be delivered to the Offices of City Manager, City Attorney, City Controller and City Clerk.

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

ADOPTED this _____ day of _____, 2016

MAYOR OF THE CITY OF COMPTON

Resolution No. _____
Page 2

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held this _____ day of _____ 2016.

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

AYES: COUNCIL MEMBERS-
NOYES: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

July 12, 2016

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING THE RESULTS OF A SPECIAL MUNICIPAL ELECTION IN THE CITY OF COMPTON HELD IN THE CITY ON JUNE 7, 2016

SUMMARY

The attached Resolution declares the results of a Special Municipal Election held on June 7, 2016.

BACKGROUND

The California Revenue and Taxation Code authorizes the City of Compton (“City”) to levy a transactions and use tax at a rate not to exceed one percent for general purposes, subject to a majority vote of the qualified electors of the City voting on the issue.

On February 9, 2016, the City Council adopted an ordinance calling for a special municipal election to be held on June 7, 2016, (“Special Election”) to be consolidated with the election to be conducted by the County of Los Angeles on the same date. The City Council also approved an ordinance imposing a one percent transaction and use tax for general purposes (“Tax Ordinance”) and ordered that the ballot proposition relating to the imposition of the Tax Ordinance (“Ballot Proposition”) be submitted to the voters at the Special Election.

The Special Election was held on June 7, 2016. The Registrar-Recorder/County Clerk of the County of Los Angeles provided election services, including the official canvass of the votes cast in the Special Election, and it appears that the Special Election was held and conducted in accordance with the provisions of the California Elections Code.

The whole number of ballots cast in the City at the Special Election was 15,212, of which 6,833 were voted for the Ballot Proposition and 6,608 were voted against the Ballot Proposition. According to the Office of the Registrar-Recorder/County Clerk of the County of Los Angeles, 1,771 of the ballots cast in the City at the Special Election did not vote on the Ballot Proposition. The Ballot Proposition was approved by a majority of the votes cast at the Special Election.

Pursuant to Section 10264 of the California Elections Code, the City Clerk is required to insert in the minutes of the meeting of the City Council a statement of the results of the Special Election. The City Clerk will then transmit the Tax Ordinance to the State Board of Equalization.

Staff Report – Resolution Requesting Consolidation

Page 2

The State Board of Equalization will administer the Tax Ordinance, which conforms to the Board's model transactions and use tax ordinance. The Tax Ordinance provides that the City will contract with the State Board of Equalization to perform all functions required to administer the Tax Ordinance. Although not required by law, the Tax Ordinance provides for the Council to establish a Compton Taxpayers Committee by January 7, 2017 to review the expenditure of the revenues collected pursuant to the Tax Ordinance, and also provides for annual independent financial audits.

The transactions and use tax will become operative on the first day of the first calendar quarter commencing more than 110 days after the date of adoption of the Tax Ordinance. To implement the transactions and use tax, the City is required to enter into two contracts with the State Board of Equalization, including a preparatory cost agreement and an ongoing administration agreement.

FISCAL IMPACT

The transactions and use tax is estimated to annually generate approximately \$7,000,000 in revenues. Because the transactions and use tax is a general tax, the proceeds of the tax must be placed into the General Fund and be available to fund general City services.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

ROGER HALEY
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON DECLARING THE RESULTS OF A SPECIAL
MUNICIPAL ELECTION IN THE CITY OF COMPTON HELD
IN THE CITY ON JUNE 7, 2016**

RECITALS:

WHEREAS, the City Council of the City of Compton (“City Council”) adopted on February 9, 2016, an ordinance entitled, “An Ordinance of the City Council of the City of Compton Calling and Providing for a Special Municipal Election to be Held in the City of Compton on June 7, 2016” (“Ordinance Calling Election”), calling for a special municipal election (“Special Election”) of the qualified electors within the City of Compton (“City”) to be consolidated with the election to be conducted by the County of Los Angeles on the same date; and

WHEREAS, the City Council adopted on February 9, 2016, a resolution entitled, “A Resolution of the City Council of the City of Compton Approving an Ordinance Imposing a One Percent Transactions and Use Tax For General Purposes to be Administered by the State Board of Equalization, Declaring a Fiscal Emergency in the City of Compton Which Interferes With the City’s Ability to Provide an Adequate Level of Municipal Services, Ordering that the Measure to Adopt the Transactions and Use Tax be Submitted to the Voters of the City at the Special Municipal Election to be Held June 7, 2016, and Directing the City Attorney to Prepare an Impartial Analysis of the Measure” (“Resolution Approving Tax Ordinance”); and

WHEREAS, the City Council adopted on February 9, 2016, a resolution entitled “A Resolution of the City Council of the City of Compton Requesting the Board of Supervisors of the County of Los Angeles to Consolidate a Special Municipal Election to be Held on June 7, 2016, with the Election to be Conducted by the County of Los Angeles on the Same Date Pursuant to Section 10403 of the California Elections Code” (“Resolution Requesting Consolidation of Election”); and

WHEREAS, pursuant to the terms of the Ordinance Calling Election and the Resolution Approving Tax Ordinance, which are by this reference incorporated herein, the Special Election was held on June 7, 2016; and

WHEREAS, pursuant to the terms of the Resolution Requesting Consolidation of Election, the Registrar-Recorder/County Clerk of the County of Los Angeles provided election services, including the official canvass of the votes cast in the Special Election, and it appears that the Special Election was held and conducted in accordance with the provisions of the California Elections Code; and

WHEREAS, the City Clerk has on file the Final Official Statement of Votes Cast by Precinct and Certificate of the Canvass of the Election Returns by the Registrar-Recorder/County Clerk of the County of Los Angeles relating to the official canvass of the votes cast in the Special Election (the “Certificate”), a copy of which is attached hereto as Exhibit “A” and by this reference incorporated herein; and

WHEREAS, this City Council has reviewed the Certificate and hereby approves the Certificate;

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

Section 1. That the above recitals are all true and correct.

Section 2. That the issue presented at the Special Election was the ballot proposition relating to the imposition of a one percent transactions and use tax for general purposes (the “Ballot Proposition”), as set forth in Exhibit “B” attached hereto and by this reference incorporated herein.

Section 3. That the whole number of ballots cast in the City at the Special Election was 15,212, of which 6,833 were voted for the Ballot Proposition and 6,608 were voted against the Ballot Proposition. According to the Office of the Registrar-Recorder/County Clerk of the County of Los Angeles, 1,771 of the ballots cast in the City at the Special Election did not vote on the Ballot Proposition. The results of the Special Election are as set forth in the Certificate on file with the City Clerk and attached hereto as Exhibit “A”. Pursuant to the Certificate, the Ballot Proposition was approved by a majority of the votes cast at the Special Election, and the Ballot Proposition is hereby declared to have passed.

Section 4. That the City Clerk is hereby directed to insert in the minutes of the meeting of this Council, a statement of the results of said election, as above set forth, as required by Section 10264 of the Elections Code.

Section 5. That the City Clerk is hereby directed to transmit the ordinance imposing a one percent transactions and use tax, as described in the recitals hereof, to the State Board of Equalization.

Section 6. 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 L. Godwin, City Clerk of the City of Compton hereby certify that the foregoing resolution was duly 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

EXHIBIT “A”
FINAL OFFICIAL STATEMENT OF VOTES CAST BY PRECINCT AND
CERTIFICATE OF THE CANVASS OF THE ELECTION RETURNS

COUNTY OF LOS ANGELES - PRESIDENTIAL PRIMARY ELECTION			06/07/16 100.1 - PAGE - 7938 of 9155												
FINAL OFFICIAL STATEMENT OF VOTES CAST BY PRECINCT			COMPTON CITY SPECIAL MUNI MEASURE P												
			LOCATION	REGIST- RATION	BALLOTS CAST	YES	NO								
COMPTON - 1450002A				1201	317	165	111								
VOTE BY MAIL			SERIAL 0491	0	112	67	37								
TOTAL				1201	429	232	148								
COMPTON - 1450004A				988	251	104	114								
VOTE BY MAIL			SERIAL 0492	0	85	42	36								
TOTAL				988	336	146	150								
COMPTON - 1450007B				1085	307	175	85								
VOTE BY MAIL			SERIAL 0493	0	84	50	27								
TOTAL				1085	391	225	112								
COMPTON - 1450008A				1308	310	168	105								
VOTE BY MAIL			SERIAL 0494	0	126	62	53								
TOTAL				1308	436	230	158								
COMPTON - 1450010C				632	235	91	115								
VOTE BY MAIL			SERIAL 0495	0	73	38	25								
TOTAL				632	308	129	140								
COMPTON - 1450018A				862	209	94	96								
VOTE BY MAIL			SERIAL 0496	0	72	43	20								
TOTAL				862	281	137	116								
COMPTON - 1450020A				958	273	103	143								
VOTE BY MAIL			SERIAL 0497	0	84	38	36								
TOTAL				958	357	141	179								
COMPTON - 1450022B				981	280	102	151								
VOTE BY MAIL			SERIAL 0498	0	116	45	63								
TOTAL				981	396	147	214								
COMPTON - 1450024A				981	343	130	174								
VOTE BY MAIL			SERIAL 0499	0	154	60	73								
TOTAL				981	497	190	247								
COMPTON - 1450027A				993	315	140	123								
VOTE BY MAIL			SERIAL 0500	0	78	41	30								
TOTAL				993	393	181	153								
COMPTON - 1450028C				1037	265	102	140								
VOTE BY MAIL			SERIAL 0501	0	96	43	41								
TOTAL				1037	361	145	181								
COMPTON - 1450030A				702	221	94	90								
VOTE BY MAIL			SERIAL 0502	0	57	26	26								
TOTAL				702	278	120	116								
COMPTON - 1450033A				1057	264	130	114								
VOTE BY MAIL			SERIAL 0503	0	61	27	22								
TOTAL				1057	325	157	136								

COUNTY OF LOS ANGELES - PRESIDENTIAL PRIMARY ELECTION			06/07/16 100.2 - PAGE - 7939 of 9155											
FINAL OFFICIAL STATEMENT OF VOTES CAST BY PRECINCT			COMPTON CITY SPECIAL MUNI MEASURE P											
LOCATION	REGIST-RATION	BALLOTS CAST	Yes	No										
COMPTON - 1450034A		689	199	79	97									
VOTE BY MAIL	SERIAL 0504	0	51	19	25									
TOTAL		689	250	98	122									
COMPTON - 1450036A		1103	349	179	140									
VOTE BY MAIL	SERIAL 0505	0	75	38	26									
TOTAL		1103	424	217	166									
COMPTON - 1450040C		1004	260	86	142									
VOTE BY MAIL	SERIAL 0506	0	104	45	52									
TOTAL		1004	364	131	194									
COMPTON - 1450042C		1011	323	152	139									
VOTE BY MAIL	SERIAL 0507	0	66	33	28									
TOTAL		1011	389	185	167									
COMPTON - 1450043B		693	260	87	121									
VOTE BY MAIL	SERIAL 0508	0	72	35	31									
TOTAL		693	332	122	152									
COMPTON - 1450045A		916	280	99	142									
VOTE BY MAIL	SERIAL 0509	0	93	49	32									
TOTAL		916	373	148	174									
COMPTON - 1450052A		840	231	106	96									
VOTE BY MAIL	SERIAL 0510	0	61	32	23									
TOTAL		840	292	138	119									
COMPTON - 1450062B		871	168	79	59									
VOTE BY MAIL	SERIAL 0511	0	95	49	40									
TOTAL		871	263	128	99									
COMPTON - 1450091A		1034	308	150	130									
VOTE BY MAIL	SERIAL 0512	0	109	53	50									
TOTAL		1034	417	203	180									
COMPTON - 1450113A		1032	265	128	117									
VOTE BY MAIL	SERIAL 0513	0	85	37	42									
TOTAL		1032	350	165	159									
COMPTON - 1450118B		925	260	96	139									
VOTE BY MAIL	SERIAL 0514	0	107	57	44									
TOTAL		925	367	153	183									
COMPTON - 1450132A		759	152	68	65									
VOTE BY MAIL	SERIAL 0515	0	73	39	32									
TOTAL		759	225	107	97									
COMPTON - 1450133A		826	188	97	71									
VOTE BY MAIL	SERIAL 0516	0	76	39	25									
TOTAL		826	264	136	96									

COUNTY OF LOS ANGELES -			PRESIDENTIAL PRIMARY ELECTION			06/07/16										100.4		- PAGE - 7941 of 9155	
FINAL OFFICIAL STATEMENT OF VOTES CAST BY PRECINCT			COMPTON CITY SPECIAL MUNI MEASURE P																
LOCATION		REGIST- RATION	BALLOTS CAST	Yes	No														
COMPTON - 1450160A		838	277	103	144														
VOTE BY MAIL SERIAL 0530		0	90	32	43														
TOTAL		838	367	135	187														
COMPTON - 1450163A		819	270	86	160														
VOTE BY MAIL SERIAL 0531		0	60	20	35														
TOTAL		819	330	106	195														
COMPTON - 1450164C		1018	342	152	128														
VOTE BY MAIL SERIAL 0532		0	86	38	37														
TOTAL		1018	428	190	165														
COMPTON - 1450167A		1075	336	140	157														
VOTE BY MAIL SERIAL 0533		0	96	41	49														
TOTAL		1075	432	181	206														
COMPTON - 1450305A		1326	290	151	105														
VOTE BY MAIL SERIAL 0534		0	94	52	32														
TOTAL		1326	384	203	137														
BALLOT GROUP 179 - 9990179A		0	0	0	0														
VOTE BY MAIL SERIAL 8179		0	6	1	2														
TOTAL		0	6	1	2														

Los Angeles County
Registrar-Recorder/County Clerk

Certificate of the Canvass of the Election Returns

I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I did canvass the returns of the votes cast for each elective office and/or measure(s) for

Compton City

at the Presidential Primary Election, held on the 7th day of June 2016.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 1st day of July 2016.



Dean C. Logan
DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

#9.

EXHIBIT “B”
BALLOT PROPOSITION

CITY OF COMPTON VITAL CITY SERVICES AND NEIGHBORHOOD
PROTECTION MEASURE

To repair local streets/sidewalks; retain/hire firefighters/paramedics; increase sheriffs’ staffing to improve response “times; expand gang/drug prevention, economic development and youth job training programs; improve parks; and provide other general fund services in Compton, shall an ordinance be adopted to increase the sales tax by one percent on an ongoing basis to raise approximately &million in local annual funding, requiring citizens’ oversight?