

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, September 06, 2016 5:30 PM

HEARING(S)

5:35 P.M. PUBLIC HEARING - MASTER FEE SCHEDULE (Request to Continue September 27, 2016 at 5:35 p.m.)

ACTION HEARING CONTINUED - SEPTEMBER 27, 2016 @ 5:35 P.M.

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 26, 2016
 JULY 29, 2016 - SPECIAL

ACTION APPROVED

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

2. INVESTMENT REPORT - June 2016 **(Receive/File)**

ACTION RECEIVED AND FILED

3. INVESTMENT REPORT - July 2016 **(Receive/File)**

ACTION RECEIVED AND FILED

BUILDING AND SAFETY

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A MULTI-YEAR CONTRACT WITH AND ISSUE A PURCHASE ORDER TO BEST RESTORATION SERVICES, INC. FOR EMERGENCY BOARD-UP SERVICES AND WEED ABATEMENT (\$40,000)

ACTION RESOLUTION #24,413

CITY ATTORNEY

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN REVISING THE CLASSIFICATION SPECIFICATION FOR THE POSITION OF PARALEGAL

ACTION REMOVED

CITY FIRE DEPARTMENT

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A SUPPLEMENTAL PURCHASE ORDER WITH ADVANCED FIRE EXTINGUISHER FOR THE PURCHASE AND SERVICING OF FIRE EXTINGUISHERS AT ALL COMPTON FIRE STATIONS (\$2,000)

ACTION RESOLUTION #24,414

CITY TREASURER

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AUTHORIZED SIGNATURES ON CERTAIN ACCOUNTS AND NAMING CERTAIN CITY EMPLOYEES AS AUTHORIZED SIGNATORIES ON THOSE ACCOUNT

ACTION RESOLUTION #24,415

HUMAN RESOURCES

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR BOB MURRAY AND ASSOCIATES TO CONDUCT THE EXECUTIVE RECRUITMENT FOR CITY MANAGER (\$26,000)

ACTION RESOLUTION #24,416

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER WITH THE HAWKINS COMPANY TO CONDUCT THE EXECUTIVE RECRUITMENT FOR CITY CONTROLLER AND FIRE CHIEF (\$55,000)

ACTION RESOLUTION #24,417

PUBLIC WORKS MUNICIPAL UTILITIES DEPARTMENT

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A PURCHASE ORDER TO VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF MECHANIC SHOP MATERIALS/SUPPLIES FOR THE PUBLIC WORKS DEPARTMENT (\$112,500)

ACTION RESOLUTION #24,418

11. A RESOLUTION OF CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO WM CURBSIDE LLC, FOR ADMINISTRATION OF THE USED OIL RECYCLING BLOCK GRANT PROGRAM FOR FISCAL YEAR 2016-2017 (\$27,254)

END CONSENT AGENDA

REGULAR AGENDA

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

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

RE-APPOINTMENT(S)/APPOINTMENT(S)/REMOVAL OF
VARIOUS COMMISSIONER(S)

ACTION APPOINTMENTS, RE-APPOINTMENTS, REMOVALS MADE

CITY MANAGER'S REPORT

13. A REQUEST TO SCHEDULE A PUBLIC HEARING TO APPROVE AN
ECONOMIC DEVELOPMENT SUBSIDY TO UNITED PARCEL SERVICES,
INC. (**September 13, 2016 at 5:35 p.m.**)

ACTION SEPTEMBER 13, 2016 at 5:35PM

CITY ATTORNEY'S REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A PURCHASE
ORDER FOR A PUBLIC INFORMATION PROGRAM ON BEHALF OF
GATEWAY CITIES COUNCIL OF GOVERNMENTS (\$12,500)

ACTION REAGENDAD

15. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON
LEVYING A MUNICIPAL TAX RATE FOR THE FISCAL YEAR 2016-2017

ACTION ORDINANCE #2,271

16. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON
ABOLISHING THE PUBLIC WORKS AND MUNICIPAL UTILITIES
DEPARTMENT AND RE-ESTABLISHING THE PUBLIC WORKS
DEPARTMENT AND THE COMPTON MUNICIPAL WATER DEPARTMENT
(**FIRST READING**)

ACTION FIRST READING

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A CONTRACT WITH WILLIE FORGE TO OPERATE THE COMPTON PAR 3 GOLF COURSE AND LEASE THE COURSE PRO SHOP AND SNACK BAR FOR FISCAL YEAR 2016-2017

ACTION RESOLUTION #24,420

18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANGER TO ENTER INTO A THREE (3) YEAR SERVICE AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO INFOSEND, INC. FOR PROCESSING, PRINTING AND MAILING THE WATER DEPARTMENT WATER BILLS AND BILL INSERTS (\$145,000)

ACTION RESOLUTION #24,221

19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER WITH ACURA SYSTEMS INTERNATIONAL INC. TO PURCHASE MOBILE DATA COMPUTERS FOR FIRE DEPARTMENT RESPONSE VEHICLES (\$53,450.00)

ACTION RESOLUTION #24,422

20. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING RENEWAL OF THE SERVICE CONTRACT WITH AND ISSUANCE OF A PURCHASE ORDER FOR COMMLINE, INC. FOR THE PURCHASE AND INSTALLATION OF UPGRADED RADIO EQUIPMENT (\$53,924)

ACTION RESOLUTION #24,423

21. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE RENEWAL OF THE CONTRACTUAL AGREEMENTS WITH ALL CITY MANAGEMENT SERVICES, INC. AND COMPTON UNIFIED SCHOOL DISTRICT REGARDING THE PROVISION OF CROSSING GUARD SERVICES AND THE ISSUANCE OF A PURCHASE ORDER FOR FISCAL YEAR 2016-2017 (\$289,393.91)

ACTION RESOLUTION #24,424

22. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE CITY OF INGLEWOOD FOR DATA PROCESSING SERVICES RELATING TO THE PARKING CITATION PROGRAM (\$75,000)

RESOLUTION #24,425

23. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES RELATING TO COLLECTION OF STATE-MANDATED FINES ON PARKING CITATIONS (\$400,000)

ACTION RESOLUTION #24,426

24. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A LIMITED DURATION EMPLOYMENT AGREEMENT WITH JEROME G. GROOMES TO SERVE AS INTERIM CITY MANAGER OF THE CITY OF COMPTON

ACTION RESOLUTION #24427

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, September 13, 2016 @ 5:30 PM.

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

JULY 26, 2016

The City Council meeting was called to order at 5:47 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, Roger Haley, J. Groomes***

INTRODUCTION OF SPECIAL GUESTS - ISAIAH COOPER, YOUNGEST AVIATOR TO FLY AROUND THE UNITED STATES OF AMERICA

Mayor Brown and the City Council presented a certificate of recognition to Isaiah Cooper in honor of his accomplishments in aviation.

***Councilperson Galvan in at 6:06 p.m.**

Reverend Sanders, Historical Society of Compton, presented the Compton 125 Historical Society Community Champion Award to 16-year old Isaiah Cooper in recognition of him being the youngest African American pilot to fly around the United States of American.

Pastor Michael Fisher, Greater Zion Church Family, recognized Isaiah Cooper and introduced the Young Visionaries to the citizens of Compton.

Ron Miller, Executive Secretary of the Los Angeles/Orange County Building & Construction Trades Council, encouraged the citizens of Compton to enroll in the new journeyman apprenticeship program at Long Beach City College.

5:35 P.M. - PUBLIC HEARING - MASTER FEE SCHEDULE

On motion by Zurita, seconded by McCoy, the public hearing was opened at 6:08 p.m., by the following vote on roll call:

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

Mike Nerve, Willdan Financial Services, articulated the process in which the Master Fee Schedule was arranged and finalized. He explained how the process began one year ago by which staff members were asked to fill out time tables illustrating which staff member worked on which service, and how many hours they spent for each of the services under the fee schedule. Willdan, then applied fully burdened hourly rates to the time data which resulted in the full cost of providing those services. The City, then determined their proposed fees based on those full costs.

Bob Torres, City Controller, presented the proposed Master Fee Schedule via PowerPoint presentation.

MASTER FEE SCHEDULE GUIDELINES

- Fees in California are required to conform to the statutory requirements of the California Constitution, Proposition 218, and the California Code of Regulations.
- The Code also requires that the City Council adopt fees by ordinance or resolution.

#1.

- Compton fees and charges are lower in many cases than neighboring cities within the Los Angeles County area.

COST RECOVERY LEVELS

- If approved, the proposed fee increases could result in up to \$800,000 in additional revenue to the City with the exception of ambulance transport fees.

Mr. Torres made note that staff utilized the Willdan study to form the basis of their model process and they expanded it further and found that their (Willdan) calculations, in some instances were shorter than their actual costs and more in others.

Mayor Brown requested a continuance of this public hearing to allow the council the ability to review the proposed fees and enhancements.

PUBLIC COMMENTS ON THE PUBLIC HEARING

Joyce Kelly, Compton resident, questioned whether or not the residents will be held responsible for the fee increase. She went on to ask that staff address how they determined that they could acquire \$800,000 in additional revenue. She also asked how the residents are supposed to ask questions if the fees to be charged are not presented to them.

Councilperson Zurita asked that when the item comes back, that it include the baseline for the fee increases.

Lynn Boone, Compton resident, stated that it is distressing to her that the City would pay Willdan Financial to prepare a Master Fee Schedule that does not contain any monetary values or handouts for the audience to review. She went on to accuse the City Council of voting last week to refinance bonds that included payment for the Master Fee Schedule.

Mayor Brown asked the City Attorney to clarify the previous speaker's allegations.

City Attorney Cornwell clarified and maintained that the approval to refund Lease Revenue Bonds last week is not related to the proposed increase in the Master Fee Schedule.

COUNCIL COMMENTS ON THE PUBLIC HEARING

City Clerk Alita Godwin advised the council that another public hearing is scheduled for that same date.

On motion by Zurita, seconded by Sharif, the public hearing was continued to September 6, 2016 at 5:35 p.m., by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

MOTION TO WAIVE ORDER OF AGENDA

On motion by Zurita, seconded by Galvan, to waive the order of the agenda, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

CITY ATTORNEY'S REPORTS

CLOSED SESSION

19. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Manager

Pursuant To California Government Code Section 54957

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Pursuant To California Government Code Section 54957

PUBLIC EMPLOYEE APPOINTMENT

Title: City Manager

Pursuant To California Government Code Section 54957

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

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

NOES: Council Members - None

ABSENT: Council Members - None

AUDIENCE COMMENTS ON THE CLOSED SESSION

Robert Ray, Compton resident, explained how a couple of months ago, Mr. Haley was brought to the carpet for spending money on Measure P. He indicated that a lot of people were very surprised that no action was taken, and to his knowledge, he does not know why the City Manager is being brought to the carpet again unless it is due to those actions. He maintained that every time the City Council decides to terminate a city manager, it costs the City a lot of money; and that Mr. Haley could care less because he is still collecting his retirement from the city of Lynwood.

Joyce Kelly, Compton resident, stated that she previously advised the City Council on how they could terminate Mr. Haley for insubordination without having to pay him. She went on to question what Mr. Haley neglected to do for the mayor or does he know about someone on his tail. And lastly, she accused the City Council of breaking the law and suggested that they all be fired.

Greg Henry, Compton resident, inquired about the amount of Mr. Haley's severance pay, where it will come from, and who initiated the request.

Mayor Brown reported the payout amount at approximately \$250,000 within the first year and that she did not initiate the request.

Mr. Henry stated that for \$250,000, 80 Compton residents could have been employed in an industry recognized credentials training program. He went on to suggest a corrective action plan for the City Manager to either get it together or get out.

Lynn Boone, Compton resident, stated that Mr. Haley has already costed the City \$100,000 when he took a directive against the wishes of the people. She promised Mr. Haley that he would have to pay the citizens back for spending \$100,000 of their money and contended that another day, month, or year with Mr. Haley as the city manager will not benefit the citizens of Compton.

David Irons, Compton resident, stated that he believes the City of Compton will be in the Guinness Book of World Records for having the most city managers within any given period. He spoke in opposition to the request to terminate Mr. Haley's contract and suggested that he remain in the seat until his time is up.

Kyron Kopanos, Compton resident, stated that she believes Mr. Haley is doing a good job and that the City Council should give him another chance.

#1.

Pastor Michael Fisher, Greater Zion, questioned where the money will come from to pay for Mr. Haley's severance pay, and if there is some type of corrective action that can be taken if he is not doing his job.

Leroy Guillory, Compton resident, conceded that this request is more about the City Council than it is about the city manager. He also maintained that everyone should have equal access to the City Manager and solicited the City Council to vote their consciences.

Tomas Carlos, Compton resident, solicited the City Council to give Mr. Haley their due diligence and give him an opportunity to correct his mistakes.

Adrian Cleveland, representing the Supervisors at Compton Unified School District (CUSD), petitioned the City Council to address the recent killings in the City of Compton, a city where there are cameras on every street corner and little to no police presence. She maintained that the streets and lighting are poor, crime is increasing, and the citizens are paying more taxes than some states.

Mayor Brown asked that Ms. Cleveland keep her comments in line with the closed session.

Ms. Cleveland questioned who is supposed to be held accountable for these things that need to be done while children are dying in the streets.

Susan Adams, Compton resident, petitioned the City Council to get an understanding and select a city manager that will serve the entire City Council.

Maria Villa Real, Compton resident, inquired about who will replace Mr. Haley and presumed that a year later, the City Council will do the same thing further prohibiting the success of the City.

Latrina Fanning, Compton resident, stated that she has yet to see Mr. Haley being disrespectful during the City Council meeting and in terms of his job performance, she maintained that it takes a while for anyone to make progress. She further stated that it seems as though people are acting on their emotions and that they should get passed that to move the City forward.

Herbert Arceneaux, Compton resident, stated that if there is no connection between the City Manager and the City Council than corrective actions should be taken.

Benjamin Holifield, Compton resident, stated that it is difficult to understand how the City can spend \$250,000 in severance pay when it lacks the funding necessary to fix the streets or help the homeless. He suggested that the City Council embrace and help its community members by keeping the City safe, clean, and friendly.

Sheik Leon Bay, Compton resident, inquired about funding and the number of projects to be funded so that he can assist the City Council in restoring the City.

LeMeika Pope, Compton resident and Planning Commissioner, spoke in support of terminating the City Manager's contract if it is corrupting the cohesion of the City Council and preventing them from moving the City forward.

Hilda Oliveros, Compton business owners, challenged the City Council to focus on improving the City of Compton, not removing the City Manager.

Patricia Moore, Compton resident and former councilperson, encouraged the City Council to make a decision that does not lead them down this road again.

Minister Albert Feltis, Compton resident, invited the City Manager to come to his church and share his concerns with the congregation so that they, as men, can come together and pray for him and the City of Compton.

COUNCIL COMMENTS ON THE CLOSED SESSION

Mayor Brown stated that there is a misconception that Mr. Haley was her city manager or her selection when in fact, he was recommended by two other council members.

Mayor Brown made note that when there is a change in management, it creates an environment of instability; and so when this City Council decided to bring in several city managers they made it almost impossible for employees to function. So if this City Council brings in another city manager they have to understand that there will be an aftermath with consequences.

Councilperson Galvan stated that he was shocked to see this item on the agenda today; and questioned its timing as the City Council is dark during the month of August.

Councilperson Zurita admitted that it does not comfort her to evaluate the City Manager in this matter; but week after week for the past several months she has requested reports on the camera surveillance project and has yet to receive it, and then there is information she has requested from the City Manager that she finds out about on social media or from residents.

Councilperson Sharif stated that her decisions are based on facts and that the City Council should have conducted a search for a city manager prior to Mr. Haley coming in so that they could have kept their commitment to the people.

The City Council Meeting recessed to Closed Session at 7:27 p.m. and reconvened at 9:28 p.m.

REQUEST TO EXTEND THE MEETING

On motion by Zurita, seconded by Sharif, to extend the meeting passed the four-hour mark, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

REPORT OUT OF CLOSED SESSION

City Attorney Cornwell reported out of closed session Public Employee Performance Evaluation Title: City Manager pursuant to California Government Code Section 54957. No reportable action was taken in this matter.

In the case regarding Public Employee Discipline/Dismissal/Release pursuant to California Government Code Section 54957. There was a motion to release City Manager Roger L. Haley, by the following vote on roll call:

AYES: Council Members - Zurita, McCoy, Sharif

NOES: Council Members - Galvan, Brown

ABSENT: Council Members - None

In the case regarding Public Employee Appointment Title: City Manager pursuant to California Government Code Section 54957. There was a motion to hire Jerry Groomes as city manager effective immediately with the City Attorney to work out the terms of employment to be brought back in a resolution during the next regularly scheduled City Council meeting, by the following vote on roll call:

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

NOES: Council Members - Galvan

ABSENT: Council Members - None

***Jerome Groomes was appointed Interim City Manager**

#1.

Interim City Manager Jerome Groomes reported that he was appointed to the interim city manager position for six months; that he has worked in city government for 40 years, and 20 years as city manager in the following cities: Carson, East Palo Alto, and Bell.

City Attorney Cornwell made note that the City Council unanimously agreed to conduct a nationwide search for the position of city manager.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, welcomed Mr. Groomes to the City of Compton. He recognized Compton Fire and spoke in opposition to Item Nos. 16, 17, 18, 28, 31, and 33 and supported Items 2 and 23.

Councilperson Zurita asked that Item No. 16 be removed.

Benjamin Holifield, Compton resident, stated that he will be holding each council member responsible for their district and maintained that business cannot be conducted in blighted communities. He cited his hopes of making Compton an all-American city again and affirmed that it will take a strong City Manager and supportive City Council.

Herbert Arceneaux, Compton resident, told Councilperson Zurita, Councilperson McCoy, and Councilperson Sharif that the citizens want their city back starting tonight.

David Irons, Compton resident, solicited the City Council to maintain the Martin Luther King Jr. monument. He also asserted that were it not for Dr. King, they would not be able to sit on the City Council.

Mary Edwards, Compton resident, petitioned the citizens of Compton to accept the results and reality that Measure P passed. She commented that as a longtime resident, she wants to see the City restored to its former exuberance and regularly maintained.

Royce Esters, President of the National Association for Equal Justice in America (NAEJA), solicited the City Council to work with the community and Sheriff's officials to reconcile the number of unsolved murders in the City of Compton.

Maria Villa Real, Compton resident, recommended the Assistant City Manager for the City Manager position. She went on to ask the interim City Manager to look at the business district on Rosecrans Avenue from Atlantic to Central Avenue. She indicated that there were yellow donation boxes positioned all over the City overflowing with trash and maintained that he has six months to prove that he is here to move the City forward.

Kyron Kopanos, Compton resident, solicited the citizens to work with the City Council and accept that Measure P was passed. She supported the Democratic Party's nomination for Hilary Clinton as president and asked that the meeting be closed in honor of Lorraine Cervantes' birthday.

Melvin McDaniel, Compton resident and Vice-Chair of NAEJA Education Committee, made reference to Item No. 2 and advocated for the full return of self-governance at Compton Community College. He made note of his visits to the eight member city councils asking that they support by resolution the full return of self-governance at Compton College. He questioned how he could expect the other members to be supportive, if the home city does not utilize their college for things that need to happen in the City. And lastly, he asked that the City Council do everything they can to bring the apprenticeship training program to the Compton Community District.

Mayor Brown informed Mr. McDaniel that the program is a result of the Building Trades who has chosen to invest in Long Beach City College.

Diana Padilla, Compton resident, asked the City Council to respond to her concerns about the water in the Fourth District. She alleged that levels are up regarding the toxins in the water as reported in the 2015 Water Report.

Joyce Kelly, Compton resident, questioned why the City of Compton would consider giving the County of Los Angeles Registrar Recorder's Office a fee waiver when they receive over \$400 billion dollars. She went on to state that when Dollarhide was conceived, it was with Lease Revenue Bonds. She also referenced Item No. 25 and questioned why the citizens did not hear about all the money that was being spent by the Water Department. She further questioned why the City should pay for grant writing services when they have their own grants department.

Additionally, she questioned the need to pay for a public relations professional - and why the City would elect to pay for a lobbyist in Sacramento when \$9,000 could be used to fill potholes and hire residents.

Lynn Boone, Compton resident, affirmed that Item No. 27 should be at Compton Unified School District because this company has been a consultant for the City of Compton since Aja Brown has been the mayor. She asked that the council vote no on Item No. 28 because this company has only written grants for a specific non-profit in the City of Compton. She went on to state that the position named under Item No. 30 already exists and that it was implemented by former city manager Barbara Kilroy. She further stated that the person named under Item No. 31 is very rude and does not represent the City, as it relates to media. And lastly, she agreed with Item No. 32 and spoke in opposition to Item No. 34.

CONSENT AGENDA

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

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

NOES: Council Members - None

ABSENT: Council Members - None

APPROVAL OF MINUTES

1. JULY 19, 2016 (**Approved**)

COMPTON CAREERLINK

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH LONG BEACH CITY COLLEGE TO CONDUCT A COMPTON JOB TRAINING PROGRAM FOR THE BRICKYARD PROJECT SITE (\$50,000) (**Resolution # 24,390**)

CITY ATTORNEY

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN REVISING THE CLASSIFICATION SPECIFICATION FOR THE POSITION OF CLAIMS TECHNICIAN(**Resolution # 24,391**)

CITY MANAGER

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO CITYWIDE VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF SUPPLIES AND SERVICES FOR FISCAL YEAR 2016-2017 (\$708,806) (**Resolution # 24,392**)

#1.

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MISSION TRAIL ADVISORS, LLC FOR FINANCIAL CONSULTING AND FINANCIAL ADVISORY SERVICES (**Resolution # 24,393**)

CITY TREASURER

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING DEDICATED BANK ACCOUNTS FOR THE LOW AND MODERATE INCOME HOUSING ASSET FUND AND THE BUILDING AND SAFETY DEPARTMENT, RESCINDING ALL PRIOR RESOLUTIONS DESIGNATING AUTHORIZED SIGNATURES ON CERTAIN ACCOUNTS AND NAMING CERTAIN CITY EMPLOYEES AS AUTHORIZED SIGNATORIES ON THOSE ACCOUNT (**Resolution # 24,394**)

PUBLIC WORKS MUNICIPAL UTILITIES DEPARTMENT

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE MUNICIPAL WATER DEPARTMENT'S URBAN WATER MANAGEMENT PLAN (**Resolution # 24,395**)
8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF ARMORCAST PRODUCTS COMPANY FOR THE FURNISHING AND DELIVERY OF RPM POLYMER CONSTRUCTION METER BOXES AND COVERS AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$30,715.38 (**Resolution # 24,396**)
9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF DANGELO COMPANY INC. FOR THE FURNISHING AND DELIVERY OF STORE SUPPLIES AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$89,740 (**Resolution # 24,397**)
10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF WESTERLY METER SERVICE COMPANY FOR THE REPAIR, MAINTENANCE, TESTING AND CALIBRATION OF LARGE WATER METERS AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$12,000 (**Resolution # 24,398**)
11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF C. WELLS PIPELINE FOR THE FURNISHING AND DELIVERY OF FIRE HYDRANTS AND GATE VALVES AND ISSUE A PURCHASE ORDER IN THE AMOUNT OF \$64,390.62 (**Resolution # 24,399**)
12. A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF CLINICAL LABORATORY OF SAN BERNARDINO AND ISSUE A PURCHASE ORDER FOR THE TESTING AND ANALYSIS OF WATER SAMPLES FOR FISCAL YEAR 2016-2017 (\$19,985.00) (**Resolution # 24,400**)
13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO DION AND SONS IN THE AMOUNT OF \$150,000 AND TO VOYAGER IN THE AMOUNT OF \$45,000 FOR THE PROVISION OF GASOLINE AND DIESEL FUEL FOR THE CITY'S FLEET AND EQUIPMENT (**Resolution # 24,401**)

END CONSENT AGENDA

REGULAR AGENDA

CITY MANAGER'S REPORT

14. DOLLARHIDE FEE WAIVER REQUEST FOR LOS ANGELES COUNTY RECORDER'S OFFICE POLL WORKERS TRAINING (October 23, 2016 & November 6, 2016 from 9am-7pm)

On motion by Zurita, seconded by Sharif, the request for fee waiver was approved, by the following vote on roll call:

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

15. REQUEST FOR DOLLARHIDE FACILITY FEE WAIVER FOR REPAST SERVICES FOR JESSE DURON SMITH

On motion by Zurita, seconded by Sharif, the request for fee waiver was approved, by the following vote on roll call:

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

16. CITY COUNCIL CONSULTANT (DISCUSSION) **(REAGENDAD)**

17. MEASURE P SALES TAX SPENDING PRIORITIES AND POTENTIAL FUNDING PLAN (DISCUSSION) **(REAGENDAD)**

18. A REQUEST TO SCHEDULE A WORKSHOP ON THE MARIJUANA ADULT USE INITIATIVE AND THE IMPACT ON LOCAL CONTROL (September 13, 2016 at 5:45 p.m.)

Councilperson Sharif asked the City Attorney if all tentatively scheduled workshops will be completed before the November 2016 election.

City Attorney Cornwell reported that part of the reason the workshop is being held is to discuss the proposed measures for the November 2016 ballot; and if council decides to establish a directive they have time to create their own ordinance before the November 2016 election.

On motion by Zurita, seconded by Sharif, the workshop was scheduled for September 13, 2016 at 5:45 p.m., by the following vote on roll call:

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

UNFINISHED BUSINESS

20. 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)

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

#1.

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

NOES: Council Members - None

ABSENT: Council Members - None

On motion by Zurita, seconded by McCoy, **Ordinance # 2,270** entitled "**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)**" was adopted, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

NEW BUSINESS

21. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SULLY-MILLER CONTRACTING COMPANY FOR THE WILMINGTON AVENUE SAFE STREETS PEDESTRIAN/BICYCLE PATH IMPROVEMENTS PROJECT (CIP# 15-01) (1,341,725)

Councilperson Sharif inquired about any conflicts of interest that may occur in regards to this company selling asphalt to their subsidiary company.

Glen Kau, Director of Public Works, stated that he is aware of two other companies by which the parent company owns the construction outfit and the material supply business but they operate independently and separately, and they follow very closely to the City's procurement process.

Councilperson Zurita asked that Mr. Kau address why their bid was so low. Mr. Kau stated that because the City of Compton already awarded a contract to Sully Miller they can utilize the same equipment for both projects simultaneously.

On motion by Zurita, seconded by Sharif, **Resolution # 24,402** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR SULLY-MILLER CONTRACTING COMPANY FOR THE WILMINGTON AVENUE SAFE STREETS PEDESTRIAN/BICYCLE PATH IMPROVEMENTS PROJECT (CIP# 15-01) (1,341,725)**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

22. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR KASA CONSTRUCTION CORPORATION FOR THE LUEDERS PARK IMPROVEMENT PROJECT (\$188,800)

Councilperson Zurita inquired about the possibility of hiring a project manager for this project.

Marvin Hunt, Director of Parks and Recreation, stated that the scope of work for this project will include the installation of city furnished items such as shade shelter, exercise equipment, and a walking trail.

Councilperson Galvan requested the completion date of the project.

Mr. Hunt stated that the project is slated to be finished in 60 days.

Councilperson Zurita asked Mr. Hunt if he believes he has enough staff members to oversee the project. Mr. Hunt replied affirmatively and made note that Van Wilson will assist him with project management.

Councilperson Zurita inquired about the operation of the slide. Mr. Hunt remarked that a piece of the equipment was vandalized, noting that someone cut the gate and stole a very valuable piece of equipment, however everything else as far as construction work was completed on time.

On motion by Zurita, seconded by Galvan, **Resolution # 24,403** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH AND ESTABLISH A PURCHASE ORDER FOR KASA CONSTRUCTION CORPORATION FOR THE LUEDERS PARK IMPROVEMENT PROJECT (\$188,800)**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

23. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO BLUE DIAMOND MATERIALS (DIVISION OF SULLY-MILLER CONSTRUCTION), CALMAT COMPANY (DBA VULCAN MATERIALS COMPANY WESTERN DIVISION), CRAFCO INC., UNIQUE PAVING MATERIALS CORPORATION, ASSOCIATED READY MIX CONCRETE, INC. AND CEMEX FOR ASPHALT AND CONCRETE MATERIALS FOR STREET REPAIRS AND MAINTENANCE (\$144,500)

On motion by Sharif, seconded by Zurita, **Resolution # 24,404** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO BLUE DIAMOND MATERIALS (DIVISION OF SULLY-MILLER CONSTRUCTION), CALMAT COMPANY (DBA VULCAN MATERIALS COMPANY WESTERN DIVISION), CRAFCO INC., UNIQUE PAVING MATERIALS CORPORATION, ASSOCIATED READY MIX CONCRETE, INC. AND CEMEX FOR ASPHALT AND CONCRETE MATERIALS FOR STREET REPAIRS AND MAINTENANCE (\$144,500)**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

24. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION NO. 24,327 AND AMENDING THE CITY MANAGER'S OFFICE 2016-2017 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE FUNDS FROM THE DEPARTMENT OF JUSTICE, JUSTICE ASSISTANCE GRANT 2015 IN THE AMOUNT OF \$86,897 (**REMOVED**)
25. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA FOR \$2,500,000 FOR GROUNDWATER PRODUCTION ASSESSMENT FEES FOR THE 2016-2017 FISCAL YEAR

Councilperson McCoy asked that Glen Kau provide a detailed explanation of this resolution.

Glen Kau, Director of Public Works, explained that the fees referred to for the Water Replenishment District are used to extract water for every acre of foot of water annually.

#1.

On motion by McCoy, seconded by Sharif, **Resolution # 24,405** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA FOR \$2,500,000 FOR GROUNDWATER PRODUCTION ASSESSMENT FEES FOR THE 2016-2017 FISCAL YEAR**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

26. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA IN THE AMOUNT OF \$400,000 TO PURCHASE IMPORTED WATER FOR THE 2016-2017 FISCAL YEAR

Councilperson Zurita asked the City Attorney if her service on the Metropolitan Water District will represent a conflict of interest.

City Attorney Cornwell reported that there is no actual conflict of interest and advised her that if she cannot be impartial she should then recuse herself from the vote.

Councilperson Zurita abstained from voting because she is not 100% sure if her representation as a board member impose a conflict of interest.

On motion by McCoy, seconded by Sharif, **Resolution # 24,406** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA IN THE AMOUNT OF \$400,000 TO PURCHASE IMPORTED WATER FOR THE 2016-2017 FISCAL YEAR**" was approved, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

ABSTAIN: Council Members - Zurita

27. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING AND APPROPRIATING \$222,600 IN CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) SUSTAINABLE TRANSPORTATION GRANT FUNDS, AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS WITH CALTRANS, EVAN BROOKS AND ASSOCIATES AND THE COMMUNITY HEALTH COUNCILS AND AMENDING THE 2016-2017 FISCAL YEAR BUDGET (\$251,440)

Councilperson Zurita asked that staff address whether or not this is a time sensitive issue.

Renee Ferrell, Grants Manager, replied affirmatively and explained how the City received notification in April 2016, and that staff had several meetings with the former City Manager and other staff members and during that time, information was sent to the Department of Transportation indicating that they would be moving forward.

Councilperson McCoy requested the nature of this grant.

Ms. Ferrell indicated that this particular grant will provide the City the funding needed to go out into the community to get feedback from the citizens on what they want to see in the Safe Route to School Plan.

On motion by Zurita, seconded by Sharif, **Resolution # 24,407** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING AND APPROPRIATING \$222,600 IN CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) SUSTAINABLE TRANSPORTATION GRANT FUNDS, AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS WITH CALTRANS, EVAN BROOKS AND ASSOCIATES AND THE COMMUNITY HEALTH COUNCILS AND AMENDING THE 2016-2017 FISCAL YEAR BUDGET (\$251,440)**" was approved, by the following vote on roll call:

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

28. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO PROFESSIONAL SERVICES AGREEMENTS AND ESTABLISH PURCHASE ORDERS FOR EVAN BROOKS ASSOCIATES AND AVANTE-GARDE FOR GRANT WRITING SERVICES FOR THE CITY OF COMPTON (\$180,000) **(REAGENDAD)**
29. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2016-2017 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH TRIMMING LAND COMPANY, INC. TO EXTEND THE CONTRACT TERM, EXPAND THE SCOPE OF SERVICES AND PROVIDE ADDITIONAL COMPENSATION (\$300,000).

Councilperson McCoy requested an explanation on behalf of the citizens.

Renee Ferrell, Grants Manager, remarked that this funding is for tree trimming, planting, and the removal of dead and diseased trees in City parks.

On motion by Zurita, seconded by Sharif, **Resolution # 24,408** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2016-2017 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH TRIMMING LAND COMPANY, INC. TO EXTEND THE CONTRACT TERM, EXPAND THE SCOPE OF SERVICES AND PROVIDE ADDITIONAL COMPENSATION (\$300,000)**" was approved, by the following vote on roll call:

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

30. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE AMENDMENT OF THE SALARY PLAN BY ADDING AN UNCLASSIFIED POSITION OF CITY COUNCIL ASSISTANT-BILINGUAL **(REMOVED)**
31. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE YEAR \$25,000 CONTRACTUAL AGREEMENT WITH JASMYNE CANNICK FOR PUBLIC COMMUNICATION SERVICES

On motion by Galvan, seconded by Brown, "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE YEAR \$25,000 CONTRACTUAL AGREEMENT WITH JASMYNE CANNICK FOR PUBLIC COMMUNICATION SERVICES**" failed, by the following vote on roll call:

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

32. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE PROFESSIONAL SERVICES CONTRACT WITH STRATEGIC COUNSEL PLC FOR STATE LEGISLATIVE AND ADVOCACY SERVICES FOR FISCAL YEAR 2016-2017

Councilperson Galvan requested the monthly amount allocated from the contract as well as a report on what Strategic Counsel has done for the City of Compton in the last year.

Mel Assagai stated that he submitted a report to the former City Manager on the following accomplishments for legislative and advocacy services: the marijuana initiative, the establishment of a critical infrastructure designation for the Alameda Corridor with Councilperson Sharif, reviewing legislation and making recommendations to the City on gun control, and transportation.

Councilperson Galvan requested the last time this contract went out to bid.

Councilperson Sharif acknowledged Councilperson Galvan's concerns and expressed that she shared them too but after reviewing the City's requests for legislative and advocacy services and other city contracts she now supports this contract.

Councilperson Galvan asked the City Attorney if a conflict of interest exists because this company represents both the City and the Crystal Casino.

City Attorney Cornwell reported that there is no conflict.

Councilperson Galvan went on to state that he believes the City should be receiving a lot more services and results for the amount of this contract.

Councilperson Zurita informed Councilperson Galvan that some contracts are special service contracts that are not required to go out for bid.

On motion by Zurita, seconded by Sharif, **Resolution # 24,409** entitled "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE PROFESSIONAL SERVICES CONTRACT WITH STRATEGIC COUNSEL PLC FOR STATE LEGISLATIVE AND ADVOCACY SERVICES FOR FISCAL YEAR 2016-2017" was approved, by the following vote on roll call:

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

33. 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

On motion by Sharif, seconded by Zurita, **Resolution # 24,410** entitled "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" was approved, by the following vote on roll call:

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

34. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE STATE BOARD OF EQUALIZATION FOR IMPLEMENTATION OF A LOCAL TRANSACTION AND USE TAX

On motion by Sharif, seconded by McCoy, **Resolution # 24,411** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH THE STATE BOARD OF EQUALIZATION FOR IMPLEMENTATION OF A LOCAL TRANSACTION AND USE TAX**" was approved, by the following vote on roll call:

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

NOES: Council Members - Zurita

ABSENT: Council Members - None

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

COUNCIL COMMENTS

Douglas Sanders, City Treasurer, mentioned that a bond payment is due and without a budget for the Successor Agency the payment cannot be made. He asked if there will be a special meeting to adopt a budget for the Successor Agency.

City Attorney Cornwell agreed that a special meeting for the Successor Agency should be called.

Kofi Sefa'boayke, Director of the Successor Agency, stated that it is imperative that this special meeting be held.

Councilperson Zurita asked Dr. Sefa'boayke if the need to approve this budget came by surprise. She also felt that it is incomprehensible that changes in the City Controller's Office are impacting the Successor Agency in this fashion.

Dr. Sefa'boayke indicated that the City Controller's Office worked with staff to complete the Successor Agency budget two weeks ago and it has been in SIRE since then.

Mayor Brown asked the City Controller to provide some feedback.

Bob Torres, City Controller reported that the Successor Agency budget was submitted and approved by the state of California. Staff contacted the Department of Finance, and in their opinion, the ROPS were submitted and the bond payments were included. Therefore, according to the state of California they have approved the budget for the Successor Agency and staff can consider issuing the bond payment.

City Attorney Cornwell contended that the issue is, the Executive Director has not agreed to the budget. The City Manager (Executive Secretary) has to work with the Executive Director and get what is proposed approved and presented to this Body for the ultimate approval.

***Councilperson Galvan exited the meeting at 11:06 p.m.**

On motion by Zurita, seconded by Sharif, a Special Successor Agency meeting was scheduled for Friday, July 29, 2016 at 10:00 a.m., by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - Galvan

***Mayor Brown exited the meeting at 11:10 p.m.**

APPOINT COUNCILPERSON ZURITA MAYOR PRO-TEM

On motion by McCoy, seconded by Sharif, Councilperson Zurita was appointed Mayor Pro-Tem, by the following vote on roll call:

AYES: Council Members - McCoy, Sharif, Zurita

NOES: Council Members - None

ABSENT: Council Members - Galvan, Brown

Councilperson McCoy offered the following communications/announcements:

- Thanked everyone who came out and supported the Movie at the Park event at Burrell McDonald Park.
- “Community Job & Resource Fair” will be held Thursday, July 28, 2016 from 10 a.m. to 1 p.m. at First Charity Baptist Church.
- Co-hosting a "Back to School Family Health Fair" with Councilperson Sharif on Saturday, August 13, 2016 at the Compton Towne Center in front of the WIC office.

Councilperson Sharif offered the following communications/announcements:

- Wished Tommie Williams a Happy 80th Birthday.
- Acknowledged Lorraine Cervantes' birthday.
- Thanked the community for exercising their right to vote on June 7, 2016.
- Congratulated the 2016 Democratic nominee Hilary Clinton on her presidential nomination and encouraged everyone to go to the polls and vote.

Mayor Pro-Tem Zurita offered the following communications/announcements:

- Welcomed the new City Manager Jerome Groomes.
- Announced the next regularly scheduled City Council meeting on Tuesday, September 6, 2016 at 5:30 p.m.

ADJOURNMENT

On motion by Sharif, seconded by McCoy, the meeting was adjourned at 11:14 p.m. in memory of **Lorraine Cervantes**, by the following vote on roll call:

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

City Clerk of the City of Compton

Mayor of the City of Compton

JULY 29, 2016

The Special City Council meeting was called to order at 11:15 a.m. in the Council Chambers of City Hall by Mayor Aja Brown.

ROLL CALL

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

Other Officials Present: C. Cornwell, A. Godwin, J. Groomes

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Val Dudley, Compton resident, petitioned the City Council/Successor Board to address the blight and rat infestation at 950 West Alondra Boulevard. Ms. Dudley mentioned that she had a stroke and thanked Councilperson/Director Zurita for keeping her abreast of City business while she recovered.

Benjamin Holifield, Compton resident, inquired about the status of the left hand turning signal to be installed at Wilmington and Greenleaf Boulevard. He went on to request a consorted effort by the City to make Compton Boulevard a "Dream Boulevard" with Community Care organization leading the charge at Aranbe and Compton Boulevard.

Barbara Calhoun, Compton resident, communicated her concerns about the City Controller's statements and actions to submit the Successor Agency budget to the State prior to it being approved by this Honorable Body. She made note of the City Attorney's remarks in regards to the situation and referenced Section 703 of the Compton City Charter: the duties and responsibilities of the City Controller.

Patricia Moore, Compton resident, stated that she is prayerful and hopeful that the Successor Agency will have the strength, clarity, and support they need to move forward as they oversee city-owned properties. She welcomed the interim City Manager/Executive Secretary to the City of Compton and applauded the members of this Body for taking on the task of moving the City in a positive direction.

Richard Earl, Compton resident, requested a consorted effort by City officials to clean Compton Boulevard. He went on to request the status of the Walmart store opening in Compton. He proposed a ban on marijuana dispensaries and asked that this Body address the recent shootings in the area.

Mayor Brown requested an update on the opening of Walmart at the next council meeting.

#1.

Lynn Boone, Compton resident, spoke in opposition to the Successor Agency budget; citing missing documentation in regards to the completion of last year's long range property management plan. She indicated that the paperwork states that Dr. Sefa'boayke is the director, when in actuality he is the manager of the department. And lastly, she inquired about the mission statement for the Housing Successor Agency and what the Successor Agency does as a trade member of the Joint Powers Authority (JPA).

Councilperson/Director Zurita asked that Councilperson/Director McCoy assist her with creating a survey on the number of collisions that have occurred at Wilmington and Greenleaf Boulevard for the purposes of installing a left-hand turning signal at that intersection.

***Councilperson/Director Sharif exited the meeting at 11:57 a.m.**

The Successor Agency meeting adjourned at 12:05 p.m.

CONSENT AGENDA - There were no Consent Agenda items.

REGULAR AGENDA

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

CITY ATTORNEY REPORTS - There were no City Attorney Reports.

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE SUCCESSOR AGENCY AND HOUSING SUCCESSOR BUDGET FOR FISCAL YEAR JULY 1, 2016 - JUNE 30, 2017(**REMOVED**)
2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN ADDENDUM TO THE CALIFORNIA CITIES FOR SELF RELIANCE JOINT POWERS AUTHORITY AGREEMENT TO ADMIT THE CITY OF CUDAHY AS A TRADE MEMBER

Councilperson Zurita asked the City Manager to explain how this membership benefits the City of Compton.

City Manager Groomes reported that this organization was formed in 2001, and the City of Compton joined in 2006. The members of this organization have casinos in their city and they came together to leverage their resources for legislative protection as it relates to their concern for local casinos. Cudahy would like to join and all of the other member cities have approved the addendum to allow them to join - and they are asking for Compton's approval.

Councilperson Zurita requested a monthly report on the gaming revenues and acknowledged the importance of someone from Compton sitting on this board.

Mayor Brown commented on the history of the JPA and their competing interests with member organizations.

On motion by Zurita, seconded McCoy, **Resolution 24,411** entitled “**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN ADDENDUM TO THE CALIFORNIA CITIES FOR SELF RELIANCE JOINT POWERS AUTHORITY AGREEMENT TO ADMIT THE CITY OF CUDAHY AS A TRADE MEMBER**” was approved, by the following vote on roll call:

AYES: Council Members - Zurita, McCoy, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan, Sharif

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

COUNCIL COMMENTS - There were no Council Comments.

ADJOURNMENT

On motion by Zurita, seconded by McCoy, the meeting was adjourned at 12:11 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, McCoy, Brown

NOES: Council Members - None

ABSENT: Council Members - Galvan, Sharif

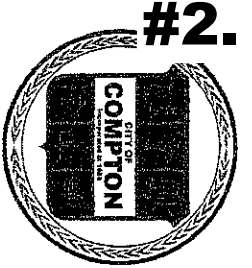
City Clerk of the City of Compton

Mayor of the City of Compton

DATE: SEPT 06, 2016
TO: MAYOR AND COUNCIL MEMBERS
FROM: CITY TREASURER
SUBJECT: INVESTMENT REPORT

IN ORDER TO COMPLY WITH STATE LAW AND THE CITY'S INVESTMENT POLICY, THE ATTACHED REPORTS ACCURATELY REFLECT ALL POOLED INVESTMENTS HELD ON BEHALF OF THE CITY AND SUCCESSOR AGENCY AS OF JUNE 30, 2016.

DOUGLAS SANDERS
CITY TREASURER



#2.

CITY OF COMPTON **Portfolio Management** **Portfolio Summary** **June 30, 2016**

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

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Passbook/Checking Accounts -2	482,021.25	482,021.25	482,021.25	1.48	1	1	0.123	0.124
Local Agency Investment Funds	32,003,586.64	32,003,586.64	32,003,586.64	98.14	1	1	0.457	0.463
Managed Pool & Money Market Account	124,517.51	124,517.51	124,517.51	0.38	1	1	0.148	0.150
Investments	32,610,125.40	32,610,125.40	32,610,125.40	100.00%	1	1	0.451	0.457

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	9,458.15	89,002.72	89,002.72
Average Daily Balance	21,845,768.20	21,750,840.59	
Effective Rate of Return	0.53%	0.41%	

This report reflects all pooled investments in conformity with the Investment Policy adopted by the City Council Gov Code 53646(b) (3)). The monthly investment report must state the ability of the agency to meet its expenditure requirements for the next six months or provide an explanation as to why sufficient cash funds may or may not be available. The investment program should provide sufficient cash to meet six months of estimated expenditures; there should be sufficient cash available. In August 2015, the City completed a TRAN's transaction of approximately \$10 million with the balance due in June 2016. As of June 30, 2016 the 12th month of the Fiscal Year 2015/2016, the City had an estimated total in the General City Bank account plus LAIF accounts of \$18.1 million. At the time of this report period, approximately \$3.05 million in payroll funding and outstanding warrants to be paid to vendors. Our PERS balance is approximately \$11.2 million as of the date of this report period. PERS allocation from the May property tax revenue was \$1,861,703.01. The City did receive its PERS parcel tax revenue in June 2016 of \$4,816,033, due to the Governor signing a bill that allows all of the parcel tax for retirement collected on the CRA/SUCCESSOR AGENCY to return to the City. The Federal Reserve has not increased rates since December 2015; however there may be an increase in September 2016 due to the stable employment number over the last 12 months and possible inflation. The question is will it be .25% or .50%. The City made its major Bond payments in August and September 2015. The City also made bond payments for the CRA/SUCCESSOR AGENCY in February 2016 and Bond Sewer and Water Bond payments for March 2016. The next major Bond payments are in August and September 2016. Over the last 5 years, our City continues in meeting its obligations to the vendors on payments, due to the combined efforts of Management. The City Controller's Office, as well as The Treasurer's Office, contributing to the success of our City.

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

Treasury Rates as of 6/30/16
 3 month T-Bill @ 0.2700%
 6 month T-Bill @ 0.3500%
 1 year T-Bill @ 0.4300%

DOUGLAS SANDERS CITY TREASURER

8-23-16

Reporting period 06/01/2016-06/30/2016

Run Date: 08/23/2016 - 11:53

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
June 30, 2016

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 380	YTM 365	Days to Maturity
Passbook/Checking Accounts -2											
5007	5007	Family Self Sufficiency	175,775.56		175,775.56	175,775.56	0.080	0.079	0.080		1
4000	4000	Neighborhood Improvement	306,245.69		306,245.69	306,245.69	0.150	0.148	0.150		1
Subtotal and Average			586,345.47		482,021.25	482,021.25	482,021.25	0.123	0.124		1
Local Agency Investment Funds											
6000	6000	General City	13,503,908.56		13,503,908.56	13,503,908.56	0.463	0.457	0.463		1
6011	6011	SA Low Cost Housing	0.00		0.00	0.00	0.463	0.457	0.463		1
6029	6029	Measure R	418,212.61		418,212.61	418,212.61	0.463	0.457	0.463		1
6019	6019	EDA Revolving Loan	68,147.87		68,147.87	68,147.87	0.463	0.457	0.463		1
6002	6002	Prop C	2,448,760.43		2,448,760.43	2,448,760.43	0.463	0.457	0.463		1
6030	6030	PROP A	1,619,358.73		1,619,358.73	1,619,358.73	0.463	0.457	0.463		1
6027	6027	River Mountain Conservancy	11,817.51		11,817.51	11,817.51	0.463	0.457	0.463		1
6007	6007	Successor Agency General	9,693.00		9,693.00	9,693.00	0.463	0.457	0.463		1
6003	6003	Sewer Bond Proceeds	832,799.20		832,799.20	832,799.20	0.463	0.457	0.463		1
6022	6022	Regional Park	2,754,856.44		2,754,856.44	2,754,856.44	0.463	0.457	0.463		1
2100	6021	Retirement Fund	10,336,032.29		10,336,032.29	10,336,032.29	0.463	0.457	0.463		1
Subtotal and Average			21,134,918.97		32,003,586.64	32,003,586.64	32,003,586.64	0.467	0.463		1
Managed Pool & Money Market Account											
5004	5004	Formal Assurance Prg Money Mkt	123,984.25		123,984.25	123,984.25	0.150	0.148	0.150		1
5005	5005	Rental Rehab Prg Money Market	203.14		203.14	203.14	0.060	0.059	0.060		1
5003	5003	Residential Rehab Money Market	330.12		330.12	330.12	0.040	0.039	0.040		1
Subtotal and Average			124,502.76		124,517.51	124,517.51	0.148	0.150			1
Total and Average			21,645,768.20		32,610,126.40	32,610,126.40	32,610,126.40	0.461	0.457		1

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
JUNE 30, 2016

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BANK	357,812.89
1001	GENERAL CITY ACCOUNT	BANK OF THE WEST	4,620,945.94
1520	MEASURE R	BANK OF THE WEST	202,929.74
2000	PROP A	BANK OF THE WEST	97,610.53
4000	SA GENERAL	BANK OF THE WEST	12,899,451.54
1203	SA LOW COST HOUSING	BANK OF THE WEST	7,308,832.45
2100	PERS	BANK OF THE WEST	903,863.62
9203	PUBLIC FINANCE AUTHORITY	BANK OF THE WEST	179,145.40
1001	COC - REGIONAL PARK	BANK OF THE WEST	963.80
2820	COC - FAMILY SELF SUFFICIENCY	BANK OF THE WEST	175,775.56
2754-84-85	JTPA - CAREERLINK	BANK OF THE WEST	216,064.97
2805	HOME LOAN PROGRAM	BANK OF THE WEST	373,605.51
2818	SECTION 108 - HUD FUND	BANK OF THE WEST	2,435,056.26
1022	POLICE DRUG PROPERTY FORFEITURE	BANK OF THE WEST	8,805.90
5116	BOND SEWER CONSTRUCTION FUND	BANK OF THE WEST	8,328.40
6400	LIABILITY	BANK OF THE WEST	140,155.27

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
JUNE 30, 2016

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
1001	COC - CHANGE FUND	BANK OF THE WEST	105.00
1900	PROP C	BANK OF THE WEST	244,417.90
6300	WORKERS COMP	BANK OF THE WEST	158,334.32
2820	HOUSING AUTHORITY	BANK OF THE WEST	1,589,615.64
1001	EMERGENCY MEDICAL SERVICES COC	BANK OF THE WEST	856,094.02
1061	COPS GRANT WEED AND SEED	BANK OF THE WEST	175,223.31
1001	COC PARKING VIOLATIONS	BANK OF THE WEST	39,455.47
1001	COC UTILITIES BILLINGS	BANK OF THE WEST	1,146,434.43

DATE: SEPT 06, 2016
TO: MAYOR AND COUNCIL MEMBERS
FROM: CITY TREASURER
SUBJECT: INVESTMENT REPORT

IN ORDER TO COMPLY WITH STATE LAW AND THE CITY'S INVESTMENT POLICY, THE ATTACHED REPORT ACCURATELY REFLECT ALL POOLED INVESTMENTS HELD ON BEHALF OF THE CITY AND SUCCESSOR AGENCY AS OF JULY 31, 2016.

DOUGLAS SANDERS
CITY TREASURER



#3.

CITY OF COMPTON
Portfolio Management
Portfolio Summary
July 29, 2016

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

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Passbook/Checking Accounts -2	484,235.13	484,235.13	484,235.13	1.60	1	1	0.123	0.124
Local Agency Investment Funds	29,729,485.41	29,729,485.41	29,729,485.41	97.99	1	1	0.542	0.550
Managed Pool & Money Market Account	124,533.28	124,533.28	124,533.28	0.41	1	1	0.148	0.150
Investments	30,338,253.82	30,338,253.82	30,338,253.82	100.00%	1	1	0.534	0.542

Total Earnings	July 29 Month Ending	Fiscal Year To Date
Current Year	12,927.64	12,927.64
Average Daily Balance	32,489,786.72	32,489,786.72
Effective Rate of Return	0.50%	0.50%

This report reflects all pooled investments in conformity with the Investment Policy adopted by the City Council Gov Code 53646(b) (3). The monthly investment report must state the ability of the agency to meet its expenditure requirements for the next six months or provide an explanation as to why sufficient cash funds may or may not be available. The investment program should provide sufficient cash to meet six months of estimated expenditures; there should be sufficient cash available. In July 2016, the City completed a TRANS transaction of approximately \$15,595 million with the balance due in June 2017. As of July 31, 2016 the 1st month of the Fiscal Year 2016/2017, the City had an estimated total in the General City Bank account plus LAIF accounts of \$19,862 million. At the time of this report period, there was approximately \$7.8 million in outstanding warrants to be paid to vendors. Our PERS balance is approximately \$9.4 million as of the date of this report period. PERS allocation from the May property tax revenue was \$1,861,703.01. The City did receive its PERS parcel tax revenue in June 2016 of approximately \$4,816,033, due to the Governor signing a bill that allows all of the parcel tax for retirement collected on the CRA/SUCCESSOR AGENCY to return to the City. The Federal Reserve has not increased rates since December 2015, however there may be an increase in September 2016 due to the stable employment number over the last 12 months and possible inflation. The question is will it be .25% or .50%. The City made its major Bond payment for the CRA/SUCCESSOR AGENCY in February 2016 and Bond Sewer and Water Bond payments in March 2016. The next major Bond payments are in August and September 2016. Over the last 5 years, our City continues in meeting its obligations to the vendors on payments, due to the combined efforts of Management, The City Controller's Office, as well as The Treasurer's Office, contributing to the success of our City.

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

Treasury Rates as of 7/29/16
3 month T-Bill @ 0.25400%
6 month T-Bill @ 0.3660%
1 year T-Bill @ 0.4800%

DOUGLAS SANDERS, CITY TREASURER

8-31-16

Reporting period 07/01/2016-07/29/2016

Run Date: 08/31/2016 - 11:16

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
July 29, 2016

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Passbook/Checking Accounts -2												
5007	5007	Family Self Sufficiency	177,950.53		177,950.53	177,950.53	177,950.53	0.080	0.079	0.080	1	
4000	4000	Neighborhood Improvement	306,284.60		306,284.60	306,284.60	306,284.60	0.150	0.148	0.150	1	
Subtotal and Average			482,768.87		484,235.13	484,235.13	484,235.13		0.123	0.124	1	
Local Agency Investment Funds												
6000	6000	General City	11,512,597.87		11,512,597.87	11,512,597.87	11,512,597.87	0.550	0.542	0.550	1	
6011	6011	SA Low Cost Housing	0.00		0.00	0.00	0.00	0.000	0.000	0.000	1	
6029	6029	Measure R	418,576.83		418,576.83	418,576.83	418,576.83	0.550	0.542	0.550	1	
6019	6019	EDA Revolving Loan	68,239.96		68,239.96	68,239.96	68,239.96	0.550	0.542	0.550	1	
6002	6002	Prop C	2,452,074.33		2,452,074.33	2,452,074.33	2,452,074.33	0.550	0.542	0.550	1	
6030	6030	PROP A	1,621,460.04		1,621,460.04	1,621,460.04	1,621,460.04	0.550	0.542	0.550	1	
6027	6027	River Mountain Conservancy	11,833.48		11,833.48	11,833.48	11,833.48	0.550	0.542	0.550	1	
6007	6007	Successor Agency General	9,706.17		9,706.17	9,706.17	9,706.17	0.550	0.542	0.550	1	
6003	6003	Sewer Bond Proceeds	833,924.64		833,924.64	833,924.64	833,924.64	0.550	0.542	0.550	1	
6022	6022	Regional Park	2,758,579.32		2,758,579.32	2,758,579.32	2,758,579.32	0.550	0.542	0.550	1	
2100	6021	Retirement Fund	10,042,492.77		10,042,492.77	10,042,492.77	10,042,492.77	0.550	0.542	0.550	1	
Subtotal and Average			31,882,498.80		29,729,485.41	29,729,485.41	29,729,485.41		0.542	0.550	1	
Managed Pool & Money Market Account												
5004	5004	Formal Assurance Prg Money Mkt	124,000.00		124,000.00	124,000.00	124,000.00	0.150	0.148	0.150	1	
5005	5005	Rental Rehab Prg Money Market	203.15		203.15	203.15	203.15	0.060	0.059	0.060	1	
5003	5003	Residential Rehab Money Market	330.13		330.13	330.13	330.13	0.040	0.039	0.040	1	
Subtotal and Average			124,518.05		124,533.28	124,533.28	124,533.28		0.148	0.150	1	
Total and Average			32,489,786.72		30,338,253.82	30,338,253.82	30,338,253.82		0.534	0.542	1	

**CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
JULY 29, 2016**

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BANK	676,090.77
1001	GENERAL CITY ACCOUNT	BANK OF THE WEST	7,159,693.58
1520	MEASURE R	BANK OF THE WEST	265,203.37
2000	PROP A	BANK OF THE WEST	221,845.81
4000	SA GENERAL	BANK OF THE WEST	1,868,057.40
1203	SA LOW COST HOUSING	BANK OF THE WEST	7,308,832.45
2100	PERS	BANK OF THE WEST	41,867.35
9203	PUBLIC FINANCE AUTHORITY	BANK OF THE WEST	179,145.40
1001	COC - REGIONAL PARK	BANK OF THE WEST	963.80
2820	COC - FAMILY SELF SUFFICIENCY	BANK OF THE WEST	177,950.53
2754-84-85	JTPA - CAREERLINK	BANK OF THE WEST	228,515.42
2805	HOME LOAN PROGRAM	BANK OF THE WEST	373,605.51
2818	SECTION 108 - HUD FUND	BANK OF THE WEST	1,918,665.70
1022	POLICE DRUG PROPERTY FORFEITURE	BANK OF THE WEST	8,805.90
5116	BOND SEWER CONSTRUCTION FUND	BANK OF THE WEST	8,328.40
6400	LIABILITY	BANK OF THE WEST	57,736.84

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
JULY 29, 2016

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
1001	COC - CHANGE FUND	BANK OF THE WEST	492.00
1900	PROP C	BANK OF THE WEST	317,276.04
6300	WORKERS COMP	BANK OF THE WEST	143,269.24
2820	HOUSING AUTHORITY	BANK OF THE WEST	2,148,323.68
1001	EMERGENCY MEDICAL SERVICES COC	BANK OF THE WEST	1,052,683.64
1061	COPS GRANT WEED AND SEED	BANK OF THE WEST	175,224.79
1001	COC PARKING VIOLATIONS	BANK OF THE WEST	112,516.81
1001	COC UTILITIES BILLINGS	BANK OF THE WEST	363,398.91

September 6, 2016

TO: MAYOR AND COUNCIL MEMBERS

FROM: DAVID DENT, CHIEF BUILDING OFFICIAL
BUILDING & SAFETY DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A MULTI-YEAR CONTRACT WITH AND ISSUE A PURCHASE ORDER TO BEST RESTORATION SERVICES, INC. FOR EMERGENCY BOARD-UP SERVICES AND WEED ABATEMENT (\$40,000).

SUMMARY

Adoption of this resolution will authorize the City Manager to enter into a two (2) year contract (i.e. August 1, 2016 through June 30, 2018) with Best Restoration Services, Inc. ("Best Restoration") to provide "as-needed" structural board-up and property abatement services for the Building and Safety Department at the estimated yearly cost of Forty Thousand Dollars (\$40,000.00) for services rendered each contract year (i.e. August 1, 2016 – June 30, 2017 and July 1, 2017 – June 30, 2018).

BACKGROUND

The City of Compton has set forth regulations and standards for the utilization and maintenance of private property—both residential and commercial—in order to preserve the health, safety and welfare of its citizens in the community.

Damaged buildings may pose immediate hazards to the health and safety of those in or around the structures. Securing a structure after a fire, flood, vandalism, car crash or any other event which leaves a breach in a building envelope is paramount. Doing so can possibly prevent additional damage from the elements and/or vandals, in addition to protecting children from the attractive nuisance created by unsecured structures.

STATEMENT OF ISSUE

Utilizing the services of an outside contractor such as Best Restoration; which has 21 years of experience in providing property maintenance and securement; will allow for "as-needed" 24-hour emergency board-up and securement of residential and commercial properties and weed abatement in the City.

#4.

**Staff Report – Resolution Authorizing Contract With
Best Restoration Services, Inc. – Board-ups & Abatements
September 6, 2016, page 2**

FISCAL IMPACT

Best Restoration's hourly fees for service are as follows:

▪ Board-up with one opening only, regular hours	\$200.00
Plus each additional opening	\$ 55.00
(This includes trip, gas, materials, labor, etc.)	
▪ Emergency board-up with one opening only, after hours	\$250.00
Plus each additional opening	\$ 55.00
(This includes trip, gas, materials, labor, etc.)	
▪ Technical hourly rate	\$ 50.00
(This includes trip, gas, materials, labor, etc.)	
▪ Debris, trash, weeds and grass removal are charged at an hourly rate	\$ 50.00
(This includes trip, gas, materials, labor, etc.)	

Funds for the "as-needed" services provided during the first (1st) year of the agreement in the projected amount of \$40,000.00 has been allocated in the Building and Safety Department's 2016-2017 budget in Account No. 1001 770 000 4269. Funds in the projected amount of \$40,000.00 for services to be provided for the remainder of the term of the agreement will be appropriated in future City budgets.

RECOMMENDATION

Staff recommends that City Council adopt the attached Resolution.

**DAVID DENT, CHIEF BUILDING OFFICIAL
BUILDING & SAFETY DEPARTMENT**

APPROVED FOR FORWARDING:

**JEROME G. GROOMES
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A MULTI-
YEAR CONTRACT WITH AND ISSUE A PURCHASE ORDER TO BEST
RESTORATION SERVICES, INC. FOR EMERGENCY BOARD-UP SERVICES
AND WEED ABATEMENT (\$40,000)**

WHEREAS, the City of Compton has set forth regulations and standards for the utilization and maintenance of private property in order to preserve the health, safety and welfare of its citizens in the community; and

WHEREAS, damaged buildings may pose immediate hazards to the health and safety of those in or around the structures, thus securing a structure after a fire, flood, vandalism, car crash or any other event which leaves a breach in a building envelope is paramount in that doing so can possibly prevent additional damage from the elements and/or vandals, in addition to protecting children from the attractive nuisance created by unsecured structures; and

WHEREAS, utilizing the services of an outside contractor such as Best Restoration; which has 21 years of experience in providing property maintenance and securement; will allow for “as-needed” 24-hour emergency board-up and securement of residential and commercial properties and weed abatement in the City; and

WHEREAS, funds for the “as-needed” services to be provided during the first (1st) year of the agreement in the projected amount of \$40,000.00 has been allocated in the Building and Safety Department’s 2016-2017 budget in Account No. 1001 770 000 4269

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

Section 1. That the Interim City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a two (2) year contract (i.e. August 1, 2016 through June 30, 2018) with Best Restoration Services, Inc. to provide emergency board-up and weed abatement services for the Building and Safety Department in the amount of Forty Thousand Dollars (\$40,000.00) for services to be rendered during Fiscal Year 2016-2017 and Forty Thousand Dollars (\$40,000.00) for services to be rendered during Fiscal Year 2017-2018.

Section 2. That a purchase order is hereby authorized to be established in the amount of Forty Thousand Dollars (\$40,000.00) for services to be rendered during Fiscal Year 2016-2017.

Section 3. That funds in the amount of Forty Thousand Dollars (\$40,000.00) are available in the Building and Safety Department’s 2016-2017 Fiscal Year budget in Account No. 1001 770 000 4269. Funds for the remainder of the contract term shall be appropriated in future City budgets.

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

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

ADOPTED this ____ day of _____, 2016.

Resolution No. _____
Page 2

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

**SERVICE AGREEMENT
BETWEEN
CITY OF COMPTON
AND
BEST RESTORATION SERVICES, INC.**

This **AGREEMENT** is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **BEST RESTORATION SERVICES, INC.** (hereinafter referred to as "**CONTRACTOR**") located at 14727 Hawthorne Boulevard, Lawndale, California 90260, pursuant to Resolution No. _____, adopted by the City Council on _____, 2016.

WITNESSETH:

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

1. Services to be Performed by Contractor:

Contractor shall perform, in a professional manner, everything required to be performed, shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services for providing Board-Up and property securement (residential and commercial) services, on an "**as-needed 24-hour basis.**" More specifically, Contractor shall provide and perform the following services:

- Respond to the designated work site within 24-hours (7 days a week) from request for services by the City
- Board-up buildings, if directed by the City
- Removal and disposal of exterior and/or interior trash, debris and weeds, if directed by the City
- Swimming pool pump outs, if directed by the City
- Graffiti removal, if directed by the City
- Temporary fencing, if directed by the City
- Roof cover-ups, if directed by the City
- Provide before and after pictures of Site
- Completion of requested and approved services within 1 to 2 calendar days, depending on conditions of property
- Provide any other related services as requested and approved by the City

Contractor shall not proceed with any work until the City has approved the itemized cost proposal presented to the City by the Contractor.

Contractor agrees to perform all the said work and furnish all the said materials at its own cost and expense, as are necessary to complete in a good worker-like and substantial manner and to the satisfaction of the City.

Contractor shall bear all costs associated with this work, including, but not limited to, all professional, technical, clerical services, materials, tools, equipment, transportation, telephone, etc., used by Contractor in connection with this work.

Contractor agrees to be responsible for furnishing all said labor, materials, equipment,

Services Agreement – Best Restoration Services, Inc.
Emergency Board-Ups/Property Securement
Building & Safety/Resolution No. _____ FYs 2016-18

tools and services; furnishing and removing tools and equipment, and doing everything required by the Agreement; also, for all expenses arising from the suspension or discontinuance of work, except as are expressly stipulated or mutually agreed; and for completing the work in accordance with the requirements of this Agreement.

2. Compensation:

The method of payment for this Contract shall be on a “**fee for services**” basis as follows:

- Board-up with one opening only, regular hours \$200.00
 Plus each additional opening 55.00
 (This includes trip, gas, materials, labor, etc.)

- Emergency board-up with one opening only, after hours \$250.00
 Plus each additional opening 55.00
 (This includes trip, gas, materials, labor, etc.)

- Technical hourly rate \$ 50.00
 (This includes trip, gas, materials, labor, etc.)

- Debris, trash, weeds and grass removal are charged \$ 50.00
 at an hourly rate
 (This includes trip, gas, materials, labor, etc.)

The fees charged by the Contractor shall include compensation for all work and labor, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Contractor and the City. Adjustment in the total compensation will not be effective until authorized and approved by the City.

Progress payments may be made in arrears for each project completed by the Contractor. If Contractor fails to complete the work according to schedule or as agreed to by the City, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Contractor shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoice(s) for all services completed. Invoice(s) shall be submitted no later than 45 calendar days after the performance of work for which the Contractor is billing. Invoice(s) shall be delivered or mailed to the **Chief Building Official** of the Building and Safety Department 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.

Services Agreement – Best Restoration Services, Inc.
Emergency Board-Ups/Property Securement
Building & Safety/Resolution No. _____ FYs 2016-18

For the work agreed to be performed pursuant to this Agreement, it is understood between the parties that the maximum compensation payable to the Contractor for services rendered during the term of this Agreement is limited to **Forty Thousand Dollars (\$40,000.00) per fiscal year.**

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

3. Commencement of Services:

The term of this Agreement shall be effective as of August 1, 2016. Contractor's services shall be supplied on an "**as-needed**" basis to the City. This Agreement shall expire on June 30, 2018, unless this Agreement is extended or terminated as provided herein.

4. Indemnity:

Contractor shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereafter the "CITY") against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall defend, indemnify and save the City from any and all liability or expense, including defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions of the Contractor in the performance of this Contract, including operations of subcontractors and acts or omissions of employers or agents of the Contractor or its subcontractors.

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

5. Insurance:

5.1 Insurance Requirements. The Contractor shall not commence Work under this Contract until it has provided evidence satisfactory to the City that it has secured all insurance coverage required under this section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until such subcontractor(s) has secured all insurance required under this Section 5.

As a condition precedent to the effectiveness of this Contract for work to be performed hereunder and without limiting the Contractor's indemnification of the City, Contractor will maintain the types of coverage's 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

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the scope of its protection to the below-designated insured's except for Workers Compensation insurance. ***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.*** Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City.

5.2 Minimum Scope of Insurance. Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Contractor under the terms of the Agreement. Contractor shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for its proper protection of the work.

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

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

5.2.2 Workers' Compensation Insurance and Employer's Liability. Contractor shall provide and maintain at its own expense during the term of this Agreement a policy of Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of **One Million Dollars (\$1,000,000)** per accident for bodily injury and which specifically covers all persons providing services by or on behalf of the Contractor and all risks to such persons under the Agreement. 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.

5.2.3 Automotive Liability. Contractor shall provide and maintain at its own expense during the term of this Agreement a program of insurance with a limit of liability of not less than **Five Hundred Thousand Dollars (\$500,000.00)** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle; and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees).

5.3 Endorsements. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval.

5.3.1 The policy or policies of insurance required by Section 5.2.1 (Commercial General Liability) shall be endorsed to provide the following:

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.a Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be named as “*additional insured*” with regard to liability and defense of suits or claims arising out of the performance of the Agreement.

.b Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Contractor; or (4) contain any other exclusions contrary to the Contract.

.c Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

5.3.2 The policy or policies of insurance required by Section 5.2.2 (Automobile Liability) shall be endorsed to provide the following:

.a Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

5.3.3 The policy or policies of insurance required by Section 5.2.4 (Workers' Compensation) shall be endorsed to provide the following:

.a Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the indemnified parties.

.b Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City, except ten (10) days written notice shall be provided for non-payment of premium.

5.4 Waiver of Subrogation. Required insurance coverage's shall not prohibit Contractor from waiving the right of subrogation prior to a loss. Contractor shall waive all subrogation rights against the indemnified parties. Policies shall contain or be endorsed to contain such provisions.

5.5 Deductible. Any deductible or self-insured retention must be approved in writing by the City and shall protect the indemnified parties in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

5.6 Evidence of Insurance. The Contractor, concurrently with the execution of the Contract, and as a condition precedent to the effectiveness thereof, shall deliver certified copies of the required policies on forms approved by the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing

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that the required insurance has been reinstated or has been provided through another insurance company or companies.

5.7 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

5.8 Insurance for Subcontractors. All subcontractors shall be included as additional insured's under the Contractor's policies, or the Contractor shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City as an "*additional insured*" to the subcontractor's policies.

6. Non-Discriminatory Employment Practices:

During the performance of this Contract, 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. The 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. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

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

7. Successors and Assigns:

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

8. Warranties:

The Contractor guarantees all equipment, materials, supplies and work furnished on the job against defective construction or workmanship for a period of one (1) year following completion of the project.

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If within one (1) year after the date of completion of the Agreement, any of the work is found to be defective or not in accordance with the Contract documents, the Contractor shall correct it promptly after receipt of a written notice from the City to do so, at the Contractor's expense. This obligation shall survive termination of the Contract. The City shall give notice promptly after discovery of the condition.

9. Independent Contractor Status:

Contractor, its officers, employees, subcontractors, agents and volunteers (collectively hereinafter the "Contractor"), is a wholly independent Contractor and not an officer, employee, subcontractor or agent of the City of Compton. 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.

10. Permits and Licenses:

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

Prior to or at the time of execution of this Agreement, the Contractor shall purchase a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

11. Termination:

Notwithstanding any other provisions of this Agreement, this Agreement may be terminated as follows:

11.1 If the Contractor becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Agreement.

11.2 If the Contractor persistently or repeatedly refuses or fails, except in cases for which extensions of time are provided, to supply enough properly skilled workers, property or material, or if he fails to make prompt payment to subcontractors or for materials or labor, or he persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, then, the City may, without prejudice to any other right or remedy and after giving the Contractor five (5) days written notice, terminate this Agreement.

11.3 If the Contractor fails to perform or breaches any material obligation under this Agreement, then, the City may, without prejudice to any other right or remedy and after giving the

#4.

Services Agreement – Best Restoration Services, Inc.
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Contractor five (5) days written notice, terminate this Agreement.

11.4 Pursuant to the provisions of Section 3 above.

If the City gives notice of termination, Contractor shall cease immediately all work in progress unless otherwise directed in writing by the City. Upon termination Contractor shall furnish to the City a final invoice for work performed.

12. Force Majeure:

In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Contractor or any of Contractor's subcontractors), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Contract upon any event that renders performance impossible. In such case, City shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

13. Waivers:

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

14. Amendments:

This Agreement may be modified or amended only by 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.

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

To Contractor:

**Best Restoration Services, Inc.
14727 Hawthorne Boulevard
Lawndale, California 90260
Attn: Imad David Ammari, President
(310) 676-2161
(310) 676-2167 – fax.**

Services Agreement – Best Restoration Services, Inc.
 Emergency Board-Ups/Property Securement
 Building & Safety/Resolution No. _____ FYs 2016-18

To City:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Chief Building Official
(310) 605-5509
(310) 605-5598 – 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.

16. Contractors' Books and Records:

Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to work, services, expenditures and disbursements charges to the City for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Contractor shall maintain all documents and records which demonstrate performance under this Agreement for the period and to the extent required by laws relating to audits of public agencies and their expenditures.

Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City or a designated representative. Copies of such documents shall be provided to the City, at its expenses, for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

17. Examination and Audit:

This Contract shall be subject to examination and audit of the City, State Auditor of the State of California and/or any duly authorized representative of the federal government, at the request of the City, or as part of any audit of the City, for a period of three (3) years, or longer if required by law, after final payment under this Agreement.

18. Extent of Agreement and Exhibits Incorporated:

This Agreement and any attachments hereto, constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the

Services Agreement – Best Restoration Services, Inc.
Emergency Board-Ups/Property Securement
Building & Safety/Resolution No. _____ FYs 2016-18

parties with respect to all and any part of the subject matter hereof. Neither party has been induced to make or enter into this Agreement by reason of promise, agreement, representation, statement or warranty other than as herein contained. Nothing in this Agreement shall create any contractual relations between any subcontractor and the City.

19. Governing Law and Severability:

This Agreement shall be governed by and construed under the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

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

20. 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. Contractor shall be responsible for paying all federal and state income withholding taxes for all earning under this Agreement.

21. Miscellaneous:

Contractor and City acknowledge that the terms of this Agreement have been mutually negotiated and that such documents shall not be interpreted against either City or Contractor on the basis that either party was responsible for or in control of the drafting of such documents.

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.

BEST RESTORATION SERVICES, INC.
CONTRACTOR

Dated: _____

By _____
Imad David Ammari, President

Services Agreement – Best Restoration Services, Inc.
Emergency Board-Ups/Property Securement
Building & Safety/Resolution No. _____ FYs 2016-18

CITY OF COMPTON
Recommended for Approval:

Dated: _____

By _____
David Dent, Chief Building Official
Building & Safety Department

Approved by:

Dated: _____

By _____
Jerome G. Groomes, Interim 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: Building and Safety

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A MULTI-YEAR CONTRACT WITH AND ISSUE A PURCHASE ORDER TO BEST RESTORATION SERVICES, INC. FOR EMERGENCY BOARD-UP SERVICES AND WEED ABATEMENT (\$40,000)

David Dent
DEPARTMENT MANAGER’S SIGNATURE

7/27/2016 4:33:09 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

8/31/2016 3:29:07 PM
DATE

Barbara Rumbaoa
CITY CONTROLLER

8/31/2016 1:13:12 PM
DATE

Jerry Groomes
CITY MANAGER

8/31/2016 11:59:37 AM
DATE

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

September 6, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: INTERIM CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN REVISING THE CLASSIFICATION SPECIFICATION FOR THE POSITION OF PARALEGAL

SUMMARY

Adoption of the attached resolution will approve amending the City's Position Classification Plan by revising the classification specification for the position of Paralegal within the City Attorney's Office.

BACKGROUND

With the concurrence of the (then) City Manager, the City Attorney undertook a review of the City's Position Classification Plan for the position of Paralegal. Based upon that review, it is recommended that in order to best serve the City's need for effective and efficient legal support for the City Attorney's Office, that the Paralegal classification specification be revised.

City Management and representative(s) of the Compton Management Employees Association ("CMEA")/AFSCME Local 2325 met and conferred on the proposed revised classification and have agreed to the proposed revisions.

Subsequent to conducting a properly noticed and public hearing on January 21, 2016, pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter, the Personnel Board approved the proposed revisions to the Paralegal classification specification and recommended approval and adoption thereof to the City Council.

STATEMENT OF ISSUE

The Paralegal position was last revised in 2010. On review of the City's Position Classification Plan for the position of Paralegal, the City Attorney believes that updating and clarifying language is needed to properly maintain administrative efficiency in the City Attorney's Office.

The Paralegal position works under general supervision to perform a wide range and variety of general clerical and highly responsible legal and administrative duties for the Office of the City Attorney. This position is the only administrative position within the Office that provides experienced legal support to the Deputy City Attorneys, in addition

#5.

Staff Report – Resolution Amending Position Classification Plan
Adopt Revised Paralegal Position Classification
September 6, 2016, Page 2

to exercising a high degree of independence in the handling of various daily functions and responsibilities of the Office.

Revisions to this position classification are recommended to ensure more contemporary language which better describes the job duties and responsibilities, better conveys the City's desires for fulfillment of the position and better communicates to prospective applicants the City's goals.

FISCAL IMPACT

There will be no further or additional fiscal impact to the City's budget as a result of adopting the attached Resolution. The position and salary for this proposed revised classification specification is included in the 2016-2017 Fiscal Year budget.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

CRAIG J. CORNWELL
CITY ATTORNEY

APPROVED FOR FORWARDING:

JEROME G. GROOMES
INTERIM CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN REVISING THE CLASSIFICATION SPECIFICATION FOR THE POSITION OF PARALEGAL

WHEREAS, with the concurrence with the City Manager, the City Attorney undertook a review of the City's Position Classification Plan for the position of Paralegal; and

WHEREAS, based upon that review, it is recommended that in order to best serve the City's need for effective and efficient legal support for the City Attorney's Office, that the Paralegal classification specification be revised so as to update and clarify some of the language within the current classification specification; and

WHEREAS, revisions to this position classification are recommended to ensure more contemporary language which better describes the job duties and responsibilities, better conveys the City's desires for fulfillment of the position and better communicates to prospective applicants the City's goals; and

WHEREAS, City Management and representative(s) of the Compton Management Employees Association ("CMEA")/AFSCME Local 2325 met, conferred and agreed to the proposed revised classification; and

WHEREAS, pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter, on January 21, 2016, the Personnel Board conducted a public hearing relative to the proposed revisions to the Paralegal position; and

WHEREAS, following the close of the public hearing, the Personnel Board did vote in favor of recommending that the City Council approve and adopt the proposed revised position of Paralegal; and

WHEREAS, the position and salary for this proposed revised classification specification is included in the 2016-2017 Fiscal Year budget.

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

Section 1. That the existing classification specification for the Paralegal position is hereby abolished.

Section 2. That the revised classification specification for the Paralegal position (attached hereto) is hereby approved and added to the City of Compton Position Classification Plan.

Section 3. That a duly certified copy of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Controller, Human Resources and City Attorney's Office.

Resolution No. _____
Page 2

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 to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2016.

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

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

CITY CLERK OF THE CITY OF COMPTON

Proposed Revisions to Current Classification Specification

Strike-thrus = current language
Underlined = proposed language



City of Compton		
PARALEGAL		
Department: City Attorney	Class Code:	1706
Revised Date: September 2008	FLSA Status:	Non-Exempt
Personnel Board Approved: 8/20/09	Bargaining Unit: AFSCME 2325	
Council Approved: 7/20/10 Resolution No. 23,161		

GENERAL PURPOSE: Under general supervision, performs a wide range and variety of general clerical and highly responsible complex legal and secretarial administrative duties for the Office of the City Attorney; and perform other related duties.

SUPERVISION RECEIVED/EXERCISED: Works under the general supervision of the Chief Deputy City Attorney; does not exercise supervisory responsibilities.

PRIMARY DUTIES AND RESPONSIBILITIES:

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

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

- ~~Types~~ Prepares correspondence and legal documents, including ordinances, policies, resolutions, contracts, pleadings and other related documents.
- Processes and serves subpoenas.
- Researches and prepares legal correspondence and memoranda; responds to complaints.
- Performs advanced computerized legal research and compiles information, data and materials.
- Conducts ~~phases~~ various types of ~~discovery~~, including investigation, including discovery, and photography; interviews witnesses.
- Attends and takes notes at client interviews.
- Performs ~~secretarial~~ administrative services related to litigation and Department operations.
- Composes letters and memoranda on behalf of the City Attorney's Office.
- Operates, and remains proficient in a variety of office equipment, including but not limited to, a personal computer and various computer applications.
- Inputs parking citations on State computer system; conducts parking hearings as parking hearing officer.
- Maintains City Attorney's Office records and ~~fining~~ filing systems.

#5. City of Compton Paralegal

- Maintains the absolute confidentiality of all records and information; refers matters requiring policy interpretation to supervisor for resolution.
- Performs other duties as assigned or required.

MINIMUM QUALIFICATIONS:

Education and Experience:

Possession of an Associate's Degree from an accredited college in Paralegal Studies or related field; AND five (5) years paralegal experience in a private law practice or government agency; OR an equivalent combination of education and experience.

Required Licenses or Certifications:

- Must possess a valid California Class C Driver's License.
- Possession of a Paralegal Certificate.

Required Knowledge of:

- City organization, operations, policies and procedures.
- State and Federal laws, statutes, regulations, rules and codes regulating City government.
- Court system rules of civil and criminal procedures; rules of evidence; general tort, contract and constitution laws as related to government.
- English usage, spelling, grammar and punctuation.
- Legal terminology, forms and documents used in legal secretarial administrative work.
- Legal procedures and practices involved in composing, processing, calendaring and filing a variety of legal documents.
- Business letter writing and basic report preparation.
- Legal references and their contents.
- Components of ordinances, resolution, contracts and pleadings.
- Principles of record keeping.
- Personal computers and software applications.

Required Skill in:

- Analyzing technical and statutory issues, evaluating alternatives, and making decisions based on findings.
- Reviewing, correcting and maintaining complex and extensive records.
- Working independently in the absence of supervision with respect to legal documents, correspondence and memoranda.
- Performing basic arithmetic and statistical rapidly and accurately.
- Understanding and carrying out oral and written instructions.
- Scheduling assignments; planning, organizing and coordinating workflow.
- Operating a personal computer utilizing standard and specialized software.
- Effective verbal and written communication.
- Providing quality customer service.
- Establishing and maintaining effective working relationships with staff, City departments, elected officials, outside agencies and the general public.

Physical Demands / Work Environment:

- Work is performed indoors in an office setting.
- Work requires frequent light lifting, sorting, filing, typing and on occasion climbing (up to 4 feet).
- Moderate finger dexterity and near vision is required.

May be exposed to minor amounts of dust.



City of Compton <u>Proposed Revised Classification Specification</u>		
PARALEGAL		
Department: City Attorney Office	Class Code:	1706
Revised Date:	FLSA Status:	Non-Exempt
Personnel Board Approved: January 21, 2016	Bargaining Unit: AFSCME 2325	
Council Approved: <i>Resolution No.</i>		

GENERAL PURPOSE: Under general supervision, performs a wide range and variety of general clerical and highly responsible complex legal and administrative duties for the Office of the City Attorney; and perform other related duties.

SUPERVISION RECEIVED/EXERCISED: Works under the general supervision of the Chief Deputy City Attorney; does not exercise supervisory responsibilities.

PRIMARY DUTIES AND RESPONSIBILITIES:

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

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

- Prepares correspondence and legal documents, including ordinances, policies, resolutions, contracts, pleadings and other related documents.
- Processes and serves subpoenas.
- Researches and prepares legal correspondence and memoranda; responds to complaints.
- Performs advanced computerized legal research and compiles information, data and materials.
- Conducts various types of investigation, including discovery and photography; interviews witnesses.
- Attends and takes notes at client interviews.
- Performs administrative services related to litigation and Department operations.
- Composes letters and memoranda on behalf of the City Attorney's Office.
- Operates, and remains proficient in a variety of office equipment, including but not limited to, a personal computer and various computer applications.
- Inputs parking citations on State computer system; conducts parking hearings as parking hearing officer.
- Maintains City Attorney's Office records and filing systems.
- Maintains the absolute confidentiality of all records and information; refers matters requiring policy interpretation to supervisor for resolution.
- Performs other duties as assigned or required.

#5. City of Compton Paralegal

MINIMUM QUALIFICATIONS:

Education and Experience:

Possession of an Associate's Degree from an accredited college in Paralegal Studies or related field; AND five (5) years paralegal experience in a private law practice or government agency; OR an equivalent combination of education and experience.

Required Licenses or Certifications:

- Must possess a valid California Class C Driver's License.
- Possession of a Paralegal Certificate.

Required Knowledge of:

- City organization, operations, policies and procedures.
- State and Federal laws, statutes, regulations, rules and codes regulating City government.
- Court system rules of civil and criminal procedures; rules of evidence; general tort, contract and constitution laws as related to government.
- English usage, spelling, grammar and punctuation.
- Legal terminology, forms and documents used in legal secretarial work.
- Legal procedures and practices involved in composing, processing, calendaring and filing a variety of legal documents.
- Business letter writing and basic report preparation.
- Legal references and their contents.
- Components of ordinances, resolution, contracts and pleadings.
- Principles of record keeping.
- Personal computers and software applications.

Required Skill in:

- Analyzing technical and statutory issues, evaluating alternatives, and making decisions based on findings.
- Reviewing, correcting and maintaining complex and extensive records.
- Working independently in the absence of supervision with respect to legal documents, correspondence and memoranda.
- Performing basic arithmetic and statistical rapidly and accurately.
- Understanding and carrying out oral and written instructions.
- Scheduling assignments; planning, organizing and coordinating workflow.
- Operating a personal computer utilizing standard and specialized software.
- Effective verbal and written communication.
- Providing quality customer service.
- Establishing and maintaining effective working relationships with staff, City departments, elected officials, outside agencies and the general public.

Physical Demands / Work Environment:

- Work is performed indoors in an office setting.
- Work requires frequent light lifting, sorting, filing, typing and on occasion climbing (up to 4 feet).
- Moderate finger dexterity and near vision is required.
- May be exposed to minor amounts of dust.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN REVISING THE CLASSIFICATION SPECIFICATION FOR THE POSITION OF PARALEGAL

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

8/17/2016 4:00:17 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

8/31/2016 3:25:26 PM
DATE

Barbara Rumbaoa
CITY CONTROLLER

8/31/2016 1:07:24 PM
DATE

Jerome Groomes
CITY MANAGER

8/31/2016 11:58:15 AM
DATE

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

SEPTEMBER 6, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: BRYAN BATISTE, FIRE CHIEF
COMPTON FIRE DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO
ISSUE A SUPPLEMENTAL PURCHASE ORDER TO ADVANCED
FIRE EXTINGUISHER FOR THE PURCHASE AND SERVICING
OF FIRE EXTINGUISHERS AT ALL COMPTON FIRE STATIONS
(\$2,000)**

SUMMARY

This Resolution authorizes the Interim City Manager to issue a supplemental purchase order to Advanced Fire Extinguisher in the amount of \$2,000.00 for the purchase and servicing of the City's fire extinguishers at all Compton Fire Stations.

BACKGROUND

The Compton Fire Department is responsible for four (4) fire stations and five (5) front line fire engines that have a necessity to employ the use of fire extinguishers. These extinguishers are needed inside the fire stations in the case of fire or electrical hazards and during emergency operations for specialized operations.

STATEMENT OF ISSUE

Advanced Fire Extinguishers is the department's main provider of maintenance and supply of fire extinguishers. The City of Compton's General Services Department currently already has a Five Thousand Dollars (\$5,000.00) purchase order established with Advanced Fire Extinguisher, thus requiring the need for the Fire Department to request approval for a supplemental purchase order in the amount of Two Thousand Dollars (\$2,000.00).

The Fire Department has used Advanced Fire Extinguisher's services for more than 10 years. The owner of the company is a native and current resident of the City of Compton. The City has experienced a positive business relationship with Advanced Fire Extinguisher over the years and desires to continue that business relationship because the company's service and products are superior and the prices are competitive with the industry's market.

ALTERNATIVE

The alternative would be to purchase fire extinguishers from other local businesses whose prices are not so competitive. Staff compared prices with two other local retailers, Home Depot and Grainger, who have a non-static profit margin based on supply and demand in the hardware industry. The City does use these vendors for the purchase of other hardware products but these other vendors do not specialize in fire extinguishers and do not offer maintenance services. These vendors will charge higher prices without the benefit of maintenance and repair.

FISCAL IMPACT

There is no further impact to the 2016-2017 Fiscal Year Budget. Sufficient funds have been budgeted in Account No. 1001-690-000-4230 of the Fire Department's budget.

RECOMMENDATION

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

**BRYAN BATISTE, FIRE CHIEF
COMPTON FIRE DEPARTMENT**

APPROVED FOR FORWARDING:

**JEROME G. GROOMES
INTERIM CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A SUPPLEMENTAL PURCHASE ORDER TO ADVANCED FIRE EXTINGUISHER FOR THE PURCHASE AND SERVICING OF FIRE EXTINGUISHERS AT ALL COMPTON FIRE STATIONS (\$2,000)

WHEREAS, the Compton Fire Department is responsible for four (4) fire stations and five (5) front line fire engines that have a necessity to employ the use of fire extinguishers; and

WHEREAS, these extinguishers are needed inside the fire stations in the case of fire or electrical hazards and during emergency operations for specialized operations; and

WHEREAS, Advanced Fire Extinguishers is the department’s main provider of maintenance and supply of fire extinguishers; and

WHEREAS, the City of Compton’s General Services Department currently already has a Five Thousand Dollars (\$5,000.00) purchase order established with Advanced Fire Extinguisher, thus requiring the need for the Fire Department to request approval for a supplemental purchase order in the amount of Two Thousand Dollars (\$2,000.00); and

WHEREAS, the Fire Department has used Advanced Fire Extinguisher’s services for more than 10 years; and

WHEREAS, the City has experienced a positive business relationship with Advance Fire Extinguisher over the years and desires to continue that business relationship because the company’s service and products are superior and the prices are competitive with the industry’s market; and

WHEREAS, the funds for the purchase order are available in the Fire Department’s 2016-2017 Fiscal Year Budget, Account No. 1001-690-000-4230.

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

Section 1. That the Interim City Manager is hereby authorized to issue a purchase order in the amount of Two Thousand Dollars (\$2,000.00) to Advanced Fire Extinguisher for the purchase and servicing of fire extinguishers at all Compton Fire Stations.

Section 2. That the funds in the amount of Two Thousand Dollars (\$2,000.00) are available in the Fire Department’s Fiscal Year Budget in Account No. 1001-690-000-4230.

Section 3. That a copy of this Resolution shall be filed in the Offices of the City Manager, City Attorney, City Clerk and the Compton Fire Department.

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

ADOPTED this _____ day of _____, 2016.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) 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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Fire Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A SUPPLEMENTAL PURCHASE ORDER WITH ADVANCED FIRE EXTINGUISHER FOR THE PURCHASE AND SERVICING OF FIRE EXTINGUISHERS AT ALL COMPTON FIRE STATIONS (\$2,000)

Bryan Batiste
DEPARTMENT MANAGER’S SIGNATURE

8/17/2016 10:10:44 AM
DATE

REVIEW / APPROVAL

Merle Greene
CITY ATTORNEY

9/1/2016 12:38:45 PM
DATE

Barbara Rumbaoa
CITY CONTROLLER

8/31/2016 12:09:22 PM
DATE

Jerome Groomes
CITY MANAGER

8/31/2016 12:02:12 PM
DATE

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

September 6, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: HONORABLE CITY TREASURER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING AUTHORIZED SIGNATURES ON CERTAIN
ACCOUNTS AND NAMING CERTAIN CITY EMPLOYEES AS
AUTHORIZED SIGNATORIES ON THOSE ACCOUNTS**

SUMMARY

All prior resolutions adopted by the City Council authorizing specified City employees to sign on certain accounts shall be rescinded and the list of authorized City employees established to reflect those employees who shall be designated as authorized signatories.

BACKGROUND

On July 26, 2016, the City Council adopted Resolution No. 24,394, which identified certain City employees as authorized signatories to sign checks and/or warrants on behalf of the City of Compton. As of August 18, 2016 an authorized City employees is no longer employed with the City.

STATEMENT OF ISSUE

Due to recent personnel changes, the current list of designated City employees authorized to be signatories on certain City account (as authorized by Resolution No. 24,394) requires revision; more specifically, to add the new Interim City Controller and delete the former Interim Deputy City Controller.

ALTERNATIVE

No alternative is suggested. The requested action is required for conducting the City's business.

FISCAL IMPACT

None.

#7.

RECOMMENDATION

Staff recommends that the Council adopt the attach Resolution.

**DOUGLAS SANDERS
CITY TREASURER**

APPROVED FOR FORWARDING:

**JEROME G. GROOMES
INTERIM CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AUTHORIZED SIGNATURES ON CERTAIN ACCOUNTS AND NAMING CERTAIN CITY EMPLOYEES AS AUTHORIZED SIGNATORIES ON THOSE ACCOUNTS

WHEREAS, Section 701 of the Compton City Charter the City Treasurer shall be the custodian of all public funds belonging to or under the control of the City, or of any office, department or agency thereof, and to that end shall have power and be required to receive and have custody of all monies receivable by the City from any source and deposit all monies received in such depositories as may be designated by resolution of the City Council and in compliance with all of the provisions of the State Constitution and laws of the State, governing the handling, depositing and securing of public funds; and

WHEREAS, on July 26, 2016, the City Council adopted Resolution No. 24,394, which identified certain City employees as authorized signatories to sign checks and/or warrants on behalf of the City of Compton, however, as the need arises it may become necessary to revise and update this list for various reasons; and

WHEREAS, due to recent personnel changes, the list of designated City employees authorized to be signatories on certain City account requires revision; more specifically, to add the new Interim City Controller and delete the former Interim Deputy City Controller; and

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

Section 1. That all prior resolutions adopted by the Council authorizing specified City employees to sign on certain accounts is hereby rescinded and declared null and void.

Section 2. That the following list of designated City employees is hereby authorized to sign on the accounts listed in Section 5, below:

GROUP I (Department of the Treasurer):

- A. Douglas Sanders, City Treasurer
or
- B. Claudia Mijares, Chief Deputy Treasurer
or
- C. Salvador Galvan, Deputy Treasurer
or
- D. Ralph Salgado, Deputy Treasurer

and

GROUP II (Department of the Controller):

- E. Bob Torrez, City Controller (Interim)
or
- F. Barbara Rumbaoa, Accountant II
or
- G. Jamille Benabe, Accountant I
or
- H. Jocelyn Logan, Accountant I

Each check and/or warrant must have two (2) signatures and must be a combination of one (1) signature of each group.

GROUP I: Authorized signers A, B, C and D
GROUP II: Authorized signers E, F, G, and H

Section 3. That the persons in Section 2 of this Resolution are authorized to sign on the following accounts:

- A. City of Compton - General City
- B. City of Compton - Payroll Account
- C. City of Compton - Careerlink
- D. City of Compton - Community Development Block Grant
- E. City of Compton - Workers Compensation
- F. City of Compton - Liability Account
- G. City of Compton - Emergency Medical Service
- H. City of Compton - Police Drug/Property Forfeiture
- I. City of Compton - COPS Grant Weed and Seed
- J. City of Compton - Prop C
- K. City of Compton - Home Program
- L. City of Compton - Sewer Bond Proceeds
- M. City of Compton - Regional Park
- N. City of Compton - Section 108 HUD Fund
- O. City of Compton - Compton Creek Master Plan
- P. City of Compton - Change Fund
- Q. City of Compton - Parking Violations
- R. City of Compton - Residential Rehabilitation
- S. City of Compton - Utilities Billing
- T. City of Compton - Demonstration Rental
- U. City of Compton - Formal Insurance
- V. City of Compton - Neighborhood Improvement
- W. City of Compton - Measure R Fund
- X. City of Compton - Prop A
- Y. City of Compton - Local Housing Authority ADMIN FEES
- Z. City of Compton - Local Housing Authority PORT-IN
- AA. City of Compton - Housing Authority
- BB. City of Compton - Public Finance Authority
- CC. City of Compton - Family Self Sufficiency
- DD. City of Compton - Air Quality Improvement Trust
- EE. City of Compton - PERS Account
- FF. City of Compton - CSCDA Delinquent Tax
- GG. City of Compton - Low & Moderate Income Housing Asset Fund
- HH. City of Compton - Building & Safety Department Business License

Section 4. That the City Clerk shall certify sufficient copies for the City Treasurer to transmit certified copies to each and every appropriate depository.

Section 5. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Treasurer and the City Clerk.

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

ADOPTED this ____ day of _____, 2016.

RESOLUTION NO. _____
Page 3

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 L. Godwin, City Clerk of the City of Compton hereby certify that the foregoing Resolution was adopted by City Council of the City of Compton, signed by the Mayor and attested by the 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

September 6, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: INTERIM CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR BOB MURRAY AND ASSOCIATES TO CONDUCT THE EXECUTIVE RECRUITMENT FOR CITY MANAGER (\$26,000)

SUMMARY

The attached resolution authorizes the Interim City Manager to execute a professional services agreement with and establish a purchase order in the amount of Twenty Six Thousand Dollars (\$26,000.00) for Bob Murray and Associates to conduct an executive recruitment for the position of City Manager.

BACKGROUND

The City Council shall be entering into employment agreement with Jerome G. Groomes to temporarily serve as Compton's Interim City Manager. Mr. Groomes is a retired annuitant and under the California Public Employees Retirement Law ("PERL"), is limited in the amount of time that he can serve as the Interim City Manager. Therefore, due to time constraints, the City must immediately conduct an executive recruitment for a permanent employee for the position of City Manager.

STATEMENT OF ISSUE

Currently, the City does not have a permanent City Manager. In order to develop a highly qualified candidate pool to fill this critical position, staff recommends the utilization of an experienced and reputable executive recruitment firm.

The Human Resources Department solicited proposals from executive recruiters from Northern and Southern, California to conduct the recruitment for City Manager. Human Resources contacted Alliance Resource Consulting, LLC – Long Beach, CA; Ralph Andersen and Associates – Rocklin, CA; The Hawkins Company – Los Angeles, CA; and Bob Murray & Associates – Roseville, CA. Of the four solicited recruiters, Ralph Andersen & Associates is not receiving additional recruitments at this time.

**Staff Report – Resolution Authorizing Agreement
Bob Murray & Associates for Executive Recruitment
Position of Permanent City Manager
September 6, 2016, page 2**

The three remaining recruiters - Alliance Resource Consulting LLC, The Hawkins Company and Bob Murray and Associates - are interested in conducting the executive recruitment. The proposed costs submitted for conducting the City Manager recruitment are as follows:

<u>City Manager - Recruitment Firm</u>	<u>Maximum Cost</u>
Alliance Resource Consulting, LLC	\$38,000.00
The Hawkins Company	\$37,500.00
Bob Murray and Associates	\$26,000.00

Bob Murray and Associates submitted a comprehensive and most competitive priced proposal to conduct the executive recruitment for City Manager. Attached is a chart indicating the solicited Recruitment Firms, Contact Name, Minimum and Maximum Cost, Services and Related Placements (cities) (see Exhibit "A"). Also attached are the proposals that have been submitted by the recruitment firms.

Although Alliance Resource Consulting, LLC and The Hawkins Company have submitted comparable proposals to conduct the City Manager recruitment, it is recommended that City Council utilizes the services of Bob Murray and Associates. Bob Murray and Associates has a proven track record of excellence and provided a competitive priced proposal that offers cost savings to the City. This recruitment firm has also successfully placed City Managers in the following cities, including, but not limited to: Alhambra, Bell, Chino Hills, Chula Vista, Corona, Hemet, Lancaster, Oceanside and Pasadena.

Additionally, Bob Murray and Associates addressed strategies to attract diversity and if selected to conduct the City Manager recruitment, will develop a candidate profile under the direction of City Council of the ideal candidate to move the City forward in the future.

FINANCIAL IMPACT

Funding for this executive recruitment is available in the Human Resources Department's 2016-2017 Fiscal Year budget in Account No. 1001-56-0000-4262 and should not exceed \$26,000.

Staff Report – Resolution Authorizing Agreement
Bob Murray & Associates for Executive Recruitment
Position of Permanent City Manager
September 6, 2016, page 3

RECOMMENDATION

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

**JEROME G. GROOMES
INTERIM CITY MANAGER**

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A
PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A
PURCHASE ORDER FOR BOB MURRAY AND ASSOCIATES TO
CONDUCT THE EXECUTIVE RECRUITMENT FOR CITY MANAGER
(\$26,000)**

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

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

WHEREAS, the City Council shall be entering into employment agreement with Jerome G. Groomes to temporarily serve as Compton's Interim City Manager, however, Mr. Groomes is a retired annuitant and under California Public Employees Retirement Law, is limited in the amount of time that he can serve as the Interim City Manager, thus, due to time constraints, the City must immediately conduct an executive recruitment for a permanent employee for the position of City Manager; and

WHEREAS, in order to develop a highly qualified candidate pool to fill this critical position, it has been recommended by staff to utilize the services of a reputable executive recruitment firm; and

WHEREAS, the Human Resources Department solicited proposals from executive recruiters from Northern and Southern, California to conduct the recruitment for City Manager, with the following firms presenting proposals for their services: Alliance Resource Consulting LLC – Long Beach, CA; The Hawkins Company – Los Angeles, CA; and Bob Murray & Associates – Roseville, CA; and

WHEREAS, Bob Murray and Associates submitted a comprehensive and competitively priced proposal that offers cost savings to the City to conduct the executive recruitment for City Manager; and

WHEREAS, funds for this expenditure are available in the 2016-2017 Fiscal Year budget.

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

Section 1. That the Interim City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a professional services agreement with Bob Murray and Associates to conduct an executive recruitment for a permanent City Manager for the City of Compton.

Section 2. That funds for this expenditure are available in the Human Resources Department's 2016-2017 Fiscal Year budget in Account No. 1001 560 000 4262.

Section 3. That a purchase order is authorized to be established in the amount of Twenty Six Thousand Dollars (\$26,000.00).

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

Resolution No. _____
Page 2

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

ADOPTED this _____ day of _____, 2016.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested 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

CITY MANAGER
EXECUTIVE RECRUITMENT

Recruitment Firms	Contact Name	Mininum Cost	Maximum Cost	Services	CM Placements
Alliance	Sherrill Uyeda	\$38,000	\$38,000 + \$1,500 for additional on-site meetings	Develop spcifications and Recuitment profile, encourage interested from top-level candidates, preserve confidentiality, candidate analyis and evaluation	Compton, Santa Monica, El Segundo, Monrovia, San Jose and Seal Beach
Please see Alliance proposal.					
Ralph Andersen & Associates	Robert Burg	NOT ACCEPTING ADDITIONAL RECRUITMENTS AT THIS TIME.			
The Hawkins Company	Bill Hawkins	\$30,000 + expenses not to exceed \$7,500	\$37,500	Advertising, brochure development, mailings, report preparation, telephone expenses, traveling, exam development, assessment center, psychological	Inglewood, Carson, Fillmore and Berkeley (Deputy)
Please see Hawkins proposal.					
Bob Murray & Associates	Hellen Amsden	\$18,500 + expenses approximately \$7,500	\$26,000	Development of candidate profile, advertising and recruitment brochure, screening, interview, public record search, recommendation, final interviews, background checks and negotiations	Alhambra, Bell, Chino Hills, Chula Vista, Corona, Hemet, Lancaster, Oceanside and Pasadena
Please see Bob Murray proposal.					

Executive Recruitment Search

CITY MANAGER

City of Compton, CA



CITY MANAGER

City of Compton, CA

August 4, 2016

VIA EMAIL

Ms. Shawna Holmquist
Human Resources Department
City of Compton
205 S Willowbrook Ave
Compton, CA 90220

Dear Ms. Holmquist:

Alliance Resource Consulting is pleased to submit this proposal to assist the City of Compton in its efforts to recruit and screen candidates for the City Manager position. Enclosed is our proposal which outlines how we would partner with your organization to recruit the best individuals. It describes the steps we will take to accomplish the recruitment within your desired timeframe. If you desire some modification of the proposed work program, we would be pleased to discuss that with you.

Alliance Resource Consulting's corporate motto is "The Power of Partnership." We take this seriously and have built our reputation on providing services of the highest quality. Alliance Resource Consulting was formed in 2004 when our executive search consultants acquired the highly regarded executive search practice of one of the largest public sector consulting/government services companies in the United States. With the innovative use of technology and a commitment to forming enduring partnerships with our clients, Alliance Resource Consulting is committed to setting a new standard for the industry.

We do not have any potential conflicts of interest from past recruitments or relationships. We will be happy to answer any additional questions you may have. We look forward with great interest to working with you on this very important assignment.

Sincerely,



Sherrill Uyeda
Founding Partner



Cindy Krebs
Regional Director

SOUTHERN CALIFORNIA OFFICE
400 OCEANGATE, SUITE 480
LONG BEACH, CA 90802
TEL: (562) 901-0769 • FAX: (562) 901-3082

NORTHERN CALIFORNIA OFFICE
228 HAMILTON AVENUE, 3RD FLOOR
PALO ALTO, CALIFORNIA 94301
TEL: (650) 296-1032 • FAX: (650) 521-0024



CITY MANAGER

City of Compton, CA

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CITY MANAGER

City of Compton, CA

1 – OUR UNDERSTANDING

It is our understanding that the City of Compton wishes to engage an executive search firm to assist in its City Manager recruitment.

The City Manager is the chief executive officer of the City and is responsible for the administration of all departments except the City Treasurer, City Clerk and City Attorney. The City Manager serves at the will of the City Council who appoints the person deemed best qualified on the basis of his/her executive and administrative capabilities.

Alliance Resource Consulting prides itself on its commitment to customer service to both the client and the candidates.

2 – FIRM QUALIFICATIONS



2.1 Project Team

In 2004, Alliance Resource Consulting acquired the national executive recruiting practice of MAXIMUS. We are committed to providing our clients with the highest caliber of service in the industry. Our team of dedicated professionals utilizes custom-built state-of-the-art technology in conducting a search.

We are based out of Long Beach, California. We also have offices in Palo Alto, California; Tallahassee, Florida and Seattle, Washington.

Our current staffing is:

Sherrill Uyeda – Founding Partner
Cindy Krebs – Regional Director, Pacific Northwest
David McDonald – Regional Director, East Coast
Syldy Tom – Manager
Richard Kaplan – Research Consultant
Geoff Gambling – Research Consultant
Linda Kann – Special Projects and Graphics Manager

Cindy Krebs and Sherrill Uyeda will work on this recruitment. Biographies can be found in Appendix B and references can be found in Appendix C.

2.2 Our Experience

We believe we are exceptionally well qualified to assist you. We have extensive nationwide experience recruiting chief executives for government agencies and special districts and have helped to place excellent people in both small and large organizations.

Currently, we are recruiting for the City Manager for the City of Hawaiian Gardens, CA.

CITY MANAGER

City of Compton, CA

Our recent City Manager and Assistant City Manager recruitments include:

- Town of Ross, CA – 2015
- City of Santa Monica, CA – 2015
- City of Monrovia, CA – 2014
- City of San Jose, CA – 2014
- City of Port Hueneme, CA – 2013
- City of Compton, CA – 2012
- City of Bellflower, CA – 2011
- City of Tigard, OR – 2011
- City of Norwalk, CA – 2011
- City of Hillsboro, OR – 2011
- City of Seal Beach, CA – 2011
- City of El Segundo, CA – 2011
- City of Moreno Valley, CA – 2011
- City of Sanger, CA – 2010

In the past, consultants representing our firm have completed the following city/county management recruitments:

- City Manager – City of Stockton, CA
- City Manager – City of Santa Monica, CA
- City Manager – City of Pacific Grove, CA
- City Manager – City of Anaheim, CA
- Chief Administrative Officer – Butte County, CA
- City Manager – City of Carlsbad, CA
- Assistant City Manager – City of Concord, CA
- Assistant City Manager – City of Dallas, TX
- City Manager – City of Long Beach, CA
- City Administrator – City of Placentia, CA

Our ability to carry out the work required by your agency is enhanced by our past experience in providing similar services to others, and we expect to continue such work in the future. It should be noted that all of the recruitments listed above were completed on time and within budget.

We will preserve the confidential nature of any information received from you or developed during our work on this recruitment in accordance with our established professional standards.

We assure you that we will devote our best efforts to carrying out the work required. The results obtained, our recommendations and any written material we provide will be our best judgment based on the information available to us.

2.3 Advantages of Our Firm

Relative to your present search requirements, we believe the principal advantages in using Alliance Resource Consulting which differentiate us from other firms are:

- Our track record of success in placing superior senior level executives in particularly sensitive and highly responsible/accountable positions.

- Our specialization in public sector executive search on a nationwide basis.
- Our extensive experience recruiting chief executives for government agencies and special districts.
- Our PROACTIVE recruitment of candidates who may not be seeking new employment and would not normally respond to routine advertising and highly qualified candidates who might be overlooked by traditional recruiting approaches.
- Our ability to develop and meet a recruitment timeline to fit your needs.
- The fact that we assign two professionals to each recruitment to ensure we are always available to quickly respond to your most pressing requirements.
- The quality of our work and the fact that most of our clients have retained our services on more than one engagement.
- Our proven ability to identify and recommend qualified female and minority candidates.
- The transparency of our recruitment process. We will provide you a client login to our recruiting system so you can see how things are progressing at any time. We will also prepare weekly updates for you throughout the peak of the recruiting process.
- Our reputation among clients and candidates for timely communication and documentation (e.g., acknowledgement of receipt of candidate application, client status reports, candidate interviews, client meetings and candidate feedback).
- The thoroughness of our documented reference, internet and background checks. We request very specific references from candidates and supplement our reports with information gathered from available information sources such as LexisNexis and public records. Our ability to enhance the recruitment process through stakeholder outreach, the use of online surveys, and targeted research.
- The fact that all of our graphics work is done in-house, saving our clients time and money.
- Our promise to conduct the recruitment at the cost proposed. We have never charged a client more than our proposed amount.

3 – RECRUITMENT METHODOLOGY & APPROACH

Alliance Resource Consulting believes that we are an extension of your organization. As such, we work within your expectations and guidelines. Our objective is to find the best qualified candidates. While notices in professional journals may be helpful, many of the best candidates must be sought out and their interest encouraged. Our general familiarity with the organization, knowledge of the field and our relationships with professional organizations make us well qualified to assist you.

Our clients have found that we are able to:

- Develop the appropriate specifications for a position.
- Encourage the interest of top-level people who would be reluctant to respond to advertisements.
- Preserve the confidentiality of inquiries, consistent with State public disclosure and open meeting laws.
- Save a considerable amount of time for client staff in developing and responding to candidates.
- Protect the confidentiality of the information discussed with or received from the client.
- Build consensus among those involved in the hiring process.
- Independently and objectively assess the qualifications and suitability of candidates for the particular position for which we are recruiting.
- Adhere to client's budget and schedule expectations.

If you desire to retain us for a full and thorough recruitment process, we will do the following for your recruitment:

3.1 Strategy Development

We will interview members of the Search Committee and other client contacts to obtain a detailed understanding of the position, key goals and challenges, and organizational culture. We will also discuss expectations regarding desirable training, experience and personal characteristics of candidates. In addition, should you request it, we will conduct/facilitate community outreach meetings and focus group discussions.

We also have experience creating and managing community surveys, should the organization want input from its constituents. We will also gather/review relevant information about the organization, such as budgets, organization and/or department goals, organization charts, etc.

Once our findings have been summarized, we will submit a Recruitment Profile with the desired qualifications and characteristics to you for approval. The Recruitment Profile that will be sent to potential candidates will include information about the organization, the job and the criteria established by you.

3.2 Active Recruitment

Once you have approved the Recruitment Profile, we will actively seek out individuals who meet your expectations. To achieve the best response, we will take a three-prong approach to attracting candidates:

1. **Direct Contact** – We will mail invitations and recruitment profiles to targeted individuals in comparable organizations at the appropriate level. These invitations will be followed up with direct phone calls to potential candidates to gauge interest.
2. **Internal “Job Alert”** – Over the past twelve years, we have developed an active database of over 20,000 candidates who are active in various public sector positions. We will send a new “job alert” to all our registered users in the Alliance Resource Consulting candidate application program. Prospective candidates will be contacted via e-mail with a link to the PDF version of the Recruitment Profile.
3. **Advertisements** – We will place job advertisements in the appropriate professional journals and on-line sites.

As a matter of corporate policy, we do not discriminate against any applicant for employment on the basis of race, religion, creed, age, color, marital status, sex, sexual preference, disabilities, medical condition, veteran status or national origin. A substantial percentage of the placements made by our firm have been minority or female candidates.

Frequent communication with our clients is a hallmark of our firm. While consultants will provide regular updates on the progress of your search, you will also be able to access up-to-date ‘real time’ information regarding your search from our secure website.

3.3 Candidate Evaluation

We will review, acknowledge and evaluate all resumes received. Candidate evaluation will begin with an analysis based upon criteria contained in the Recruitment Profile, information contained in the resumes submitted to us, and our knowledge of the people and organizations for which they work.

The next phase in candidate evaluation will focus on gaining additional information from the qualified group of candidates through written supplemental information questionnaires and other resources. Telephone interviews will be conducted with the most promising candidates to gain a better understanding of their backgrounds, qualifications and interest in the position.

3.4 Progress Report Meeting

After the resume deadline, we will submit to you a progress report of the leading candidates. This report will include summary resumes, supplemental information, and the original resumes of those candidates we believe to be best qualified for the position. Supplemental information on a candidate typically includes: the size of the organization for which the person works, reporting relationships, budget responsibility, the number of people supervised, related experience and reasons for interest in the position. Any other specific information will be dictated by the criteria set forth in the Recruitment Profile.

The purpose of our progress report is two-fold. It allows you an opportunity to review the candidates and choose those who you would like to invite to be interviewed for the position. It also allows us to receive feedback on the caliber of the candidates recruited. In addition, at this point we will have conducted preliminary background checks on each of the presented candidates. Of course, we are flexible and may consider other individuals as final candidates who are subsequently identified and were not included in the progress report.

3.5 Preliminary Interviews

We will interview (either in person or via video-conference) those candidates identified by you to be the leading candidates. We will conduct a preliminary interview with questions that focus on the selection criteria. Additionally, we will verify degrees and certifications and continue to gather information about the candidate's professional backgrounds.

3.6 Client Interviews & Interview Books

We will assist you in scheduling final candidates for interview with your organization, and will send the candidates packets of information which we obtain from you should you request it (e.g., information about the organization and the geographic area, budgets, etc.).

We will prepare final interview books for the selection panel. These books will include interviewing/selection tips, suggested interview questions, and rating forms for your use. Candidates will not be ranked, for we believe it will then be a matter of chemistry between you and the candidates.

We will also be on-site for the interview day(s). We will brief the interview panel at the start of the interviews and will facilitate the process throughout the day. After the last candidate interview, we will assist you in "debriefing" the interview panel members.

As part of our process in evaluating candidates, we make telephone reference checks. In conducting these references, it is our practice to speak directly with individuals who are, or have been, in a position to evaluate the candidate's performance on the job. To gain a well-rounded impression of the candidates, we speak with current and prior supervisors, peers and subordinates. These references and our evaluations provide you with a frank, objective appraisal of the candidates. Once we finalize references on the top one or two candidates and conduct credit/criminal/civil litigation/motor vehicle record checks through an outside service, we will provide you with a detailed candidate evaluation report.

3.7 Special Assistance

Our efforts do not conclude with presentation of the final report. We are committed to you until a successful placement is made. Services that are routinely provided include:

- Arranging the schedule of interviews and the associated logistics for final candidates.
- Advising on starting salary, fringe benefits, relocation trends and employment packages.
- Acting as a liaison between client and candidate in discussing offers and counter offers.

- Conducting a final round of reference checking with current employers (if not previously done for reasons of confidentiality).
- Notifying those candidates who were not recommended for interview of the decision. Following up with the client and the selected candidate once he/she has joined the organization to ensure a smooth transition.

4 – OUR CLIENT’S ROLE

The client has a very important role in the recruitment process. While we may identify and recommend qualified candidates, it is the client who must make the decision about which candidate to hire.

In order to insure that the best candidates are available from which to choose, our clients should be willing to do the following:

- Clearly inform us about matters relevant to the search that you wish to keep confidential (e.g., salary, personnel issues, and other privileged information).
- Supply us with the names of people you have previously interviewed/ considered for this position.
- Forward us copies of the resumes you receive, to avoid duplication of effort.
- Provide feedback to Alliance Resource Consulting regarding the information and recommendations provided by us.
- Promptly decide upon and follow up in scheduling interviews with the most promising candidates.
- Assist in providing information to candidates that will enable them to make their career decisions.
- Uphold confidentiality (while respecting relevant state laws about open disclosure) to protect the integrity of the recruitment process, as well as the candidate’s involvement.

By doing the above, we will maximize the likelihood of mutual success.

Finally, please be reminded that the United States Immigration Reform and Control Act of 1986 requires that all employers verify an employee’s eligibility to work in the United States. Since Alliance Resource Consulting cannot serve as your agent in this matter, your hiring process should include this verification procedure.

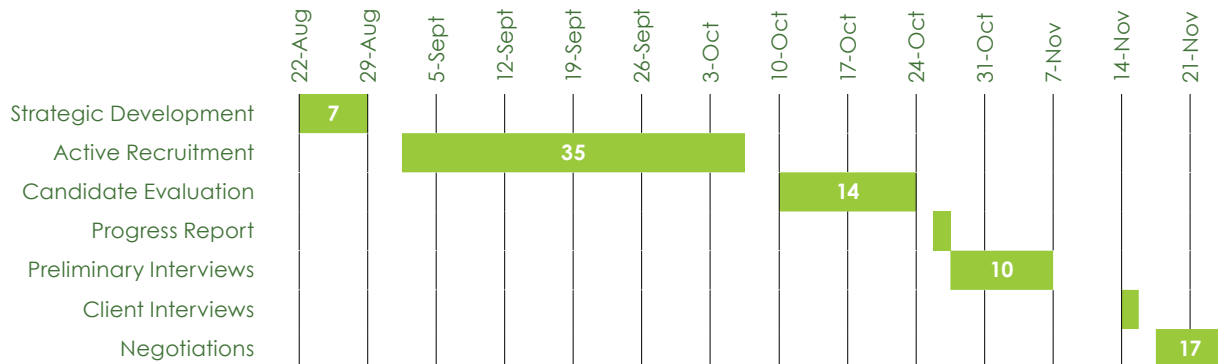
5 – PROJECTED TIMELINE

The following is a typical schedule to conduct a thorough recruitment. However, we would be pleased to modify this to meet your needs:

1st Week	Meet with the appropriate individuals to gather background information.
2nd - 3rd Week	Develop and obtain approval for the Recruitment Profile. Develop a list of potential candidates to target. Prepare and place advertisements, if desired.
4th - 9th Week	Active recruitment—solicit, receive and acknowledge resumes.
10th Week	Evaluate resumes and gather supplemental information. Submit progress report and meet with you to review leading candidates.
11th Week	Verify degrees and certifications and interview the best qualified candidates.
12th - 14th Week	Submit final report and initiate the interview process with you.
Following Interviews	Conduct references, credit/criminal/civil litigation/motor vehicle record checks, and assist with negotiations.

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6 – ALLIANCE ADVANTAGES

6.1 Technology

Alliance Resource Consulting is the only firm to utilize a custom-built “online” client/candidate management system. This custom system allows candidates to input their resumes and cover letters on our website. (For candidates who wish to email or mail us a hard copy of their resume, we will input the information for them.) One of the benefits of our system is that it enables our client contact to check the latest applicant list in real-time.

One of our strengths is our use of social media to best market the recruitment. We have active accounts on LinkedIn, Twitter and Facebook. The use of social media allows us to contact our network and “followers” to alert them to our recruitment announcements, informational updates and reminders. It allows us to stay one step ahead of our competitors.

Alliance Resource Consulting is always searching for new ways technology can help us save our client’s money. One way we do this is by using Skype to interview out of town candidates. Our innovative ways have set us apart from our more traditional competitors.

6.2 Stakeholder Outreach

Our firm has used several methods, including stakeholder meetings, community forums and surveys, for stakeholder outreach in a number of previous recruitments. For example, for the previous City of San José City Manager recruitment, our consultants facilitated 13 community outreach meetings where citizens were invited to attend and express their opinions about what they were looking for in city manager candidates. For the City of Alexandria’s City Manager recruitment, we also met with special interest groups such as business leaders, Chamber of Commerce members and historic preservation groups.

During the recruitment of the City Administrator for the City of Huntington Beach (CA), the consultants met with each councilperson, each department head, conducted an open citizen forum and a forum for a group of stakeholders comprised of two citizens recommended by each councilperson. For the City Manager recruitment conducted for the City of Moreno Valley (CA), the consultants conducted a community panel as well. Our previous experience in stakeholder outreach makes our firm very qualified to conduct the meetings with the Mayor’s Office and City Council Members as well as facilitate multiple stakeholder outreach forums throughout the City that your request for proposal outlined.

Lastly, our firm has significant experience in creating community surveys should you wish to provide this option to your community. We have utilized surveys for many of our recruitments and can prepared them in different languages, if required. The surveys can be accessed on-line, or at our office and our client’s office.

6.3 Diversity Outreach

Striving for diversity in our recruitments is a hallmark of our firm. We use a variety of sources for outreach to various minority communities to ensure the desired diversity of our candidate pool. In addition to our personal contacts in various minority communities, we advertise our positions in publications that target minorities in government and further publicize the position through minority organizations such as Blacks in Government and the International Hispanic Network. To ensure a diverse pool, we also create a recruiting list of qualified candidates from communities that have a comparable level of diversity as our client's community.

We have created lists for comparable diversity during recruitments for the City Manager for the City of Compton (CA), the City of Tigard (OR), the Assistant City Manager/Chief Operating Officer for the City of Ventura (CA), and the Assistant City Manager for the City of Irvine, CA. The final pool for the City of Irvine included three women among the six finalists. We also collect Equal Employment Opportunity (EEO) information on our candidate pool. This information is accessible to our clients in real time on our company website.

6.4 Weekly Client Updates

Our consultants provide our client contacts written recruitment updates on a weekly basis. These updates include work done that was completed during the week and what we expect to work on the following week.

7 – RECRUITMENT COSTS

We propose a fixed fee of \$38,000 for the work outlined above, which includes up to three on-site meetings: one to develop the Recruitment Profile, one to present our Progress Report, and one to attend the first round of candidate interviews. If additional on-site meetings are required, a budget increase of \$1,500 per meeting will be added to the professional fee. Please note that this amount does not include reimbursement of candidates who travel to be interviewed by you. Unless you notify us to the contrary, we will assume that you will handle these reimbursements directly.

Our fee will be split among four equal invoices. All invoices are due and payable upon receipt. We do NOT base our fees on a percentage of the position's salary.

Our billing schedule on a retained fee (and based not on an hourly rate) is as follows:

1st Billing	Due after Start Meeting	First Phase	\$9,500
2nd Billing	Due upon our submittal of a draft recruitment profile	Second Phase	\$9,500
3rd Billing	Due after we meet and submit our Progress Report to you	Third Phase	\$9,500
4th Billing	Due after the client conducts interviews with finalists	Fourth Phase	\$9,500

Please note that this is a standard billing schedule and can be modified as requested.

You may discontinue this assignment at any time by written notification. In the unlikely event that this occurs, you will be billed for all expenses incurred to the date of the cancellation, and for professional fees based upon the time elapsed from the commencement of the assignment to the date of cancellation. If a cancellation occurs within the first 30 days

CITY MANAGER

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of the assignment, following either verbal or written authorization to proceed, one-third of the professional fee will be due. If a cancellation occurs thereafter, the fee beyond the first one-third will be prorated based upon the number of calendar days which have elapsed. If a cancellation occurs after 90 days, all professional fees will be due in full.

Guarantee

We are committed to working with you until a placement is made. However, if the selected candidate (recommended by us for hire, and excluding internal candidates) should be terminated within one year from the date of hire, we will re-do the search for no additional professional fee. Naturally, we would expect to be reimbursed for any expenses that might be incurred.

In the event that the Client hires, within one year of completion of this recruitment project, any candidates identified during the Progress Report as a result of Consultant's recruitment project for any position other than the City Manager, the Client agrees to pay Consultant a fee (based upon 50 percent of the recruitment's professional fee) for each additional candidate hired.

8 – ALLIANCE SUMMARY

Thank you for reviewing our proposal. Should you decide to retain Alliance Resource Consulting for your executive search needs, we will do the following:

- Partner with you and act as an extension of your organization.
- Define a recruitment strategy and timeline, develop a recruitment profile and attract/research prospective candidates.
- Conduct a multi-layered candidate screening analysis on the applicants.
- Communicate frequently and on-time with both the client and candidates.
- Allow client contacts to access the recruitment database in real time from remote sites.

Our firm's motto is "the Power of Partnership" and we are committed to adding value to your organization's goals and mission. We bring an ethical, transparent and well-documented recruitment process to all our clients.

9 – CONTACT INFORMATION

Cindy Krebs

Office: (562) 901-0769 x336
Fax: (562) 901-3082
Cell Phone: (949) 212-2461
E-mail: ckrebs@alliancerc.com
Skype: cindyk_arc

Sherrill Uyeda

Office: (562) 901-0769 x331
Fax: (562) 901-3082
Cell Phone: (310) 592-8847
E-mail: suyeda@alliancerc.com
Skype: sherrill.uyeda.marquardt



CITY MANAGER

City of Compton, CA

**ALLIANCE RESOURCE CONSULTING LLC
HEADQUARTERS**

400 Oceangate, Suite 480
Long Beach, CA 90802

TALLAHASSEE, FLORIDA

SEATTLE, WASHINGTON

www.allianceRC.com

 twitter.com/AllianceRC

 Alliance Resource Consulting LLC

CITY MANAGER

City of Compton, CA

APPENDIX–A

Chief Executive Searches of Alliance Resource Consulting

CALIFORNIA, STATE OF

Anaheim, City of	City Manager
Arcadia, City of	City Manager
Bellflower, City of	City Manager
Butte, County of	County Manager
Carlsbad, City of	City Manager
Compton, City of	City Manager
Dana Point, City of	City Manager
East Palo Alto, City of	City Manager
El Segundo, City of	City Manager
Fresno, City of	City Manager
Hemet, City of	City Manager
Hesperia, City of	City Manager
La Palma, City of	City Manager
Long Beach, City of	City Manager
Los Angeles, County of	Chief Executive Officer
Los Alamitos, City of	City Manager
Monrovia, City of	City Manager
Monterey Park, City of	City Manager
Moreno Valley, City of	City Manager
Morgan Hill, City of	City Manager
Norwalk, City of	City Manager
Pacific Grove, City of	City Manager
Placentia, City of	City Administrator
Port Hueneme, City of	City Manager
Riverside, City of	City Manager
Ross, Town of	Town Manager
San Bernardino, City of	City Manager
San Jose, City of	City Manager
San Jose, City of	Assistant City Manager
Santa Monica, City of	City Manager
Seal Beach, City of	City Manager
Stockton, City of	City Manager
Yorba Linda, City of	City Manager

OREGON, STATE OF

Astoria, City of	City Manager
Eugene, City of	City Manager
Hillsboro, City of	City Manager
Lake Oswego, City of	City Manager



CITY MANAGER

City of Compton, CA

VIRGINIA, STATE OF

Alexandria, City of
Richmond, City of
Virginia Beach, City of

City Manager
City Manager
City Manager

WASHINGTON, STATE OF

Bellevue, City of
Kirkland, City of
Vancouver, City of

City Manager
City Manager
City Manager

APPENDIX–B BIOGRAPHIES

Cindy Krebs – Regional Director

Cindy Krebs joined Alliance Resource Consulting in 2012 after serving more than 25 years as a high level manager and principal consultant for local governments, regional agencies and special districts. The experience she gained while working in the public sector gives Ms. Krebs a unique understanding of the complexities associated with public service careers as well as a strong appreciation for people who choose to dedicate themselves to improving the communities they serve. Ms. Krebs is highly adept at working with executive management teams, Board members, and community/special interest group and has managed several high profile recruitments for Alliance.

Ms. Krebs graduated from Baker University with Bachelor of Art degrees in both Communications and Spanish. She is also a graduate of CORO's Orange County Leadership program. Ms. Krebs is fluent in Spanish and proficient in French and Italian.

Sherrill A. Uyeda – Founding Partner

Sherrill Uyeda has over fifteen years of public sector executive search experience. She began her career in executive search in 1998 with Norman Roberts & Associates, Inc. From 1999 to 2004, Ms. Uyeda was an executive search consultant with MAXIMUS, a leading government consulting firm which assists state, federal and local governments. In 2004, along with Eric J. Middleton, she founded Alliance Resource Consulting LLC.

Since 2007, Ms. Uyeda has been instrumental in expanding the organization's presence to include regional offices in Palo Alto (CA), Tampa (FL) and Seattle (WA). She fosters an environment of frequent communication to both clients and candidates and transparent and ethical recruitments on a timely basis. Her leadership and collaborative skills have led to an impressive hiring and retention rate.

Ms. Uyeda's track record of recruiting high-profile government executives across the nation in various industries include: city and county management, transportation, utilities, human resources, library services, building and planning, economic development and pension and retirement systems. Past clients for nationwide recruitments have included the City/County of San Francisco (CA), the County of Los Angeles (CA), Arlington County (VA), Broward County (FL), the City of Atlanta (GA), the City of Alexandria (VA), the City of Boston (MA), the City of Dallas (TX), and the City of San José (CA). Past retirement systems, she has recruited for are: Contra Costa County Employees Retirement Association, Fresno County Employees Retirement Association, Kern County Employees Retirement Association, Marin County Employees Retirement Association, Santa Barbara County Employees Retirement System, and Sonoma County Employees Retirement Association.

Additional areas of expertise include: facilitating community forums and outreach meetings, conducting multi-lingual citizen surveys and compensation and benefits negotiations.

Ms. Uyeda graduated from the University of Southern California, with both a Bachelor of Arts degree in Communication Arts and Sciences and a Master of Public Administration degree. She is a member of the Society for Human Resources Management.



CITY MANAGER

City of Compton, CA

APPENDIX—C REFERENCES

City of Monrovia, CA

Name: Francis Delach

Title: Former Interim City Manager

Phone #: (626) 932-5501

City of Bellflower, CA

Name: Jeff Stewart

Title: City Manager

Phone #: (562) 804-1424 ext. 2207

City of Buena Park, CA

Name: Eddie Fenton

Title: Director of Human Resources/Risk Management

Phone #: (714) 562-3513

CITY OF COMPTON, CA
Executive Recruitment Proposal
City Manager

August 8, 2016

Submitted by:

THE HAWKINS COMPANY

William D. Hawkins, President

8939 S. Sepulveda Blvd., Suite 110-216, Los Angeles, California 9004
11040 Bollinger Canyon Road, Suite E-216, San Ramon, California 94582
310-348-8800

bill@thehawkinscompany.com

Website: www.thehawkinscompany.com



Executive Search Consultants
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#8.



August 8, 2016

CONFIDENTIAL

Ms. Shawna Holmquist, MPA
Human Resources Department
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Via Email: sholmquist@comptoncity.org

Dear Ms. Holmquist:

As per our telephone conversation August 3, 2016, our firm is extremely pleased to present our proposal to assist the City of Compton conduct your City Manager recruitment.

Our firm is a management consulting firm, established in 1984, to provide client organizations with "best in class" executive search services. During the past thirty (30) years, *The Hawkins Company* team has been instrumental in completing over 700 executive searches and assisting organizations including public agencies recruit strong and effective leaders for senior executive positions.

As you review the attached proposal, you will find that our firm is exceptionally well qualified to assist the City of Compton and we possess extensive experience and institutional insight regarding the City. This knowledge and experience will enhance our ability to market this opportunity effectively on behalf of Compton. One key factor which contributes to our success is our "private sector-direct recruiting" approach in conducting public sector recruitments. We believe that our direct and aggressive approach to pursuing "best in class" candidates with proven leadership skills, while partnering with the City Council to develop the core professional qualifications, will streamline the process and add value to the services we provide.

Our cost for conducting this search will be separate from the fee we've agreed to perform the City Controller and Fire Chief recruitments and we will include a \$5,000 reduction in our professional fee for the City Manager search. This proposal will be valid for a period of 60 days. The executive recruitment will be managed by the Los Angeles staff located at 8939 S. Sepulveda Blvd, # 110-216, Los Angeles, CA 90045.

11040 Bollinger Canyon Road, Suite E-216, San Ramon, CA 94582, 213-308-0945
8939 S. Sepulveda Blvd., Suite 110-216, Los Angeles, CA 90045, 310-348-8800

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Please contact me at 310-348-8800 or by email at bill@thehawkinscompany.com should you have any questions or need additional information.

We look forward to the opportunity to assist the City of Compton with this important executive search assignment. I will personally lead our firm's efforts on your behalf.

Sincerely,

A handwritten signature in cursive script, reading "William D. Hawkins".

William D. Hawkins
President

11040 Bollinger Canyon Road, Suite E-216, San Ramon, CA 94582, 213-308-0945
8939 S. Sepulveda Blvd., Suite 110-216, Los Angeles, CA 90045, 310-348-8800

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EXECUTIVE SUMMARY

During the past thirty (30) years, *The Hawkins Company* has been instrumental in completing over 700 executive searches assisting public and private organizations recruit strong and highly effective leaders in senior executive positions. We have a strong public sector practice where we have worked on behalf of city and county governments, and special districts throughout the United States. The majority of our searches are national in scope which has afforded us an opportunity to develop a large data-base of candidates and sources of candidates throughout the United States. We take great pride in our ability to work effectively on behalf of our clients and our focus is always tailored to the unique staffing objectives and needs of our clients. Our approach is always to build a strong relationship with our client and to provide them with high quality executive search consulting services in a manner that reflects positively on their organization.

We are pleased with our ability to assemble teams of consultants with specific expertise and skills that contribute to the delivery of outstanding recruitment services. **The team's objective is to clearly understand client needs and candidate competencies required to ensure that we identify and recruit "best in class" professionals. As a result, we are often requested to assist clients with their most difficult and challenging recruitments.** We have a solid footprint in recruiting top level change agents and highly skilled transformational leaders to lead urban public agencies, municipalities and special districts. Our work experience (over 700 searches) allows us to maintain strong relationships with top level governmental, non-profit, education and private sector executives in most functional and geographical areas, and we will leverage these relationships to ensure that we identify and recruit "best in class" professionals on behalf of the City of Compton. We are experts in recruiting talented executives and maintain a 90% placement rate.

With respect to city manager searches, we have done several and are comfortable with our ability to recruit strong talent in this area. Also our contacts with the International City Managers Association (ICMA), League of California Cities, National Forum of Black Public Administrators (NFBPA), and Hispanic Network are extensive nationally.

Our ability to think and operate creatively and work collaboratively with our client partners is a hallmark of our expertise and what we do. Finally, our willingness to deploy adequate staff resources will result in a timely, thorough and successful city manager executive recruitment for the City of Compton.

8939 S. Sepulveda Blvd., Suite 110-216, Los Angeles, CA 90045, 310-348-8800, 925-833-8840 (Fax)
11040 Bollinger Canyon Road, Suite E-216, San Ramon, CA 94582, 213-308-0945

Executive Search Consultants
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BACKGROUND & EXPERIENCE

The Hawkins Company, established in 1984, is a management consulting firm specializing in executive search services. Long recognized as a leader in the field of executive recruitment, *The Hawkins Company* and its team have successfully conducted over 700 senior level recruitment assignments for public, private, not-for-profit, and educational organizations with a consistent commitment to achieving the staffing objectives of our clients, quality of service, and “best in class,” candidate recruiting.

The Hawkins Company is exceptionally well qualified to assist with your staffing needs for the following reasons:

- *The Hawkins Company* is one of the premier minority-owned, senior level executive search firms in the United States, and offers an unbiased professional approach in successfully completing executive search assignments.
- *The Hawkins Company* utilizes a tailored six-step process in conducting senior level search assignments for Fortune 500 corporations, small and medium size companies, municipalities, public agencies, educational institutions, nonprofits and start-up organizations.
- *The Hawkins Company* has extensive experience working with elected officials, boards, top administrators, search committees, corporate executives and human resources professionals in designing and implementing effective recruitment strategies.
- *The Hawkins Company* is sensitive to issues of diversity and maintains excellent relationships with various professional organizations and associations. *The Hawkins Company* takes pride in its record of promoting diversity. The firm has been recognized for its success in diversity recruiting.
- *The Hawkins Company* knows the City of Compton and has a long history of partnering with the City that spans over twenty years. We are particularly proud of the fact that we recruited the late Larry Moore to Compton as city manager to replace retiring city manager Howard Caldwell. We also recruited the current Superintendent of the Compton Unified School District. We understand the dynamics of the community and the politics, without being political. Our roots in the area are extensive and our committed to Compton is strong.

8939 S. Sepulveda Blvd., Suite 110-216, Los Angeles, CA 90045, 310-348-8800, 925-833-8840 (Fax)
11040 Bollinger Canyon Road, Suite E-216, San Ramon, CA 94582, 213-308-0945

Executive Search Consultants
Connecting Leaders; Affecting Change

REPRESENTATIVE SEARCH ASSIGNMENTS

The Hawkins Company is very pleased with its track record of successfully assisting public agencies recruit top level senior executives. Below is a partial list of executive and department management levels searches our staff has conducted over the past 5 years:

<u>CLIENT</u>	<u>SEARCH</u>
City of Berkeley, CA	-Manager of Mental Health -Dir. Health, Housing & Community Servs. -Deputy City Manager -Director of Library Services
City of Carson, CA	-City Manager
City of College Park, GA	-Fire Chief
City of Dallas	-Library Director
City of Fillmore, CA	-City Manager
City of Inglewood, CA	-City Manager
City of Los Angeles, CA	-City Librarian
City of Oakland, CA	-Director, Parks & Recreation -Director, Office of Race & Equity
City of Richmond, VA	-Chief Administrative Office (CAO) -Deputy CAO, Economic Development -Deputy CAO, Human Services -Director of Human Resources -Chief Technology Officer -Finance Director
City of San Antonio, TX	-Assistant Director of Library Services
City of San Francisco, CA	-Chief of Branches -Chief of Technical Services -Manager of Community Programs & Partnerships -Deputy City Librarian -Assistant Chief Probation Officer
City of Santa Monica, CA	-Assistant Planning Director -Director of Library Services

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City of Seattle, WA	-City Librarian (2) -Executive Director, Employees Retirement System -Superintendent of Parks and Recreation -Dir. Dept. of Education and Early Learning
City of Vernon, CA	-Human Resources Director -Director of Finance
Cleveland Public Library	-Chief Technology Officer
Compton Unified School District	-Superintendent of Schools
East Bay Municipal Utility District (EBMUD)	-Manager of Human Resources
French Market Corporation	-Executive Director
Los Angeles Department of Water & Power	-Assistant Director of Purchasing
Los Angeles County Transportation Authority	-Executive Dir., Vendor/Contract Mgt. -Chief HRO
Port of Oakland	-Director of Social Responsibility -Director, Human Resources -Director of Communications
Santa Clara Valley Water District	-CFO -Chief Operating Officer -Senior Assistant District Counsel -Deputy Administrative Officer -Deputy Operating Officer -Human Resources Director
Dallas Area Rapid Transit (DART)	-Deputy Executive Director -SVP Chief Financial Officer -VP Planning and Development -VP Chief Information Officer -VP Transit Operations -VP Procurement -VP Marketing -VP Human Resources
San Francisco Bay Area Rapid Transit (BART)	-Deputy General Manager -Manager, Human Resources
San Francisco County Transportation Authority	-Executive Director/CEO

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PUBLIC SECTOR CLIENTS: (PARTIAL LISTING OF PUBLIC SECTOR CLIENTS)

City of Bellevue, Washington	City of Benicia
City of Baltimore	City of Bellevue, WA
City of Carson	City of Citrus Heights
City of Compton	City of Inglewood
City of Kansas City, Missouri	City of Long Beach
City of Los Angeles	City of Lynwood
City of Oakland	City of Oceanside
City of Pasadena	City of Richmond, California
City of Richmond, Virginia	City of Sacramento
City of San Diego	City and County of San Francisco
City of San Jose	City of Seattle
City of Salinas	City of College Park, GA
County of Alameda	County of Contra Costa
County of Los Angeles	County of San Diego
Atlanta-Fulton County	King County, WA
Brooklyn Public Library	Dallas Area Rapid Transit District Authority
East Bay Municipal Utility District	Las Vegas Housing Authority
Las Vegas Valley Water District	Long Beach Water Department
LA County Transportation Commission	Metropolitan Water District of Southern California
Village of Oak Park, IL	City of College Park

DIVERSITY RECRUITING

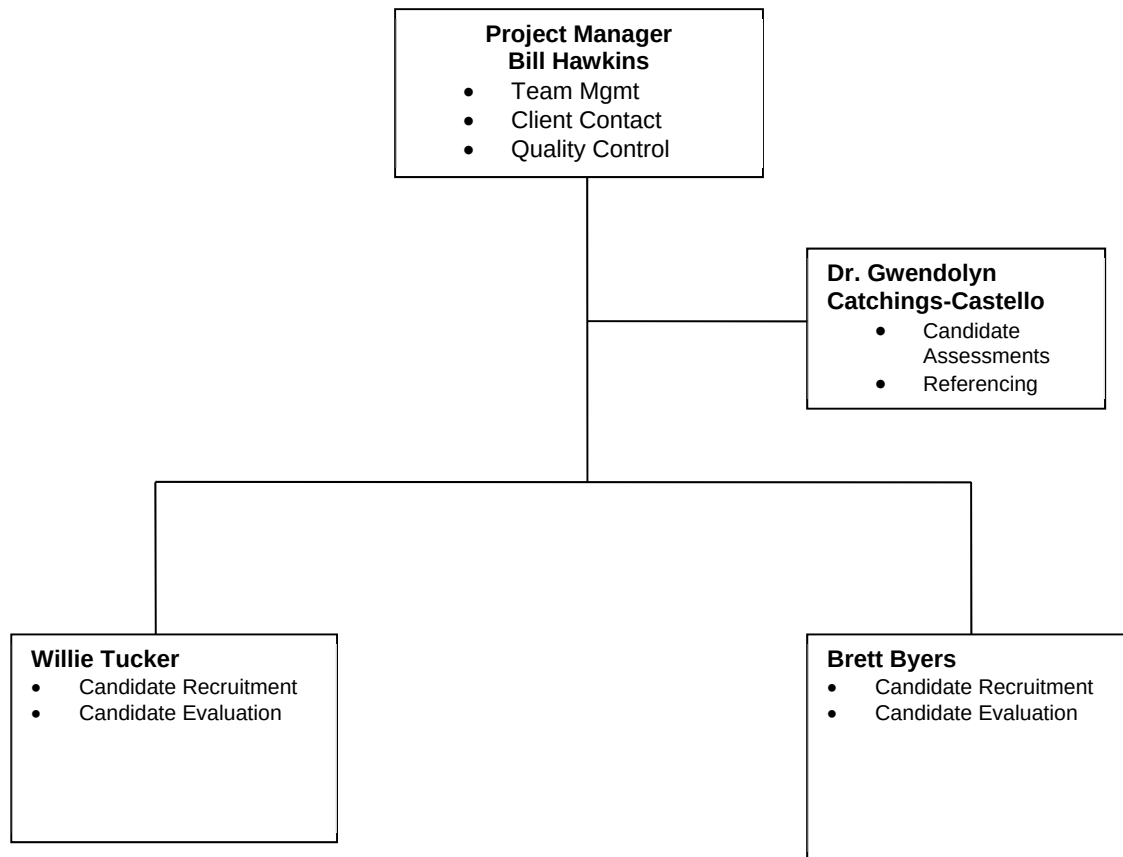
As a minority-owned business, *The Hawkins Company* takes pride in its record of promoting diversity. The firm was listed in *The Wall Street Journal* as one of twenty search firms nationally that focus on cultural diversity recruiting. Members of the firm are often quoted by major publications regarding minority-hiring practices. Over seventy-five percent (75%) of the firm's placements during the past three years have been minorities and women. *The Hawkins Company's* recruitment team and national contacts allow for the successful identification and recruitment of highly qualified minority and female candidates. In addition, seventy-five percent (75%) of the recruitments are nationwide in scope. *The Hawkins Company operates under Equal Opportunity Employment, Americans With Disabilities, and Affirmative Action guidelines in conducting executive search assignments and in contracting.*

PROJECT TEAM AND STAFFING

The Project Team consists of William Hawkins, Brett Byers, Willie Tucker, and Gwendolyn Catchings-Castello. The team has over seventy (75) years of combined experience in researching and conducting national executive searches. They have handled assignments from routine to highly confidential and complex recruitments in both the private and public sectors, with a consistent commitment to service, professionalism and positive results. The members of the team assigned to this recruitment are illustrated in the project organizational chart below.

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William D. Hawkins

Mr. Hawkins is President/CEO and Founder of [The Hawkins Company](#), and has over thirty (30) years of executive search experience. During the course of his search career, Mr. Hawkins has conducted and/or participated in over 1,000 executive searches. In addition to his extensive executive search experience, he is an industry pioneer in diversity recruiting at senior corporate and public sector levels. Since launching [The Hawkins Company](#) in 1984, the firm has conducted over 700 searches for Fortune 500 Companies, government agencies, non-profit organizations, educational institutions and emerging businesses.

Prior to establishing [The Hawkins Company](#), Mr. Hawkins spent eight (8) years as a senior member of the world's largest executive search firm, Korn Ferry International. Nurtured in this multi-specialty, multi-national search firm, Mr. Hawkins developed specialty-recruiting expertise in banking, real estate and entertainment. Mr. Hawkins also served as SVP of the National Economic Management Association, a small business consulting firm concentrating on economic development. His previous experience includes banking and government service.

Mr. Hawkins is a graduate of Howard University and has lectured extensively on recruiting and human resources issues nationally. He is currently listed in Who's Who for his competence and

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ability to conduct recruiting assignments in a variety of industries, and holds membership in numerous community, business and professional organizations.

Brett Byers

Brett Byers serves as a Managing Director and her ten-year tenure in human resources consulting, recruiting, career training and professional development has afforded her the skills, experience and capability to effectively recruit executive leaders and affect significant change within private and public organizations. In addition to her executive search consulting experience, Ms. Byers has served as the Marketing and Communications Director for a trade association, worked in management with a large international staffing firm where she partnered with major private sector clients in the media, entertainment, social media, telecommunications, financial services, and real estate industries and implemented human capital strategies to achieve performance targets and exceed growth expectations within new and existing clients. Ms. Byers began her professional career with the nationally acclaimed INROADS program where she facilitated training and development modules focusing on career development.

She has extensive experience in diversity recruitment and affinity group networking. Ms. Byers works closely with Mr. Hawkins and has staffed many of the firm's most complex and highly challenging assignments. Ms. Byers is a graduate of the University of California, Berkeley, Haas School of Business and is actively involved in alumni related networking at the University.

Willie Tucker

Willie Tucker is the principle of Willie Tucker & Associates and affiliates with [The Hawkins Company](#) on various senior level executive searches. Prior to forming his own consultancy, Mr. Tucker was managing partner at Newman Tucker Group, Inc. where he was responsible for the recruitment of middle to senior level management staff. Mr. Tucker served as a lead recruiter on the City of Inglewood, city manager recruitment in 2013 for [The Hawkins Company](#).

Willie has worked in the recruiting field for fifteen years. Prior to partnering with Chuck Newman (Newman Tucker Group), he was a senior staff consultant with Management Recruiters International where he successfully placed mid to senior level candidates in the information technology, sales and marketing, and general management areas. Additionally, Willie consistently received recognition as a "Top Producer" within the firm.

A former nominee for the office of U.S. Ambassador to Nigeria, Willie is a respected political consultant and fundraiser for national and state candidates. His unique style of professionalism as well as his vast network of political and professional associates is a key contributing factor to his success as an executive search consultant. A native of Southern California, Willie holds an undergraduate degree in Political Science from UCLA as well as a graduate degree in Political Science from the University of Michigan, Ann Arbor.

Gwendolyn Catchings-Castello

Dr. Catchings-Castello serves as Managing Director and has twenty (20) years of executive recruiting experience in the public, private and non-profit sectors. She has developed an expertise in diversity recruiting, and has successfully designed and implemented recruitment strategies for legal, financial, sales/marketing, diversity leaders, and general managerial positions. Dr.

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Catchings-Castello directs *The Hawkins Company's* assessment practice and is responsible for our 360- degree candidate evaluation which includes utilizing the DISC Assessment tool (optional) as part of our overall evaluation process. She gained extensive sales, marketing and management training with several major corporations and has operated her own consulting company.

Dr. Catchings-Castello holds a Bachelor of Arts degree from Xavier University of Louisiana, a Master's in Business Administration from the University of Southern Mississippi, and a Doctorate in Business Administration (Management/Organizational Behavior/Marketing) from Nova Southeastern University (Florida). In addition, she holds a Professional in Human Resources (PHR) certification and is a graduate of Coach University. Dr. Catchings-Castello recently retired as an Assistant Professor of Marketing and Management at Jackson State University, and is a member of numerous professional associations, including the American Marketing Association, Society of Human Resources Management, Society for Advancement of Management, National Black MBA Association (Life Member), National Society of Hispanic MBAs and International Coach Federation. Dr. Catchings-Castello is also an Executive Coach (focusing on personal, professional and organizational development), author, public speaker and workshop presenter.

SCOPE OF SERVICES

Search assignments follows our well-defined six-step process: The process is divided into three phases as illustrated below.

PHASE 1 RECRUITMENT PLAN: *This is the foundation phase and includes a recruitment and position analysis, client meetings and stakeholder engagement; profile development and placing advertisements; and finalizing written recruitment work plan, assigned tasks and search timeline.*

PHASE 2 CANDIDATE DEVELOPMENT: *This is the marketing phase of the search. The information gathered in phase 1 is used to formulate our candidate solicitation strategy. We are pro-active in our recruitment and we aggressively seek out best in class candidates for our clients. Once the candidate pool is established, we conduct preliminary screenings and prepare a comprehensive candidate recruitment report.*

PHASE 3 CANDIDATE PRESENTATION: *Candidate interviews and evaluations; background investigations and verifications; preparation of final candidate reports; coordinating client candidate interviews; and facilitation of the selection process and search closing activities.*

PROJECT MANAGEMENT

The key elements of *The Hawkins Company's* approach to effective project management are developed in the work plan. They include:

- Mutually agreed performance targets based on sound partnering principles.
- Realistic time schedule to complete tasks.

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#8.

- Periodic progress reporting (bi-weekly).
- Immediate client notification of any issues/challenges that are impacting the recruitment.
- Open and honest dialogue between consultant and client at all stages of the search.
- Assigning, managing and coaching staff involved in recruiting activities.
- Internal status discussions regarding the recruitment.
- Documented follow-up between consultant and client at all stages of the recruitment.

All search assignments are tailored to meet the specific client needs and requirements. While, we encourage our clients to follow certain best practices within the recruiting profession, we accept and follow the client organization's practices that are part of their standard operating procedures.

The biggest challenge, we encounter in most recruitments, is establishing the "fit" which is a combination of professional and personal attributes; beliefs and values; and the "win win." The project manager's role is to confirm realistic core competencies for the position to be filled with the client. These competencies need to be ranked and/or prioritized. The competencies become the standard for identifying, recruiting, evaluating, assessing candidates and managing the assignment. Additionally, the core competencies become the primary quality control mechanism and should form the basis for the hiring decision.

The core competencies are used to rate the candidates' material and determine which individuals will receive additional consideration. Using core competencies, both personal and professional, will reduce the tendency to make subjective hiring decisions and therefore enhance the client's ability to make successful hiring decisions. For a good hire to occur, both the needs of the client and the candidate have to be met.

The other area where strong project management can prove beneficial is how you approach the recruitment process. *The Hawkins Company* employs a variety of methods to recruit highly desirable candidates who may not currently be in the job market. They include:

- Personal exploratory meetings with a potential candidate to discuss the specifics of the job and address any obstacles.
- Getting other influential members of the profession to encourage reluctant candidates to consider the opportunity. **Peer to peer recruiting is a powerful tool.**
- Having a client representative contact the potential candidate and encourage them to become a candidate has been very helpful. **People enjoy being sought after.**

Being able to assess a candidate is as important as recruiting top level individuals. We use a three step approach to candidate assessments.

1. Thorough personal interviews to assess skills in relationship to required competencies.
2. Research of literature, public records, news accounts and other sources to ascertain career accomplishments/awards or controversies/problems that could impact the candidate's performance.
3. The 360-degree reference/background investigation includes not only people supplied by the candidate but individuals identified, by the consultant, who are in a position to give candid non-bias impressions. Talking to people who have supervised the candidate,

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worked with them as peers, and who serve as subordinates gives us the 360-degree perspective that is useful in developing a complete candidate assessment.

The final part of our project management approach includes developing a schedule for formal progress meetings, informal status updates, and mutual feedback regarding the recruitment. Our formal meetings are scheduled as follows:

1. Beginning of the recruitment to develop the work plan.
2. Presentation of the initial recruitment report.
3. Report on the final candidates.

We are always available for additional meetings as needed by the client or consultant. During both formal and informal meetings, we address issues and activities that may require changing the scope or adjusting core competencies. Minor changes are immediately incorporated into the work plan, while major shifts/changes will require consultation between the project manager and the client's hiring authority.

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**CITY OF COMPTON
CITY MANAGER**

EXECUTIVE SEARCH TIMELINE

Overview of Proposed Tasks and Timeline

	Proposed Tasks	Proposed Timeline
1.	Initial meetings with the City Council collectively and individually to identify core competencies and recruitment parameters for the position. Identify key information for the profile.	Week 1
2.	Interview other key stakeholders as identified by client.	Week 1-2
3.	Present work plan including detailed time line. Finalize recruitment profile/brochure and place advertisements.	Week 2-3
4.	Candidate research and recruitment by search consultants. (usually 6 weeks)	Week 4-9
5.	Prepare and submit initial recruitment report to client. Meet with client to select top 6-8 candidates for evaluations.	Week 10-11
6.	Candidate (6-8 shortlisted) screening and evaluations by search consultants including preliminary referencing.	Week 11-12
7.	Presentation of report on shortlisted candidates. Council selects candidates for site interviews.	Week 13
8.	Top candidates participate in interview process. Final candidate selected for additional evaluations by the Council.	Week 14-15
9.	The City Council selects and makes job offer to the chosen candidate.	Week 15-16

Adjustments May Be Made To This Timeline As Needed

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PROJECT COST

The professional fee for conducting the **City Manager** recruitment is \$35,000. However, we are prepared to conduct the search for \$30,000, plus expenses. The expenses for a national recruitment include approved consultant travel/lodging, research and brochure development, report preparation, postage/mailings, and advertisements which will not exceed \$7,500. The cost of the fixed price contract is **\$37,500**.

<u>Professional Fee and Estimated Expenses</u>	
<i>Item</i>	<i>Cost:</i>
Professional Fee	\$30,000
<i>Reimbursable Expenses</i>	
Advertisement	\$ 1,750
Brochure development & Research	2,500
Telephone	NC
Report Preparation	750
Consultant Travel	2,500
<i>Expenses (Not to Exceed)</i>	<u>\$ 7,500</u>
<u><i>Total</i></u>	<u>\$37,500</u>

It is our policy and practice to submit monthly invoices for professional fees and expenses. We bill our professional fee in three (3) equal installments. The initial fee of \$10,000 will be rendered upon signing a letter agreement/contract. The second installment of \$10,000 is rendered after the delivery of our recruitment report. The final installment will be billed once the final candidates are interviewed. Consultant fees **are not contingent** upon the City hiring a candidate, and consultants shall continue to recruit and present candidates until a suitable individual is selected and hired by the City. The billings will include reimbursable expenses on the assignment, as incurred. Approved candidate travel will be billed directly to the City.

Should the employee leave voluntarily or be discharged for cause within a one-year period, we will conduct the search again for expenses only. Additionally, should your organization hire additional candidates referred by [The Hawkins Company](#) in conjunction with this assignment, a fee of \$10,000 per candidate will be charged.

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**A PROPOSAL TO CONDUCT AN EXECUTIVE
RECRUITMENT FOR A
City Manager
ON BEHALF OF THE
City of Compton**

1544 Eureka Road, Suite 280
Roseville, CA 95661
(916) 784-9080
(916) 784-1985 fax

August 11, 2016

Mayor Aja Brown and
Members of the City Council
City of Compton
205 S. Willowbrook Avenue
Compton, CA 90220

Via email only to: shomquist@comptoncity.org

Dear Mayor Brown and Council Members:

Thank you for inviting Bob Murray & Associates to submit a proposal to conduct the City Manager recruitment for the City of Compton. The following proposal details our qualifications and describes our process of identifying, recruiting and screening outstanding candidates on your behalf. It also includes a proposed budget, timeline, and sample recruitment brochure.

At Bob Murray & Associates, we pride ourselves on providing quality service to local governments. We have created a recruitment process that combines our ability to help you to determine the direction of the search and the types of candidates you seek with our experience recruiting outstanding candidates who are not necessarily looking for a job. Our proven expertise ensures that the candidates we present for your consideration will match the criteria you have established and will be outstanding in their field.

With respect to the City Manager recruitment, Bob Murray & Associates offers the following expertise:

- We have placed over 200 City Managers since our firm's inception in 2000. We are currently conducting City Manager recruitments on behalf of the cities of Covina, Imperial, and Los Altos, CA; as well as the City Administrator for the City of Commerce, CA. Our most recently completed City Manager and Town Manager searches include those on behalf of Alhambra, Banning, Bell, Dinuba, Gridley, Hesperia, Lemon Grove, Manteca, Martinez, Merced, Novato, Pasadena, Rio Vista, Rosemead, Santee, and Seaside, CA; Chandler, AZ; and Newberg, OR. For a complete list of our previous City Manager and Town Manager recruitments, we invite you to review the enclosed Client List. Our extensive contacts and knowledge of outstanding candidates will ensure you have a quality group of finalists from which to select the City of Compton's next City Manager.
- Bob Murray & Associates is familiar with Los Angeles County and the surrounding region. We are currently conducting the Development Services Director recruitment on behalf of the City of Alhambra; the Assistant Community Services Director and Director of Public Works and Transportation recruitments on behalf of Beverly Hills; the City Administrator on behalf of the City of Commerce; the City Controller recruitment on behalf of the City of Inglewood; and the Risk Manager and the Environmental Services Bureau

Manager recruitments on behalf of Long Beach. We recently completed recruitments on behalf of the Cities of Arcadia, Azusa, Bell, Commerce, El Monte, Inglewood, Los Angeles, Manhattan Beach, Monrovia, Monterey Park, Pico Rivera, Pomona, Rancho Palos Verdes, Redondo Beach, Rosemead, San Fernando, Southgate, Temple City, Vernon, and West Hollywood. We also recently completed the Chief Financial Officer search on behalf of People Assisting the Homeless (PATH) and the Police Chief recruitment on behalf of California State Polytechnic University, Pomona. Our knowledge of the region, its issues, and its outstanding quality of life will be an asset in presenting this opportunity to prospective candidates.

- We understand that the City has a desire for the retained firm to not only recruit local candidates, but also candidates from diverse backgrounds utilizing local, regional, and national resources. Part of our process will include placing the City Manager advertisement in publications that specifically reach out to minority and women candidates, such as the ICMA Job Opportunity Bulletin, the National Forum for Black Public Administrators, the National Association for Hispanic Public Administrators, the Asia-Pacific Journal of Public Administration, and the American Society for Public Administration. We would welcome additional suggestions from the Council for local publications.

A significant portion of our process focuses on conducting thorough and confidential background investigations of the top 2-3 candidates to ensure that nothing about them is left undiscovered. We have candid discussions with references who have insight into the candidate's experience, style and ethics; conduct a search of newspaper articles; and run credit, criminal and civil records reports. This ensures that the chosen candidate will not only be an excellent fit with the City of Compton, but also that the selected candidate will reflect positively upon your organization.

To learn first-hand of the quality of our service and our recruitment successes, we invite you to contact the references listed on page 10 of the attached proposal.

We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080 should you have any questions.

Sincerely,

Valerie Gaeta Phillips

Valerie Gaeta Phillips

President, Bob Murray & Associates

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THE RECRUITMENT PROCESS

Bob Murray & Associates' unique and client oriented approach to executive search will ensure that the City of Compton has quality candidates from which to select the new City Manager. Outlined below are the key steps in our recruitment process.

STEP 1 DEVELOPING THE CANDIDATE PROFILE

Our understanding of the City of Compton's needs will be key to a successful search. We will work with the Mayor and City Council to learn as much as possible about the organization's expectations for a new City Manager. We want to learn the values and culture of the organization, as well as understand the current issues, challenges and opportunities that face the City of Compton. We also want to know the Mayor and City Council's expectations regarding the knowledge, skills and abilities sought in the ideal candidate and will work with the City to identify expectations regarding education and experience. Additionally, we want to discuss expectations regarding compensation and other items necessary to complete the successful appointment of the ideal candidate. The profile we develop together at this stage will drive subsequent recruitment efforts.

STEP 2 ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE

After gaining an understanding of the City of Compton's needs, we will design an effective advertising campaign appropriate for the City Manager recruitment. We will focus on professional journals that are specifically suited to the City Manager search. We will also develop a professional recruitment brochure on the Mayor and City Council's behalf that will discuss the community, organization, position and compensation in detail. Once completed, we will mail the profile to an extensive audience, making them aware of the exciting opportunity with the City of Compton.

STEP 3 RECRUITING CANDIDATES

After cross-referencing the profile of the ideal candidate with our database and contacts in the field, we will conduct an aggressive outreach effort, including making personal calls to prospective applicants, designed to identify and recruit outstanding candidates. We recognize that the best candidate is often not looking for a new job and this is the person we actively seek to convince to become a candidate. Aggressively marketing the City Manager position to prospective candidates will be essential to the success of the search.

STEP 4 SCREENING CANDIDATES

Following the closing date for the recruitment, we will screen the resumes we have received. We will use the criteria established in our initial meetings as a basis upon which to narrow the field of candidates.

STEP 5 PERSONAL INTERVIEWS

We will conduct personal interviews with the top 10 to 12 candidates with the goal of determining which candidates have the greatest potential to succeed in your organization. During the interviews we will explore each candidate's background and experience as it relates to the City Manager position. In addition, we will discuss the candidate's motivation for applying for the position and make an assessment of his/her knowledge, skills and abilities. We will devote specific attention to establishing the likelihood of the candidate's acceptance of the position if an offer of employment is made.

STEP 6 PUBLIC RECORD SEARCH

Following the interviews, we will conduct a review of published articles for each recommended candidate. Various sources will be consulted including Lexis-Nexis™, a newspaper/magazine search engine, Google, and social media. This alerts us to any further detailed inquiries we may need to make at this time.

STEP 7 RECOMMENDATION

Based on the information gathered through meetings with your organization and personal interviews with candidates, we will recommend a limited number of candidates for your further consideration. We will prepare a detailed written report on each candidate that focuses on the results of our interviews and public record searches. We will make specific recommendations, but the final determination of those to be considered will be up to you.

STEP 8 FINAL INTERVIEWS

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will adopt an approach that fits your needs, whether it is a traditional interview, multiple interview panel or assessment center process. We will provide you with suggested interview questions and rating forms and will be present at the interview/assessment center to facilitate the process. Our expertise lies in facilitating the discussion that can bring about a consensus regarding the final candidates.

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience, as the manner in which the entire process is conducted will have an effect on the candidates' perception of your organization.

STEP 9 BACKGROUND CHECKS/DETAILED REFERENCE CHECKS

Based on final interviews we will conduct credit, criminal, civil litigation and motor vehicle record checks for the top one to three candidates. In addition, those candidates will be the subjects of detailed, confidential reference checks. In order to gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. We will ask candidates to forward the names of their supervisors, subordinates and peers for the past several years. Additionally, we make a point of speaking confidentially to individuals who we know have insight into a candidate's abilities, but who may not be on their preferred list of contacts. At this stage in the recruitment we will also verify candidates' degrees.

STEP 10 NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. We know what other organizations have done to put deals together with great candidates and will be available to advise you regarding current approaches to difficult issues such as housing and relocation. We will represent your interests and advise you regarding salary, benefits and employment agreements with the goal of putting together a deal that results in the appointment of your chosen candidate. Most often we can turn a very difficult aspect of the recruitment into one that is viewed positively by both you and the candidate.

STEP 11 COMPLETE ADMINISTRATIVE ASSISTANCE

Throughout the recruitment we will provide the Mayor and City Council with updates on the status of the search. We will also take care of all administrative details on your behalf. Candidates will receive personal letters advising them of their status at each critical point in the recruitment. In addition, we will respond to inquiries about the status of their candidacy within twenty-four hours. Every administrative detail will receive our attention. Often, candidates judge our clients based on how well these details are handled.

BUDGET AND TIMING

PROFESSIONAL FEE AND EXPENSES

The consulting fee for conducting the City Manager recruitment on behalf of the City of Compton is \$18,500 plus expenses. Services provided for in the fee consist of all steps outlined in this proposal including three (3) days of meetings on site. The City of Compton will be responsible for reimbursing expenses Bob Murray & Associates incurs on your behalf. We estimate expenses for this project not to exceed \$7,500. Reimbursable expenses include such items as the cost of recruiter travel; clerical support; brochure development; express mail delivery; placement of ads; credit, criminal and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and included in the expense estimate.

TIMING

We are prepared to start work on this assignment immediately and anticipate that we will be prepared to make our recommendation regarding finalists within seventy-five to ninety days from the start of the search.

Task:

Week:

Contract Start Date:	TBD
Initial Meeting(s):	1 week from contract start date
Our firm develops recruitment brochure:	2 weeks from contract start date
City approves brochure:	4 weeks from contract start date
Job advertising and candidate sourcing:	8 weeks from contract start date
Our firm reviews application packets:	9 weeks from contract start date
Our firm conducts screening process:	10 weeks from contract start date
City approves candidates:	12 weeks from contract start date
City's interview panel convenes:	13 weeks from contract start date
Reference/Background Checks:	14 weeks from contract start date
Second Interviews by City, if necessary:	15 weeks from contract start date
Offer of Employment:	16 weeks from contract start date

PROFESSIONAL QUALIFICATIONS

BOB MURRAY, FOUNDER

Mr. Murray brings over 30 years' experience as a recruiter. Mr. Murray is recognized as one of the nation's leading recruiters. He has conducted hundreds of searches for cities, counties, and special districts. He has been called on to conduct searches for some of the largest most complex organizations in the country and some of the smallest. Mr. Murray has conducted searches for chief executives, department heads, professional and technical positions. Mr. Murray has taken the lead on the firm's most difficult assignments with great success. His clients have retained him again and again given the quality of his work and success in finding candidates for difficult to fill positions.

Prior to creating Bob Murray & Associates, Mr. Murray directed the search practice for the largest search company serving local government in the country. Mr. Murray has worked in local government and benefits from the knowledge of having led an organization. Prior to his career in executive search he served as the City Manager for the City of Olympia, Washington. He has also served as an Assistant City Manager and held various positions in law enforcement.

Mr. Murray received his Bachelor of Science Degree in Criminology from the University of California at Berkeley with graduate studies in Public Administration at California State University at Hayward.

VALERIE GAETA PHILLIPS, PRESIDENT

Ms. Gaeta Phillips has over 18 years of recruiting experience, including more than a decade of recent experience in executive search for public, private, and startup companies nationwide. Ms. Gaeta Phillips has expertise in the full recruiting cycle, from process design and outreach through candidate assessment and selection. She has placed senior-level candidates in various aspects of the public sector, as well as with special districts and nonprofits.

Ms. Gaeta Phillips is valued for her passion for finding and retaining the most outstanding candidates for even the most difficult or untraditional assignments and for her commitment to her clients' success. Ms. Gaeta Phillips has a passion for helping people, evidenced by her fundraising and efforts to raise awareness for organizations such as Autism Speaks and the M.I.N.D. Institute.

GARY PHILLIPS, EXECUTIVE VICE PRESIDENT

Mr. Phillips started his career with a New York based Fortune 100 company and quickly became a Senior Manager building and running a large customer service organization in New York and eventually in thirteen countries in Europe. He also served as a Director with a large Fortune 500 company and was responsible for developing and maintaining new and existing clients in Europe, Asia, and Australia. He then became Senior Vice President with a public enterprise software company. Some of his successes include building an organization from 2 to 250 people worldwide; acquiring 5 companies in two years; and growing a company from 800 to 1200 employees.

Mr. Phillips was part of an executive acquisition and recruiting team where he helped build a start-up enterprise software company in San Francisco. He recruited top notch talent, and built a world class organization. The company was eventually sold to a Fortune 500 software company.

Mr. Phillips has maintained customer relationships in the public sector, private sector, as well as medical, and financial institutions. He prides himself on finding key talent and offering the best customer service to his clients.

Mr. Phillips is involved in his community as a soccer coach and as an organizer of fundraisers for Autism Speaks in Sacramento. Mr. Phillips received his Associate of Science degree, as well as completed coursework at Rochester Institute of Technology, NY.

REGAN WILLIAMS, SENIOR VICE PRESIDENT

Mr. Williams brings 30 years of local government experience to Bob Murray & Associates and has over 15 years of experience in executive recruitments with our firm. Prior to joining Bob Murray & Associates, Mr. Williams served as Director of Public Safety with the City of Sunnyvale, CA. Mr. Williams was involved in the development of some of Sunnyvale's most innovative public safety programs and has a national reputation for excellence in law enforcement, as well as in law enforcement executive recruiting. He has been responsible for over 300 recruitments throughout his career; clients find his insight and expertise in recruitment and selection a valuable asset.

Mr. Williams received his Bachelor of Science Degree in Administration of Justice from San Jose State University. He is also a graduate of the FBI National Academy.

JOEL BRYDEN, VICE PRESIDENT

Mr. Bryden has over 30 years of local government experience that he brings to the firm, having retired as Chief of Police in Walnut Creek, CA prior to joining our firm. Throughout his career, Mr. Bryden has been involved in public sector consulting. He has vast experience in hiring and promotional processes, as well as interviewing candidates for advancement in all aspects of local government. Mr. Bryden has a solid reputation as a leader in the public sector. His ability to find and evaluate outstanding applicants for our clients is invaluable in the search process.

Mr. Bryden is a graduate of the FBI National Academy and obtained his Bachelor of Arts Degree in Communication from San Diego State University.

FRED FREEMAN, VICE PRESIDENT

Mr. Freeman brings over 24 years of local government experience to Bob Murray & Associates, with 11 years in the recruitment field. Mr. Freeman is a retired Chief of Police and has served as an elected official in local government. He has vetted hundreds of local governmental officials in the pre-employment process and conducted recruitments for positions in all sectors of public agency employment.

In addition to his career in the law enforcement field, Mr. Freeman served as the Mayor and the Mayor Pro-Tem for the Los Alamitos City Council. Mr. Freeman has been a member of the Public Safety Policy Committee - California League of Cities; the Orange County Fire Authority Board of Directors; and the Orange Line Development Authority as the Vice-Chair. His unique perspective and experience, as both a member of executive city staff and as an elected official, provides exceptional results for our clients.

Mr. Freeman is a graduate of the FBI National Academy and received his Teaching Credential from the University of California Los Angeles.

AMBER SMITH, PRINCIPAL CONSULTANT

As Principal Consultant with Bob Murray & Associates, Ms. Smith acts as a liaison between clients and candidates from beginning to end of each recruitment process. She is responsible for the development and distribution of position recruitment and advertising materials, client research, reference and background checks, responding to requests for proposals, and providing a broad range of support services for the recruiting team.

Ms. Smith brings over 5 years of client-oriented customer service, administrative, and management experience to Bob Murray & Associates. She is committed to working as a partner with clients and candidates in order to provide a quality service and experience.

Ms. Smith received her Bachelor of Arts degree in Business Administration from La Sierra University, Riverside, California.

HELLEN AMSDEN, SENIOR CONSULTANT

Ms. Amsden acts as a liaison among clients, recruiters, and candidates throughout each recruitment process. Her responsibilities include development and distribution of position recruitment and advertising materials, client and candidate research, reference and background checks, responding to requests for proposals, and providing a broad range of support services for the recruiting team.

Ms. Amsden joined our firm in 2016 with nearly a decade of customer service, administrative, and leadership experience. She is committed to providing the highest level of quality support and to working as a partner with clients and candidates throughout the search process.

Ms. Amsden graduated summa cum laude with a Bachelor of Arts degree in Leadership and Organizational Studies from Saint Mary's College of California.

REFERENCES

Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted searches are listed below.

<i>CLIENT:</i>	City of Alhambra, CA
<i>POSITION:</i>	City Manager
<i>REFERENCE:</i>	Ms. Barbara Messina, Mayor (626) 570-5010 Dr. Steven Placido, Vice-Mayor (626) 570-5010
<i>CLIENT:</i>	City of Arvin, CA
<i>POSITION:</i>	City Manager
<i>REFERENCE:</i>	Ms. Cecilia Vela, Acting City Manager/City Clerk, (661) 854-3134
<i>CLIENT:</i>	City of Banning, CA
<i>POSITION:</i>	City Manager
<i>REFERENCE:</i>	Ms. Debbie Franklin, Councilmember (former Mayor), (951) 922-3146
<i>CLIENT:</i>	City of Chino Hills, CA
<i>POSITION:</i>	City Manager
<i>REFERENCE:</i>	Mr. Peter Rogers, former Mayor and current Council Member, (909) 364-2620

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
THE HAWKINS COMPANY**

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 **THE HAWKINS COMPANY** (hereinafter referred to as "**CONSULTANT**"), located at 8939 South Sepulveda Boulevard, Suites 110-216, Los Angeles, California 90045.

RECITALS:

WHEREAS, the City is in need of employing a permanent City Controller and Fire Chief and in order to develop highly qualified candidate pools to fill these critical positions, it has been determined that it is in the best interest of the City to utilize the services of an experienced and reputable executive recruitment firm; and

WHEREAS, The Hawkins Company has a proven track record of excellence and has conducted numerous related recruitments and placements for numerous Southern California cities and agencies; and

WHEREAS, Consultant (The Hawkins Company) represents that it 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 ____ of _____ 2016, the City Council authorized the Interim City Manager to accept the proposal of the Consultant and enter into a contract to provide the necessary services; and

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

NOW, THEREFORE, Consultant and City (sometimes individually referred to as a "Party" and collectively as "Parties"), for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing professional executive recruitment services for the City positions of City Controller and Fire Chief. Consultant shall identify, recruit and screen outstanding potential candidates on behalf of the City. Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

Phase 1. Recruitment Plan – recruitment and position analysis, client meetings and stakeholder engagement;

Step 2. Design Advertising Campaign and Recruitment

- Step 3.** Recruitment of Candidates
- Step 4.** Screening of Candidates
- Step 5.** Conduct Person Interviews
- Step 6.** Conduct Public Records Search
- Step 7.** Recommend Limited Number of Candidates
- Step 8.** Final Interviews
- Step 9.** Conduct Background Checks/Detailed Reference Checks
- Step 10.** Negotiations
- Step 11.** Complete Administrative Assistance

As more fully described in the Consultant's **"Proposal to Conduct an Executive Recruitment for a City Manager on Behalf of the City of Compton"** dated August 11, 2016, which is incorporated herein by this reference.

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

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

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

Valerie Gaeta Phillips, President of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

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2. Duration of Contract. Consultant 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 until the services to be rendered are complete, unless terminated earlier. Based on the “TimeLine” presented within Consultants “**Proposal**”, Consultant anticipates that it may be able to complete its services within seventy-five (75) to ninety (90) working days after commencement of the services by Consultant.

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

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

3. Compensation. The method of payment for this Contract will be on an agreed lump sum basis recruitment fee of **Eighteen Thousand Five Hundred Dollars (\$18,500.00)** plus reimbursement of Consultant’s expenses, which shall not exceed **Seven Thousand Five Hundred Dollars (\$7,500.00)**, as specified within Consultant’s “**Proposal**.” Reimbursable expenses include such items as the cost of recruiter travel; clerical support; brochure development; express mail delivery; placement of ads; credit, criminal and civil backgrounds checks; education verification; and, public records searches. No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City.

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

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

As full and complete compensation for performance of all the services performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **Twenty Six Thousand Dollars (\$26,000.00)**

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

4. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement.

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

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

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

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for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

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

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

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

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

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

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

10. Indemnification. Consultant shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including

property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of reasonable defense costs and legal

fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the Consultant, its officers, employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

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

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

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

11.1 Commercial General Liability Insurance. \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury 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

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insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

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

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as “**additional insureds**” with respect to liability arising out of the activities of the Consultant. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant 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. Consultant, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the Consultant. Upon execution of this Agreement, the Consultant shall show evidence of a business license permit in conformance with *Section 9-1.2 of the Compton Municipal Code*.

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

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

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

16. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and two (2) days to correct the same, then, in

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

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

Either Party, upon tendering at least five (5) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

17. Force Majeure. In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Consultant), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Agreement upon any event that renders performance impossible. In such case, City shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

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

19. 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.

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

21. 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.

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

23. 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.

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

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

26. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City

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Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

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

To Consultant:

**Bob Murray and Associates
1544 Eureka Road, Suite 280
Roseville, California 95661
Attn: Valerie Gaeta Phillips, President
(916) 784-9080
(916) 784-1985 – fax.**

To City:

**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Interim City Manager
(310) 605-5585
(310) – fax.**

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

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

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

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

**BOB MURRAY AND ASSOCIATES
CONSULTANT**

Dated: _____

By _____
Valerie Gaeta Phillips, President

Professional Services Agreement – Bob Murray and Associates
Executive Recruitment – City Manager
Resolution No. _____

CITY OF COMPTON

Approved by:

Dated: _____

By _____
Jerome G. Groomes, Interim 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: Human Resources

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR BOB MURRAY AND ASSOCIATES TO CONDUCT THE EXECUTIVE RECRUITMENT FOR CITY MANAGER (\$26,000)

Shawna Holmquist
DEPARTMENT MANAGER’S SIGNATURE

8/22/2016 9:22:18 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

8/31/2016 3:12:45 PM
DATE

Barbara Rumbaoa
CITY CONTROLLER

8/31/2016 12:11:03 PM
DATE

Jerome Groomes
CITY MANAGER

8/31/2016 12:01:36 PM
DATE

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

September 6, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: INTERIM CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR THE HAWKINS COMPANY TO CONDUCT THE EXECUTIVE RECRUITMENT FOR CITY CONTROLLER AND FIRE CHIEF (\$55,000)

SUMMARY

The attached resolution authorizes the Interim City Manager to execute a professional services agreement with and establish a purchase order in the amount of Fifty Five Thousand Dollars (\$55,000.00) for The Hawkins Company to conduct an executive recruitment for the positions of City Controller and Fire Chief.

BACKGROUND

For many months the City has not had a permanent City Controller or Fire Chief, thus, there is a need to conduct an executive recruitment for both positions. The City Controller classification is unique in that, although it is included in the Classified Service, this position is appointed by City Council pursuant to Section 703 of the City Charter, while the Fire Chief position is appointed by and reports to the City Manager.

STATEMENT OF ISSUE

In order to develop highly qualified candidate pools to fill these positions, staff recommends that the City utilize an experienced and reputable executive recruiter firm(s).

Fire Chief

The Human Resources Department solicited proposals from executive recruiters from Northern and Southern, California to conduct the recruitment for the Fire Chief position. Human Resources contacted Alliance Resource Consulting, LLC – Long Beach, CA; The Hawkins Company – Los Angeles, CA; and Bob Murray and Associates – Roseville, CA.

The proposed costs submitted for conducting the Fire Chief recruitment are as follows:

#9.

Staff Report – Resolution Authorizing Agreement
The Hawkins Company for Executive Recruitment
Positions of Permanent City Controller and Fire Chief
September 6, 2016, page 2

Fire Chief - Recruitment Firm

Maximum Cost

Alliance Resource Consulting LLC	\$30,000.00
The Hawkins Company	\$30,000.00
Bob Murray and Associates	\$25,000.00

City Controller

The Hawkins Company successfully completed the City's 2007 recruitment for City Controller, resulting in the City Council's desire to utilize their services for the current recruitment of a permanent City Controller. The proposed costs submitted for conducting the City Controller recruitment is as follows:

City Controller – Recruitment Firm

Maximum Cost

The Hawkins Company	\$35,000.00

The Hawkins Company provided an additional proposal that includes conducting the recruitments for both the City Controller position and the Fire Chief position. This option provides additional cost savings to the City. The maximum cost for conducting both City Controller and Fire Chief recruitments is as follows:

City Controller and Fire Chief - Recruitment Firm

Maximum Cost

The Hawkins Company	\$55,000.00

Attached is a chart indicating the solicited Recruitment Firms, Contact Name, Minimum Cost, Maximum Cost, Services and Related Placements (agencies) (see Exhibits "A", "B" and "C"). Also attached are the proposals that have been submitted by the recruitment firms.

Although Alliance Resource Consulting LLC and Bob Murray and Associates have submitted proposals to conduct the recruitment for City Controller and Fire Chief, staff recommends contracting with The Hawkins Company. The proposal submitted by The Hawkins Company – a local company which has successfully conducted numerous related recruitments and placements for the agencies of Compton, Carson, Port of Los Angeles, Lynwood, Long Beach and Santa Monica – submitted a proposal to recruit for both positions that is comprehensive and competitively priced.

FINANCIAL IMPACT

Funding for this executive recruitment is available in the Human Resources Department's 2016-2017 Fiscal Year budget in Account No. 1001-56-0000-4262 and should not exceed \$55,000.

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The Hawkins Company for Executive Recruitment
Positions of Permanent City Controller and Fire Chief
September 6, 2016, page 2

RECOMMENDATION

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

JEROME G. GROOMES
INTERIM CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A
PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A
PURCHASE ORDER FOR THE HAWKINS COMPANY TO CONDUCT THE
EXECUTIVE RECRUITMENT FOR CITY CONTROLLER AND FIRE CHIEF
(\$55,000)

WHEREAS, for many months the City has not had a permanent City Controller or Fire Chief, thus, there is a need to conduct an executive recruitment for both positions; and

WHEREAS, the City Controller classification is unique in that, although it is included in the Classified Service, this position is appointed by City Council pursuant to Section 703 of the City Charter, while the Fire Chief position is appointed by and reports to the City Manager; and

WHEREAS, in order to develop highly qualified candidate pools to fill these positions, staff recommends that the City utilize an experienced and reputable executive recruiter firm(s); and

WHEREAS, the Human Resources Department solicited proposals from executive recruiters from Northern and Southern, California to conduct the recruitment for the Fire Chief position. Human Resources contacted Alliance Resource Consulting, LLC – Long Beach, CA; The Hawkins Company – Los Angeles, CA; and Bob Murray & Associates – Roseville, CA; and

WHEREAS, the proposed costs submitted for conducting the Fire Chief recruitment are as follows:

<u>Fire Chief - Recruitment Firm</u>	<u>Maximum Cost</u>
Alliance Resource Consulting LLC	\$30,000.00
The Hawkins Company	\$30,000.00
Bob Murray and Associates	\$25,000.00

WHEREAS, the Hawkins Company successfully completed the City’s 2007 recruitment for City Controller, resulting in the City Council’s desire to utilize their services for the current recruitment of a permanent City Controller. The proposed costs submitted for conducting the City Controller recruitment is as follows:

<u>City Controller – Recruitment Firm</u>	<u>Maximum Cost</u>
The Hawkins Company	\$35,000.00

WHEREAS, the Hawkins Company provided an additional proposal that includes both City Controller and Fire Chief recruitments, expressing an interest in conducting both recruitments, was able to offer additional cost savings to the City with this option; and

WHEREAS, the maximum cost for conducting both City Controller and Fire Chief recruitments are as follows:

<u>City Controller and Fire Chief - Recruitment Firm</u>	<u>Maximum Cost</u>
The Hawkins Company	\$55,000.00

WHEREAS, staff recommends that the City Council utilizes the services of The Hawkins Company for both recruitments because it is a local company who has successfully conducted related recruitments and placements in numerous Southern California cities and agencies; and

WHEREAS, funds for this expenditure are available in the 2016-2017 Fiscal Year budget.

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

Section 1. That the Interim City Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a professional services agreement with The Hawkins Company to conduct executive recruitments for the positions of City Controller and Fire Chief.

Section 2. That funds for this expenditure are available in the Human Resources Department’s 2016-2017 Fiscal Year budget in Account No. 1001 560 000 4262.

Section 3. That a purchase order is authorized to be established in the amount of Fifty Five Thousand Dollars (\$55,000.00).

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Attorney and the 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
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
THE HAWKINS COMPANY**

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 **THE HAWKINS COMPANY** (hereinafter referred to as “**CONSULTANT**”), located at 8939 South Sepulveda Boulevard, Suites 110-216, Los Angeles, California 90045.

RECITALS:

WHEREAS, the City is in need of employing a permanent City Controller and Fire Chief and in order to develop highly qualified candidate pools to fill these critical positions, it has been determined that it is in the best interest of the City to utilize the services of an experienced and reputable executive recruitment firm; and

WHEREAS, The Hawkins Company has a proven track record of excellence and has conducted numerous related recruitments and placements for numerous Southern California cities and agencies; and

WHEREAS, Consultant (The Hawkins Company) represents that it 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 ____ of _____ 2016, the City Council authorized the Interim City Manager to accept the proposal of the Consultant and enter into a contract to provide the necessary services; and

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

NOW, THEREFORE, Consultant and City (sometimes individually referred to as a “Party” and collectively as “Parties”), for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing professional executive recruitment services for the City positions of City Controller and Fire Chief. Consultant shall identify, recruit and screen outstanding potential candidates on behalf of the City. Services to be rendered shall include, but not be limited to the below-indicated tasks and deliverables:

Phase 1. Recruitment Plan – recruitment and position analysis, client meetings and stakeholder engagement; profile development and placing advertisements; and finalizing task and search timeline.

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Resolution No. _____

Phase 2. Candidate Development – formulate candidate solicitation strategy and accumulate pool of candidates; conduct preliminary screenings and prepare comprehensive candidate recruitment report.

Phase 3. Candidate Presentation – candidate interviews and evaluations; background investigations and verifications; preparation of final candidate reports; coordinate client candidate interviews; and facilitation of selection process and closing activities.

As more fully described in the Consultant's "**Recruitment Services Proposal – City Controller/Fire Chief**" dated July 26, 2016, which is incorporated herein by this reference.

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

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

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

William D. Hawkins, President of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Duration of Contract. Consultant agrees to commence the services provided for herein upon written Notification to Proceed from the City and to continue in a diligent and professional manner until the services to be rendered are complete, unless terminated earlier. Based on the "TimeLine" presented within Consultants "**Proposal**", Consultant anticipates that it may be able to complete its services within sixteen (16) work weeks after commencement of the services by Consultant.

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

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

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

3. Compensation. The method of payment for this Contract will be on an agreed professional services lump sum basis recruitment fee of **Fifty Five Thousand Dollars (\$55,000.00)**, including expenses as specified within Consultant's "**Proposal.**" No additional compensation will be paid to the Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the Consultant and the City. Adjustment in the total compensation will not be effective until authorized and approved in writing by the City.

If Consultant fails to submit the required deliverable items according to schedule or as required by the Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

Consultant shall invoice the City in three (3) equal installment, as follows: (a) initial fee of \$18,333.00 shall become due and payable upon execution of this Agreement by the Parties; (b) second installment of \$18,333.00 shall become due and payable after delivery of Consultant's reports; and, the final installment of \$18,333.00 shall become due and payable once the final candidates have been interviewed by the City. Consultant shall submit itemized invoices for services thus far completed with each installment request. Invoices shall be delivered or mailed to the **Interim City Manager** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

Consultant's fees are not contingent on the City hiring a City Controller and Fire Chief, however, unless otherwise agreed by the Parties, Consultant shall continue to recruit and present candidates until suitable individuals are selected and hired by the City. Consultant agrees that should a candidate recruited by it and hired by the City leave the City's employ voluntarily or is discharged for cause within a one-year period, Consultant, at the request of the City, shall conduct another recruitment for Consultant's expenses only as full compensation.

As full and complete compensation for performance of all the services to be performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **Fifty Five Thousand Dollars (\$55,000.00)**

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

4. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the “Work Product”) is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement.

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

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

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

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

The expertise and experience of Consultant are material considerations for this Agreement. Consultant shall not assign or transfer any interest in this Agreement or the

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performance of any of Consultant's obligations under this Agreement without the prior written consent of the City. Any attempted assignment or transfer of any of Consultant's rights, duties or obligations arising under this Agreement shall be null and void.

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

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

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

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

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

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

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

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

11.1 Commercial General Liability Insurance. \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury 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 Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

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

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as **"additional insureds"** with respect to liability arising out of the activities of the Consultant. Any

Professional Services Agreement – The Hawkins Company
Executive Recruitment – City Controller & Fire Chief
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failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant 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. Consultant, at its own expense, during the term of this Agreement, shall obtain and maintain all appropriate business and professional permits, licenses and certificates that may be required in connection with the performance of services by the Consultant. Upon execution of this Agreement, the Consultant shall show evidence of a business license permit in conformance with *Section 9-1.2 of the Compton Municipal Code*.

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

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

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

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

Professional Services Agreement – The Hawkins Company
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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 at least five (5) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

17. Force Majeure. In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Consultant), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Agreement upon any event that renders performance impossible. In such case, City shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

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

19. 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.

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

Professional Services Agreement – The Hawkins Company
Executive Recruitment – City Controller & Fire Chief
Resolution No. _____

- 21. 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.
- 22. Authority.** The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.
- 23. 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.
- 24. Amendments.** This Agreement may be modified or amended only be written document executed by both Consultant and City's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.
- 25. Confidentiality.** All documents, reports, information, data, and exhibits prepared or assembled by Consultant in connection with the performance of the services pursuant to the Agreement are confidential until released by the City to the public, and the Consultant will not make any of these documents or information available to any individual or organization not employed by the Consultant or the City without the written consent of the City before any such release.
- 26. Entire Agreement.** This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.
- 27. Notices.** Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

To Consultant:

**The Hawkins Company
8939 South Sepulveda Boulevard,
Suites 110-216
Los Angeles, California 90045
Attn: William D. Hawkins, President
(310) 348-8800**

Professional Services Agreement – The Hawkins Company
Executive Recruitment – City Controller & Fire Chief
Resolution No. _____

To City:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Interim City Manager
(310) 605-5585
(310) 631-0322 – fax.

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

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

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

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

**THE HAWKINS COMPANY
CONSULTANT**

Dated: _____

By _____
William D. Hawkins, President

**CITY OF COMPTON
Approved by:**

Dated: _____

By _____
Jerome G. Groomes, Interim City Manager

Professional Services Agreement – The Hawkins Company
Executive Recruitment – City Controller & Fire Chief
Resolution No. _____

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

EXECUTIVE RECRUITERS

CITY CONTROLLER

Recruitment Firms	Contact Name	Mininum Cost	Maximum Cost	Services	Chief Executive Finance Placements
The Hawkins Company	Bill Hawkins	\$30,000 + expenses not to exceed \$5,000	\$35,000	Advertising, brochure development, mailings, report preparation, telephone expenses, traveling, exam development, assessment center, 360 degree reference/background investigation	Compton, Oakland, Port of Los Angeles, Richmond, Vernon, Santa Clara Valley Water District and Dallas Area Rapid Transit
Please see Hawkins proposal.					

6/29/2016

EXECUTIVE RECRUITERS

FIRE CHIEF

Recruitment Firms	Contact Name	Mininum Cost	Maximum Cost	Services	Fire Chief Placements
Alliance	Sherrill Uyeda	\$30,000	\$30,000 + \$1,500 professional fee for additional meetings	Develop the appropriate specifications for the position, candidate profile development, preserve confidentiality, consensus build and assess qualifications	San Jose, Monterey Park, Huntington Beach, Newport Beach, Orange, Contra Costa County and Santa Fe Springs
*Please see Alliance proposal.					
Bob Murray & Associates	Hellen Amsden	\$17,500 + expenses not to exceed \$7,500	\$25,000	Development of candidate profile, advertising and recruitment brochure, screening, interview, public record search, recommendation, final interviews, background checks and negotiations	Cathedral City, Encinitas, Del Mar, Solana Beach, Garden Grove, Lodi, Palm Springs, Salinas, Tracy and Vacaville
Please see Bob Murray proposal.					
The Hawkins Company	Bill Hawkins	\$25,000 + expenses not to exceed \$5,000	\$30,000	Advertising, brochure development, mailings, report preparation, telephone expenses, traveling, exam development, assessment center, 360 degree reference/background investigation	Compton, Atlanta-Fulton County, Richmond, VA, San Francisco, Oceanside and College Park
Please see Hawkins proposal.					

EXECUTIVE RECRUITERS

CITY CONTROLLER AND FIRE CHIEF

Recruitment Firms	Contact Name	Mininum Cost	Maximum Cost	Services	Chief Executive Finance & Fire Placements
The Hawkins Company	Bill Hawkins	\$55,000	\$55,000	Advertising, brochure development, mailings, report preparation, telephone expenses, traveling, exam development, assessment center, 360 degree reference/background investigation	Compton Unified School District, Oakland, Los Angeles Harbor Department, Compton, Long Beach, Lynwood, Carson and Atlanta-Fulton County,
Please see Hawkins proposal.					

6/29/2016

CITY OF COMPTON, CA

Recruitment Services Proposal

City Controller

June 27, 2016

Submitted by:

THE HAWKINS COMPANY

William D. Hawkins
8939 S. Sepulveda Blvd., #110-216, Los Angeles, California 90045
11040 Bollinger Canyon Road, # E-216, San Ramon, California 94582

213-308-0945

bill@thehawkinscompany.com

Website: www.thehawkinscompany.com



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June 27, 2016

Ms. Shawna Holmquist, MP
Interim Human Resources Director
Human Resources Department
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Via Email: sholmquist@comptoncity.org

Dear Ms. Holmquist:

In response to our conversation on Monday, June 20, 2016, *The Hawkins Company*, is pleased to submit the attached proposal to assist the City of Compton recruit a City Controller. Our proposal outlines our recruiting services and qualifications to assist the City of Compton with this very important executive recruitment.

The Hawkins Company is exceptionally well-qualified to assist the City. Our experience in recruiting public and private sector executives is extensive. One key factor which contributes to our success is our private sector "direct sourcing" approach in conducting public sector recruitments. We believe that the application of private sector recruiting strategies helps to distinguish us from our competition and adds value to the services we provide our clients.

The undersigned is authorized to contractually negotiate and obligate *The Hawkins Company* and can be contacted at 310-348-8800; bill@thehawkinscompany.com. We appreciate the opportunity to submit this information and look forward to the opportunity to partner with you, the City Manager, and Mayor and City Council of the City of Compton.

Sincerely,



William D. Hawkins
President

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EXECUTIVE SUMMARY

During the past thirty (30) years, *The Hawkins Company* has been instrumental in completing over 700 executive searches assisting public and private organizations recruit strong and highly effective leaders in senior executive positions. We have a strong public sector practice where we have worked on behalf of city and county governments, and special districts throughout the United States. The majority of our searches are national in scope which has afforded us an opportunity to develop a large data-base of candidates and sources of candidates throughout the United States. We take great pride in our ability to work effectively on behalf of our clients and our focus is always tailored to the unique staffing objectives and needs of our clients. Our approach is always to build a strong relationship with our client and to provide them with high quality executive search consulting services in a manner that reflects positively on their organization.

We are pleased with our ability to assemble teams of consultants with specific expertise and skills that contribute to the delivery of outstanding recruitment services. **The team's objective is to clearly understand client needs and candidate competencies required to ensure that we identify and recruit "best in class" professionals. As a result, we are often requested to assist clients with their most difficult and challenging recruitments.** We have a solid footprint in recruiting top level change agents and highly skilled transformational leaders to lead urban public agencies, municipalities and special districts. Our work experience allows us to maintain strong relationships with top level governmental, non-profit, education and private sector executives in most functional and geographical areas, and we will leverage these relationships to ensure that we identify and recruit "best in class" professionals on behalf of the City of Compton. We are experts in recruiting talented executives and maintain a 90% placement rate.

Our ability to think and operate creatively and work collaboratively with our client partners is a hallmark of our expertise and what we do. Finally, our willingness to deploy adequate staff resources will result in a timely, thorough and successful executive recruitment for the City of Compton.

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QUALIFICATIONS & EXPERIENCE

The Hawkins Company, established in 1984, is a management consulting firm specializing in executive search services. Long recognized as a leader in the field of executive recruitment, *The Hawkins Company* and its team have successfully conducted over 700 senior level recruitment assignments for public, private, not-for-profit, and educational organizations with a consistent commitment to achieving the staffing objectives of our clients, quality of service, and “best in class” talent acquisition.

The Hawkins Company is exceptionally well qualified to assist with your staffing needs for the following reasons:

- *The Hawkins Company* is one of the premier, minority-owned, executive search firms in the United States, and offers an unbiased professional approach in successfully completing executive search engagements.
- *The Hawkins Company* utilizes a tailored six-step process in conducting senior level search assignments for Fortune 500 corporations, small and medium size companies, municipalities, public agencies, educational institutions, nonprofits and start-up organizations.
- *The Hawkins Company* has extensive experience working with elected officials, boards, top administrators, search committees, corporate executives and human resources professionals in designing and implementing effective recruitment strategies.
- *The Hawkins Company* has recruited finance directors/CFO’S for organizations including the City of Oakland, Port of Los Angeles, City of Richmond, VA, City of Vernon, CA, Dallas Area Rapid Transit and Santa Clara Valley Water District.
- *The Hawkins Company* is sensitive to issues of diversity and maintains excellent relationships with various professional organizations and associations. *The Hawkins Company* values diversity and inclusion. The firm has been recognized for its success in diversity recruiting.
- *The Hawkins Company* has recruited several leadership positions for the City of Compton including city manager, city controller, human resources director, fire chief and police chief. We have always been committed to partnering with the City to ensure that the best talent gets recruited to the City. We have a deep understanding and appreciation for the City, its leaders and residents.

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REPRESENTATIVE FISCAL MANAGEMENT SEARCH ASSIGNMENTS

The Hawkins Company is very pleased with its track record of successfully assisting public agencies recruit top-level senior finance executives. Below is a partial list of executive finance management levels searches our staff has conducted:

<u>CLIENT</u>	<u>SEARCH</u>
City of Richmond, VA	-Deputy CAO, Finance & Administration -Finance Director
City of Fillmore, CA*	-Finance Director
City of Vernon, CA*	-Director of Finance
Compton Unified School District*	-Interim Finance Director
City of Oakland, CA	- Finance Director -Controller
Los Angeles Harbor Department*	-Director of Finance/CFO
Santa Clara Valley Water District*	-CFO -Assistant General Manager, Finance & Administration
Dallas Area Rapid Transit (DART)	-SVP Chief Financial Officer
Metropolitan Water District of Southern CA.	-Assistant Chief Financial Officer -CFO
Sempra Energy/Pacific Enterprises	-Treasurer

*Last five years

PUBLIC SECTOR CLIENTS: (PARTIAL LISTING OF PUBLIC SECTOR CLIENTS)

City of Austin, TX	City of San Antonio, TX
City of Baltimore	City of Berkeley
City of Citrus Heights	City of Dallas, TX
City of Benicia	City of Inglewood
City of Bellevue, WA	City of Long Beach
City of Carson	City of Lynwood

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#9.

City of Compton
City of Kansas City, MO
City of Los Angeles
City of Oakland
City of Pasadena
City of Richmond, VA
City of San Diego
City of San Jose
City of Salinas
County of Alameda
County of Los Angeles
Atlanta-Fulton County
Brooklyn Public Library
East Bay Municipal Utility District
Las Vegas Valley Water District
Village of Oak Park, IL

City of Oceanside
City of Richmond, CA
City of Sacramento
City and County of San Francisco
City of Seattle
City of Santa Monica, CA
County of Contra Costa
County of San Diego
King County, WA
Dallas Area Rapid Transit District Authority
Las Vegas Housing Authority
Long Beach Water Department
Metropolitan Water District of Southern California
City of College Park, GA
LA County Transportation Commission

DIVERSITY RECRUITING

As a minority-owned business, *The Hawkins Company* takes pride in its record of promoting diversity. The firm was listed in *The Wall Street Journal* as one of twenty search firms nationally that focus on cultural diversity recruiting. Members of the firm are often quoted by major publications regarding minority-hiring practices. *The Hawkins Company's* recruitment team and national contacts allow for the successful identification and recruitment of highly qualified diverse and female candidates. Over seventy-five percent (75%) of the firm's placements during the past three years have been people of color and/or women.

Additionally, seventy-five percent (75%) of the recruitments are nationwide in scope. *The Hawkins Company* operates under Equal Opportunity Employment, Americans with Disabilities, and Affirmative Action guidelines in conducting executive search assignments and in contracting

PROFESSIONAL STAFF

The team consists of William Hawkins, Brett Byers, Daphne Le Blanc, and Gwendolyn Catchings-Castello. The team has over seventy-five (75) years of experience in researching and conducting executive recruitments. They have handled assignments from routine to highly confidential and complex recruitments in both the private and public sectors, with a consistent commitment to service, professionalism and positive results. *The Hawkins Company* staff assigned to this recruitment will include William Hawkins as the project manager, Brett Byers as lead recruiter and Daphne Le Blanc as staff consultant/researcher. All of them possess extensive knowledge and experience recruiting senior financial executives in the public and private sectors.

William D. Hawkins

Mr. Hawkins is President/CEO and Founder of *The Hawkins Company*, and has over thirty (30) years of executive search experience. During the course of his search career, Mr. Hawkins has

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conducted and/or participated in over 1,000 executive searches. In addition to his extensive executive search experience, he is an industry pioneer in diversity recruiting at senior corporate and public sector levels. Since launching *The Hawkins Company* in 1984, the firm has conducted over 700 searches for Fortune 500 Companies, government agencies, non-profit organizations, educational institutions and emerging businesses.

Prior to establishing *The Hawkins Company*, Mr. Hawkins spent eight (8) years as a senior member of the world's largest executive search firm, Korn Ferry International. Nurtured in this multi-specialty, multi-national search firm, Mr. Hawkins developed specialty-recruiting expertise in financial services, real estate and entertainment. He has led top-level financial executive searches for public, private and non-profit organizations. He led CFO searches for major public and private utilities; helped develop the financial turn-around strategy for a troubled school district that included recruiting an interim CFO; and earlier in his career recruited CFO's and other senior finance executives for major entertainment and real estate companies. Recruiting financial executives is one of his core areas of expertise.

Prior to launching a career in executive search, Mr. Hawkins was Senior Vice President of the National Economic Management Association, a small business consulting firm concentrating on community economic development. His previous experience includes banking and government service. Mr. Hawkins is a graduate of Howard University and has lectured extensively on recruiting and human resources issues nationally. He is currently listed in Who's Who for his competence and ability to conduct recruiting assignments in a variety of industries, and holds membership in numerous community, business and professional organizations.

Brett Byers

Brett Byers serves as a Managing Director with *The Hawkins Company*. Her eleven-year tenure in human resources consulting, recruiting, career training and professional development has afforded her the skills, experience and capability to effectively recruit executive leaders and affect significant change within private and public organizations. In addition to her executive search consulting experience, Ms. Byers has served as the Marketing and Communications Director for a trade association, worked in management with a large international staffing firm where she partnered with major private sector clients in the media, entertainment, social media, telecommunications, financial services, and real estate industries and implemented human capital strategies to achieve performance targets and exceed growth expectations within new and existing clients.

Ms. Byers began her professional career with the nationally acclaimed INROADS program where she facilitated training and development modules focusing on career development.

She has extensive experience in diversity recruitment and affinity group networking. Ms. Byers works closely with Mr. Hawkins and has staffed many of the firm's most complex and highly challenging finance assignments including: the CFO/Finance Director for the City of Vernon, Finance Director, City of Fillmore, and CFO for the Port of Los Angeles.

Ms. Byers is a graduate of the University of California, Berkeley, Haas School of Business and is actively involved in alumni related networking at the University.

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Gwendolyn Catchings-Castello

Dr. Catchings-Castello serves as Managing Director [The Hawkins Company](#). She has twenty (20) years of executive recruiting experience in the public, private and non-profit sectors. She has developed an expertise in diversity recruiting, and has successfully designed and implemented recruitment strategies for legal, financial, sales/marketing, diversity leaders, and general managerial positions. Dr. Catchings-Castello directs the firm's assessment practice and is responsible for our 360-degree candidate evaluation which includes utilizing the DISC Assessment tool (optional) as part of our overall evaluation process. She gained extensive sales, marketing and management training with several major corporations and has operated her own consulting company.

Dr. Catchings-Castello holds a Bachelor of Arts degree from Xavier University of Louisiana, a Master's in Business Administration from the University of Southern Mississippi, and a Doctorate in Business Administration (Management/Organizational Behavior/Marketing) from Nova Southeastern University (Florida). In addition, she holds a Professional in Human Resources (PHR) certification and is a graduate of Coach University. Dr. Catchings-Castello is an Assistant Professor of Marketing and Management at Jackson State University, and a member of numerous professional associations, including the American Marketing Association, Society of Human Resources Management, Society for Advancement of Management, National Black MBA Association (Life Member), National Society of Hispanic MBAs and International Coach Federation. Dr. Catchings-Castello is also an Executive Coach (focusing on personal, professional and organizational development), author, public speaker and workshop presenter.

Daphne Le Blanc

Daphne Le Blanc is a Partnering Consultant and Transportation Practice Leader with [The Hawkins Company](#). Prior to joining the firm, Ms. Le Blanc was President of Le Blanc & Associates, Inc., and served as a strategic business partner to [The Hawkins Company](#). Le Blanc & Associates was a premier executive search firm specializing in all facets of transportation recruitment. Ms. Le Blanc has over twenty-five (25) years in the field of recruitment and career development. Prior to establishing her own successful practice in 1986, Ms. Le Blanc was a "Top Producer" and award winning recruiter with two general practice search firms. Over the past twenty (20) years,

Ms. Le Blanc has established a nationally recognized transportation recruitment practice. Daphne's network of contacts and clients includes all aspects of transportation i.e. finance & accounting, planning, construction, operations, and administration. She also has conducted numerous searches for administrative positions including finance, procurement, IT, and human resources. She successfully led the CFO search for the Dallas Area Rapid Transit District, worked on the CFO recruitment for Santa Clara Valley Water District and was the project manager for the Finance Director recruitment for SunLine Transit (Riverside County). Ms. Le Blanc attended San Diego State University and holds memberships in a variety of professional organizations and associations.

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PROJECT WORK PLAN

Search assignments follow our well-defined six-step process: The process is divided into three phases as illustrated below.

PHASE 1 RECRUITMENT PLAN: *This is the foundation phase and includes a recruitment and position analysis, client meetings and stakeholder engagement; profile development and placing advertisements; and finalizing tasks and search timeline.*

1. DEVELOP A THOROUGH UNDERSTANDING AND ASSESSMENT OF THE CLIENT

This involves meeting with key city executives, to ascertain its mission, personality, and philosophy. During this phase, a review of organizational structures, backgrounds of executives, official and unofficial lines of authority and responsibility, are conducted. The organization's future plans and programs, perceived strengths and weaknesses, and the political climate are discussed. The status of potential internal candidates will also be reviewed. Perceptions about the organization's stature and attractiveness to potential candidates are crucial to developing a good organizational profile. Advantages and negative factors regarding the organization, which may aid or hinder recruitment, will be thoroughly assessed. This initial phase becomes the foundation for developing a strong partnership and effective working relationship between the client organization and *The Hawkins Company*.

2. DEVELOP A COMPREHENSIVE UNDERSTANDING OF THE POSITION

In discussions with key city executives and various stakeholders, personal and professional attributes, required skills, core competencies, qualifications, experience and priorities for the position are established. During this phase a stakeholder engagement process will be conducted, if appropriate, to obtain additional input relative to attributes and priorities for the position to be filled. After all the stakeholder engagements are completed, *The Hawkins Company* will review the current job descriptions, provide recommendations for changes and develop a draft recruitment profile that includes a clear description of the position duties and responsibilities, skills, competencies, key challenges, recruitment criteria, information regarding the city, the broader community and procedures for applying. It is imperative that this position profile consists of realistic requirements and experience levels, because it is the standard against which potential candidates are recruited and evaluated. We will work with the client to develop an outreach strategy (advertisements, postings, and mailings) to ensure that the opening is well publicized and that interested individuals are able to apply. We will also finalize the recruitment work plan and time line.

PHASE 2 CANDIDATE DEVELOPMENT: *This is the marketing phase of the search. The information gathered in phase 1 is used to formulate our candidate solicitation strategy. We are pro-active in our recruitment and we aggressively seek out best in class candidates for our clients. Once the candidate pool is established, we conduct preliminary screenings and prepare a comprehensive candidate recruitment report.*

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3. DEVELOP SEARCH STRATEGY AIMED AT ATTRACTING THE MOST QUALIFIED CANDIDATES

Since individuals with the desired qualities are not usually actively looking to make a change, they must be recruited. An effective strategy is crucial to a successful recruitment, and *The Hawkins Company* works closely with the client in developing the search strategy

During this phase, the objective is to accumulate a strong pool of candidates. *The Hawkins Company* will use various candidate solicitation methods, including direct sourcing based upon industry research that includes social media, internet searches, contacts with key professional leaders in the field, peer to peer referrals, our candidate data bank, and contacts with appropriate professional associations.

4. CANDIDATE RECRUITMENT AND SCREENING

In addition to the formal advertising, website postings and mailings, *The Hawkins Company* uses a private sector-direct sourcing approach in locating and directly contacting candidates who meet the position specifications and have established specific patterns of accomplishments and success. Potential candidates and sources of candidates, identified through the above methods, are actively recruited to become candidates, and/or solicited as referral sources. We review and acknowledge in writing all resumes received. Once the candidate pool is established, all qualified candidates, both internal and external, are evaluated using a candidate rating instrument which is based on the core competencies for the position. Reports are prepared and reviewed with the client to select the most appropriate candidates for further consideration.

PHASE 3 CANDIDATE PRESENTATION: *Candidate interviews and evaluations; background investigations and verifications; preparation of final candidate reports; coordinating client candidate interviews; and facilitation of the selection process and search closing activities.*

5. EVALUATION AND PRESENTATION OF FINAL CANDIDATES

During this phase, the top candidates are selected for additional consideration. *The Hawkins Company*, conducts in-depth interviews, usually in person or video conference, to ascertain a comprehensive understanding of each potential candidate's strengths and limitations, and to determine their overall suitability as a member of the client's management team. The goal is to formulate a comprehensive understanding of their background, i.e., qualifications, pertinent accomplishments, experience, ability to meet special needs of the position and their interest in being considered.

It is our policy to conduct preliminary professional 360-degree reference checks, to include job performance, qualifications, and personal history. The 360-degree reference/background investigation includes not only people supplied by the candidate but individuals identified, by the consultant, who are in a position to give candid non-bias impressions. We also conduct thorough internet and media searches, and other sources to ascertain career

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accomplishments/awards or controversies/problems that will impact the candidate's performance. Background investigations include criminal, civil and driving records as well as degree verifications and professional certifications are checked on all final candidates through an independent employment screening firm. The most qualified candidates are selected for presentation to the client. We will prepare a recruitment report which will detail each candidate's background, experience, education and accomplishments. Reference summaries and *The Hawkins Company's* professional appraisals are also provided on all final candidates.

The Hawkins Company works closely with the client and final candidates to arrange personal interviews. If requested, suggested interview questions and rating forms are provided. Additional selection processes such as assessment centers, psychological evaluations, and interview boards are available options.

While the hiring decision is always the client's, we are prepared to assist with negotiations relative to terms and conditions of employment. We will also assist the candidate with approaches to finding housing and relocation if required.

6. CANDIDATE AND CLIENT FOLLOW-UP

After the executive is hired, *The Hawkins Company* meets with the client to evaluate the overall executive recruiting strategy. Our strengths and the level of client satisfaction are assessed, along with those areas needing improvement. In addition, we periodically communicate with the hired executive to identify any areas of concern and to ensure a lasting relationship.

Throughout the search process, *The Hawkins Company* maintains a close Client-Consultant working relationship which includes weekly progress reports.

PROJECT MANAGEMENT APPROACH

The key elements of *The Hawkins Company's* approach to effective project management are developed in the work plan. They include:

- Mutually agreed upon performance targets based on sound partnering principles.
- Realistic time schedule to complete tasks.
- Periodic progress reporting (bi-weekly).
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#9.

The biggest challenge, we encounter in most recruitments, is establishing the “fit” which is a combination of professional and personal attributes; beliefs and values; and the “win win.” The project manager’s role is to confirm realistic core competencies for the position to be filled with the client. These competencies need to be ranked or prioritized. The competencies become the standard for identifying, recruiting, evaluating, assessing candidates and managing the assignment. Additionally, the core competencies become the primary quality control mechanism and should form the basis for the hiring decision.

The core competencies are used to rate the candidates’ material and determine which individuals will receive additional consideration. Using core competencies, both personal and professional, will reduce the tendency to make subjective hiring decisions and therefore enhance the client’s ability to make successful hiring decisions. For a good hire to occur, both the needs of the client and the candidate have to be met.

The other area where strong project management can prove beneficial is how you approach the recruitment process. *The Hawkins Company* employs a variety of methods to recruit highly desirable candidates who may not currently be in the job market. They include:

- Personal meetings with a potential candidate to discuss the specifics of the job and address any obstacles.
- Getting other influential members of the profession to encourage reluctant candidates to consider the opportunity. **Peer to peer recruiting is a powerful tool.**
- Having a client representative contact the potential candidate and encourage them to become a candidate has been very helpful. **People enjoy being sought after.**

Being able to assess a candidate is as important as recruiting top level individuals. We use a three step approach to candidate assessments.

1. Thorough personal interviews to assess skills in relationship to required competencies.
2. Research of literature, public records, news accounts and other sources to ascertain career accomplishments/awards or controversies/problems that will impact the candidate’s performance.
3. The 360-degree reference/background investigation includes not only people supplied by the candidate but individuals identified, by the consultant, who are in a position to give candid non-bias impressions. Talking to people who have supervised the candidate, worked with them as peers, and who have served as subordinates gives us the 360degree perspective that is useful in developing a complete candidate assessment.

The final part of our project management approach includes developing a schedule for formal progress meetings, informal status updates, and mutual feedback regarding the recruitment. Our formal meetings are scheduled as follows:

1. Beginning of the recruitment to develop the work plan.
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We are always available for additional meetings as needed by the client or consultant. During both formal and informal meetings, we address issues and activities that may require changing the scope or adjusting core competencies. Minor changes are immediately incorporated into the work plan, while major shifts/changes will require consultation between the project manager and the client.

**CITY OF COMPTON
CITY CONTROLLER
SEARCH WORK PLAN & TIME LINE**

Overview of Proposed Tasks and Timeline

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PROJECT COST

The professional fee for conducting the City Controller recruitment is **\$30,000**. Additionally, we are reimbursed for approved expenses which will not exceed \$5,000. The cost of the fixed price contract is **\$35,000**.

<u>Professional Fee and Estimated Expenses</u>	
<i>Item</i>	<i>Cost:</i>
Professional Fee	\$30,000
Reimbursable Expenses (estimated):	
Advertisement	\$ 1,500
Brochure Development/Printing/Mailing	500
Telephone	NC
Report Preparation/Research	2,000
Consultant Travel (interview expenses)	1,000
 <i>Subtotal-Expenses (Not to Exceed)</i>	 <u>\$ 5,000</u>
<u>Total</u>	<u>\$35,000</u>

It is our policy and practice to submit monthly invoices for professional fees and expenses. We bill our professional fee in three (3) equal installments. The initial fee of \$10,000 will be rendered upon signing a letter agreement/contract. The second installment of \$10,000 is rendered after the delivery of our recruitment report. The final installment will be billed once the final candidates are interviewed. Consultant's fees **are not contingent** upon hiring a City Controller candidate, and Consultant shall continue to recruit and present candidates until a suitable individual is selected and hired by the city. The billings will include reimbursable expenses on the assignment, as incurred. Authorized candidate travel will be billed directly to the city.

Should the employee leave voluntarily or be discharged for cause within a one-year period, we will conduct the search again for expenses only. Additionally, should your organization hire additional candidates referred by [*The Hawkins Company*](#) in conjunction with this assignment, a fee of \$10,000 per candidate will be charged.

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CITY OF COMPTON, CA

Recruitment Services Proposal

**City Controller
Fire Chief**

July 26, 2016

Submitted by:

THE HAWKINS COMPANY

William D. Hawkins
8939 S. Sepulveda Blvd., #110-216, Los Angeles, California 90045
11040 Bollinger Canyon Road, # E-216, San Ramon, California 94582

213-308-0945

bill@thehawkinscompany.com
Website: www.thehawkinscompany.com



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July 26, 2016

Ms. Shawna Holmquist, MPA
Interim Human Resources Director
Human Resources Department
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Via Email: sholmquist@comptoncity.org

Dear Ms. Holmquist:

In response to your request, July 25, 2016, [The Hawkins Company](#), is pleased to submit the attached revised proposal to assist the City of Compton recruit a City Controller and a Fire Chief. Our proposal outlines our recruiting services, cost and tentative timelines to assist the City of Compton with these very important executive recruitments.

The undersigned is authorized to contractually negotiate and obligate [The Hawkins Company](#) and can be contacted at 310-348-8800; bill@thehawkinscompany.com. We appreciate the opportunity to submit this information and look forward to partnering with you and the City of Compton.

Sincerely,



William D. Hawkins
President

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QUALIFICATIONS & EXPERIENCE

The Hawkins Company, established in 1984, is a management consulting firm specializing in executive search services. Long recognized as a leader in the field of executive recruitment, *The Hawkins Company* and its team have successfully conducted over 700 senior level recruitment assignments for public, private, not-for-profit, and educational organizations with a consistent commitment to achieving the staffing objectives of our clients, quality of service, and “best in class” talent acquisition.

The Hawkins Company is exceptionally well qualified to assist with your staffing needs for the following reasons:

- *The Hawkins Company* is one of the premier, minority-owned, executive search firms in the United States, and offers an unbiased professional approach in successfully completing executive search engagements.
- *The Hawkins Company* utilizes a tailored six-step process in conducting senior level search assignments for Fortune 500 corporations, small and medium size companies, municipalities, public agencies, educational institutions, nonprofits and start-up organizations.
- *The Hawkins Company* has extensive experience working with elected officials, boards, top administrators, search committees, corporate executives and human resources professionals in designing and implementing effective recruitment strategies.
- *The Hawkins Company* has recruited finance directors/CFO’S for organizations including the City of Oakland, Port of Los Angeles, City of Richmond, VA, City of Vernon, CA, Dallas Area Rapid Transit and Santa Clara Valley Water District.
- *The Hawkins Company* has experience recruiting nationally and regionally for chief fire officers. We have successfully completed fire chief recruitments for large urban cities such as Oakland and San Francisco, medium cities such as Richmond, Virginia and smaller communities such as Oceanside, CA College Park, GA, and Compton, CA.
- *The Hawkins Company* is sensitive to issues of diversity and maintains excellent relationships with various professional organizations and associations. *The Hawkins Company* values diversity and inclusion. The firm has been recognized for its success in diversity recruiting.
- *The Hawkins Company* has recruited several leadership positions for the City of Compton including city manager, city controller, human resources director, fire chief and police chief. We have always been committed to partnering with the City to ensure that the best talent gets recruited to the City. We have a deep understanding and appreciation for the City, its leaders and residents.

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PUBLIC SECTOR CLIENTS: (PARTIAL LISTING OF PUBLIC SECTOR CLIENTS)

City of Austin, TX	City of San Antonio, TX
City of Baltimore	City of Berkeley
City of Citrus Heights	City of Dallas, TX
City of Benicia	City of Inglewood
City of Bellevue, WA	City of Long Beach
City of Carson	City of Lynwood
City of Compton	City of Oceanside
City of Kansas City, MO	City of Richmond, CA
City of Los Angeles	City of Sacramento
City of Oakland	City and County of San Francisco
City of Pasadena	City of Seattle
City of Richmond, VA	City of Santa Monica, CA
City of San Diego	County of Contra Costa
City of San Jose	County of San Diego
City of Salinas	King County, WA
County of Alameda	Dallas Area Rapid Transit District Authority
County of Los Angeles	Las Vegas Housing Authority
Atlanta-Fulton County	Long Beach Water Department
Brooklyn Public Library	Metropolitan Water District of Southern California
East Bay Municipal Utility District	City of College Park, GA
Las Vegas Valley Water District	LA County Transportation Commission
Village of Oak Park, IL	

PROFESSIONAL STAFF

The team consists of William Hawkins, Brett Byers, Daphne Le Blanc, and Gwendolyn Catchings-Castello. The team has over seventy-five (75) years of experience in researching and conducting executive recruitments. They have handled assignments from routine to highly confidential and complex recruitments in both the private and public sectors, with a consistent commitment to service, professionalism and positive results. [The Hawkins Company](#) staff assigned to this recruitment will include William Hawkins as the project manager, Brett Byers as lead recruiter and Daphne Le Blanc as staff consultant/researcher. All of them possess extensive knowledge and experience recruiting senior financial executives in the public and private sectors.

William D. Hawkins

Mr. Hawkins is President/CEO and Founder of [The Hawkins Company](#), and has over thirty (30) years of executive search experience. During the course of his search career, Mr. Hawkins has conducted and/or participated in over 1,000 executive searches. In addition to his extensive executive search experience, he is an industry pioneer in diversity recruiting at senior corporate and public sector levels. Since launching [The Hawkins Company](#) in 1984, the firm has

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conducted over 700 searches for Fortune 500 Companies, government agencies, non-profit organizations, educational institutions and emerging businesses.

Prior to establishing *The Hawkins Company*, Mr. Hawkins spent eight (8) years as a senior member of the world's largest executive search firm, Korn Ferry International. Nurtured in this multi-specialty, multi-national search firm, Mr. Hawkins developed specialty-recruiting expertise in financial services, real estate and entertainment. He has led top-level financial executive searches for public, private and non-profit organizations. He led CFO searches for major public and private utilities; helped develop the financial turn-around strategy for a troubled school district that included recruiting an interim CFO; and earlier in his career recruited CFO's and other senior finance executives for major entertainment and real estate companies. Recruiting financial executives is one of his core areas of expertise.

His experience recruiting chief fire officers is extensive. He has also assisted professional fire chief associations in preparing candidates to become fire chiefs. He has worked with mayor and city managers during selection processes that ranged from very open selection processes to very confidential recruitments.

Prior to launching a career in executive search, Mr. Hawkins was Senior Vice President of the National Economic Management Association, a small business consulting firm concentrating on community economic development. His previous experience includes banking and government service. Mr. Hawkins is a graduate of Howard University and has lectured extensively on recruiting and human resources issues nationally. He is currently listed in Who's Who for his competence and ability to conduct recruiting assignments in a variety of industries, and holds membership in numerous community, business and professional organizations.

Brett Byers

Brett Byers serves as a Managing Director with *The Hawkins Company*. Her eleven-year tenure in human resources consulting, recruiting, career training and professional development has afforded her the skills, experience and capability to effectively recruit executive leaders and affect significant change within private and public organizations. In addition to her executive search consulting experience, Ms. Byers has served as the Marketing and Communications Director for a trade association, worked in management with a large international staffing firm where she partnered with major private sector clients in the media, entertainment, social media, telecommunications, financial services, and real estate industries and implemented human capital strategies to achieve performance targets and exceed growth expectations within new and existing clients.

Ms. Byers began her professional career with the nationally acclaimed INROADS program where she facilitated training and development modules focusing on career development.

She has extensive experience in diversity recruitment and affinity group networking. Ms. Byers works closely with Mr. Hawkins and has staffed many of the firm's most complex and highly challenging finance assignments including: the CFO/Finance Director for the City of Vernon, Finance Director, City of Fillmore, and CFO for the Port of Los Angeles.

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Ms. Byers is a graduate of the University of California, Berkeley, Haas School of Business and is actively involved in alumni related networking at the University.

Gwendolyn Catchings-Castello

Dr. Catchings-Castello serves as Managing Director [The Hawkins Company](#). She has twenty (20) years of executive recruiting experience in the public, private and non-profit sectors. She has developed an expertise in diversity recruiting, and has successfully designed and implemented recruitment strategies for legal, financial, sales/marketing, diversity leaders, and general managerial positions. Dr. Catchings-Castello directs the firm's assessment practice and is responsible for our 360-degree candidate evaluation which includes utilizing the DISC Assessment tool (optional) as part of our overall evaluation process. She gained extensive sales, marketing and management training with several major corporations and has operated her own consulting company.

Dr. Catchings-Castello holds a Bachelor of Arts degree from Xavier University of Louisiana, a Master's in Business Administration from the University of Southern Mississippi, and a Doctorate in Business Administration (Management/Organizational Behavior/Marketing) from Nova Southeastern University (Florida). In addition, she holds a Professional in Human Resources (PHR) certification and is a graduate of Coach University. Dr. Catchings-Castello is an Assistant Professor of Marketing and Management at Jackson State University, and a member of numerous professional associations, including the American Marketing Association, Society of Human Resources Management, Society for Advancement of Management, National Black MBA Association (Life Member), National Society of Hispanic MBAs and International Coach Federation. Dr. Catchings-Castello is also an Executive Coach (focusing on personal, professional and organizational development), author, public speaker and workshop presenter.

Daphne Le Blanc

Daphne Le Blanc is a Partnering Consultant and Transportation Practice Leader with [The Hawkins Company](#). Prior to joining the firm, Ms. Le Blanc was President of Le Blanc & Associates, Inc., and served as a strategic business partner to [The Hawkins Company](#). Le Blanc & Associates was a premier executive search firm specializing in all facets of transportation recruitment. Ms. Le Blanc has over twenty-five (25) years in the field of recruitment and career development. Prior to establishing her own successful practice in 1986, Ms. Le Blanc was a "Top Producer" and award winning recruiter with two general practice search firms. Over the past twenty (20) years,

Ms. Le Blanc has established a nationally recognized transportation recruitment practice. Daphne's network of contacts and clients includes all aspects of transportation i.e. finance & accounting, planning, construction, operations, and administration. She also has conducted numerous searches for administrative positions including finance, procurement, IT, and human resources. Ms. Le Blanc attended San Diego State University and holds memberships in a variety of professional organizations and associations.

DIVERSITY RECRUITING

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As a minority-owned business, *The Hawkins Company* takes pride in its record of promoting diversity. The firm was listed in *The Wall Street Journal* as one of twenty search firms nationally that focus on cultural diversity recruiting. Members of the firm are often quoted by major publications regarding minority-hiring practices. *The Hawkins Company's* recruitment team and national contacts allow for the successful identification and recruitment of highly qualified diverse and female candidates. Over seventy-five percent (75%) of the firm's placements during the past three years have been people of color and/or women.

Additionally, seventy-five percent (75%) of the recruitments are nationwide in scope. *The Hawkins Company* operates under Equal Opportunity Employment, Americans with Disabilities, and Affirmative Action guidelines in conducting executive search assignments and in contracting

PROJECT WORK PLAN

Search assignments follow our well-defined six-step process: The process is divided into three phases as illustrated below.

PHASE 1 RECRUITMENT PLAN: *This is the foundation phase and includes a recruitment and position analysis, client meetings and stakeholder engagement; profile development and placing advertisements; and finalizing tasks and search timeline.*

1. DEVELOP A THOROUGH UNDERSTANDING AND ASSESSMENT OF THE CLIENT

This involves meeting with key city executives, to ascertain its mission, personality, and philosophy. During this phase, a review of organizational structures, backgrounds of executives, official and unofficial lines of authority and responsibility, are conducted. The organization's future plans and programs, perceived strengths and weaknesses, and the political climate are discussed. The status of potential internal candidates will also be reviewed. Perceptions about the organization's stature and attractiveness to potential candidates are crucial to developing a good organizational profile. Advantages and negative factors regarding the organization, which may aid or hinder recruitment, will be thoroughly assessed. This initial phase becomes the foundation for developing a strong partnership and effective working relationship between the client organization and *The Hawkins Company*.

2. DEVELOP A COMPREHENSIVE UNDERSTANDING OF THE POSITION

In discussions with key city executives and various stakeholders, personal and professional attributes, required skills, core competencies, qualifications, experience and priorities for the position are established. During this phase a stakeholder engagement process will be conducted, if appropriate, to obtain additional input relative to attributes and priorities for the position to be filled. After all the stakeholder engagements are completed, *The Hawkins Company* will review the current job descriptions, provide recommendations for changes and develop a draft recruitment profile that includes a clear description of the position duties and responsibilities, skills, competencies, key challenges, recruitment criteria, information regarding

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the city, the broader community and procedures for applying. It is imperative that this position profile consists of realistic requirements and experience levels, because it is the standard against which potential candidates are recruited and evaluated. We will work with the client to develop an outreach strategy (advertisements, postings, and mailings) to ensure that the opening is well publicized and that interested individuals are able to apply. We will also finalize the recruitment work plan and time line.

PHASE 2 CANDIDATE DEVELOPMENT: *This is the marketing phase of the search. The information gathered in phase 1 is used to formulate our candidate solicitation strategy. We are pro-active in our recruitment and we aggressively seek out best in class candidates for our clients. Once the candidate pool is established, we conduct preliminary screenings and prepare a comprehensive candidate recruitment report.*

3. DEVELOP SEARCH STRATEGY AIMED AT ATTRACTING THE MOST QUALIFIED CANDIDATES

Since individuals with the desired qualities are not usually actively looking to make a change, they must be recruited. An effective strategy is crucial to a successful recruitment, and *The Hawkins Company* works closely with the client in developing the search strategy

During this phase, the objective is to accumulate a strong pool of candidates. *The Hawkins Company* will use various candidate solicitation methods, including direct sourcing based upon industry research that includes social media, internet searches, contacts with key professional leaders in the field, peer to peer referrals, our candidate data bank, and contacts with appropriate professional associations.

4. CANDIDATE RECRUITMENT AND SCREENING

In addition to the formal advertising, website postings and mailings, *The Hawkins Company* uses a private sector-direct sourcing approach in locating and directly contacting candidates who meet the position specifications and have established specific patterns of accomplishments and success. Potential candidates and sources of candidates, identified through the above methods, are actively recruited to become candidates, and/or solicited as referral sources. We review and acknowledge in writing all resumes received. Once the candidate pool is established, all qualified candidates, both internal and external, are evaluated using a candidate rating instrument which is based on the core competencies for the position. Reports are prepared and reviewed with the client to select the most appropriate candidates for further consideration.

PHASE 3 CANDIDATE PRESENTATION: *Candidate interviews and evaluations; background investigations and verifications; preparation of final candidate reports; coordinating client candidate interviews; and facilitation of the selection process and search closing activities.*

5. EVALUATION AND PRESENTATION OF FINAL CANDIDATES

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During this phase, the top candidates are selected for additional consideration. *The Hawkins Company*, conducts in-depth interviews, usually in person or video conference, to ascertain a comprehensive understanding of each potential candidate's strengths and limitations, and to determine their overall suitability as a member of the client's management team. The goal is to formulate a comprehensive understanding of their background, i.e., qualifications, pertinent accomplishments, experience, ability to meet special needs of the position and their interest in being considered.

It is our policy to conduct preliminary professional 360-degree reference checks, to include job performance, qualifications, and personal history. The 360-degree reference/background investigation includes not only people supplied by the candidate but individuals identified, by the consultant, who are in a position to give candid non-bias impressions. We also conduct thorough internet and media searches, and other sources to ascertain career accomplishments/awards or controversies/problems that will impact the candidate's performance. Background investigations include criminal, civil and driving records as well as degree verifications and professional certifications are checked on all final candidates through an independent employment screening firm. The most qualified candidates are selected for presentation to the client. We will prepare a recruitment report which will detail each candidate's background, experience, education and accomplishments. Reference summaries and *The Hawkins Company's* professional appraisals are also provided on all final candidates.

The Hawkins Company works closely with the client and final candidates to arrange personal interviews. If requested, suggested interview questions and rating forms are provided. Additional selection processes such as assessment centers, psychological evaluations, and interview boards are available options.

While the hiring decision is always the client's, we are prepared to assist with negotiations relative to terms and conditions of employment. We will also assist the candidate with approaches to finding housing and relocation if required.

6. CANDIDATE AND CLIENT FOLLOW-UP

After the executive is hired, *The Hawkins Company* meets with the client to evaluate the overall executive recruiting strategy. Our strengths and the level of client satisfaction are assessed, along with those areas needing improvement. In addition, we periodically communicate with the hired executive to identify any areas of concern and to ensure a lasting relationship.

Throughout the search process, *The Hawkins Company* maintains a close Client-Consultant working relationship which includes weekly progress reports.

PROJECT MANAGEMENT APPROACH

The key elements of *The Hawkins Company's* approach to effective project management are developed in the work plan. They include:

- Mutually agreed upon performance targets based on sound partnering principles.

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**CITY OF COMPTON
CITY CONTROLLER
SEARCH WORK PLAN & TIME LINE**

Overview of Proposed Tasks and Timeline

	Proposed Tasks	Proposed Timeline
1.	Initial meeting with HR staff, City Manager and City Council	Week 1
2.	Interview other key stakeholders as identified by the City.	Week 1-3
3.	Development and approval of recruitment profile, work plan and detailed time schedule.	Week 2-4
4.	Placement of job postings on appropriate career sites and professional associations.	Week 3-4
5.	Candidate recruitment (national recruitment 6 weeks).	Week 4-10
6.	Candidate evaluations by search consultants.	Week 9-11
7	Presentation of Recruitment Report to include top (6-10) candidates for City Council consideration and selection of semifinalists.	Week 12
8.	Semifinal candidates participate in interview/selection process. Final Candidates selected.	Week 14
9.	Finalists interview with City Council.	Week 15-16
10.	City Council selects City Controller and	Week 16

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	negotiates compensation package. Announcement of selection.	

Adjustments May Be Made to This Timeline as Needed

CITY OF COMPTON FIRE CHIEF SEARCH WORK PLAN & TIMELINE

Overview of Proposed Tasks and Timeline

	Proposed Tasks	Proposed Timeline
1.	Initial meeting with HR staff and City Manager.	Week 1
2.	Interview other key stakeholders as identified by the City.	Week 1-3
3.	Development and approval of recruitment profile, work plan and detailed time schedule.	Week 2-4
4.	Placement of job postings with major professional organizations and publications.	Week 3-4
5.	Candidate recruitment (regional recruitment 6 weeks).	Week 4-10
6.	Candidate evaluations by search consultants.	Week 9-11
7.	Presentation of Recruitment Report to include top (6-10) candidates for internal search team consideration and selection of semifinalists.	Week 12
8.	Semifinal candidates participate in interview/selection process. Final Candidates selected.	Week 14
9.	Finalist interviews with City Manager.	Week 15-16
10.	City Manager selects Fire Chief and negotiates compensation package. Announcement of selection.	Week 16

Adjustments May Be Made to This Timeline as Needed

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PROJECT COST

The flat fee for conducting the City Controller and Fire Chief recruitments is **\$55,000** including expenses.

It is our policy and practice to submit monthly invoices for professional fees and expenses. We bill our professional fee in three (3) equal installments. The initial fee of \$18,333 will be rendered upon signing a letter agreement/contract. The second installment of \$18,333 is rendered after the delivery of our recruitment reports. The final installment will be billed once the final candidates are interviewed. Consultant's fees **are not contingent** upon hiring a City Controller and Fire Chief, and *The Hawkins Company* shall continue to recruit and present candidates until suitable individuals are selected and hired by the city. Authorized candidate travel will be billed directly to the city.

Should the employee leave voluntarily or be discharged for cause within a one-year period, we will conduct the search again for expenses only. Additionally, should your organization hire additional candidates referred by *The Hawkins Company* in conjunction with this assignment, a fee of \$10,000 per candidate will be charged.

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CITY OF COMPTON, CA

Recruitment Services Proposal

Fire Chief

June 27, 2016

Submitted by:

THE HAWKINS COMPANY

William D. Hawkins
8939 S. Sepulveda Blvd., #110-216, Los Angeles, California 90045
11040 Bollinger Canyon Road, # E-216, San Ramon, California 94582

213-308-0945

bill@thehawkinscompany.com

Website: www.thehawkinscompany.com



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#9.



June 27, 2016

Ms. Shawna Holmquist, MPA
Interim Human Resources Director
Human Resources Department
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Via Email: sholmquist@comptoncity.org

Dear Ms. Holmquist:

In response to our conversation on Monday, June 20, 2016, *The Hawkins Company*, is pleased to submit the attached proposal to assist the City of Compton recruit a Fire Chief. Our proposal outlines our recruiting services and qualifications to assist the City of Compton with this very important executive recruitment.

The Hawkins Company is exceptionally well-qualified to assist the City. Our experience in recruiting public and private sector executives is extensive. One key factor which contributes to our success is our private sector "direct sourcing" approach in conducting public sector recruitments. We believe that the application of private sector recruiting strategies helps to distinguish us from our competition and adds value to the services we provide our clients.

The undersigned is authorized to contractually negotiate and obligate *The Hawkins Company* and can be contacted at 310-348-8800; bill@thehawkinscompany.com. We appreciate the opportunity to submit this information and look forward to the opportunity to partner with you, the City Manager, and leadership of the City of Compton.

Sincerely,



William D. Hawkins
President

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EXECUTIVE SUMMARY

During the past thirty (30) years, *The Hawkins Company* has been instrumental in assisting client organizations recruit and select strong and effectively leaders. Our approach is always to build a strong relationship with our client and to provide them with high quality executive search consulting services in a manner that reflects positively on their organization. Although we maintain a large data base of talented candidates from throughout the United States, our focus is always tailored to the unique needs of our clients.

We are pleased that our staff has been able to provide outstanding recruitment services, often under challenging circumstances, and always with the objective of identifying and recruiting “best in class” professionals. As a result, we are often requested to assist clients with their most difficult and challenging recruitments. As a result of our work experience (over 700 searches) we have developed strong relationships with top level governmental, non-profit, education and private sector executives in most functional and geographical areas. *The Hawkins Company* has a track record of providing quality recruiting services and a placement rate exceeding 90 percent.

FIRE SERVICE EXECUTIVES

With respect to fire chief searches, we have recruited chief fire service executives for a variety of public sector organizations. We have also conducted assessment centers and provided career development services for potential chief officers for several jurisdictions including Fulton County, GA’s. Fire Department.

Our efforts have included recruiting top level change agents and highly skilled transformational leaders. We have worked closely with various professional organizations including the International Association of Fire Chiefs, International Association of Black Professional Firefighters and Women in Fire Service.

We are cognizant of the core competencies needed to build world class fire and emergency services organizations that are responsive and collaborative. The need for fire departments to operate as strategic public safety partners with other municipal functions, with an ever increasing emphasis on quality customer service, is key to creating organizations that are “employers of choice.”

We embrace these concepts and are fully prepared to identify and recruit individuals who excel in building strong fire and emergency services teams in dynamic and demanding environments. We possess an excellent understanding of fire service culture and were selected by the mayor of San Francisco to conduct a national recruitment for a fire chief which resulted in the first external appointment of a fire chief in the department’s 100-year history.

As a result of our career development work/training for the International Association of Black Professional Firefighters, we possess extensive contacts within the region. Finally, *The Hawkins Company* is proud of our record of identifying and recruiting women and people of color

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QUALIFICATIONS & EXPERIENCE

The Hawkins Company, established in 1984, is a management consulting firm specializing in executive search services. Long recognized as a leader in the field of executive recruitment, *The Hawkins Company* and its team have successfully conducted over 700 senior level recruitment assignments for public, private, not-for-profit, and educational organizations with a consistent commitment to achieving the staffing objectives of our clients, quality of service, and “best in class” talent acquisition.

The Hawkins Company is exceptionally well qualified to assist with your staffing needs for the following reasons:

- *The Hawkins Company* is one of the premier, minority-owned, executive search firms in the United States and offers an unbiased professional approach in successfully completing executive search engagements.
- *The Hawkins Company* utilizes a tailored six-step process in conducting senior level search assignments for Fortune 500 corporations, small and medium size companies, municipalities, public agencies, educational institutions, nonprofits and start-up organizations.
- *The Hawkins Company* has extensive experience working with elected officials, boards, top administrators, search committees, corporate executives and human resources professionals in designing and implementing effective recruitment strategies.
- *The Hawkins Company* has experience recruiting nationally and regionally for chief fire officers. We have successfully completed fire chief recruitments for large urban cities such as San Francisco, medium cities such as Richmond, Virginia and smaller communities such as Oceanside, CA College Park, GA, and Compton, CA.

PUBLIC SECTOR CLIENTS: (PARTIAL LISTING OF PUBLIC SECTOR CLIENTS)

City of Baltimore	City of Citrus Heights
City of Benicia	City of Inglewood
City of Bellevue, WA	City of Long Beach
City of Carson	City of Lynwood
City of Compton	City of Oceanside
City of Kansas City, MO	City of Richmond, CA
City of Los Angeles	City of Sacramento
City of Oakland	City and County of San Francisco
City of Pasadena	City of Seattle
City of Richmond, VA	City of Santa Monica, CA
City of San Diego	County of Contra Costa
City of San Jose	County of San Diego
City of Salinas	King County, WA
County of Alameda	Dallas Area Rapid Transit District Authority

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County of Los Angeles
 Atlanta-Fulton County
 Brooklyn Public Library
 East Bay Municipal Utility District
 Las Vegas Valley Water District
 Village of Oak Park, IL

Las Vegas Housing Authority
 Long Beach Water Department
 Metropolitan Water District of Southern California
 City of College Park, GA
 LA County Transportation Commission

DIVERSITY RECRUITING

As a minority-owned business, *The Hawkins Company* takes pride in its record of promoting diversity. The firm was listed in *The Wall Street Journal* as one of twenty search firms nationally that focus on cultural diversity recruiting. Members of the firm are often quoted by major publications regarding minority-hiring practices. *The Hawkins Company's* recruitment team and national contacts allow for the successful identification and recruitment of highly qualified diverse candidates. Over seventy-five percent (75%) of the firm's placements during the past three years have been people of color and/or women.

Additionally, seventy-five percent (75%) of the recruitments are nationwide in scope. *The Hawkins Company* operates under Equal Opportunity Employment, Americans with Disabilities, and Affirmative Action guidelines in conducting executive search assignments and in contracting

PROFESSIONAL STAFF

The team consists of William Hawkins, Brett Byers, Daphne Le Blanc, and Gwendolyn Catchings-Castello. The team has over seventy-five (75) years of experience in researching and conducting executive recruitments. They have handled assignments from routine to highly confidential and complex recruitments in both the private and public sectors, with a consistent commitment to service, professionalism and positive results. *The Hawkins Company* staff assigned to this recruitment will include William Hawkins as the project manager, Brett Byers as lead recruiter and Daphne Le Blanc as staff consultant/researcher. All of them possess extensive knowledge and experience recruiting senior executives in the public and private sectors.

William D. Hawkins

Mr. Hawkins is President/CEO and Founder of *The Hawkins Company*, and has over thirty (30) years of executive search experience. During the course of his search career, Mr. Hawkins has conducted and/or participated in over 1,000 executive searches. In addition to his extensive executive search experience, he is an industry pioneer in diversity recruiting at senior corporate and public sector levels. Since launching *The Hawkins Company* in 1984, the firm has conducted over 700 searches for Fortune 500 Companies, government agencies, non-profit organizations, educational institutions and emerging businesses.

Prior to establishing *The Hawkins Company*, Mr. Hawkins spent eight (8) years as a senior member of the world's largest executive search firm, Korn Ferry International. Nurtured in this multi-specialty, multi-national search firm, Mr. Hawkins developed specialty-recruiting expertise

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in financial services, real estate and entertainment. He has led top-level executive searches for public, private and non-profit organizations.

Prior to launching a career in executive search, Mr. Hawkins was Senior Vice President of the National Economic Management Association, a small business consulting firm concentrating on community economic development. His previous experience includes banking and government service. Mr. Hawkins is a graduate of Howard University and has lectured extensively on recruiting and human resources issues nationally. He has been listed in Who's Who for his competence and ability to conduct recruiting assignments in a variety of industries, and holds membership in numerous community, business and professional organizations.

Brett Byers

Brett Byers serves as a Managing Director with [The Hawkins Company](#). Her eleven-year tenure in human resources consulting, recruiting, career training and professional development has afforded her the skills, experience and capability to effectively recruit executive leaders and affect significant change within private and public organizations. In addition to her executive search consulting experience, Ms. Byers has served as the Marketing and Communications Director for a trade association, worked in management with a large international staffing firm where she partnered with major private sector clients in the media, entertainment, social media, telecommunications, financial services, and real estate industries and implemented human capital strategies to achieve performance targets and exceed growth expectations within new and existing clients.

Ms. Byers began her professional career with the nationally acclaimed INROADS program where she facilitated training and development modules focusing on career development.

She has extensive experience in diversity recruitment and affinity group networking. Ms. Byers works closely with Mr. Hawkins and has staffed many of the firm's most complex and highly challenging assignments including: Superintendent of Schools, Compton Unified School District Interim Finance Director, Compton Unified School District, CEO, Oakland Alameda County Coliseum Commission, and Deputy Chief Probation Officer, City and County of San Francisco.

Ms. Byers is a graduate of the University of California, Berkeley, Haas School of Business and is actively involved in alumni related networking at the University.

Gwendolyn Catchings-Castello

Dr. Catchings-Castello serves as Managing Director with [The Hawkins Company](#) and has twenty (20) years of executive recruiting experience in the public, private and non-profit sectors. She has developed an expertise in diversity recruiting, and has successfully designed and implemented recruitment strategies for legal, financial, sales/marketing, diversity leaders, and general managerial positions.

Dr. Catchings-Castello directs [The Hawkins Company's](#) assessment practice and is responsible for our 360-degree candidate evaluation which includes utilizing the DISC Assessment tool

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(optional) as part of our overall evaluation process. She gained extensive sales, marketing and management training with several major corporations and has operated her own consulting company.

Dr. Catchings-Castello holds a Bachelor of Arts degree from Xavier University of Louisiana, a Master's in Business Administration from the University of Southern Mississippi, and a Doctorate in Business Administration (Management/Organizational Behavior/Marketing) from Nova Southeastern University (Florida). In addition, she holds a Professional in Human Resources (PHR) certification and is a graduate of Coach University. Dr. Catchings-Castello is an Assistant Professor of Marketing and Management at Jackson State University, and a member of numerous professional associations, including the American Marketing Association, Society of Human Resources Management, Society for Advancement of Management, National Black MBA Association (Life Member), National Society of Hispanic MBAs and International Coach Federation. Dr. Catchings-Castello is also an Executive Coach (focusing on personal, professional and organizational development), author, public speaker and workshop presenter.

Daphne Le Blanc

Daphne Le Blanc is a Partnering Consultant and Transportation Practice Leader with [The Hawkins Company](#). Prior to joining the firm, Ms. Le Blanc was President of Le Blanc & Associates, Inc., and served as a strategic business partner to [The Hawkins Company](#). Le Blanc & Associates was a premier executive search firm specializing in all facets of transportation recruitment. Ms. Le Blanc has over twenty-five (25) years in the field of recruitment and career development. Prior to establishing her own successful practice in 1986, Ms. Le Blanc was a "Top Producer" and award winning recruiter with two general practice search firms.

Ms. Le Blanc has established a nationally recognized transportation recruitment practice. Daphne's network of contacts and clients includes all aspects of transportation i.e. finance & accounting, planning, construction, operations, and administration. She also has conducted numerous searches for administrative positions including finance, procurement, IT, and human resources. She successfully led public safety searches for the Dallas Area Rapid Transit District and San Francisco Metropolitan Transportation Authority. Ms. Le Blanc attended San Diego State University and holds memberships in a variety of professional organizations and associations.

PROJECT WORK PLAN

Search assignments follow our well-defined six-step process: The process is divided into three phases as illustrated below.

PHASE 1 RECRUITMENT PLAN: *This is the foundation phase and includes a recruitment and position analysis, client meetings and stakeholder engagement; profile development and placing advertisements; and finalizing work plans and search timeline.*

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1. DEVELOP A THOROUGH UNDERSTANDING AND ASSESSMENT OF THE CLIENT

This involves meeting with key city executives, to ascertain its mission, personality, and philosophy. During this phase, a review of organizational structures, backgrounds of executives, official and unofficial lines of authority and responsibility, are conducted. The organization's future plans and programs, perceived strengths and weaknesses, and the political climate are discussed. The status of potential internal candidates will also be reviewed. Perceptions about the organization's stature and attractiveness to potential candidates are crucial to developing a good organizational profile. Advantages and negative factors regarding the organization, which may aid or hinder recruitment, will be thoroughly assessed. This initial phase becomes the foundation for developing a strong partnership and effective working relationship between the client organization and *The Hawkins Company*.

2. DEVELOP A COMPREHENSIVE UNDERSTANDING OF THE POSITION

In discussions with key city executives and various stakeholders, personal and professional attributes, required skills, core competencies, qualifications, experience and priorities for the position are established. During this phase a stakeholder engagement process will be conducted, if appropriate, to obtain additional input relative to attributes and priorities for the position to be filled. After all the stakeholder engagements are completed, *The Hawkins Company* will review the current job descriptions, provide recommendations for changes and develop a draft recruitment profile that includes a clear description of the position duties and responsibilities, skills, competencies, key challenges, recruitment criteria, information regarding the city, the broader community and procedures for applying. It is imperative that this position profile consists of realistic requirements and experience levels, because it is the standard against which potential candidates are recruited and evaluated. We will work with the client to develop an outreach strategy (advertisements, postings, and mailings) to ensure that the opening is well publicized and that interested individuals are able to apply. We will also finalize the recruitment work plan and time line.

PHASE 2 CANDIDATE DEVELOPMENT: This is the marketing phase of the search. The information gathered in phase 1 is used to formulate our candidate solicitation strategy. We are pro-active in our recruitment and we aggressively seek out best in class candidates for our clients. Once the candidate pool is established, we conduct preliminary screenings and prepare a candidate recruitment report.

3. DEVELOP SEARCH STRATEGY AIMED AT ATTRACTING THE MOST QUALIFIED CANDIDATES

Since individuals with the desired qualities are not usually actively looking to make a change, they must be recruited. An effective strategy is crucial to a successful recruitment, and *The Hawkins Company* works closely with the client in developing the search strategy

During this phase, the objective is to accumulate a strong pool of candidates. *The Hawkins Company* will use various candidate solicitation methods, including direct sourcing based upon

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industry research that includes social media, internet searches, contacts with key professional leaders in the field, peer to peer referrals, our candidate data bank, and contacts with appropriate professional associations.

4. CANDIDATE RECRUITMENT AND SCREENING

In addition to the formal advertising, website postings and mailings, *The Hawkins Company* uses a private sector-direct sourcing approach in locating and directly contacting candidates who meet the position specifications and have established specific patterns of accomplishments and success. Potential candidates and sources of candidates, identified through the above methods, are actively recruited to become candidates, and/or solicited as referral sources. We review and acknowledge in writing all resumes received. Once the candidate pool is established, all qualified candidates, both internal and external, are evaluated. Reports are prepared and reviewed with the client to select the most appropriate candidates for further consideration.

PHASE 3 CANDIDATE PRESENTATION: *Candidate interviews and evaluations; background investigations and verifications; preparation of final candidate reports; coordinating client candidate interviews; and facilitation of the selection process and search closing activities.*

5. EVALUATION AND PRESENTATION OF FINAL CANDIDATES

During this phase, the top candidates are selected for additional consideration. *The Hawkins Company*, conducts in-depth interviews, usually in person or by video conference, to ascertain a comprehensive understanding of each potential candidate's strengths and limitations, and to determine their overall suitability as a member of the client's management team. The goal is to formulate a comprehensive understanding of their background, i.e., qualifications, pertinent accomplishments, experience, ability to meet special needs of the position and their interest in being considered.

It is our policy to conduct preliminary professional 360-degree reference checks, to include job performance, qualifications, and personal history. The 360-degree reference/background investigation includes not only people supplied by the candidate but individuals identified, by the consultant, who are in a position to give candid non-bias impressions. We also conduct thorough internet and media searches, and other sources to ascertain career accomplishments/awards or controversies/problems that will impact the candidate's performance. Background investigations include criminal, civil and driving records as well as degree verifications and professional certifications are checked on all final candidates through an independent employment screening firm. The most qualified candidates are selected for presentation to the client. We will prepare a recruitment report which will detail each candidate's background, experience, education and accomplishments. Verbal or written reference summaries and *The Hawkins Company's* professional appraisals are also provided on all final candidates.

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The Hawkins Company works closely with the client and final candidates to arrange personal interviews. If requested, suggested interview questions and rating forms are provided. Additional selection processes such as assessment centers, psychological evaluations, and interview boards are available options.

While the hiring decision is always the client's, we are prepared to assist with negotiations relative to terms and conditions of employment. We will also assist the candidate with approaches to finding housing and relocation if required.

6. CANDIDATE AND CLIENT FOLLOW-UP

After the executive is hired, *The Hawkins Company* meets with the client to evaluate the overall executive recruiting strategy. Our strengths and the level of client satisfaction are assessed, along with those areas needing improvement. In addition, we periodically communicate with the hired executive to identify any areas of concern and to ensure a lasting relationship.

Throughout the search process, *The Hawkins Company* maintains a close Client-Consultant working relationship which includes periodic progress reports.

PROJECT MANAGEMENT APPROACH

The key elements of *The Hawkins Company's* approach to effective project management are developed in the work plan. They include:

- Mutually agreed upon performance targets based on sound partnering principles.
- Realistic time schedule to complete tasks.
- Periodic progress reporting (usually on a bi-weekly basis).
- Immediate client notification of any issues/challenges that are impacting the recruitment.
- Open and honest dialogue between consultant and client at all stages of the search.
- Assigning, managing and coaching staff involved in recruiting activities.
- Internal status discussions regarding the recruitment.
- Documented follow-up between consultant and client at all stages of the recruitment.

All search assignments are tailored to meet the specific client needs for the requirements. While, we encourage our clients to follow certain best practices within the recruiting profession, we accept and follow the client organization's practices that are part of their standard operating procedures.

The biggest challenge, we encounter in most recruitments, is establishing the "fit" which is a combination of professional and personal attributes; beliefs and values; and the "win win." The project manager's role is to confirm realistic core competencies for the position to be filled with the client. These competencies need to be ranked or prioritized. The competencies become the standard for identifying, recruiting, evaluating, assessing candidates and managing the assignment. Additionally, the core competencies become the primary quality control mechanism and should form the basis for the hiring decision.

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The core competencies are used to rate the candidates' material and determine which individuals will receive additional consideration. Using core competencies, both personal and professional, will reduce the tendency to make subjective hiring decisions and therefore enhance the client's ability to make successful hiring decisions. For a good hire to occur, both the needs of the client and the candidate have to be met.

The other area where strong project management can prove beneficial is how you approach the recruitment process. *The Hawkins Company* employs a variety of methods to recruit highly desirable candidates who may not currently be in the job market. They include:

- Personal meetings with a potential candidate to discuss the specifics of the job and address any obstacles.
- Getting other influential members of the profession to encourage reluctant candidates to consider the opportunity. **Peer to peer recruiting is a powerful tool.**
- Having a client representative contact the potential candidate and encourage them to become a candidate has been very helpful. **People enjoy being sought after.**

Being able to assess a candidate is as important as recruiting top level individuals. We use a three step approach to candidate assessments.

1. Thorough personal interviews to assess skills in relationship to required competencies.
2. Research of literature, public records, news accounts and other sources to ascertain career accomplishments/awards or controversies/problems that will impact the candidate's performance.
3. The 360-degree reference/background investigation includes not only people supplied by the candidate but individuals identified, by the consultant, who are in a position to give candid non-bias impressions. Talking to people who have supervised the candidate, worked with them as peers, and who have served as subordinates gives us the 360-degree perspective that is useful in developing a complete candidate assessment.

The final part of our project management approach includes developing a schedule for formal progress meetings, informal status updates, and mutual feedback regarding the recruitment. Our formal meetings are scheduled as follows:

1. Beginning of the recruitment to develop the work plan.
2. Presentation of the initial recruitment report.
3. Report on the final candidates.

We are always available for additional meetings as needed by the client or consultant. During both formal and informal meetings, we address issues and activities that may require changing the scope or adjusting core competencies. Minor changes are immediately incorporated into the work plan, while major shifts/changes will require consultation between the project manager and the client.

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**CITY OF COMPTON
FIRE CHIEF
SEARCH WORK PLAN & TIMELINE**

Overview of Proposed Tasks and Timeline

	Proposed Tasks	Proposed Timeline
1.	Initial meeting with HR staff and City Manager.	Week 1
2.	Interview other key stakeholders as identified by the City.	Week 1-3
3.	Development and approval of recruitment profile, work plan and detailed time schedule.	Week 2-4
4.	Placement of job postings with major professional organizations and publications.	Week 3-4
5.	Candidate recruitment (regional recruitment 6 weeks).	Week 4-10
6.	Candidate evaluations by search consultants.	Week 9-11
7	Presentation of Recruitment Report to include top (6-10) candidates for internal search team consideration and selection of semifinalists.	Week 12
8.	Semifinal candidates participate in interview/selection process. Final Candidates selected.	Week 14
9.	Finalist interviews with City Manager.	Week 15-16
10.	City Manager selects Fire Chief and negotiates compensation package. Announcement of selection.	Week 16

Adjustments May Be Made to This Timeline as Needed

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PROJECT COST

The professional fee for conducting the Fire Chief recruitment is **\$25,000**. Additionally, we are reimbursed for approved expenses which will not exceed \$5,000. The cost of the fixed price contract is **\$30,000**.

<u>Professional Fee and Estimated Expenses</u>	
<i>Item</i>	<i>Cost:</i>
Professional Fee	\$25,000
Reimbursable Expenses (estimated):	
Advertisement	\$ 1,500
Brochure Development/Printing/Mailing	500
Telephone	NC
Report Preparation/Research	2,000
Consultant Travel (interview expenses)	1,000
 <i>Subtotal-Expenses (Not to Exceed)</i>	 <u>\$ 5,000</u>
<u>Total</u>	<u>\$30,000</u>

It is our policy and practice to submit monthly invoices for professional fees and expenses. We bill our professional fee in three (3) equal installments. The initial fee of \$8,333.33 will be rendered upon signing a letter agreement/contract. The second installment of \$8,333.33 is rendered after the delivery of our recruitment report. The final installment will be billed once the final candidates are interviewed. Consultant's fees **are not contingent** upon hiring a Fire Chief candidate, and consultant shall continue to recruit and present candidates until a suitable individual is selected and hired by the city. The billings will include reimbursable expenses on the assignment, as incurred. Authorized candidate travel will be billed directly to the city.

Should the employee leave voluntarily or be discharged for cause within a one-year period, we will conduct the search again for expenses only. Additionally, should your organization hire additional candidates referred by [*The Hawkins Company*](#) in conjunction with this assignment, a fee of \$10,000 per candidate will be charged.

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Executive Recruitment Search

FIRE CHIEF

City of Compton, CA



FIRE CHIEF

City of Compton, CA

June 28, 2016

VIA ELECTRONIC MAIL

Ms. Shawna Holmquist
Human Resources Department
City of Compton
205 S Willowbrook Ave
Compton, CA 90220

Dear Ms. Holmquist:

Alliance Resource Consulting is pleased to submit this proposal to assist the City of Compton in its efforts to recruit and screen candidates for the Fire Chief position. Enclosed is our proposal which outlines how we would partner with your organization to recruit the best individuals. It describes the steps we will take to accomplish the recruitment within your desired timeframe. If you desire some modification of the proposed work program, we would be pleased to discuss that with you.

Alliance Resource Consulting's corporate motto is "The Power of Partnership." We take this seriously and have built our reputation on providing services of the highest quality. Alliance Resource Consulting was formed in 2004 when our executive search consultants acquired the highly regarded executive search practice of one of the largest public sector consulting/government services companies in the United States. With the innovative use of technology and a commitment to forming enduring partnerships with our clients, Alliance Resource Consulting is committed to setting a new standard for the industry.

We do not have any potential conflicts of interest from past recruitments or relationships. We will be happy to answer any additional questions you may have. We look forward with great interest to working with you on this very important assignment.

Sincerely,



Sherrill Uyeda
Founding Partner



Cindy Krebs
Regional Director

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400 OCEANGATE, SUITE 480
LONG BEACH, CA 90802
TEL: (562) 901-0769 • FAX: (562) 901-3082

NORTHERN CALIFORNIA OFFICE

228 HAMILTON AVENUE, 3RD FLOOR
PALO ALTO, CALIFORNIA 94301
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FIRE CHIEF

City of Compton, CA

1 – OUR UNDERSTANDING

It is our understanding that the City of Compton wishes to engage an executive search firm to assist in the Fire Chief recruitment.

The Fire Chief plans, organizes, directs and administers the activities and operations of the Fire Department including prompt and efficient emergency services; fire suppression, EMS, effective fire prevention and environmental control; and community outreach and training in fire safety, and emergency management/disaster preparedness.

Alliance Resource Consulting prides itself on its commitment to customer service to both the client and the candidates.

2 – FIRM QUALIFICATIONS



2.1 Project Team

In 2004, Alliance Resource Consulting acquired the national executive recruiting practice of MAXIMUS. We are committed to providing our clients with the highest caliber of service in the industry. Our team of dedicated professionals utilizes custom-built state-of-the-art technology in conducting a search.

We are based out of Long Beach, California. We also have offices in Palo Alto, California; Tallahassee, Florida and Seattle, Washington.

Our current staffing is:

Sherrill Uyeda – Founding Partner
Cindy Krebs – Regional Director, Pacific Northwest
David McDonald – Regional Director, East Coast
Syldy Tom – Manager
Richard Kaplan – Research Consultant
Geoff Gambling – Research Consultant
Linda Kann – Special Projects and Graphics Manager

Sherrill Uyeda and Cindy Krebs will work on this recruitment. Biographies can be found in Appendix B and references can be found in Appendix C.

2.2 Our Experience

We believe we are exceptionally well qualified to assist you. We have extensive nationwide experience recruiting fire chiefs for government agencies and special districts and have helped to place excellent people in both small and large organizations.

FIRE CHIEF

City of Compton, CA

In the past years, we have completed the following recruitments:

- Fire Chief - City of San José, CA (2014)
- Fire Chief - City of Monterey Park, CA (2014)
- Fire Chief - Contra Costa County Fire Protection District, CA (2010 and 2013)
- Fire Chief - City of Huntington Beach, CA (2009)
- Fire Chief - Orange County Fire Authority, CA (2009)
- Assistant Fire Chief - City of San José, CA (2009)
- Deputy Fire Chief - City of San José, CA (2009)
- Fire Chief - City of Newport Beach, CA (2006)
- Fire Chief - City of Orange, CA (2006)
- Fire Chief - City of Santa Fe Springs, CA (2006)
- Fire Chief - City of Reno, NV (2005)

Our ability to carry out the work required by your agency is enhanced by our past experience in providing similar services to others, and we expect to continue such work in the future. It should be noted that all of the recruitments listed above were completed on time and within budget.

We will preserve the confidential nature of any information received from you or developed during our work on this recruitment in accordance with our established professional standards.

We assure you that we will devote our best efforts to carrying out the work required. The results obtained, our recommendations and any written material we provide will be our best judgment based on the information available to us.

2.3 Advantages of Our Firm

Relative to your present search requirements, we believe the principal advantages in using Alliance Resource Consulting which differentiate us from other firms are:

- Our track record of success in placing superior senior level executives in particularly sensitive and highly responsible/accountable positions.
- Our specialization in public sector executive search on a nationwide basis.
- Our extensive experience recruiting fire chiefs for government agencies and special districts.
- Our PROACTIVE recruitment of candidates who may not be seeking new employment and would not normally respond to routine advertising and highly qualified candidates who might be overlooked by traditional recruiting approaches.
- Our ability to develop and meet a recruitment timeline to fit your needs.
- The fact that we assign two professionals to each recruitment to ensure we are always available to quickly respond to your most pressing requirements.
- The quality of our work and the fact that most of our clients have retained our services on more than one engagement.
- Our proven ability to identify and recommend qualified female and minority candidates.
- The transparency of our recruitment process. We will provide you a client login to our recruiting system so you can see how things are progressing at any time. We will also prepare weekly updates for you throughout the peak of the recruiting process.
- Our reputation among clients and candidates for timely communication and documentation (e.g., acknowledgement of receipt of candidate application, client status reports, candidate interviews, client meetings and candidate feedback).

- The thoroughness of our documented reference, internet and background checks. We request very specific references from candidates and supplement our reports with information gathered from available information sources such as LexisNexis and public records. Our ability to enhance the recruitment process through stakeholder outreach, the use of online surveys, and targeted research.
- The fact that all of our graphics work is done in-house, saving our clients time and money.
- Our promise to conduct the recruitment at the cost proposed. We have never charged a client more than our proposed amount.

3 – RECRUITMENT METHODOLOGY & APPROACH

Alliance Resource Consulting believes that we are an extension of your organization. As such, we work within your expectations and guidelines. Our objective is to find the best qualified candidates. While notices in professional journals may be helpful, many of the best candidates must be sought out and their interest encouraged. Our general familiarity with the organization, knowledge of the field and our relationships with professional organizations make us well qualified to assist you.

Our clients have found that we are able to:

- Develop the appropriate specifications for a position.
- Encourage the interest of top-level people who would be reluctant to respond to advertisements.
- Preserve the confidentiality of inquiries, consistent with State public disclosure and open meeting laws.
- Save a considerable amount of time for client staff in developing and responding to candidates.
- Protect the confidentiality of the information discussed with or received from the client.
- Build consensus among those involved in the hiring process.
- Independently and objectively assess the qualifications and suitability of candidates for the particular position for which we are recruiting.
- Adhere to client's budget and schedule expectations.

If you desire to retain us for a full and thorough recruitment process, we will do the following for your recruitment:

3.1 Strategy Development

We will interview members of the Search Committee and other client contacts to obtain a detailed understanding of the position, key goals and challenges, and organizational culture. We will also discuss expectations regarding desirable training, experience and personal characteristics of candidates. In addition, should you request it, we will conduct/facilitate community outreach meetings and focus group discussions.

We also have experience creating and managing community surveys, should the organization want input from its constituents. We will also gather/review relevant information about the organization, such as budgets, organization and/or department goals, organization charts, etc.

Once our findings have been summarized, we will submit a Recruitment Profile with the desired qualifications and characteristics to you for approval. The Recruitment Profile that will be sent to potential candidates will include information about the organization, the job and the criteria established by you.

3.2 Active Recruitment

Once you have approved the Recruitment Profile, we will actively seek out individuals who meet your expectations. To achieve the best response, we will take a three-prong approach to attracting candidates:

1. **Direct Contact** – We will mail invitations and recruitment profiles to targeted individuals in comparable organizations at the appropriate level. These invitations will be followed up with direct phone calls to potential candidates to gauge interest.
2. **Internal “Job Alert”** – Over the past eleven years, we have developed an active database of over 20,000 candidates who are active in various public sector positions. We will send a new “job alert” to all our registered users in the Alliance Resource Consulting candidate application program. Prospective candidates will be contacted via e-mail with a link to the PDF version of the Recruitment Profile.
3. **Advertisements** – We will place job advertisements in the appropriate professional journals and on-line sites.

As a matter of corporate policy, we do not discriminate against any applicant for employment on the basis of race, religion, creed, age, color, marital status, sex, sexual preference, disabilities, medical condition, veteran status or national origin. A substantial percentage of the placements made by our firm have been minority or female candidates.

Frequent communication with our clients is a hallmark of our firm. While consultants will provide regular updates on the progress of your search, you will also be able to access up-to-date ‘real time’ information regarding your search from our secure website.

3.3 Candidate Evaluation

We will review, acknowledge and evaluate all resumes received. Candidate evaluation will begin with an analysis based upon criteria contained in the Recruitment Profile, information contained in the resumes submitted to us, and our knowledge of the people and organizations for which they work.

The next phase in candidate evaluation will focus on gaining additional information from the qualified group of candidates through written supplemental information questionnaires and other resources. Telephone interviews will be conducted with the most promising candidates to gain a better understanding of their backgrounds, qualifications and interest in the position.

3.4 Progress Report Meeting

After the resume deadline, we will submit to you a progress report of the leading candidates. This report will include summary resumes, supplemental information, and the original resumes of those candidates we believe to be best qualified for the position. Supplemental information on a candidate typically includes: the size of the organization for which the person works, reporting relationships, budget responsibility, the number of people supervised, related experience and reasons for interest in the position. Any other specific information will be dictated by the criteria set forth in the Recruitment Profile.

The purpose of our progress report is two-fold. It allows you an opportunity to review the candidates and choose those who you would like to invite to be interviewed for the position. It also allows us to receive feedback on the caliber of the candidates recruited. In addition, at this point we will have conducted preliminary background checks on each of the presented candidates. Of course, we are flexible and may consider other individuals as final candidates who are subsequently identified and were not included in the progress report.

3.5 Preliminary Interviews

We will interview (either in person or via video-conference) those candidates identified by you to be the leading candidates. We will conduct a preliminary interview with questions that focus on the selection criteria. Additionally, we will verify degrees and certifications and continue to gather information about the candidate's professional backgrounds.

3.6 Client Interviews & Interview Books

We will assist you in scheduling final candidates for interview with your organization, and will send the candidates packets of information which we obtain from you should you request it (e.g., information about the organization and the geographic area, budgets, etc.).

We will prepare final interview books for the selection panel. These books will include interviewing/selection tips, suggested interview questions, and rating forms for your use. Candidates will not be ranked, for we believe it will then be a matter of chemistry between you and the candidates.

We will also be on-site for the interview day(s). We will brief the interview panel at the start of the interviews and will facilitate the process throughout the day. After the last candidate interview, we will assist you in "debriefing" the interview panel members.

As part of our process in evaluating candidates, we make telephone reference checks. In conducting these references, it is our practice to speak directly with individuals who are, or have been, in a position to evaluate the candidate's performance on the job. To gain a well-rounded impression of the candidates, we speak with current and prior supervisors, peers and subordinates. These references and our evaluations provide you with a frank, objective appraisal of the candidates. Once we finalize references on the top one or two candidates and conduct credit/criminal/civil litigation/motor vehicle record checks through an outside service, we will provide you with a detailed candidate evaluation report.

3.7 Special Assistance

Our efforts do not conclude with presentation of the final report. We are committed to you until a successful placement is made. Services that are routinely provided include:

- Arranging the schedule of interviews and the associated logistics for final candidates.
- Advising on starting salary, fringe benefits, relocation trends and employment packages.
- Acting as a liaison between client and candidate in discussing offers and counter offers.
- Conducting a final round of reference checking with current employers (if not previously done for reasons of confidentiality).
- Notifying those candidates who were not recommended for interview of the decision. Following up with the client and the selected candidate once he/she has joined the organization to ensure a smooth transition.

4 – OUR CLIENT'S ROLE

The client has a very important role in the recruitment process. While we may identify and recommend qualified candidates, it is the client who must make the decision about which candidate to hire.

In order to insure that the best candidates are available from which to choose, our clients should be willing to do the following:

- Clearly inform us about matters relevant to the search that you wish to keep confidential (e.g., salary, personnel issues, and other privileged information).

- Supply us with the names of people you have previously interviewed/ considered for this position.
- Forward us copies of the resumes you receive, to avoid duplication of effort.
- Provide feedback to Alliance Resource Consulting regarding the information and recommendations provided by us.
- Promptly decide upon and follow up in scheduling interviews with the most promising candidates.
- Assist in providing information to candidates that will enable them to make their career decisions.
- Uphold confidentiality (while respecting relevant state laws about open disclosure) to protect the integrity of the recruitment process, as well as the candidate's involvement.

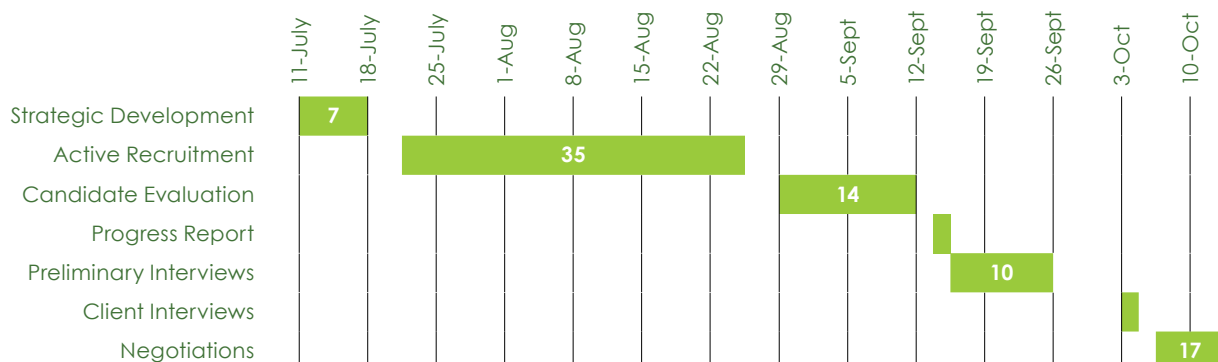
By doing the above, we will maximize the likelihood of mutual success.

Finally, please be reminded that the United States Immigration Reform and Control Act of 1986 requires that all employers verify an employee's eligibility to work in the United States. Since Alliance Resource Consulting cannot serve as your agent in this matter, your hiring process should include this verification procedure.

5 – PROJECTED TIMELINE

The following is a typical schedule to conduct a thorough recruitment. However, we would be pleased to modify this to meet your needs:

1st Week	Meet with the appropriate individuals to gather background information.
2nd - 3rd Week	Develop and obtain approval for the Recruitment Profile. Develop a list of potential candidates to target. Prepare and place advertisements, if desired.
4th - 9th Week	Active recruitment—solicit, receive and acknowledge resumes.
10th Week	Evaluate resumes and gather supplemental information. Submit progress report and meet with you to review leading candidates.
11th Week	Verify degrees and certifications and interview the best qualified candidates.
12th - 14th Week	Submit final report and initiate the interview process with you.
Following Interviews	Conduct references, credit/criminal/civil litigation/motor vehicle record checks, and assist with negotiations.



6 – ALLIANCE ADVANTAGES

6.1 Technology

Alliance Resource Consulting is the only firm to utilize a custom-built “online” client/candidate management system. This custom system allows candidates to input their resumes and cover letters on our website. (For candidates who wish to email or mail us a hard copy of their resume, we will input the information for them.) One of the benefits of our system is that it enables our client contact to check the latest applicant list in real-time.

One of our strengths is our use of social media to best market the recruitment. We have active accounts on LinkedIn, Twitter and Facebook. The use of social media allows us to contact our network and “followers” to alert them to our recruitment announcements, informational updates and reminders. It allows us to stay one step ahead of our competitors.

Alliance Resource Consulting is always searching for new ways technology can help us save our client’s money. One way we do this is by using Skype to interview out of town candidates. Our innovative ways have set us apart from our more traditional competitors.

6.2 Stakeholder Outreach

Our firm has used several methods, including stakeholder meetings, community forums and surveys, for stakeholder outreach in a number of previous recruitments. For example, for the previous City of San José City Manager recruitment, our consultants facilitated 13 community outreach meetings where citizens were invited to attend and express their opinions about what they were looking for in city manager candidates. For the City of Alexandria’s City Manager recruitment, we also met with special interest groups such as business leaders, Chamber of Commerce members and historic preservation groups.

During the recruitment of the City Administrator for the City of Huntington Beach (CA), the consultants met with each councilperson, each department head, conducted an open citizen forum and a forum for a group of stakeholders comprised of two citizens recommended by each councilperson. For the City Manager recruitment conducted for the City of Moreno Valley (CA), the consultants conducted a community panel as well. Our previous experience in stakeholder outreach makes our firm very qualified to conduct the meetings with the Mayor’s Office and City Council Members as well as facilitate multiple stakeholder outreach forums throughout the City that your request for proposal outlined.

Lastly, our firm has significant experience in creating community surveys should you wish to provide this option to your community. We have utilized surveys for many of our recruitments and can prepared them in different languages, if required. The surveys can be accessed on-line, or at our office and our client’s office.

6.3 Diversity Outreach

Striving for diversity in our recruitments is a hallmark of our firm. We use a variety of sources for outreach to various minority communities to ensure the desired diversity of our candidate pool. In addition to our personal contacts in various minority communities, we advertise our positions in publications that target minorities in government and further publicize the position through minority organizations such as Blacks in Government and the International Hispanic Network. To ensure a diverse pool, we also create a recruiting list of qualified candidates from communities that have a comparable level of diversity as our client’s community.

We have created lists for comparable diversity during recruitments for the City Manager for the City of Compton (CA), the City of Tigard (OR), the Assistant City Manager/Chief Operating Officer for the City of Ventura (CA), and

the Assistant City Manager for the City of Irvine, CA. The final pool for the City of Irvine included three women among the six finalists. We also collect Equal Employment Opportunity (EEO) information on our candidate pool. This information is accessible to our clients in real time on our company website.

6.4 Weekly Client Updates

Our consultants provide our client contacts written recruitment updates on a weekly basis. These updates include work done that was completed during the week and what we expect to work on the following week.

7 – RECRUITMENT COSTS

We propose a fixed fee of \$30,000 for the work outlined above, which includes up to three on-site meetings: one to develop the Recruitment Profile, one to present our Progress Report, and one to attend the first round of candidate interviews. If additional on-site meetings are required, a budget increase of \$1,500 per meeting will be added to the professional fee. Please note that this amount does not include reimbursement of candidates who travel to be interviewed by you. Unless you notify us to the contrary, we will assume that you will handle these reimbursements directly.

Our fee will be split among four equal invoices. All invoices are due and payable upon receipt. We do NOT base our fees on a percentage of the position's salary.

Our billing schedule on a retained fee (and based not on an hourly rate) is as follows:

1st Billing	Due after Start Meeting	First Phase	\$7,500
2nd Billing	Due upon our submittal of a draft recruitment profile	Second Phase	\$7,500
3rd Billing	Due after we meet and submit our Progress Report to you	Third Phase	\$7,500
4th Billing	Due after the client conducts interviews with finalists	Fourth Phase	\$7,500

Please note that this is a standard billing schedule and can be modified as requested.

You may discontinue this assignment at any time by written notification. In the unlikely event that this occurs, you will be billed for all expenses incurred to the date of the cancellation, and for professional fees based upon the time elapsed from the commencement of the assignment to the date of cancellation. If a cancellation occurs within the first 30 days of the assignment, following either verbal or written authorization to proceed, one-third of the professional fee will be due. If a cancellation occurs thereafter, the fee beyond the first one-third will be prorated based upon the number of calendar days which have elapsed. If a cancellation occurs after 90 days, all professional fees will be due in full.

Guarantee

We are committed to working with you until a placement is made. However, if the selected candidate (recommended by us for hire, and excluding internal candidates) should be terminated within one year from the date of hire, we will re-do the search for no additional professional fee. Naturally, we would expect to be reimbursed for any expenses that might be incurred.

8 – ALLIANCE SUMMARY

Thank you for reviewing our proposal. Should you decide to retain Alliance Resource Consulting for your executive search needs, we will do the following:

- Partner with you and act as an extension of your organization.
- Define a recruitment strategy and timeline, develop a recruitment profile and attract/research prospective candidates.
- Conduct a multi-layered candidate screening analysis on the applicants.
- Communicate frequently and on-time with both the client and candidates.
- Allow client contacts to access the recruitment database in real time from remote sites.

Our firm's motto is "the Power of Partnership" and we are committed to adding value to your organization's goals and mission. We bring an ethical, transparent and well-documented recruitment process to all our clients.

9 – CONTACT INFORMATION

Sherrill Uyeda

Office: (562) 901-0769 x331

Fax: (562) 901-3082

Cell Phone: (310) 592-8847

E-mail: suyeda@alliancerc.com

Skype: sherrill.uyeda.marquardt

Cindy Krebs

Office: (562) 901-0769 x336

Fax: (562) 901-3082

Cell Phone: (949) 212-2461

E-mail: ckrebs@alliancerc.com

Skype: cindyk_arc

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 Alliance Resource Consulting LLC



FIRE CHIEF

City of Compton, CA

APPENDIX—A

Fire Safety Searches Conducted by Alliance Resource Consulting

FIRE/EMERGENCY MEDICAL SERVICES

Contra Costa County, CA	Fire Chief
Huntington Beach, CA, City of	Fire Chief
Monterey Park, CA, City of	Fire Chief
Orange, CA, City of	Fire Chief
Orange County Fire Authority, CA	Fire Chief
Reno, NV, City of	Fire Chief
San Jose, CA, City of	Assistant Fire Chief
San Jose, CA, City of	Deputy Fire Chief
San Jose, CA, City of	Fire Chief
Santa Fe Springs, CA, City of	Fire Chief
Soledad, CA, City of	Fire Chief
Washoe County, NV	Fire Chief

APPENDIX–B BIOGRAPHIES

Sherrill A. Uyeda – Founding Partner

Sherrill Uyeda has over fifteen years of public sector executive search experience. She began her career in executive search in 1998 with Norman Roberts & Associates, Inc. From 1999 to 2004, Ms. Uyeda was an executive search consultant with MAXIMUS, a leading government consulting firm which assists state, federal and local governments. In 2004, along with Eric J. Middleton, she founded Alliance Resource Consulting LLC.

Since 2007, Ms. Uyeda has been instrumental in expanding the organization's presence to include regional offices in Palo Alto (CA), Tampa (FL) and Seattle (WA). She fosters an environment of frequent communication to both clients and candidates and transparent and ethical recruitments on a timely basis. Her leadership and collaborative skills have led to an impressive hiring and retention rate.

Ms. Uyeda's track record of recruiting high-profile government executives across the nation in various industries include: city and county management, transportation, utilities, human resources, library services, building and planning, economic development and pension and retirement systems. Past clients for nationwide recruitments have included the City/County of San Francisco (CA), the County of Los Angeles (CA), Arlington County (VA), Broward County (FL), the City of Atlanta (GA), the City of Alexandria (VA), the City of Boston (MA), the City of Dallas (TX), and the City of San José (CA). Past retirement systems, she has recruited for are: Contra Costa County Employees Retirement Association, Fresno County Employees Retirement Association, Kern County Employees Retirement Association, Marin County Employees Retirement Association, Santa Barbara County Employees Retirement System, and Sonoma County Employees Retirement Association.

Additional areas of expertise include: facilitating community forums and outreach meetings, conducting multi-lingual citizen surveys and compensation and benefits negotiations.

Ms. Uyeda graduated from the University of Southern California, with both a Bachelor of Arts degree in Communication Arts and Sciences and a Master of Public Administration degree. She is a member of the Society for Human Resources Management.

Cindy Krebs – Regional Director

Cindy Krebs joined Alliance Resource Consulting in 2012 after serving more than 25 years as a high level manager and principal consultant for local governments, regional agencies and special districts. The experience she gained while working in the public sector gives Ms. Krebs a unique understanding of the complexities associated with public service careers as well as a strong appreciation for people who choose to dedicate themselves to improving the communities they serve. Ms. Krebs is highly adept at working with executive management teams, Board members, and community/special interest group and has managed several high profile recruitments for Alliance.

Ms. Krebs graduated from Baker University with Bachelor of Art degrees in both Communications and Spanish. She is also a graduate of CORO's Orange County Leadership program. Ms. Krebs is fluent in Spanish and proficient in French and Italian.



FIRE CHIEF

City of Compton, CA

APPENDIX—C REFERENCES

City of San Jose, CA

Name: Alex Gurza

Title: Assistant City Manager

Phone #: (408) 535-8155

Contra Costa County, CA

Name: Julie Enea

Title: Senior Deputy County Administrator

Phone #: (925) 335-1077

City of Long Beach, CA

Name: Pat West

Title: City Manager

Phone #: (562) 570-6919



**A PROPOSAL TO CONDUCT AN EXECUTIVE
RECRUITMENT FOR A
Fire Chief
ON BEHALF OF THE
City of Compton**

1544 Eureka Road, Suite 280
Roseville, CA 95661
(916) 784-9080
(916) 784-1985 fax

June 28, 2016

Mr. Roger L. Haley, City Manager
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Via email only to: contactcm@comptoncity.org; sholmquist@comptoncity.org

Dear Mr. Haley:

Thank you for inviting Bob Murray & Associates to submit a proposal to conduct the Fire Chief recruitment for the City of Compton. The following proposal details our qualifications and describes our process of identifying, recruiting and screening outstanding candidates on your behalf. It also includes a proposed budget, timeline, and sample recruitment brochure.

At Bob Murray & Associates, we pride ourselves on providing quality service to local governments. We have created a recruitment process that combines our ability to help you to determine the direction of the search and the types of candidates you seek with our experience recruiting outstanding candidates who are not necessarily looking for a job. Our proven expertise ensures that the candidates we present for your consideration will match the criteria you have established and will be outstanding in their field.

With respect to the Fire Chief recruitment, Bob Murray & Associates offers the following expertise:

- Our firm has an unmatched record of success in recruiting local government professionals including those in the fire service. We are currently conducting the Fire Chief recruitment for the Stanislaus Consolidated Fire Protection District. We most recently completed Fire Chief recruitments on behalf of the California cities of Cathedral City; Encinitas, Del Mar, and Solana Beach; Garden Grove; Hollister; Lodi; Marina; Palm Springs; Piedmont; Roseville; Salinas; Tracy; and Vacaville; the Chino Valley Independent Fire District and the Arcata Fire Protection District, CA; as well as the Deputy Fire Chief recruitments on behalf of the City of Vacaville, CA, the Southern Marin Fire District, and Spokane Valley Fire Department, WA. For a complete account of our previous Fire Chief recruitments, we invite you to review the Client List included in this proposal package. Our extensive contacts and knowledge of outstanding candidates will ensure you have a quality group of finalists from which to select the City of Compton's next Fire Chief.
- Bob Murray & Associates is familiar with Los Angeles County and the surrounding region. We are currently conducting the Development Services Director recruitment on behalf of the City of Alhambra; the Assistant Community Services Director and Director of Public Works and Transportation recruitments on behalf of Beverly Hills; the City Administrator on behalf of the City of Commerce; the City Controller recruitment on behalf

of the City of Inglewood; and the Risk Manager and the Environmental Services Bureau Manager recruitments on behalf of Long Beach. We recently completed recruitments on behalf of the Cities of Arcadia, Azusa, Bell, Commerce, El Monte, Inglewood, Los Angeles, Manhattan Beach, Monrovia, Monterey Park, Pico Rivera, Pomona, Rancho Palos Verdes, Redondo Beach, Rosemead, San Fernando, Southgate, Temple City, Vernon, and West Hollywood. We also recently completed the Chief Financial Officer search on behalf of People Assisting the Homeless (PATH) and the Police Chief recruitment on behalf of California State Polytechnic University, Pomona. Our knowledge of the region, its issues, and its outstanding quality of life will be an asset in presenting this opportunity to prospective candidates.

A significant portion of our process focuses on conducting thorough and confidential background investigations of the top 2-3 candidates to ensure that nothing about them is left undiscovered. We have candid discussions with references who have insight into the candidate's experience, style and ethics; conduct a search of newspaper articles; and run credit, criminal and civil records reports. This ensures that the chosen candidate will not only be an excellent fit with the City of Compton, but also that the selected candidate will reflect positively upon your organization.

To learn first-hand of the quality of our service and our recruitment successes, we invite you to contact the references listed on page 10 of the attached proposal.

We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080 should you have any questions.

Sincerely,



Valerie Gaeta Phillips
President, Bob Murray & Associates

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THE RECRUITMENT PROCESS

Bob Murray & Associates' unique and client oriented approach to executive search will ensure that the City of Compton has quality candidates from which to select the new Fire Chief. Outlined below are the key steps in our recruitment process.

STEP 1 DEVELOPING THE CANDIDATE PROFILE

Our understanding of the City of Compton's needs will be key to a successful search. We will work with the City Manager, as well as other stakeholders identified by the City such as Fire Department personnel, to learn as much as possible about the organization's expectations for a new Fire Chief. We want to learn the values and culture of the organization, as well as understand the current issues, challenges and opportunities that face the City of Compton. We also want to know the City Manager's expectations regarding the knowledge, skills and abilities sought in the ideal candidate and will work with the City to identify expectations regarding education and experience. Additionally, we want to discuss expectations regarding compensation and other items necessary to complete the successful appointment of the ideal candidate. The profile we develop together at this stage will drive subsequent recruitment efforts.

STEP 2 ADVERTISING CAMPAIGN AND RECRUITMENT BROCHURE

After gaining an understanding of the City of Compton's needs, we will design an effective advertising campaign appropriate for the Fire Chief recruitment. We will focus on professional journals that are specifically suited to the Fire Chief search. We will also develop a professional recruitment brochure on the City Manager's behalf that will discuss the community, organization, position and compensation in detail. Once completed, we will mail the profile to an extensive audience, making them aware of the exciting opportunity with the City of Compton.

STEP 3 RECRUITING CANDIDATES

After cross-referencing the profile of the ideal candidate with our database and contacts in the field, we will conduct an aggressive outreach effort, including making personal calls to prospective applicants, designed to identify and recruit outstanding candidates. We recognize that the best candidate is often not looking for a new job and this is the person we actively seek to convince to become a candidate. Aggressively marketing the Fire Chief position to prospective candidates will be essential to the success of the search.

STEP 4 SCREENING CANDIDATES

Following the closing date for the recruitment, we will screen the resumes we have received. We will use the criteria established in our initial meetings as a basis upon which to narrow the field of candidates.

STEP 5 PERSONAL INTERVIEWS

We will conduct personal interviews with the top 10 to 12 candidates with the goal of determining which candidates have the greatest potential to succeed in your organization. During the interviews we will explore each candidate's background and experience as it relates to the Fire Chief position. In addition, we will discuss the candidate's motivation for applying for the position and make an assessment of his/her knowledge, skills and abilities. We will devote specific attention to establishing the likelihood of the candidate's acceptance of the position if an offer of employment is made.

STEP 6 PUBLIC RECORD SEARCH

Following the interviews, we will conduct a review of published articles for each recommended candidate. Various sources will be consulted including Lexis-Nexis™, a newspaper/magazine search engine, Google, and social media. This alerts us to any further detailed inquiries we may need to make at this time.

STEP 7 RECOMMENDATION

Based on the information gathered through meetings with your organization and personal interviews with candidates, we will recommend a limited number of candidates for your further consideration. We will prepare a detailed written report on each candidate that focuses on the results of our interviews and public record searches. We will make specific recommendations, but the final determination of those to be considered will be up to you.

STEP 8 FINAL INTERVIEWS

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will adopt an approach that fits your needs, whether it is a traditional interview, multiple interview panel or assessment center process. We will provide you with suggested interview questions and rating forms and will be present at the interview/assessment center to facilitate the process. Our expertise lies in facilitating the discussion that can bring about a consensus regarding the final candidates.

We will work closely with your staff to coordinate and schedule interviews and candidate travel. Our goal is to ensure that each candidate has a very positive experience, as the manner in which the entire process is conducted will have an effect on the candidates' perception of your organization.

STEP 9 BACKGROUND CHECKS/DETAILED REFERENCE CHECKS

Based on final interviews we will conduct credit, criminal, civil litigation and motor vehicle record checks for the top one to three candidates. In addition, those candidates will be the subjects of detailed, confidential reference checks. In order to gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. We will ask candidates to forward the names of their supervisors, subordinates and peers for the past several years. Additionally, we make a point of speaking confidentially to individuals who we know have insight into a candidate's abilities, but who may not be on their preferred list of contacts. At this stage in the recruitment we will also verify candidates' degrees.

STEP 10 NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. We know what other organizations have done to put deals together with great candidates and will be available to advise you regarding current approaches to difficult issues such as housing and relocation. We will represent your interests and advise you regarding salary, benefits and employment agreements with the goal of putting together a deal that results in the appointment of your chosen candidate. Most often we can turn a very difficult aspect of the recruitment into one that is viewed positively by both you and the candidate.

STEP 11 COMPLETE ADMINISTRATIVE ASSISTANCE

Throughout the recruitment we will provide the City Manager with updates on the status of the search. We will also take care of all administrative details on your behalf. Candidates will receive personal letters advising them of their status at each critical point in the recruitment. In addition, we will respond to inquiries about the status of their candidacy within twenty-four hours. Every administrative detail will receive our attention. Often, candidates judge our clients based on how well these details are handled.

BUDGET AND TIMING

PROFESSIONAL FEE AND EXPENSES

The consulting fee for conducting the Fire Chief recruitment on behalf of the City of Compton is \$17,500 plus expenses. Services provided for in the fee consist of all steps outlined in this proposal including three (3) days of meetings on site. The City of Compton will be responsible for reimbursing expenses Bob Murray & Associates incurs on your behalf. We estimate expenses for this project not to exceed \$7,500. Reimbursable expenses include such items as the cost of recruiter travel; clerical support; brochure development; express mail delivery; placement of ads; credit, criminal and civil background checks; education verification; and public records searches. Postage, printing, photocopying, and telephone charges are allocated costs and included in the expense estimate.

TIMING

We are prepared to start work on this assignment immediately and anticipate that we will be prepared to make our recommendation regarding finalists within seventy-five to ninety days from the start of the search.

Task:	Week:
Contract Start Date:	TBD
Initial Meeting(s):	1 week from contract start date
Our firm develops recruitment brochure:	2 weeks from contract start date
City approves brochure:	4 weeks from contract start date
Job advertising and candidate sourcing:	8 weeks from contract start date
Our firm reviews application packets:	9 weeks from contract start date
Our firm conducts screening process:	10 weeks from contract start date
City approves candidates:	12 weeks from contract start date
City’s interview panel convenes:	13 weeks from contract start date
Reference/Background Checks:	14 weeks from contract start date
Second Interviews by City, if necessary:	15 weeks from contract start date
Offer of Employment:	16 weeks from contract start date

PROFESSIONAL QUALIFICATIONS

BOB MURRAY, FOUNDER

Mr. Murray brings over 30 years' experience as a recruiter. Mr. Murray is recognized as one of the nation's leading recruiters. He has conducted hundreds of searches for cities, counties, and special districts. He has been called on to conduct searches for some of the largest most complex organizations in the country and some of the smallest. Mr. Murray has conducted searches for chief executives, department heads, professional and technical positions. Mr. Murray has taken the lead on the firm's most difficult assignments with great success. His clients have retained him again and again given the quality of his work and success in finding candidates for difficult to fill positions.

Prior to creating Bob Murray & Associates, Mr. Murray directed the search practice for the largest search company serving local government in the country. Mr. Murray has worked in local government and benefits from the knowledge of having led an organization. Prior to his career in executive search he served as the City Manager for the City of Olympia, Washington. He has also served as an Assistant City Manager and held various positions in law enforcement.

Mr. Murray received his Bachelor of Science Degree in Criminology from the University of California at Berkeley with graduate studies in Public Administration at California State University at Hayward.

VALERIE GAETA PHILLIPS, PRESIDENT

Ms. Gaeta Phillips has over 18 years of recruiting experience, including more than a decade of recent experience in executive search for public, private, and startup companies nationwide. Ms. Gaeta Phillips has expertise in the full recruiting cycle, from process design and outreach through candidate assessment and selection. She has placed senior-level candidates in various aspects of the public sector, as well as with special districts and nonprofits.

Ms. Gaeta Phillips is valued for her passion for finding and retaining the most outstanding candidates for even the most difficult or untraditional assignments and for her commitment to her clients' success. Ms. Gaeta Phillips has a passion for helping people, evidenced by her fundraising and efforts to raise awareness for organizations such as Autism Speaks and the M.I.N.D. Institute.

GARY PHILLIPS, EXECUTIVE VICE PRESIDENT

Mr. Phillips started his career with a New York based Fortune 100 company and quickly became a Senior Manager building and running a large customer service organization in New York and eventually in thirteen countries in Europe. He also served as a Director with a large Fortune 500 company and was responsible for developing and maintaining new and existing clients in Europe, Asia, and Australia. He then became Senior Vice President with a public enterprise software company. Some of his successes include building an organization from 2 to 250 people worldwide; acquiring 5 companies in two years; and growing a company from 800 to 1200 employees.

Mr. Phillips was part of an executive acquisition and recruiting team where he helped build a start-up enterprise software company in San Francisco. He recruited top notch talent, and built a world class organization. The company was eventually sold to a Fortune 500 software company.

Mr. Phillips has maintained customer relationships in the public sector, private sector, as well as medical, and financial institutions. He prides himself on finding key talent and offering the best customer service to his clients.

Mr. Phillips is involved in his community as a soccer coach and as an organizer of fundraisers for Autism Speaks in Sacramento. Mr. Phillips received his Associate of Science degree, as well as completed coursework at Rochester Institute of Technology, NY.

REGAN WILLIAMS, SENIOR VICE PRESIDENT

Mr. Williams brings 30 years of local government experience to Bob Murray & Associates and has over 15 years of experience in executive recruitments with our firm. Prior to joining Bob Murray & Associates, Mr. Williams served as Director of Public Safety with the City of Sunnyvale, CA. Mr. Williams was involved in the development of some of Sunnyvale's most innovative public safety programs and has a national reputation for excellence in law enforcement, as well as in law enforcement executive recruiting. He has been responsible for over 300 recruitments throughout his career; clients find his insight and expertise in recruitment and selection a valuable asset.

Mr. Williams received his Bachelor of Science Degree in Administration of Justice from San Jose State University. He is also a graduate of the FBI National Academy.

JOEL BRYDEN, VICE PRESIDENT

Mr. Bryden has over 30 years of local government experience that he brings to the firm, having retired as Chief of Police in Walnut Creek, CA prior to joining our firm. Throughout his career, Mr. Bryden has been involved in public sector consulting. He has vast experience in hiring and promotional processes, as well as interviewing candidates for advancement in all aspects of local government. Mr. Bryden has a solid reputation as a leader in the public sector. His ability to find and evaluate outstanding applicants for our clients is invaluable in the search process.

Mr. Bryden is a graduate of the FBI National Academy and obtained his Bachelor of Arts Degree in Communication from San Diego State University.

FRED FREEMAN, VICE PRESIDENT

Mr. Freeman brings over 24 years of local government experience to Bob Murray & Associates, with 11 years in the recruitment field. Mr. Freeman is a retired Chief of Police and has served as an elected official in local government. He has vetted hundreds of local governmental officials in the pre-employment process and conducted recruitments for positions in all sectors of public agency employment.

In addition to his career in the law enforcement field, Mr. Freeman served as the Mayor and the Mayor Pro-Tem for the Los Alamitos City Council. Mr. Freeman has been a member of the Public Safety Policy Committee - California League of Cities; the Orange County Fire Authority Board of Directors; and the Orange Line Development Authority as the Vice-Chair. His unique perspective and experience, as both a member of executive city staff and as an elected official, provides exceptional results for our clients.

Mr. Freeman is a graduate of the FBI National Academy and received his Teaching Credential from the University of California Los Angeles.

AMBER SMITH, PRINCIPAL CONSULTANT

As Principal Consultant with Bob Murray & Associates, Ms. Smith acts as a liaison between clients and candidates from beginning to end of each recruitment process. She is responsible for the development and distribution of position recruitment and advertising materials, client research, reference and background checks, responding to requests for proposals, and providing a broad range of support services for the recruiting team.

Ms. Smith brings over 5 years of client-oriented customer service, administrative, and management experience to Bob Murray & Associates. She is committed to working as a partner with clients and candidates in order to provide a quality service and experience.

Ms. Smith received her Bachelor of Arts degree in Business Administration from La Sierra University, Riverside, California.

SARAH KENNEY, SENIOR CONSULTANT

As a Senior Consultant with Bob Murray & Associates, Ms. Kenney acts as a liaison among clients, recruiters, and candidates from beginning to end of each recruitment process. She is responsible for the development and distribution of position recruitment and advertising materials, client and candidate research, reference and background checks, responding to requests for proposals, and providing a broad range of support services for the recruiting team.

Ms. Kenney joined our firm in 2010 with over a decade of professional, managerial, and customer service experience. Our clients appreciate her thorough and accurate work, responsiveness, and support throughout the search process.

Ms. Kenney received her Bachelor of Science degree in Communicative Disorders and Deaf Education from Utah State University and her Bachelor of Arts degree in Psychology from the University of California at Davis.

ADAM CARP, OFFICE COORDINATOR

Mr. Adam Carp is the Office Coordinator at Bob Murray & Associates. He is the first point of contact at Bob Murray & Associates and has years of administrative experience. Mr. Carp actively contributes to Bob Murray and Associates' goal of providing exceptional customer service through close coordination and follow through with our clients and candidates alike.

Mr. Carp received his Bachelor of Arts degree in Spanish from the University of California, Los Angeles.

REFERENCES

Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted searches are listed below.

CLIENT: City of Palm Springs, CA
POSITION: Fire Chief
REFERENCE: Dr. David Ready, City Manager, (760) 323-8207; or Mr. Perry Madison, Human Resources Director, (760) 323-8215

CLIENT: City of Cathedral City, CA
POSITION: Fire Chief
REFERENCE: City Manager Charles McClendon, (760) 770-0372

CLIENT: City of Garden Grove, CA
POSITION: Fire Chief
REFERENCE: Ms. Jany Lee, Human Resources Manager, (714) 741-5002

CLIENT: City of Roseville, CA
POSITION: Fire Chief
REFERENCE: Mayor Carol Garcia, (916) 752-6185

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Human Resources

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER WITH THE HAWKINS COMPANY TO CONDUCT THE EXECUTIVE RECRUITMENT FOR CITY CONTROLLER AND FIRE CHIEF (\$55,000)

Shawna Holmquist
DEPARTMENT MANAGER’S SIGNATURE

8/24/2016 4:52:38 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

8/29/2016 4:51:14 PM
DATE

Barbara Rumbaoa
CITY CONTROLLER

8/26/2016 4:30:34 PM
DATE

Jerry Groomes
CITY MANAGER

8/25/2016 8:42:31 PM
DATE

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

September 6, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: GLEN W. C. KAU, P.E., DIRECTOR
PUBLIC WORKS DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A
PURCHASE ORDER TO VENDORS LISTED IN "APPENDIX A" FOR
THE PROCUREMENT OF MECHANIC SHOP MATERIALS/SUPPLIES
FOR THE PUBLIC WORKS DEPARTMENT (\$112,500)**

SUMMARY

This resolution authorizes the Interim City Manager to issue purchases orders to vendors who are commonly used for mechanic shop materials/supplies by the Public Works Department Fleet Division.

BACKGROUND

The Public Works Department, Fleet Division maintains all City-owned fleet vehicles and equipment. The Division frequently procures mechanic shop supplies and/or materials that are needed to ensure proper and safe operation of the City's fleet of vehicles and equipment for its activities.

STATEMENT OF THE ISSUE

In prior years, these procurements were done by individual purchase orders or resolutions. However, due to the nature of daily operations, it is essential that funds are appropriated for the vendors listed in "Appendix A" to provide for various and unforeseen circumstances relating to City-owned vehicles and equipment that is handled by Fleet Division of Public Works. The vendor appropriations listed will cover necessary expenses needed for Fiscal Year 2016-2017 in the amount of \$112,500.

FINANCIAL IMPACT

Funds for Fiscal Year 2016-2017 in the amount of \$112,500 are in the Public Works Department's 2016-2017 Fiscal Year approved budget and will not exceed One Hundred Twelve Thousand Five Hundred Dollars (\$112,500). Appropriate funding is available in Account Number 6000-720-000-4262.

#10.

Vendor List – Fleet Division
Staff Report
Page 2 of 2

ALTERNATIVE

There are no viable alternatives.

RECOMMENDATION

Staff recommends the adoption of the attached Resolution.

**GLEN W.C., P.E., DIRECTOR
PUBLIC WORKS DEPARTMENT**

APPROVED FOR FORWARDING:

**JEROME G. GROOMES
INTERIM CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A PURCHASE
ORDER TO VENDORS LISTED IN “APPENDIX A” FOR THE
PROCUREMENT OF MECHANIC SHOP MATERIALS/SUPPLIES FOR THE
PUBLIC WORKS DEPARTMENT (\$112,500)**

WHEREAS, the Public Works Department Fleet Division maintains all City fleet vehicles and equipment; and

WHEREAS, the Department frequently procures mechanic shop supplies and/or materials that are needed to ensure effective performance of City vehicles and City owned equipment for City business; and

WHEREAS, in prior years, these procurements were done by individual purchase orders or resolutions; and

WHEREAS, due to the daily operations, it is important that funds are appropriated for the listed vendors in “Appendix A” to cover various and unforeseen circumstances relating to City owned vehicles and equipment handled by the Fleet Division of Public Works; and

WHEREAS, the vendor appropriations listed will cover necessary expenses needed for Fiscal Year 2016-2017 in the amount of \$112,500; and

WHEREAS, the funds for Fiscal Year 2016-2017 in the amount of \$112,500 are in the Public Works Utilities Department’s 2016-2017 Fiscal Year approved budget and will not exceed One Hundred Twelve Thousand Five Hundred Dollars (\$112,500). Appropriate funding is available in Account Number 6000-720-000-4262; and

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

SECTION 1. That the Interim City Manager is authorized to issue purchase orders to the vendors listed in “Appendix A” in the total amount of \$112,500.00.

SECTION 2. That funds for these expenditures are available in the Public Works Department’s 2016-2017 Fiscal Year budget in Account Number 6000-720-000-4262.

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

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

ADOPTED this ____ day of _____, 2016.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

APPENDIX A
FLEET VENDOR LIST
PUBLIC WORKS MUNICIPAL UTILITIES

VENDOR	FUND	AMOUNT	ACCOUNT NO	DESCRIPTION
Alameda Tires	Equipment Rental	\$ 20,000.00	6000-720-000-4262	Purchase of tires, maintenance and equipment for City fleet
Altec	Equipment Rental	\$ 5,000.00	6000-720-000-4262	To repair large vehicles
Compton Auto Center	Equipment Rental	\$ 5,000.00	6000-720-000-4262	For mechanic for City's fleet
Glenn Thomas Dodge	Equipment Rental	\$ 5,000.00	6000-720-000-4262	Purchase of auto parts used for city fleet and repairs
Harbor Chevrolet	Equipment Rental	\$ 5,000.00	6000-720-000-4262	Purchase of auto parts used for City fleet and repairs
Long Beach Lincoln Mercury	Equipment Rental	\$ 5,000.00	6000-720-000-4262	Purchase of auto parts used for city fleet and repairs
Louis Tires	Equipment Rental	\$ 20,000.00	6000-720-000-4262	Purchase of tires, maintenance and equipment for City fleet
Reillys	Equipment Rental	\$ 20,000.00	6000-720-000-4262	Purchase for auto parts for City fleet
Ray Auto	Equipment Rental	\$ 10,000.00	6000-720-000-4262	For electrical repairs on City fleet
Sonsray	Equipment Rental	\$ 2,500.00	6000-720-000-4262	To repair big machinery on City fleet
Worthington Ford	Equipment Rental	\$ 10,000.00	6000-720-000-4262	Purchase of auto parts used for city fleet and repairs
Yamada	Equipment Rental	\$ 5,000.00	6000-720-000-4262	to repair and purchase parts of lawn equipment
GRAND TOTAL		112,500.00		

**APPENDIX A
FLEET VENDOR LIST
PUBLIC WORKS MUNICIPAL UTILITIES**

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A PURCHASE ORDER TO VENDORS LISTED IN “APPENDIX A” FOR THE PROCUREMENT OF MECHANIC SHOP MATERIALS/SUPPLIES FOR THE PUBLIC WORKS DEPARTMENT (\$112,500)

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

7/25/2016 10:33:22 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

8/31/2016 3:32:22 PM
DATE

Barbara Rumbaoa
CITY CONTROLLER

8/31/2016 2:51:14 PM
DATE

Jerry Groomes
CITY MANAGER

8/31/2016 12:00:13 PM
DATE

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

September 6, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO WM
CURBSIDE, LLC FOR ADMINISTRATION OF THE USED OIL
RECYCLING BLOCK GRANT PROGRAM FOR FISCAL YEAR 2016-
2017 (\$27,254)**

SUMMARY

This resolution recommends that the City Council authorize the Interim City Manager to enter into an agreement with WM Curbside, LLC for the administration of the State of California Used Oil Recycling Block Grant Program for the City of Compton and collection of used oil and filters for Fiscal Year 2016-2017 and issue a purchase order in the amount of \$27,254.00 (Twenty-Seven Thousand, Two Hundred and Fifty-Four Dollars).

BACKGROUND

The California Oil Recycling Enhancement Act ("CalRecycle") provides funds to cities and counties for establishing and maintaining local used oil collection programs that encourage recycling or appropriated disposal of used oil and filters. The Act requires that a certified vendor administer the program. WM Curbside, LLC, the City's current vendor authorized by CalRecycle, is a certified hazard waste collector and the only certified door-to-door collector for the Los Angeles Area.

The proposed program will be available to all City residents. WM Curbside, LLC will continue the City's existing Used Oil Management Program comprised of the following five elements:

1. Collection of used oil directly from homes;
2. Door-to-door collection;
3. Collection of used oil by certified Used Oil Collection Centers;
4. Hotline system for public education program to support the two major collection efforts; and
5. Used oil filters collections.

WM Curbside, LLC will also be responsible for all site visits to the City's certified collection center, along with completing all public education, and program tracking and monitoring. These funds will be used to improve our outreach to shade-tree mechanics,

#11.

Staff Report – Resolution Authorizing Contract
WM Curbside, LLC/Used Oil Program
September 6, 2016, page 2

along with educational flyers, local ads, and mailers to the citizens, and residents of the City, along with door-to-door collections. The residents will be able to setup collection via phone or internet.

ALTERNATIVE

None suggested. The Act requires that only certified vendors administer the program. WM Curbside, LLC is a certified hazardous waste collector and the only certified door-to-door collector in the South Bay area for CalRecycle.

FINANCIAL IMPACT

The cost of the program will be paid through CalRecycle's California Oil Grant Payment Program 7.

<u>GRANT</u>	<u>ACCOUNT #</u>	<u>AMOUNT</u>
OPP7	2672-900-002-4249	\$ 27,254.00

RECOMMENDATION

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

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

APPROVED FOR FORWARDING:

JEROME G. GROOMES
INTERIM CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN
AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO WM CURBSIDE,
LLC FOR ADMINISTRATION OF THE USED OIL RECYCLING BLOCK
GRANT PROGRAM FOR FISCAL YEAR 2016-2017 (\$27,254)**

WHEREAS, the California Oil Recycling Enhancement Act (“CalRecycle”) provides funds to cities and counties for establishing and maintaining local used oil collection programs that encourage recycling or appropriate disposal of used oil; and

WHEREAS, the Act requires that certified vendors administer the program and WM Curbside, LLC is a certified hazardous collector and the only certified door-to-door collector for the South Bay area for CalRecycle; and

WHEREAS, WM Curbside, LLC will manage the door-to-door collection of used motor oil, oil filters, and all metal and or plastic containers that have or have held used oil directly from homes; door-to-door collection; collection of used oil by certified used oil collection centers; and hotline systems for public education; and

WHEREAS, the cost of this program will be funded through California Used Oil Payment Grant Program 7 and the grant funds have been appropriated in the Water Utility Division of the Public Works/Municipal Utilities Department’s 2016-2017 Fiscal Year Budget in Account No. 2672-900-002-4249.

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

SECTION 1. That the Interim City Manager, upon the advice and approval of the City Attorney is hereby authorized to enter into an agreement with WM Curbside, LLC to administer the State of California Used Oil Recycling Block Grant Program and provide used oil collection services for the City of Compton for Fiscal Year 2016-2017 (July 1, 2016 through June 30, 2017).

SECTION 2. That the cost of the program will be paid through California Oil Payment Program 7 (“OPP7”) in the amount of \$27,254.00 (Twenty-Seven Thousand, Two Hundred and Fifty-four Dollars), which is available in the 2016-2017 Fiscal Year budget in Account No. 2672 900 002 4249.

SECTION 3. That a purchase order in the amount of Twenty Seven Thousand Two Hundred Fifty Four Dollars (\$27,254.00) is authorized to be issued.

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

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

ADOPTED this ____ day of _____, 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

USED MOTOR OIL & FILTER COLLECTION AGREEMENT

WM Curbside, LLC

THIS AGREEMENT, dated this _____ day of _____ by and between **City of Compton**, ("CUSTOMER") and WM Curbside, LLC, a Delaware limited liability company ("CONTRACTOR") states as follows:

WHEREAS; CUSTOMER desires to utilize the services of CONTRACTOR to manage the CUSTOMER'S Door-to-Door Used Oil & Filter Collection and the CalRecycle OPP Grant Program; and

WHEREAS; CONTRACTOR desires to render such services to CUSTOMER.

NOW THEREFORE, in consideration of the mutual promises set forth herein, and of other good and valuable consideration, the sufficiency of which is hereby acknowledged, CUSTOMER and CONTRACTOR agree as follows:

1. **Term of Agreement.** This initial term of this Agreement shall commence on **July 1st, 2016 and continue until June 30th, 2017**. The services herein are being offered to CUSTOMER on a non-exclusive basis. Accordingly, during the term and following the termination of this Agreement, CONTRACTOR retains the right to offer and perform similar or identical services for others.

Scope of Services. CONTRACTOR, itself or through its subsidiaries, affiliates or subcontractors, shall provide CUSTOMER with collection, management, transportation, disposal, and treatment of Waste Materials (as defined on Exhibit A) directly from, and generated by, residents of

2. CUSTOMER, and not including Nonconforming Waste, during the term of this agreement. CONTRACTOR shall have on location, employees or agents, and such materials and equipment as are necessary to handle, containerize, label, load and transport such waste.

COMPANY hereby represents and warrants that: (a) COMPANY will manage the Waste Material in a safe and workmanlike manner in full compliance with all valid and applicable federal, state and local laws, ordinances, orders, rules and regulations; and (b) it will use disposal facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances and regulations necessary to allow the facility to accept, treat and/or dispose of Waste Material. Except as provided herein, COMPANY makes no other warranties and hereby disclaims any other warranty, whether implied or statutory.

CUSTOMER is responsible for notifying its residents of such services and directing residents to package materials provided by CONTRACTOR at the time collection service is requested by a resident.

CONTRACTOR disclaims all responsibility for and assumes no liability for any "Nonconforming Waste," examples of which are listed in Exhibit A which it will neither handle nor accept for

#11.

disposal, unless otherwise agreed to between the parties in writing. "Nonconforming Waste" is waste that is not in accordance with waste descriptions given by CUSTOMER under this Agreement and/or prohibited from being received, managed or disposed of at a transfer, storage or disposal facility used hereunder by federal, state or local law, regulation, ordinance, permit or other legal requirement, or is not a Waste Material.

If a resident sets out "Nonconforming Waste", and CUSTOMER directs CONTRACTOR in writing to accept the Nonconforming Waste, if CONTRACTOR agrees, CONTRACTOR will package the material for CUSTOMER and CUSTOMER will compensate CONTRACTOR for its packaging services. CONTRACTOR will make commercially reasonable efforts to arrange for the collection, transportation and disposal of such material with a properly permitted and licensed subcontractor. However, if CUSTOMER does not direct that CONTRACTOR receive the Nonconforming Waste, or the arrangements or charges for such collection, transportation and/or disposal are unsatisfactory to CUSTOMER, then the Nonconforming Waste will be returned to the resident that delivered the Nonconforming Waste to CONTRACTOR.

Title to Waste Materials accepted by CONTRACTOR from residents of CUSTOMER's service area for collection, transport and disposal by CONTRACTOR shall pass directly from such residents to CONTRACTOR at the time of its acceptance.

CUSTOMER shall provide CONTRACTOR a safe work environment on any premises owned or controlled by CUSTOMER. CUSTOMER represents and warrants that the waste it tenders to CONTRACTOR will not contain Nonconforming Waste.

3. **Compensation and Payment.** CONTRACTOR shall be compensated as follows not to exceed \$27,400.00 for this contract:

CUSTOMER shall pay CONTRACTOR a per stop fixed fee of **\$90.00** per stop. The fee may be adjusted by CONTRACTOR to account for increased costs due to uncontrollable circumstances, including, without limitation, changes in local, state or federal laws or regulations, imposition of taxes, fees or surcharges and acts of God such as floods, fires, etc. CONTRACTOR agrees to cap any fuel charge at [10]% of the invoiced amount and to cap CONTRACTOR'S environmental fee at [6%] of the invoiced amount. CONTRACTOR may also increase the charges to reflect increases in the Consumer Price Index for the municipal or regional area in which the services are rendered. Increases in charges for reasons other than as provided above require the consent of CUSTOMER which may be evidenced in writing prior to the first bill statement that reflects the change. All fee adjustments as provided above and in Section 3 shall take effect upon notification from CONTRACTOR to CUSTOMER. CUSTOMER shall pay the rates in full within 30 days of receipt of each invoice from CONTRACTOR.

4. **Insurance Requirements.**

4.1 CONTRACTOR and its subcontractors are to comply with the terms of this Sections 4 and will comply with the insurance requirements outlined in Section 4.4 below.

4.2 Commencement of Work. CONTRACTOR agrees not to commence any work under this Agreement until CONTRACTOR has obtained all insurance required and CUSTOMER has approved such insurance coverage. All insurance required by this Agreement shall contain a Statement of

Obligation on the part of the carrier to notify CUSTOMER of any material change, cancellation, or termination of the coverage's under the policy at least thirty (30) days in advance (ten (10) days in the event of cancellation for non-payment).

4.3 Workers' Compensation Insurance. During the duration of this Agreement, CONTRACTOR shall maintain Workers' Compensation Insurance in accordance with statutory requirements for the State of California.

4.4 Insurance Amounts. CONTRACTOR agrees to maintain the following insurance for the duration of this Agreement:

- (a) Comprehensive General Liability and Automobile Liability in the amount of \$1,000,000.00 per occurrence;
- (b) Endorsements for the policies under section 4.4 (a) shall designate CUSTOMER, its officers, elected officials, and employees as an additional insured. CONTRACTOR shall provide to CUSTOMER proof of insurance in the form of certificates of insurance and endorsements, at the time of execution of this agreement.
- (c) The limit requirements for Comprehensive General Liability and Automobile Liability policies may be satisfied through a combination of primary and umbrella policies, without gaps in limits and with coverage as broad as the underlying policy

5. **Non-Liability of Officials and Employees of the Parties**

5.1 No official or employee of CUSTOMER shall be personally liable to CONTRACTOR in the event of any default or breach by CUSTOMER, or for any amount, which may become due to CONTRACTOR.

5.2 No official, member, owner, shareholder, director, officer, agent or employee of CONTRACTOR shall be personally liable to CUSTOMER in the event of any default or breach by CONTRACTOR, or for any amount, which may become due to CUSTOMER.

6. **Non-Discrimination.** CONTRACTOR covenants that there shall be no discrimination against any person or group of persons, due to race, color, creed, religion, sex, sexual preference, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.

7. **Independent CONTRACTOR.** It is agreed by the parties that CONTRACTOR is and shall perform this Agreement as an independent contractor and, as such, shall have and maintain complete control over all of its employees and operations. Neither CONTRACTOR nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be the agent, employee or servant of CUSTOMER, and shall obtain no rights to any benefits which accrue to CUSTOMER'S employees.

8. **Compliance with Law.** CONTRACTOR, in performing its obligations under this Agreement, shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.

#11.

9. **Notices.** Any notices, bills, invoices or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below, or to such other addresses as may be designated by written notice from time to time.

- (a) If to CONTRACTOR:
Paul Schlich
WM Curbside, LLC
5101 E. La Palma Avenue
Anaheim, CA 92807

With a Copy to WM's General Counsel at
1001 Fannin St Ste 4000
Houston, TX 77002

- (b) If to CUSTOMER:
City of Compton
Attn: Water Director
Water Department
205 South Willowbrook Ave
Compton, CA 90220
With a Carbon Copy to:
City Manager
205 S. Willowbrook Ave
Compton, CA 90220

10.

11.

Limitations Upon Assignment. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CUSTOMER (which approval shall not be unreasonably withheld or delayed); provided, however, that CONTRACTOR may assign this contract, or subcontract the obligations hereunder, to any subsidiary or affiliate of CONTRACTOR or to an acquiring entity that succeeds to the business or substantially all of the assets of CONTRACTOR. If CONTRACTOR is permitted to subcontract any part of this Agreement, CONTRACTOR shall be responsible to CUSTOMER for the acts and omissions of its subcontractors as it is for persons directly employed.

Termination. Either party may terminate, without cause, by giving a thirty (30) days written notice of termination. In the event of termination, any work in progress will continue to completion unless specified otherwise in the notice of termination. CUSTOMER shall pay for such work in progress that is completed by CONTRACTOR.

12. **Execution.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.
13. **Indemnification.**
 - (a) CONTRACTOR and CUSTOMER (each, an "Indemnitor") hereby each agrees to indemnify, hold harmless and defend the other party, and its parent, corporate affiliates, subsidiary companies, owners, officers, directors, agents and employees (collectively, the "Indemnitees"), from and against any and all liabilities, penalties, fines, forfeitures, fees, demands, claims, causes of action, suits, judgments and costs and expenses incidental thereto, including attorneys' fees (collectively, "Liabilities"), which any or all of the Indemnitees may hereafter suffer, incur, be responsible for or pay out for personal, bodily injury or death of the Indemnitee's employees, agents, subcontractors or invitees, or damage to property owned, leased, rented or hired by the Indemnitee, to the extent caused by: 1) the Indemnitor's breach of any representations, covenants or warranties set forth in this Agreement; or 2) the Indemnitor's or its employees', officers', owners', corporate affiliates' or subcontractors' (and their subcontractors at any tier) acts, omissions or violations of an obligation imposed by law in the performance of this Agreement. Notwithstanding anything stated herein, no Indemnitee shall be entitled to the benefits of this indemnity Section 13(a) with respect to any Liabilities to the extent they arise as a result of any gross negligence or willful or reckless misconduct of any Indemnitee.
 - (b) CONTRACTOR agrees to indemnify, hold harmless and defend the CUSTOMER, its owners, officers, directors, agents and employees from and against any and all Liabilities which any or all of them may hereafter suffer, incur, be responsible for or pay out as a result of contamination or adverse effects on the environment including any Liabilities for removal or remedial actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (also known as Superfund) or comparable state law, caused by the services provided by CONTRACTOR under this Agreement with respect to CUSTOMER's conforming waste materials; provided, however, the obligation of CONTRACTOR to indemnify the CUSTOMER shall not apply to any Liabilities relating to Nonconforming Waste or involving waste products disposed of or handled in facilities that are designated for use or engaged by CUSTOMER or designated by state, county or local law or ordinance.
 - (c) In no event shall either party be liable for any special indirect, incidental or consequential damages, whether based in contract, warranty, indemnity or tort, negligence or strict liability.
14. **Survival.** Sections 5.1, 5.2, 7, 8, 9, 13, 14, 15, 16, 18, 19, and 20 shall survive termination of this Agreement.
15. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CUSTOMER and CONTRACTOR. In no event shall the preprinted terms or conditions found on any CUSTOMER purchase or work order or similar document be considered an amendment, modification, or supplement to this Agreement, even if such document is signed by representatives of both parties; such preprinted terms and conditions shall be considered null and void and of no effect.

16. **Waiver.** Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provisions or conditions of this Agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver is expressed in writing by the party to be bound.
17. **Excuse of Performance.** The parties' obligation pursuant to this Agreement may be suspended by either party in the event of: an act of God, war, riot, fire, explosion, accident, flood, sabotage, pandemic, or threat of same; lack of adequate fuel, power, raw material, labor, containers, or transportation facilities; compliance with governmental requests, laws, regulations, orders or actions; revocation or modification of governmental permits or other required licenses or approvals; breakage or failure of machinery or apparatus; national defense requirements or any other event beyond the reasonable control of such party; or labor dispute, strike, lockout or injunction which event prevents the delivery, transportation, acceptance, treatment, incineration, recycling or disposal of the waste.
18. **Governing Laws.** This Agreement shall be governed by the laws of the state in which services are performed. Any action commenced regarding this agreement shall be filed in the Central Branch of the Los Angeles County Superior Court.
19. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.
20. **Severability.** Should any provision of this Agreement be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the Agreement as a whole or any sections, subsections, sentences or clauses hereof not so adjudged.

IN WITNESS THEREOF, the CUSTOMER and CONTRACTOR have executed this Agreement as of the date first written above.

WM Curbside, LLC

City of Compton

Signed: _____

Signed: _____

Title: President

Title: Interim City Manager

Date: _____

City of Compton

Approved as to Form:

ATTEST:

Signed: _____

Signed: _____

Title: City Attorney - Craig Cornwell

Title: City Clerk - Alita Godwin

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Water Department

RESOLUTION TITLE: A RESOLUTION OF CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO WM CURBSIDE LLC, FOR ADMINISTRATION OF THE USED OIL RECYCLING BLOCK GRANT PROGRAM FOR FISCAL YEAR 2016-2017 (\$27,254)

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

9/1/2016 9:43:39 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

9/1/2016 2:08:15 PM
DATE

Barbara Rumbaoa
CITY CONTROLLER

9/1/2016 11:44:33 AM
DATE

Jerome Groomes
CITY MANAGER

9/1/2016 9:51:06 AM
DATE

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

September 6, 2016

TO: MAYOR AND CITY COUNCIL

FROM: ALITA GODWIN, CITY CLERK

**SUBJECT: BOARDS AND COMMISSIONS RE-APPOINTMENT(S)/
APPOINTMENT(S)/REMOVAL OF VARIOUS COMMISSIONERS**

The following is a list of Boards/Commissions/Committees that have vacancies.

Beautification Committee – One (1) Vacancy

With the removal of LaTerrea Allen for non-attendance

Block Club Commission – Two (2) Vacancies

With the recommendation to remove LaShone Island and Keahna Lewis for non-attendance

Commission on Aging – One (1) Vacancy

With the removal of Erma Clemmons for non attendance

Community Relations Commission - Three (3) Vacancies

Compton Commission for Women - Three (3) Vacancies

With the request to make Joyce Shipman an Honorary member

Disability Commission - One (1) Vacancy

Employment & Training Commission - Two (2) Vacancies

Federal Grants Advisory Board – Two (2) Vacancies

With the recommendation to remove Cassandra Gamble and Henry Jennings for non-attendance

Oversight Committee – One (1) Vacancy

With the removal of Ulysses Terry

Personnel Board – One (1) Vacancy

With the recommendation to remove LoWanda Green for non-attendance

Public Safety Commission One (1) Vacancy

Youth Leadership Council Three (3) Vacancies



The following is a list of commissioners with expired terms:

Beautification Committee

Dwayne Reed (2016)*
Aina Smith (2016)*

Block Club Commission

Roberto Carrillo (2015)*
Dorothy Rhone (2014)
Taikeasha Williams (2016)

Commission on Aging

Erma J. Clemmons (2015)
Earlene Diggs (2016)*
Della Haymon (2016)*
Barbara Thompson (2016)*

Commission for Women

Pearl Dairy (2015)*
Felicia Haynes (2015)*
Theresa McNair (2015)*
Octavia Scott (2016)*
Andria Watkins (2016)*

Disability Commission

Patsy E. Childers (2015)*
Michael Williams (2016)*

Federal Grants Advisory Board

Angela Burrell (2015)*
Cassandra Gamble (2015)
Mary Godoy (2015)*
Peter Hargraves (2015)*
Henry Jennings (2016)
Brenda Postelle (2016)*

Loan Review Board

Theodore Austin–Wells Fargo
Lestean Johnson – New Beginnings
Rolando Marquez – La Quinta Real
Eugene McGuire – Southeast Tow

Parks & Recreation Commission

Tomas Carlos (2015)
Barbra Keyes (2015)
Corinth King (2015)
Michael McAllister (2015)

***Denotes their desire to be reappointed**

The following is a list of residents that are interested in serving on a commission and have submitted an application expressing their desire to be appointed.

Name

Bowman Yvonne
Butler, Ginell
Combs, Robert
Darden, Lillie P.
Denton, Willie
Dobson, Lillie
Hawkins, Channing
Hawkins, Jamel
Henry, Craig
Jackson, Anthony Muhammad
Jackson, Charles Jr.
Jackson, Jasper

Commission

Commission for Women
Employment & Training
Employment & Training
Planning Commission
Planning Commission
Oversight Committee
Planning Commission
Block Club Commission
Federal Grants Advisory Board
Federal Grants/Oversight/Planning
Employment & Training
Oversight/Personnel Board/Planning

Jones, Valerie
Kilroy, Barbara
Lawson-Williams Electa E.
Lightner, Sandra
Magee, Gertrude
McDuffie, Brooke
Petit, Christopher
Rodriguez, Edith
Villareal, Maria
Ward, Carolyn
Wynn, Artra

Block Club Commission
Planning Commission
Commission for Women
Block Club Commission
Commission for Women
Beautification Committee
Community Relations
Disabilities Commission
Community Relations
Commission on Aging
Block Club Commission

ALITA L. GODWIN, CMC
CITY CLERK

SEPTEMBER 6, 2016

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: INTERIM CITY MANAGER

**SUBJECT: A REQUEST TO SCHEDULE A PUBLIC HEARING TO APPROVE AN
ECONOMIC DEVELOPMENT SUBSIDY TO UNITED PARCEL SERVICE, INC.
(SEPTEMBER 13, 2016 AT 5:35 PM)**

SUMMARY

Staff is requesting that the City Council consider scheduling a public hearing to approve an economic development subsidy to United Parcel Service, Inc. for **Tuesday, September 13, 2016 at 5:35 P.M.**

BACKGROUND

The Brickyard Commerce center is a two building industrial development approved by the City in early 2015 and is presently nearing completion. Building 1 is located on the eastern portion of the site near the intersection of McKinley Street and Sam Littleton Avenue. Building 1 contains 525,400 square feet of floor space with access points from both McKinley Street and Rosecrans Avenue.

STATEMENT OF ISSUE

UPS is considering operating a package delivery center at the 59 acre “Brickyard” site, bounded by Sam Littleton Street to the north, Central Avenue to the east, Rosecrans Avenue to the south and McKinley Avenue to the west. The proposed incentive agreement would obligate UPS to: (1) hire a minimum of 50 Compton residents as net new full time equivalent employees at its facility, and (2) invest a minimum of \$70 million in capital expenditures in the City within five years from execution of the agreement. In exchange, the City of Compton would pay UPS the equivalent of 30 percent of sales and/or use taxes that UPS reports from this proposed location and remits on transactions and purchases sourced to the City for up to a ten (10) year period. UPS would also be obligated to comply with the Brickyard Development Agreement local hiring requirements.

California Government Code Section 53083 requires notice and a hearing to be held prior to approval of an economic development subsidy.

RECOMMENDATION

It is recommended that the City Council approve scheduling a hearing on September 13, 2016 at 5:35P.M.

JEROME G. GROOMES
INTERIM CITY MANAGER

September 6, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JERRY G. GROOMES, INTERIM CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A PURCHASE ORDER FOR A PUBLIC INFORMATION PROGRAM ON BEHALF OF GATEWAY CITIES COUNCIL OF GOVERNMENTS (\$12,500)

SUMMARY

Adoption of the attached resolution will authorize the Interim City Manager to issue a purchase order in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) to Gateway Cities Council of Governments ("GCCOG") as the City of Compton contribution share for a public information program relative to the MTA November 2016 Ballot Measure.

BACKGROUND

At the August 3, 2016 meeting of the GCCOG, the Board of Directors authorized a contract with the Lew Edwards Group to conduct a public information/education campaign to give the public an understanding of how the MTA one-half cent sales tax measure; which will appear on the November 2016 ballot; will and will not do with regard to advancing transportation projects in the County.

STATEMENT OF THE ISSUE

An information program used to communicate the local impacts of a proposed tax is critical for our citizens. It is permissible for public agencies to disseminate factual information to constituents and the public about a given policy matter. With this in mind, funds will be used to: 1) assess public attitudes towards MTA's proposed projects, including understanding regional similarities and differences in public viewpoints by geography and audience; 2) retain experts to develop effective, accessible informational messages about this issue, engage the public, respond to questions, and create informational toolkits or training for Gateway member cities; 3) disseminate information about local impacts in permissible, cost-effective mediums in accordance with the usual methods for dissemination of information to the public, including: press events and conferences; stakeholder and updates; web-based video, social media, and new media. All information provided will be factual, as no campaign advocacy can occur using public funds.

#14.

Staff Report – Purchase Order for Gateway Cities
Public Information Program
September 6, 2016, Page 2

FISCAL IMPACT

The GCCOG has indicated that the total estimated cost of the educational campaign is approximately \$400,000.00 and has requested that all of the GCCOG member cities share the costs calculated on a formula that is based on population. The contribution amount requested of the City of Compton, and other member cities in Compton's range of population, is Twelve Thousand Five Hundred Dollars (\$12,500.00).

Funds for this expenditure are available in the 2016-2017 Fiscal Year budget in Account No. 1001 510 000 4262.

RECOMMENDED ACTION

Staff recommends that the Council adopt the attached Resolution approving a contribution of \$12,500.00.

JERRY G. GROOMES
INTERIM CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A PURCHASE
ORDER FOR A PUBLIC INFORMATION PROGRAM ON BEHALF OF
GATEWAY CITIES COUNCIL OF GOVERNMENTS (\$12,500)**

WHEREAS, at the August 3, 2016 meeting of the Gateway Cities Council of Governments, the Board of Directors authorized a contract with the Lew Edwards Group to conduct a public information/education campaign to give the public an understanding of how the MTA one-half cent sales tax measure; which will appear on the November 2016 ballot; will and will not do with regard to advancing transportation projects in the County; and

WHEREAS, the Gateway Cities Council of Governments has indicated that the total estimated cost of the educational campaign is approximately \$400,000.00 and has requested that all of the GCCOG member cities share the costs calculated on a formula that is based on population; and

WHEREAS, the contribution amount requested of the City of Compton, and other member cities in Compton's range of population, is Twelve Thousand Five Hundred Dollars (\$12,500.00); and

WHEREAS, the investment of these funds to communicate the local impacts of a proposed tax is critical for our citizens; and

WHEREAS, it is permissible for public agencies to disseminate factual information to constituents and the public about a given policy matter; and

WHEREAS, the requested funds will be used to:

- 1) assess public attitudes towards MTA's proposed projects, including understanding regional similarities and differences in public viewpoints by geography and audience;
- 2) retain experts to develop effective, accessible informational messages about this issue, engage the public, respond to questions, and create informational toolkits or training for Gateway member cities;
- 3) disseminate information about local impacts in permissible, cost effective mediums in accordance with the usual methods for dissemination of information to the public, including: press events and conferences; stakeholder and updates; web-based video, social media, and new media. All information provided will be factual, as no campaign advocacy can occur using public funds; and

WHEREAS, funds for this expenditure are available in the 2016-2017 Fiscal Year Budget.

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

Section 1. That the Interim City Manager is hereby authorized to issue a purchase order in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) to Gateway Cities Council of Governments for a public information program related to the forthcoming MTA one-half cent sales tax November 2016 Ballot Measure.

RESOLUTION NO. _____

Page 2

Section 2. That the funds for this expenditure are available in Account No. 1001 510 000 4262 of the City Manager’s 2016-2017 Fiscal Year budget.

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

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

ADOPTED this ____ day of _____, 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

CITY MANAGER'S OFFICE
RECEIVED

2016 AUG 17 PM 12:56

GATEWAY CITIES

COUNCIL OF GOVERNMENTS

August 11, 2016

Artesia

Avalon

Bell

Bellflower

Bell Gardens

Cerritos

Commerce

Compton

Cudahy

Downey

Hawaiian Gardens

Huntington Park

Industry

La Habra Heights

La Mirada

Lakewood

Long Beach

Lynwood

Maywood

Montebello

Norwalk

Paramount

Pico Rivera

Santa Fe Springs

Signal Hill

South Gate

Vernon

Whittier

County of Los Angeles

Port of Long Beach

Mr. Jerry Groomes, City Manager
City of Compton
205 South Willowbrook Avenue
Compton, CA 90020

Dear Colleague:

Education Campaign Regarding MTA Sales Tax Measure Invoice

The Board of Directors of the Gateway Cities Council of Governments has authorized a contract with the Lew Edwards Group to conduct a public information/education campaign to give the public an understanding of how the MTA one-half cent sales tax measure which will appear on the November ballot will and will not do with regard to advancing transportation projects in the County. As you may know, cities in the Gateway Cities and South Bay sub-regions of the County have given considerable attention to how this sales tax measure will affect our transportation project priorities.

You should have received under separate cover a staff report prepared by the City of Norwalk which briefly explains the extent of this effort and which can serve as a model of your own staff report that you can present to your city council. The total estimated cost of the educational campaign is close to \$400,000, which we are hoping can be absorbed by a cost sharing among all of our cities on a formula that is based on population. The enclosed invoice is for the amount that we are asking for from cities in your range of population. Maximum participation by cities in this effort will keep the individual city costs to a minimum.

Please feel free to contact me or Norwalk City Manager Mike Egan if you need more information.

Cordially,

Richard R. Powers
Executive Director

Enclosure



GATEWAY CITIES
COUNCIL OF GOVERNMENTS

Bill to:

*Mr. Roger Haley, City Manager
City of Compton
205 South Willowbrook Avenue
Compton, CA 90024*

August 10, 2016

INVOICE

*Public Information Campaign
Related to Metro Ballot Measure
Fiscal Year 2016-2017 \$12,500.00*

<i>Total Due</i>	<i>\$12,500.00</i>

*Please remit to:
Gateway Cities Council of Governments
16401 Paramount Boulevard
Paramount, CA 90723*

Thank you in advance for your prompt payment!

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A PURCHASE ORDER FOR A PUBLIC INFORMATION PROGRAM ON BEHALF OF GATEWAY CITIES COUNCIL OF GOVERNMENTS (\$12,500)

Jerome Groomes
DEPARTMENT MANAGER’S SIGNATURE

8/25/2016
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

9/1/2016 6:18:51 PM
DATE

Barbara Rumbaoa
CITY CONTROLLER

9/1/2016 5:55:45 PM
DATE

Jerome Groomes
CITY MANAGER

9/1/2016 5:51:35 PM
DATE

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

September 6, 2016

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: BOB TORREZ, INTERIM CONTROLLER

**SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF COMPTON LEVYING A MUNICIPAL TAX
RATE FOR THE FISCAL YEAR 2016-2017**

SUMMARY

The purpose of this ordinance is to authorize the levy of the assessed valuation municipal tax rate for Fiscal Year 2016-2017.

BACKGROUND

The City has levied municipal tax (parcel tax) for years in line with Section 1402, 1600 and 1601 of the City Charter to pay for the City's obligations under the employees' retirement plan managed by the California Public Employees' Retirement System (CalPERS). The municipal tax is collected by the Los Angeles County Auditor-Controller on behalf of the City. The Los Angeles County Auditor-Controller has based assessed values at market values and, it is necessary to set the municipal tax at a rate based on market value. The municipal tax rate has remained unchanged over the years. The tax rate will remain at 0.451632, the same as the prior years' rate.

STATEMENT OF ISSUE

The County Auditor-Controller requested that the Municipal Rate ordinance be passed each year even though the municipal tax rate has remained unchanged. This agenda item is required to comply with the request of the Los Angeles County. Similar action was performed last year. The ordinance must be submitted to the County Auditor-Controller no later than September 7, 2016.

FISCAL IMPACT

The passing of the ordinance will ensure that the City's retirement fund continues to receive the municipal parcel tax revenues in line with the requirements of the City Charter for the purpose stipulated by the Charter.

#15.

Staff Report – Ordinance Levying Municipal
Tax Rate FY 2016-2017
September 6, 2016, page 2

ALTERNATIVE

The City's General Fund would have to pay the cost of the retirement obligations resulting in severe financial consequences to other City programs and services.

RECOMMENDATION

It is hereby recommended that the City Council approve the attached ordinance.

BOB TORREZ
INTERIM CITY CONTROLLER

APPROVED FOR FORWARDING:

JEROME GROOMES
INTERIM CITY MANGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
COMPTON LEVYING A MUNICIPAL TAX RATE FOR THE FISCAL
YEAR 2016-2017

WHEREAS, the City has levied municipal tax (parcel tax) for several years in line with Section 1402, 1600 and 1601 of the City Charter to pay for the City’s obligations under the employees’ retirement plan managed by the California Public Employees’ Retirement System (CalPERS); and

WHEREAS, the municipal tax is normally collected by the Los Angeles County, Auditor-Controller on behalf of the City; and

WHEREAS, the Los Angeles County, Auditor-Controller has based assessed rates at market values and, it is necessary to set the municipal tax at a rate based on market value; and

WHEREAS, it is required that the City certify the municipal tax rate every year.

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

Section 1. That there is hereby levied a municipal tax upon the equalized assessment of the taxable property in the City of Compton at a market valuation of following rates (per cent):

Taxation District #1.....0.451632

(Old City of Compton, Annexations 1 to 3 inc; 5 to 10 inc; 13 to 32 inc; 106, 107, 111 to 122 inc; 125 to 133 inc; 136 to 139 inc; 141 to 143 inc; 145, 147, 149, 151, 152, 153A, 155, 158, 159, 160, 161, 163, 164, 168, 172A, 173B)

Rosecrans Redevelopment Project.....0.451632

Walnut Industrial Redevelopment Project.....0.451632

Section 2. That said rate is made up as follows:

Employee Retirement (Debt Service).....0.451632

Section 3. That the City Clerk shall certify to the passage of this Ordinance by the City Council and shall cause this Ordinance to be published as required by law.

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

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 Ordinance 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 Ordinance is 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

September 6, 2016

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: JEROME G. GROOMES, INTERIM CITY MANAGER

**SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON
ABOLISHING THE PUBLIC WORKS AND MUNICIPAL UTILITIES
DEPARTMENT AND RE-ESTABLISHING THE PUBLIC WORKS
DEPARTMENT AND THE COMPTON MUNICIPAL WATER
DEPARTMENT**

SUMMARY

The Interim City Manager is requesting that the City Council consider the adoption of an ordinance abolishing the Public Works and Municipal Utilities Department to re-establish as separate City departments the Public Works Department and the Compton Municipal Water Department.

BACKGROUND

Prior to Fiscal Year 2012-2013, water and rubbish utilities were a separate City department, known as the Compton Municipal Water Department. On November, 20, 2012, the (then) City Manager proposed and the City Council adopted Ordinance No. 2,235, which abolished the Public Works Department and the Compton Municipal Water Department as separate departments of the City and consolidated these departments as the Department of Public Works and Municipal Utilities, with the water utility becoming a Division of the new consolidated department.

The justification for this merger was that the water utility was the major user of Public Works engineering services. However, this is not the most efficient and best organizational structure for the City. In many California cities, the Water Department is in fact a separate department. A few examples include the cities of Long Beach and Paramount. One reason for the more traditional structure is that water operations are unique from most other city operations. Public Works departments typically have a broader and more general scope of responsibilities; such as, street maintenance, repair and construction; sewer maintenance; graffiti removal; street sweeping; tree trimming; infrastructure systems maintenance; and, all related design work. These are all functions that are critical for the City. The City must focus the efforts of the Public Works Department on those traditional City responsibilities.

There was some discussion in 2012 about the merger of the two departments resulting in administrative efficiencies, such as in the bidding out of projects. This will not change with the re-institution of the separate Water Department. Bids can be combined for the two departments when it makes sense to do so.

#16.

Staff Report – Ordinance Abolishing the Department of Public Works/Municipal Utilities and Re-establishing Public Works and the Compton Municipal Water Departments
September 6, 2016, page 2

STATEMENT OF ISSUE

The California Constitution grants charter cities the power to make and enforce all ordinances and regulations with respect to municipal affairs. Section 704 of the Compton City Charter authorizes the City Council to “...provide by ordinance the creation and abolishment of other appointive officers or department.”

On June 28, 2016, the City Council approved a budget which separated the expenditures for the Public Works Department and the Compton Municipal Water Department. Title changes will be made for the positions of Director of Public of Works and Water Department General Manager as follows:

<u>Existing Positions</u>	<u>Proposed Positions</u>
Director of Public Works and Municipal Utilities	Director of Public Works
Deputy Director of Public Works & Municipal Utilities	Water Department General Manager

To ensure the continuity of the technical engineering and water distribution proficiencies, the Water Department General Manager job classification will maintain the State of California P.E. and Grade IV certifications, respectively.

Separating the water utility functions will help the City comply with the provisions of Proposition 218. This 1996 voter approved legislation prohibits the spending of water revenue on City costs. Keeping the Public Works and Water functions separate will help ensure that the City remains in compliance with that law.

FINANCIAL IMPACT

The proposed classification changes are within existing Fiscal Year 2016-2017 department budgeted salary allocations. There are no additional costs or transfers necessary from the General Fund.

ALTERNATIVE

The City Council can choose not to adopt this ordinance and direct staff to amend the 2016-2017 Fiscal Year budget to consolidate the Public Works and Compton Municipal Water Departments.

Staff Report – Ordinance Abolishing the Department
of Public Works/Municipal Utilities and Re-establishing
Public Works and the Compton Municipal Water Departments
September 6, 2016, page 3

RECOMMENDATION

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

**JEROME G. GROOMES
INTERIM CITY MANAGER**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON
ABOLISHING THE PUBLIC WORKS AND MUNICIPAL UTILITIES
DEPARTMENT AND RE-ESTABLISHING THE PUBLIC WORKS
DEPARTMENT AND THE COMPTON MUNICIPAL WATER
DEPARTMENT**

WHEREAS, the California Constitution grants charter cities the power to make and enforce all ordinances and regulations with respect to municipal affairs; and

WHEREAS, Section 704 of the Compton City Charter authorizes the City Council to “... *provide by ordinance the creation and abolishment of other appointive officers or department*”; and

WHEREAS, prior to Fiscal Year 2012-2013, the water and rubbish utilities were a separate department, known as the Compton Municipal Water Department; and

WHEREAS, on November, 20, 2012, the City Council adopted Ordinance No. 2,235, which abolished the Public Works Department and the Compton Municipal Water Department as separate departments of the City and consolidated these departments as the Department of Public Works and Municipal Utilities, with the water utility becoming a Division of the new consolidated department; and

WHEREAS, it is the opinion of staff that continued consolidation of Public Works and water and rubbish utilities is not the most efficient and best organizational structure for the City; and

WHEREAS, on June 28, 2016, the City Council approved a budget which separated the expenditures for the Public Works Department and the Compton Municipal Water Department; and

WHEREAS, the City Manager has reviewed the responsibilities of the City’s Public Works and the water and rubbish utilities and recommends that in order to serve the City’s best needs, the Public Works and Municipal Utilities Department be abolished and that the Public Works Department and the Compton Municipal Water Department be re-established as separate City departments.

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

Section 1. That pursuant to Section 704 of the Compton City Charter, the Department of Public Works and Municipal Utilities shall be hereby abolished and the Public Works Department and the Compton Municipal Water Department shall be re-established as separate City departments.

Section 2. The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance hereby adopted be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance hereby adopted shall remain in full force and effect.

Section 3. That a copy of this Ordinance shall be filed in the offices of the City Clerk and every department and agency of the City.

Section 4. That this Ordinance shall take effect thirty (30) days after its adoption.

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Ordinance No. _____
Page 2

Section 5. 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
CITY OF COMPTON: ss

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the forgoing Ordinance 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 Ordinance was adopted by the following vote, to wit:

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON ABOLISHING THE PUBLIC WORKS AND MUNICIPAL UTILITIES DEPARTMENT AND RE-ESTABLIHSING THE PUBLIC WORKS DEPARTMENT AND THE COMPTON MUNIICIPAL WATER DEPARTMENT (FIRST READING)

Jerry Groomes
DEPARTMENT MANAGER’S SIGNATURE

8/24/2016 3:39:15 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

9/1/2016 12:36:12 PM
DATE

Barbara Rumbaoa
CITY CONTROLLER

8/31/2016 4:29:20 PM
DATE

Jerry Groomes
CITY MANAGER

8/31/2016 11:56:48 AM
DATE

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

September 6, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: INTERIM CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A
CONTRACT WITH WILLIE FORGE TO OPERATE THE COMPTON PAR
3 GOLF COURSE AND LEASE THE COURSE PRO SHOP AND SNACK
BAR FOR FISCAL YEAR 2016-2017**

SUMMARY

This resolution will authorize the City Manager to enter into a contract with Willie Forge. to operate the Compton Par 3 Golf Course and lease the Pro Shop and Snack Bar for Fiscal Year 2016-2017.

BACKGROUND

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

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

STATEMENT OF ISSUE

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

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

#17.

Staff Report – Resolution Authorizing Services/Lease
Agreement – Compton Par 3 Golf Course (Willie Forge)
September 6, 2016, page 2

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

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

ALTERNATIVE

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

FISCAL IMPACT

The cost of the service contract for Fiscal Year 2016-2017 is \$42,000.00 (\$3,500 monthly) minus \$1,200.00 for monthly lease rental payments and \$1,200.00 for prior fiscal years unpaid monthly lease fees. Funds are available in Account No. 5200 840 000 4269.

RECOMMENDATION

Staff recommends that adoption of the attached resolution.

**MARVIN C. HUNT, DIRECTOR
PARKS AND RECREATION DEPARTMENT**

APPROVED FOR FORWARDING:

**JERRY GROOMES
INTERIM CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A CONTRACT
WITH WILLIE FORGE TO OPERATE THE COMPTON PAR 3 GOLFCOURSE AND
LEASE THE COURSE PRO SHOP AND SNACK BAR FOR FISCAL YEAR 2016-2017**

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

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

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

WHEREAS, the total cost of the service contract is \$42,000.00 minus \$1,200.00 for monthly lease rental payments; and

WHEREAS, funds are available in Account No. 5200 840 000 4269 to pay the monthly cost of the service contract at \$3,500.00 minus \$100.00 for monthly lease rental payments.

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

SECTION 1. That the Interim City Manager, on the advice and approval of the City Attorney is authorized to enter into an agreement with Willie Forge (the "Operator") to operate the Compton Par 3 Golf Course for Fiscal Year 2016-2017.

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

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

SECTION 4. That copies of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney, General Services and Parks and Recreation Department.

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

ADOPTED this ____ day of _____, 2016

Resolution No. _____
Page 2

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:

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

CITY CLERK OF THE CITY OF COMPTON

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

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

RECITALS:

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

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

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

WHEREAS, by Resolution No. _____, adopted on the ____ day of _____ 2016, the City Council authorized the City Manager to enter into a contract with the **OPERATOR** to manage the facility, provide instruction on the game and otherwise provide advice and consultation to the public, in addition to lease and operate the Pro Shop and Snack Bar.

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

1. Term of Services Agreement and Lease: The term of this Services Agreement and Lease shall extend from July 1, 2016 until June 30, 2017.

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

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

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

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

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

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

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

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

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

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

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

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

OPERATOR agrees to pay a rental fee of **\$100.00 per month** for use of the Snack Bar and the Pro Shop. These rental fees shall be due and payable at the beginning of each month the Agreement is in force and shall be deducted from compensation payable to the **OPERATOR** as specified in **Section 4 above**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26. Vending Machines:

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

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

#17.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#17.

OPERATOR:

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

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

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

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

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

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

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

OPERATOR

By _____
Willie Forge, Operator/Lessee

Dated: _____

CITY OF COMPTON/LESSOR
Recommended for approval:

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

Dated: _____

Approved by:

Dated: _____

By _____
Jerry Groomes, Interim City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Recreation

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A CONTRACT WITH WILLIE FORGE TO OPERATE THE COMPTON PAR 3 GOLF COURSE AND LEASE THE COURSE PRO SHOP AND SNACK BAR FOR FISCAL YEAR 2016-2017

Marvin Hunt
DEPARTMENT MANAGER’S SIGNATURE

8/22/2016 11:08:24 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

9/1/2016 3:32:34 PM
DATE

Barbara Rumbaoa
CITY CONTROLLER

8/31/2016 1:09:09 PM
DATE

Jerome Groomes
CITY MANAGER

8/31/2016 11:59:10 AM
DATE

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

September 6, 2016

TO: MAYOR AND COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO
ENTER INTO A THREE (3) YEAR SERVICE AGREEMENT WITH
AND ISSUE A PURCHASE ORDER TO INFOSEND, INC. FOR
PROCESSING, PRINTING AND MAILING THE WATER UTILITY
DIVISION WATER BILLS AND BILL INSERTS (\$145,000)**

SUMMARY

City Council adoption of the attached resolution will authorize the Interim City Manager to renew the service agreement with Infosend, Inc. for a three (3) year period (i.e. July 1, 2016 through June 30, 2019) to provide utility billing, processing, printing and mailing services for the Water Utility Division ("Division") of the Public Works/Municipal Utilities Department ("Department") and establish a purchase order in the amount of \$145,000.00 for each fiscal year of the agreement.

BACKGROUND

The Division delivers quality water to its customers. One of the Division's goals is to implement ways to provide better service and more effectively serve its customers. The Division bills approximately 22,000 customers monthly and processing this volume of bills is time consuming and with the limited number of Division staff, it does not have the necessary resources to properly and timely process the monthly billings, which consists of preparation, printing, assembly, folding, mailing, final notices and closing statements.

To provide efficient and effective billing services in a timely manner, these services have been acquired through contracted services. The Division has received superior service from Infosend, Inc. and they have indicated that if the City renews the agreement the cost will remain the same for the three years of the agreement, thus achieving a cost savings for the City.

STATEMENT OF THE ISSUE

Each business day customer usage data is transmitted by the Division to Infosend, Inc., which is then processed to create the information necessary to generate and mail the Division's utility bills. The services that have been provided by Infosend, Inc. are of a custom nature, specific to the Department's needs. The software and processing are

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Staff Report – Resolution Authorizing Agreement
Infosend, Inc./ Processing, Printing, Mailing Water Bills
September 6, 2016, page 2

unique to the City's utility billing structure and schedule and have been customized by Infosend, Inc. to accommodate these needs.

The cost for these services; which includes printing, processing of regular bills, final notices, closing statements, mailing and tracking of bills is \$145,000.00 per fiscal year.

FINANCIAL IMPACT

The cost for the printing regular bills, late notices, final notices, closing statements, bill inserts, and to track and mail the bills for Fiscal Years 2016-17 thru 2018-19 will cost \$145,000.00 (One Hundred Forty-Five Thousand Dollars) each year. Funds are available in the Fiscal Year 2016-17 budget in Account No. 5000-890-000-4217 (Printing & Duplication - Outside) for services rendered in Fiscal Year 2016-2017.

RECOMMENDATION

It is staff's recommendation that the City Council adopt this Resolution.

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

APPROVED FOR FORWARDING:

**JEROME G. GROOMES
INTERIM CITY MANAGER**

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A THREE
(3) YEAR SERVICE AGREEMENT WITH AND ISSUE A PURCHASE ORDER
TO INFOSEND, INC. FOR PROCESSING, PRINTING AND MAILING THE
WATER UTILITY DIVISION WATER BILLS AND BILL INSERTS (\$145,000)**

WHEREAS, one of the Department of Public Works/Municipal Utilities – Water Utility Division goals is to find ways to better service the customers; and

WHEREAS, the Water Utility Division (“Division”) bills approximately 22,000 customers monthly and processing this volume of bills, which includes preparation, assembly, folding and mailing is extremely time consuming and the Division does not have sufficient staffing to handle the entire workload; and

WHEREAS, Infosend, Inc. is staffed with professional that perform this type of service in a timely and efficient manner and the Division has received superior service from Infosend, Inc. and wish to continue using their services; and

WHEREAS, renewing the service agreement with Infosend, Inc. for a three (3) year term will provide costs savings to the City in that the cost is guaranteed to remain unchanged over the term of the agreement; and

WHEREAS, the cost to cover the printing of regular bills, last notices, final notices, closing statements, bill inserts and for tracking and mailing bills will be \$145,000. (One Hundred Forty-Five Thousand Dollars and Zero Cents) for each fiscal year of the agreement; and

WHEREAS, funds are available in the Division’s 2016-17 Fiscal Year budget in Account No. 5000-890-000-4217 (Printing & Duplication – Outside).

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

SECTION 1. That the Interim City Manager, on the advice and approval of the City Attorney is hereby authorized to renew the service agreement with Infosend, Inc. for the processing, printing and mailing of Water Department’s water billings, notices and inserts.

SECTION 2. That the term of the service agreement with Infosend, Inc. shall be for three (3) years, i.e. Fiscal Years 2016-17 thru 2018-19 at a cost of \$145,000.00 per fiscal year.

Resolution No. _____

Page 2

SECTION 3. That funds for services provided in Fiscal Year 2016-17 are available in the Water Utility Division's Fiscal Year 2016-17 budget in Account No. 5000-890-000-4217 (Printing & Duplication – Outside). Funding for the remaining term of the agreement shall be appropriated in future City budgets.

SECTION 4. That a purchase order is authorized to be issued in the amount of \$145,000.00 for services to be rendered during Fiscal Year 2016-17.

SECTION 5. That a certified copy of the Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Water Utilities Division of the Public Works/Municipal Utilities Department.

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
CITY OF COMPTON: ss

Resolution No. _____

Page 3

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



InfoSend Service Agreement

This agreement made as of _____ (Effective Date) by and between InfoSend, Inc. having its main office at 4240 E. La Palma Ave., Anaheim, CA 92807 and the City of Compton Water Utility Division, "Client" having its main office at: 205 S Willowbrook Ave, Compton, California 90220.

Section 1. Term of Agreement

The initial term of this agreement shall commence as of **July 1, 2016** and remain in effect for thirty-six (36) months.

This Agreement automatically terminates any prior contracts, terms or agreements previously executed between InfoSend and Client to cover the services contained in this Agreement, unless specifically referenced herein.

Section 2. InfoSend Service

During the term of this agreement, InfoSend, Inc. will provide paper bill, processing, printing and mailing services. The service consists of processing data, address validation of each file and IMb bar coding, printing documents, mail preparation, applying presorted postage (where applicable) and sending via the United States Postal Service. Document types include but are not limited to statements, postcards and letters. InfoSend will provide Client with the resources to track these services via InfoSend's job tracking system, during the term of this agreement.

Section 3. Confidentiality of Information

Any and all information, data, reports and documentation relating to Client's business submitted and /or supplied by Client to InfoSend under this agreement shall be treated as confidential by InfoSend and shall not, unless otherwise required by law, be disclosed to any third party by InfoSend without Client's written consent.

Section 4. Limitation of Liability and Indemnification

InfoSend will not be responsible for actions or omissions resulting from receiving data and/or following instructions received from Client. No damages shall be assessed against InfoSend when any delay or breach on InfoSend's part is caused by failure of Client to perform Clients' responsibilities or any other reason beyond the control of InfoSend.

InfoSend is a service provider, as such; Client acknowledges that data processing involves the risk of human and machine errors that InfoSend shall not be liable for any reasonable or unforeseen errors, omissions, delays or losses. In no event shall InfoSend be liable for indirect, special or consequential damages even if InfoSend has been advised of the possibility of such potential claim, loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. Notwithstanding anything to the contrary contained herein, InfoSend shall not be responsible for delays in receipt of client information or processing client information because of causes beyond its reasonable control, including, without limitation failures or limitations on the availability of third party telecommunications or other transmission facilities and Clients' failure to properly enter and/or transmit information.

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Section 5. Invoicing and Payment

Client agrees to pay InfoSend for goods and services provided according to the rates set forth in Section 7. InfoSend will issue monthly invoices, which will include the breakdown amounts of daily production runs.

Invoice terms are NET 30 days, interest to be added at 1.5% per month on invoices outstanding after thirty (30) days.

Section 6. Custom Forms/Envelopes

If Client has requested custom forms/envelopes, Client agrees to purchase the remaining supplies of requested custom forms/envelopes in the event Client terminates the agreement, or InfoSend terminates the agreement as a result of Client's uncured breach. Client agrees to purchase the remaining supply of custom forms/envelopes upon Client's request to change the custom forms/envelopes before the supply has been depleted. Custom form orders are not to exceed six (6) month's supply.

Section 7. Cost of Services

Sales tax is not included in the materials costs. Sales tax will be charged at the current Orange County, CA rate.

InfoSend's Monthly Fees – Turnkey Data Processing, Print & Mail Service:

The individual prices shown in the table below apply only to the turnkey data processing, printing, and mailing service for the following document types. Other types of document printing and or mailing can be quoted later, if needed.

Primary Services	Turnkey data processing, printing, and mailing service Price is per physical page. Includes processing of your unique data, CASS address validation, presorting, printing, and mail insertion. Finished mailpieces are delivered to the USPS within one (1) business day . Excludes materials, sales tax for materials, and postage. A postage deposit will be required. <i>Pricing assumes the use of materials options listed in the below section.</i>	Per physical page	Options Below:
		Utility Statements & Closing Utility Statements Est. Volume 14,000/month Price includes simplex printing of variable data on the front of the page in black ink. The static backer is printed in one color. Static form elements are printed in color.	\$0.0793
		Final/Delinquent Notices Est. Volume 6,000/month Price includes simplex printing of variable data on the front of the page in black ink. The static backer is printed in one color. Static form elements are printed in color.	\$0.0793
		Postage (for all job types) You will be invoiced for the exact postage used	Pass Through

Materials	Forms		
	All Bills: white paper stock with perforation. Paper is 8.5x11" and 24lb. Variable data and static information is printed on the front and back of the page. Price includes all inventory costs.	Per Sheet	\$0.0146
	InfoSend Standard Window Envelopes		
	Standard Window Envelopes These envelopes include security tint printed on the inside of the paper stock and clear film that prevent the contents of the envelope from being viewed. These envelopes also use sustainably logged paper (SFI) . If you would like to use 30% post-consumer recycled paper stock instead the cost of each envelope goes up \$0.004.	Per Standard Envelope	Options Below:
		#10 InfoSend Standard Double Window Outgoing	\$0.0146
		#9 InfoSend Standard Single Window Return Envelope	\$0.0136

Optional Service Features	Electronic Address Updates – NCOALink or ACS Per reported update. InfoSend electronically reports the addresses it received in your data that need to be updated because the customer filed a Change of Address Report with the USPS.	Per Update	\$0.30
	Drop-Shipped Inserts Clients can print and fold inserts and ship them to InfoSend to be mailed with the statements. If folding is required add \$0.01 to the fee. InfoSend-printed inserts are quoted upon request. No additional service cost to use selective inserting to selectively include inserts with certain bill types only (setup costs can apply in some situations for advanced selective inserting criteria). Cost includes all inventory costs.	Per Insert	\$0.01
	Online Print Image Archiving Each bill is stored as a PDF and indexed in a database. Search by account number or other key fields. You are charged one up-front fee per document to process it, index it, and store it for a set number of months.	Per PDF (No Setup Fee)	\$0.008 - For 3 Months of Retention \$0.01 - For 6 Months of Retention \$0.014 - For 12 Months of Retention
	Optional Color Variable Data Printing Black plus up to 2 spot colors (currently used) Full Color Variable Data Printing	Per Page	\$0.02 \$0.03
	Professional Services Per hour and performed only upon request. For customizations made to document processing program or document format after go-live. Work is only started after receiving your approval of a formal quote.	Per Hour	\$160.00

Section 8. Agreement Prices

The printing and mailing unit prices quoted shall remain firm for all three years of this agreement.

Section 9. USPS Postage Rates

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any cost of service fees from InfoSend. In no event shall any change in the postage rates affect the cost of service or materials from InfoSend. The Client will be invoiced the amount of excess for overweight and foreign mail.

Section 10. Postage Prepayment

InfoSend purchases the postage needed to mail Client documents on the day of mailing. The postage charges are later invoiced to Client based on the payment terms listed in Section 5. InfoSend requires Client to submit a postage prepayment prior to the first mailing to facilitate the payment terms. This amount will remain in prepayment for the duration of the contract. Should Client decide not to renew the contract and continue using InfoSend's services the postage prepayment will be refunded. The full prepayment will be refunded as soon as Client pays the closing statement for services rendered. Both InfoSend and Client can elect to apply the prepayment against the final statement.

The prepayment amount is calculated by multiplying the estimated number mail pieces per month by the current maximum pre-sorted first class postage rate, then multiplying this figure by two to facilitate the payment terms in Section 5. The postage prepayment amount is subject to an annual review and may be adjusted to account for increases to Client mailing volume or USPS postage rate. The postage prepayment amount due for your account is: 22,000 mail pieces per month x \$0.382 x 2 = \$16,808. Please note that this amount has previously been submitted and is recorded on your account. There is no need to send in a check at this time.

Section 11. Programming

Once the initial service implementation is complete, the client can request additional programming. Occasional programming requests that require less than one hour of work are not assessed a programming fee. Programming fees will apply should the programming requests become frequent or require more than one hour of programming per request. InfoSend will provide an estimated programming timeframe and cost for these types of programming requests. Examples include but are not limited to: modifications to existing program(s), the addition of a new program or programs, and any software conversions resulting in a new client data format or change to the existing client data format. Upon receipt of the client's written approval, InfoSend will proceed with the work requested. The client will be invoiced at the current hourly programming fee.

Section 12. Performance Guarantee

InfoSend will deliver Client's bills to the USPS within one (1) business day of receipt of Client's billing file. Client will have the ability to track the time data is received by InfoSend via InfoSend's online job tracking.

Section 13. Miscellaneous

The substantive laws of the state of California shall govern this agreement. It constitutes the entire agreement between the parties with respect to the subject matter hereof. No representations and agreements modifying or supplementing the terms of this agreement will be valid unless in writing, signed by persons authorized to sign agreements on behalf of both parties. This agreement is not intended to, and shall not be construed to, create or confer any right in or upon any person or entity not a party to it.

**City of Compton
City Attorney's Office**

Name: Craig Cornwell
Title: City Attorney
Signature: _____
Date: _____

InfoSend, Inc.

Name: _____
Title: _____
Signature: _____
Date: _____

City Manager's Office

Name: Jerry Groomes
Title: Interim City Manager

Signature: _____
Date: _____

City Clerk's Office

Name: Anita Godwin
Title: City Clerk

Signature: _____
Date: _____

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Water Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANGER TO ENTER INTO A THREE (3) YEAR SERVICE AGREEMENT WITH AND ISSUE A PURCHASE ORDER TO INFOSEND, INC. FOR PROCESSING, PRINTING AND MAILING THE WATER DEPARTMENT WATER BILLS AND BILL INSERTS (\$145,000)

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

9/1/2016 9:48:54 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

9/1/2016 2:21:11 PM
DATE

Barbara Rumbaoa
CITY CONTROLLER

9/1/2016 11:39:51 AM
DATE

Jerome Groomes
CITY MANAGER

9/1/2016 9:53:58 AM
DATE

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

September 6, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

**FROM: BRYAN BATISTE, FIRE CHIEF
FIRE DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF COMPTON AUTHORIZING A PURCHASE ORDER
WITH ACURA SYSTEMS INTERNATIONAL INC. TO
PURCHASE MOBILE DATA COMPUTERS FOR FIRE
DEPARTMENT RESPONSE VEHICLES (\$53,450.00)**

SUMMARY

Adoption of this Resolution by City Council will authorize the City Manager to approve a purchase order with Acura Systems International Inc. in the amount of \$53,450.00 dollars. The purchase order will provide funds to purchase new Mobile Data Computers, (MDC's) to be installed in emergency response vehicles and hazard materials vehicles.

BACKGROUND

The Fire Department is required to provide and maintain MDC's. MDC's are installed on each Fire Department emergency response vehicle and provide the needed emergency response incident data to first responders and to assist with information to mitigate an emergency. Currently, the Fire Department is utilizing MDC's that are antiquated and do not meet the minimum software and security standards. The current fleet of MDC's has been in use for over 11 years. Most units are not working regularly and are out of service constantly. The Joint Powers Communications Center (JPCC) and Downey Fire Dispatch in conjunction with Compton Fire, Vernon Fire, Santa Fe Springs Fire has agreed upon the quoted equipment as the units best fit for our shared emergency mobile data networking equipment.

STATEMENT OF ISSUE

In 2015, the network utilized by the Fire Departments dispatching center upgraded their hardware and software to the latest Windows software. The current MDC hardware cannot be upgraded any further to work with the shared hardware and software.

#19.

ALTERNATIVE

There are two alternatives at the City's disposal. The first alternative is to find a new dispatching center and purchase the hardware and software that is required for their system. The second alternative is to not have Mobile Data Computers on the first responder apparatus. The later alternative would cause delays in emergency responses.

FISCAL IMPACT

There is no further impact as funds are available in City's Fire Department FY 2016-2017 budget in Account Nos. 1001-69-0000-4250, 1001-69-0000-4229 and 1003-69-0000-4240.

1001-69-0000-4250	\$20,000.00
1001-69-0000-4229	\$10,000.00
1003-69-0000-4240	<u>\$23,450.00</u>
Total=	\$53,450.00

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution.

BRYAN BATISTE
FIRE CHIEF

APPROVED FOR FORWARDING:

JERRY GROOMES
INTERIM CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER WITH ACURA SYSTEMS INTERNATIONAL INC. TO PURCHASE MOBILE DATA COMPUTERS FOR FIRE DEPARTMENT RESPONSE VEHICLES (\$53,450.00)

WHEREAS, the City of Compton Fire Department is required to provide Mobile Data Communication (MDC) equipment on Fire Department response vehicles; and

WHEREAS, the City's Fire Department shares 911 emergency mobile data networking with the Joint Powers Communications Center (JPCC, Downey Fire), for such equipment use; and

WHEREAS, the other three partner agencies have already moved to the new hardware; and

WHEREAS, the City's Fire Department is currently using MDC's that are eleven (11) years old and no longer can be utilized to work with current software configurations; and

WHEREAS, Acura System International Inc. has provided the best quote for all agencies and was utilized by the other partners to provide the equipment; and

WHEREAS, the City's Fire Department will purchase fifteen (15) new mobile computers and seventeen (17) docking units; and

WHEREAS, City Council approval is required since the expenditure amount will exceed Fiscal Year purchase limit of \$5,000.00.

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

Section 1. That the City Manager is hereby authorized to issue a purchase order in the amount of Fifty Three Thousand Four Hundred Fifty Dollars (\$53,450.00) to Acura Systems International, Inc. for the purchase of fifteen (15) new mobile computers and seventeen (17) docking units.

Section 2. The funds in the amount of Fifty Three Thousand Four Hundred Fifty Dollars (\$53,450.00) for this expenditure are available in the Fire Department 2016-2017 Fiscal Year budget in Account Nos. 1001-69-0000-4250, 1001-69-00004229 and 1003-69-0000-4240.

1001-69-0000-4250	- \$20,000.00
1001-69-0000-4229	- \$10,000.00
1003-69-0000-4240	- <u>\$23,450.00</u>
	\$53,450.00

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

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

ADOPTED this _____ day of _____, 2016

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

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

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Fire Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER WITH ACURA SYSTEMS INTERNATIONAL INC. TO PURCHASE MOBILE DATA COMPUTERS FOR FIRE DEPARTMENT RESPONSE VEHICLES (\$53,450.00)

Bryan Batiste
DEPARTMENT MANAGER’S SIGNATURE

8/11/2016 1:10:56 PM
DATE

REVIEW / APPROVAL

Merle Greene
CITY ATTORNEY

8/31/2016 6:34:53 PM
DATE

Barbara Rumbaoa
CITY CONTROLLER

8/31/2016 3:05:44 PM
DATE

Jerry Groomes
CITY MANAGER

8/31/2016 11:59:52 AM
DATE

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

September 6, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING RENEWAL OF THE SERVICE
CONTRACT WITH AND ISSUANCE OF A PURCHASE ORDER
FOR COMMLINE, INC. FOR THE PURCHASE AND
INSTALLATION OF UPGRADED RADIO EQUIPMENT (\$53,924)**

SUMMARY

Adoption of this resolution will authorize the Interim City Manager to renew the service and technical support agreement with Commline, Inc. ("CommLine"), and for the purchase and installation of upgraded mobile radios, in addition to other need of the Compton Fire Department during the 2016-2017 Fiscal Year.

BACKGROUND

The Fire Department ("Department") is responsible for providing and maintaining emergency two-way mobile/portable radio communication equipment.

Commline, Inc. is the Department's assigned Motorola service provider for needed service, repairs, tuning and programming of the current fleet of mobile and portable radios through service and technical support contract which expired June 30, 2016.

STATEMENT OF ISSUE

The Department is in need of new mobile radios that are able to meet the Homeland Security Interoperability Communication capabilities. Working with Commline, the Department has developed a plan to retrofit and upgrade all of the current fleet at a considerably less fiscal impact rather than purchasing all new equipment.

Los Angeles area fire departments have a common emergency interoperability communication plan. This interoperability plan allows for any and all departments to work seamlessly in times of emergencies. The Los Angeles Area Fire Chiefs Association provided all departments with portable radios two years ago through a federal grant and all departments were to upgrade their mobile radios. The Department has not upgraded our mobile radios yet. The current fleet of radios will be utilized by reprogramming them with the latest Motorola

**Staff Report – Resolution Authorizing Contract
Renewal & Installation of Mobile Radios
September 6, 2016, page 2**

firmware. Using retrofit equipment, the radios can be connected to new display heads. Most of the current fleet of mobile radios is over 10 years old. The current fleet was purchased due to its ability to be upgraded and retrofitted with the changing needs without having to continually buy new hardware. Equipment, accessories, wiring and professional installation is needed to complete this project.

Without upgrading the mobile radio equipment the fire department will not be able to communicate during emergencies efficiently and have interoperability with all resources that would respond to an emergency.

The Department is anticipating other accessories and equipment needs throughout this fiscal year. New antennas, microphones and batteries are regularly needed.

Commline is a long standing certified and reliable vendor for the Department and is the designated Motorola dealer.

ALTERNATIVE

The alternative would be to go out to bid to upgrade and purchase a new fleet of radios from another vendor. This alternative would be an extreme burden and not cost effective to the fiscal budget. Another alternative is to upgrade by purchasing an entire new Motorola fleet of radios.

FISCAL IMPACT

The anticipated costs of these services during Fiscal Year 2016-2017 are as follows:

FY 16-17 Annual service Contract	\$9,924.00
Retrofit upgrade installation project	\$41,500.00
FY 16-17 Anticipated needs	<u>\$2,500.00</u>
Total=	\$53,924.00

**Staff Report – Resolution Authorizing Contract
Renewal & Installation of Mobile Radios
September 6, 2016, page 3**

There is no further impact to the General Fund. Funds for these expenditures are available in Department's FY 2016-2017 budget as follows:

1001-69-0000-4250	\$20,000
1001-69-0000-4269	\$9,924
1001-69-0000-4229	\$10,000
1003-69-0000-4240	<u>\$14,000</u>
Total	\$53,924

RECOMMENDATION

Staff recommends that Council approve the attached Resolution.

**BRYAN BATISTE, (ACTING) FIRE CHIEF
COMPTON FIRE DEPARTMENT**

APPROVED FOR FORWARDING:

**JEROME G. GROOMES
INTERIM CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING RENEWAL OF THE SERVICE CONTRACT WITH AND
ISSUANCE OF A PURCHASE ORDER FOR COMMLINE, INC. FOR THE
PURCHASE AND INSTALLATION OF UPGRADED RADIO EQUIPMENT
(\$53,924)

WHEREAS, the Fire Department is required to provide and maintain emergency two-way mobile and portable radio communication equipment;

WHEREAS, Commline, Inc. is the Department's assigned Motorola service provider for needed service, repairs, tuning and programming of the current fleet of mobile and portable radios through a service and technical support contract which expired June 30, 2016; and

WHEREAS, most of the current fleet of mobile radios is over 10 years old, however, the current fleet was purchased due to its ability to be upgraded and retrofitted with the changing needs without having to continually buy new hardware; and

WHEREAS, the Fire Department needs mobile radios that are capable of meeting the Homeland Security Interoperability Communication capabilities; therefore the Department, in working with Commline, has developed a plan to retrofit and upgrade all of the current fleet at a considerably less fiscal impact than purchasing all new equipment; and

WHEREAS, the Fire Department is anticipating other accessories and equipment needs throughout this fiscal year; such as, new antennas, microphones and batteries and the Fire Department regularly uses Commline, Inc. for such equipment purchases; and

WHEREAS, fund for the renewal of the service agreement and purchase and installation of upgraded radio equipment are available in the 2016-2017 Fiscal Year budget.

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

Section 1. That the Interim City Manager, on the advice and approval of the City Attorney is hereby authorized to renew the service and technical support agreement with CommLine, Inc. for a period of twelve (12) months, July 1, 2016 through June 30, 2017 in an amount Nine Thousand Nine Hundred Twenty Four Dollars (\$9,924.00).

Section 2. That a purchase order is authorized to be established for CommLine, Inc. in an amount not to exceed Fifty Three Thousand Nine Hundred Twenty Four Dollars (\$53,924.00) to pay for the cost of renewal of the service agreement, the retrofit upgrade installation project and other anticipated equipment needs of the Fire Department during the 2016-2017 Fiscal Year.

Section 3. The funds for said expenditures are available in the Fire Department's 2016-2017 Fiscal Year budget in the following accounts:

1001-69-0000-4250	\$20,000
1001-69-0000-4269	\$9,924
1001-69-0000-4229	\$10,000
1003-69-0000-4240	<u>\$14,000</u>
Total	\$53,924

Resolution No. _____
Page 2

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

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

ADOPTED this _____ day of _____, 2016

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

COMMLine inc.

5563 Sepulveda Blvd., Suite D, Culver City, CA 90230
(Main) 310.390.8003 (Fax) 310.390.4393
www.CommlineInc.com

SERVICE CONTRACT

- I. The following service agreement is between Commline, Inc. and City of Compton (the Customer) at 205 South Willowbrook Avenue, Compton, California 90220.
- II. This agreement is valid from July 1, 2016 to June 30, 2017, a 1 year contract between the above stated parties.
- III. Commline will be contracted to provide general technical and sales support of the Customer's Compton Fire Department Two-way communications hardware.
 - a. Attached is a list of the model numbers and serial numbers of the radios covered by this contract - Appendix A
 - b. Additions or deletions of radios from the above list will require a written submission and approval from both parties before being considered.
- IV. Technical Support
 - a. Technical support will include general repair and maintenance of the above-mentioned equipment, identified by serial number.
 - b. General repairs will be defined as repairs of radios that include the following: intermittent or no transmit/receive; intermittent or no power; unresponsive /missing knobs and buttons; programming, tuning and aligning.
 - c. Certain technical support and repairs will be not covered under this agreement, such as, radio problems caused by excessive physical abuse/accidents or misuse; force majeure; fire; liquid damage; lack of performance due to the current repeater setup and location will also not be included.
- V. Service Scope
 - a. Service Calls: Commline will provide support within 48 hours of a call or email. Calls generated on Saturday, Sunday and bank holidays will be serviced the following business day.
 - b. Repeater Infrastructure Troubleshooting: Commline will provide initial troubleshooting/assessment of the existing repeater infrastructure problems. Labor will be covered by the service contract, but replacement cost of bad equipment will be invoiced accordingly.
 - c. Radio/Repeater Repairs:
 - i. Repair requests will be picked up by a Commline representative/courier service or by UPS label provided by Commline, within 48 hours of request. When sending in repair requests, please send the radio only. Please do not include antenna and battery, unless the battery is part of the repair request.
 - ii. Radio repairs, if repairable, will be completed no longer than 2 weeks from receipt of equipment. If repairs are to take longer than 2 weeks, notice will be submitted to inform of a revised return date.
 - iii. Beyond Economic Repair – Radio repair costs that exceed the market value of the radio can be deemed 'Beyond Economic Repair or BER'. Common reasons to be considered as BER include: damage to PC boards, unavailability of parts due to discontinuation of radio/parts, etc.
 - iv. Repaired radios will have a 90 day warranty.
 - d. Loaner Radio Program: Commline will provide complimentary loaner radios to replace radios that are sent in for repair. Additional loaners can be requested if needed. Lost or damaged radios will be invoiced separately at the end of the service contract at full retail price.

COMMLine inc.

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- e. Replacement Battery Program: Commline will provide a new/equivalent replacement battery for date codes that exceed 1 year old.
- f. Bank Charger Program: Commline will repair/replace malfunctioning charger pods on multi-unit chargers only. Repairs/replacements will not be valid for damages caused by liquid or physical force.
- g. Preventative Maintenance Program: Commline will provide scheduled onsite maintenance of existing repeater infrastructure.

VI. Financial Terms & Obligations

- a. The Customer will provide payment of **\$9,924.00** annual payment, to cover the above listed radio equipment.
- b. Payment is due on a NET 30 day basis.
- c. Late payment (considered 5 days after due day) is subject to the maximum interest allowable by law, plus any penalty fees caused by bad payment, such as insufficient funds.

QTY	DESCRIPTION	UNIT	PRICE	EXTENDED PRICE
52	Portables	\$	6.00	\$ 312.00
47	Mobiles	\$	7.00	\$ 329.00
31	APX 7000 XE	\$	6.00	\$ 186.00
			MONTHLY TOTAL	\$ 827.00
			ANNUAL TOTAL	\$ 9,924.00

VII. Extension & Termination Options

- a. Upon completion of the 1 year contract, the Customer will have the option to extend the contract with written notice. If no notice is provided, the contract will continue on a month to month basis, subject to termination on thirty (30) days written notice by either party.
- b. The Customer may terminate this contract immediately, upon written notification in the event Commline does not provide said services outlined in this contract to an acceptable level.
- c. If termination by the Customer occurs before the natural expiration of the contract, Customer will be responsible for paying out the remaining contract amount within 60 days of termination, unless the termination was due to material breach of this contract by Commline.

COMMLine inc.

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(Main) 310.390.8003 (Fax) 310.390.4393
www.CommlineInc.com

Agreed and Accepted by:

COMMLINE, INC.

By _____ Dated: _____
James Jun, President/CEO

CITY OF COMPTON (CUSTOMER)
Recommended for Approval by:

By _____ Dated: _____
Bryan Batiste, Fire Chief
Compton Fire Department

Approved by:

By _____ Dated: _____
Jerome G. Groomes, City Manager

Approved as to form:

By _____ Dated: _____
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _____ By _____
Alita Godwin, City Clerk

APPENDIX A. - Radio Inventory

Compton FC Portable Radio List				
Assign	Alias	Model #		CALL ID
Fire Chief	4001	MOD III	UHF 5000R	CMP CHIEF
404-1	4041	MOD III	UHF 5000R	BC 404 1
404-2	4042	MOD III	UHF 5000R	BC 404 2
404-3	4043	MOD III	UHF 5000R	BC 404 3
404-4	4043	MOD III	UHF 5000R	BC 404 4
41-1	4101	MOD III	UHF 5000R	E41 CAPT
41-2	4102	MOD III	UHF 5000R	E41 ENG
41-3	4103	MOD III	UHF 5000R	E41 FF 1
41-4	4104	MOD III	UHF 5000R	E41 FF 2
42-1	4201	MOD III	UHF 5000R	E42 CAPT
42-2	4202	MOD III	UHF 5000R	E42 ENG
42-3	4203	MOD III	UHF 5000R	E42 FF 1
42-4	4204	MOD III	UHF 5000R	E42 FF 2
43-1	4301	MOD III	UHF 5000R	E43 CAPT
43-2	4302	MOD III	UHF 5000R	E43 ENG
43-4	4304	MOD III	UHF 5000R	E43 FF2
44-1	4401	MOD III	UHF 5000R	E44 CAPT
44-2	4402	MOD III	UHF 5000R	E44 ENG
44-3	4403	MOD III	UHF 5000R	E44 FF 1
44-4	4404	MOD III	UHF 5000R	E44 FF 2
411-1	4111	MOD III	UHF 5000R	T411 CAPT
411-2	4112	MOD III	UHF 5000R	T411 ENG
411-3	4113	MOD III	UHF 5000R	T411 FF1
411-4	4114	MOD III	UHF 5000R	T411 FF2
421-1	4211	MOD III	UHF 5000R	E421 CAPT
421-2	4212	MOD III	UHF 5000R	E421 ENG
421-3	4213	MOD III	UHF 5000R	E421 FF 1
421-4	4214	MOD III	UHF 5000R	E421 FF 2
422-1	4221	MOD III	UHF 5000R	E421 CAPT
422-2	4222	MOD III	UHF 5000R	E421 ENG
444-1	4441	MOD III	UHF 5000R	R444 1
444-2	4442	MOD III	UHF 5000R	R444 2
445-1	4451	MOD III	UHF 5000R	R445 1
445-2	4452	MOD III	UHF 5000R	R445 2
ARSON	4361	MOD III	UHF 2500	SMOKEY
EMS 403	4031	MOD III	UHF 2500	CMP EMS

5563 Sepulveda Blvd., Suite D, Culver City, CA 90230
(Main) 310.390.8003 (Fax) 310.390.4393
www.CommlineInc.com

APPENDIX A. - Radio Inventory

[illegible]

APPENDIX A. - Radio Inventory

Compton FD Mobile Radio List				
Assign	Alias	Model #		CALL ID
404	4040		UHF AstroXTL5000	CMP BC
404	4045		UHF AstroXTL5000	CMP BC
404	4046		UHF AstroXTL5000	CMP BC
41	4100		UHF AstroXTL5000	E 41
42	4200		UHF AstroXTL5000	E 42
43	4300		UHF AstroXTL5000	E 43
44	4400		UHF AstroXTL5000	E 44
411	4110		UHF AstroXTL5000	T 411
444	4440		UHF AstroXTL5000	R 444
445	4450		UHF AstroXTL5000	R 445
446	4460		UHF AstroXTL5000	R 446
447	4470		UHF AstroXTL5000	R 447
448	4480		UHF AstroXTL5000	R 448
422	4220		UHF AstroXTL5000	E 422
428	4280		UHF AstroXTL5000	A/U 428
451	4510		UHF AstroXTL5000	P/U 451
412	4120		UHF AstroXTL5000	T 412
400	4000		UHFXTL5000SilvrO5	CMP CHIEF
401	4010		UHFXTL5000SilvrO5	CMP DC
404R	4049		UHFXTL5000SilvrO5	CMP BC R
441	4410		UHFXTL2500BLkM5	S 441
442	4420		UHFXTL2500BLkM5	S 442
443	4430		UHFXTL2500BLkM5	S 443
421	4210		UHFXTL2500BLkM5	E 421
HQ	4300		UHFXTL2500BLkM5	CMP HQ
404	4040		VHFASTROXTL5000	CMP BC
404	4045		VHFASTROXTL5000	CMP BC
404	4046		VHFASTROXTL5000	CMP BC
41	4100		VHFASTROXTL5000	E41

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APPENDIX A. - Radio Inventory

[illegible]

#20.

COMMLine inc.

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www.CommlineInc.com

		COMPTON APEX 7000XE		
		Serial #	Model #	TRUNK ID
1		562CNF0073	H49TGD9PW1AN	48551
2		562CNF0074	H49TGD9PW1AN	48552
3		562CNF0075	H49TGD9PW1AN	48553
4		562CNF0076	H49TGD9PW1AN	48554
5		562CNF0077	H49TGD9PW1AN	48555
6		562CNF0078	H49TGD9PW1AN	48556
7		562CNF0079	H49TGD9PW1AN	48557
8		562CNF0080	H49TGD9PW1AN	48558
9		562CNF0081	H49TGD9PW1AN	48559
10		562CNF0082	H49TGD9PW1AN	48560
11		562CNF0083	H49TGD9PW1AN	48561
12		562CNF0084	H49TGD9PW1AN	48562
13		562CNF0085	H49TGD9PW1AN	48563
14		562CNF0086	H49TGD9PW1AN	48564
15		562CNF0087	H49TGD9PW1AN	48565
16		562CNF0088	H49TGD9PW1AN	48566
17		562CNF0089	H49TGD9PW1AN	48567
18		562CNF0090	H49TGD9PW1AN	48568
19		562CNF0091	H49TGD9PW1AN	48569
20		562CNF0092	H49TGD9PW1AN	48570
21		562CNF0093	H49TGD9PW1AN	48571
22		562CNF0094	H49TGD9PW1AN	48572
23		562CNF0095	H49TGD9PW1AN	48573
24		562CNF0096	H49TGD9PW1AN	48574
25		562CNF0097	H49TGD9PW1AN	48575
26		562CNF0098	H49TGD9PW1AN	48576
27		562CRZ0022		48577
28		562CRZ0023		48578
29		572CRZ0024		48579
30		562CRZ0025		48580
31		562CRZ0026		48581

RESOLUTION SIGN-OFF FORM

DEPARTMENT:

Fire Department

RESOLUTION TITLE:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING RENEWAL OF THE SERVICE CONTRACT WITH AND ISSUANCE OF A PURCHASE ORDER FOR COMMLINE, INC. FOR THE PURCHASE AND INSTALLATION OF UPGRADED RADIO EQUIPMENT (\$53,924)

Bryan Batiste

DEPARTMENT MANAGER’S SIGNATURE

8/15/2016 5:02:03 PM

DATE

REVIEW / APPROVAL

Ruth Rugley

CITY ATTORNEY

8/31/2016 3:24:06 PM

DATE

Barbara Rumbaoa

CITY CONTROLLER

8/31/2016 12:13:00 PM

DATE

Jerome Groomes

CITY MANAGER

8/31/2016 12:01:17 PM

DATE

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

SEPTEMBER 6, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: DAVID DENT, CHIEF BUILDING OFFICIAL
BUILDING AND SAFETY DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE RENEWAL OF THE
CONTRACTUAL AGREEMENTS WITH ALL CITY MANAGEMENT
SERVICES, INC. AND COMPTON UNIFIED SCHOOL DISTRICT
REGARDING THE PROVISION OF CROSSING GUARD SERVICES
AND THE ISSUANCE OF A PURCHASE ORDER FOR FISCAL YEAR
2016-2017 (\$289,393.91)**

SUMMARY

Adoption of this resolution will authorize the renewal and continuance of the agreement with All City Management Services, Inc. ("All City") for provision of private crossing guard services and responsibilities during Fiscal Year 2016-2017 for the total sum Two Hundred Eighty Nine Thousand Three Hundred Ninety Three Dollars and Ninety-One Cents (\$289,393.91) and the agreement with Compton Unified School District for sharing in the cost of providing the private crossing guard services.

BACKGROUND

On December 22, 2015, the City Council adopted Resolution No. 24,265, authorizing the City Manager to enter into two (02) contractual agreements; one with All City to provide private crossing guard services for specified locations with the Compton Unified School District, in addition to entering into a contract with the Compton Unified School District to equally share the cost of the services provided by All City.

All City currently provides Two Thousand Five Hundred (2,500) crossing guards in the state for 130 agencies, including surrounding cities and the county areas. All City is the only viable vendor to provide crossing guard services in the State of California. An internet search for other private crossing guard services has revealed that most of the trained crossing guard services are operated through the cities school districts and not through private companies, and All City is the only company that provides crossing guard services exclusively.

Staff Report - All City Management Services, Inc.
& Compton Unified School District/School Crossing
Guard Services (FY 2016-2017)
September 6, 2016, page 2

STATEMENT OF FACT

The City of Compton and the Compton Unified School District wish to renew and continue the agreement with All City Management Services, Inc. for 2016-2017 school year. All City shall provide crossing guard services at twenty two (22) crossing sites for four (4) hours per day at the cost of \$17.05 per hour per crossing guard and crossing guard services at one (1) crossing site for 4.75 hours per day at the cost of \$17.05 per hour per crossing guard. The total projected hours to be provided is 16,973.3 at the total cost for the school year (August 2016 to June 2017) of \$289,393.91. The School District will be responsible to reimburse the City half of the total cost or \$144,696.96.

FINANCIAL IMPACT

The City of Compton and the Compton Unified School District will pay equal shares of One Hundred Forty-Four Thousand Six Hundred and Ninety Six Dollars and Ninety- Six Cents (\$144,696.96) of the contractual agreement total amount for said services. Funds for crossing guard services have been allocated in the 2016-2017 Fiscal Year budget, Account No. 1001 670 000 4269.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**DAVID DENT, CHIEF BUILDING OFFICIAL
BUILDING AND SAFETY DEPARTMENT**

APPROVED AND FORWARDING:

**JEROME G. GROOMES
INTERIM CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE RENEWAL OF THE CONTRACTUAL AGREEMENTS WITH ALL CITY MANAGEMENT SERVICES, INC. AND COMPTON UNIFIED SCHOOL DISTRICT REGARDING THE PROVISION OF CROSSING GUARD SERVICES AND THE ISSUANCE OF A PURCHASE ORDER FOR FISCAL YEAR 2016-2017 (\$289,393.91)

WHEREAS, in an effort to provide for the safety and welfare of children who must cross busy thoroughfares and streets to reach their schools, the City of Compton and Compton Unified School District have collaborated to provide crossing guard services at designated locations within the City of Compton; and

WHEREAS, on December 22, 2015, the City Council adopted Resolution No. 24,265, authorizing the City Manager to enter into two (02) contractual agreements; one with All City Management Services to provide private crossing guard services for specified locations within the Compton Unified School District, in addition to entering into a contract with the Compton Unified School District to equally share the cost of the services provided by All City Management; and

WHEREAS, the City of Compton and the Compton Unified School District wish to renew and continue this contractual collaboration and the contractual agreement with All City Management Services, Inc. for Fiscal Year 2016-2017 to provide Sixteen Thousand Nine Hundred Seventy Three Point Three (16,973.3) hours of crossing guard services for a cost not to exceed Two Hundred Eighty Nine Thousand Three Hundred Ninety Three Dollars and Ninety-One Cents (\$289,393.91); and

WHEREAS, the City of Compton and the Compton Unified School District will pay equal shares of One Hundred Forty Four Thousand Six Hundred Ninety Six Dollars and Ninety-Six Cents (\$144,696.96) of the contractual agreement amount of Two Hundred Eighty Nine Thousand Three Hundred Ninety Three Dollars and Ninety- One Cents (\$289,393.91); and

WHEREAS, funds for this expenditure have been allocated in the 2016-2017 Fiscal Year budget, Account No. 1001-670-000-4269.

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

SECTION 1. That the Interim City Manager, on the advice and approval of the City Attorney is hereby authorized to renew the contractual agreements with All City Management Services, Inc. and Compton Unified School District for providing crossing guards for twenty-three (23) designated locations within the City of Compton during the 2016-2017 school year.

SECTION 2. That the cost of these crossing guard services shall be rendered for the sum of Two Hundred Eighty Nine Thousand Three Hundred Ninety Three Dollars and Ninety-One Cents (\$289,393.91); with the City of Compton and the Compton Unified School District paying equal shares of One Hundred Forty Four Thousand Six Hundred Ninety Six Dollars and Ninety-Six Cents (\$144,696.96)

SECTION 3. That funds in the amount of \$289,393.91 for this expenditure are available in Account No. 1001-670-000-4269.

SECTION 4. That a purchase order in the amount of \$289,393.91 is authorized to be issued for All City Management Services, Inc.

SECTION 5. That a copy of this Resolution shall be filed in the Offices of the City Manager, City Attorney, City Controller, Building and Safety (Code Enforcement Division).

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

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

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

CITY CLERK OF THE CITY OF COMPTON

**CROSSING GUARD SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
ALL CITY MANAGEMENT SERVICES, INC.**

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **ALL CITY MANAGEMENT SERVICES, INC.** (hereinafter referred to as "**CONTRACTOR**"), located at 10440 Pioneer Boulevard, Suite 5, Santa Fe Springs, California 90670.

RECITALS:

WHEREAS, the City of Compton and the Compton Unified School District ("CUSD") wish to provide for the safe crossing of school children at busy thoroughfares and streets near CUSD school sites; and

WHEREAS, the City has identified a need to retain the services of a qualified and experienced company to provide trained and experienced individuals to provide crossing guard services; 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, by Resolution No. _____ adopted on the ___ day of _____ 2015, the City Council authorized the City Manager to award a contract to Contractor to provide school crossing guard services for specified location within the Compton Unified School District; and

WHEREAS, Contractor is willing to render such 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. **Scope of Services to be Rendered by Contractor.** It is the mutual understanding of the parties that the Contractor shall perform and be responsible for rendering **SCHOOL CROSSING GUARD SERVICES** for the number of hours per day, days per year at each of the locations identified within All City's "**Client Worksheet 2016-2017 and Billing Summary**" which are attached hereto and incorporated herein. Subject to written notice to the Contractor, the City shall have the right to add to, delete from or revise the work schedule/locations at any time during the term of this Agreement. The Contractor shall be responsible to render services pursuant to this Agreement as follows:

- Contractor shall provide personnel properly trained as herein specified for the performance of duties of Crossing Guards. In the performance of their duties, Contractor and its employees shall conduct themselves in accordance with the

conditions of this Agreement and the laws and codes of the State of California and the City of Compton.

- Contractor shall train, schedule, provide and supervise personnel in accordance with this Agreement and the rules and regulations of the City of Compton. Crossing Guards shall perform their duties as trained and within the City's rules for such guards.
- Contractor shall train persons provided as Crossing Guards in the laws and codes of the State of California and the City of Compton pertaining to general pedestrian safety and school crossing areas.
- Contractor shall provide Crossing Guard services at the designated locations and at the designated hours on all days on which the designated schools of CUSD are in session.
- Contractor shall schedule and provide supervisory personnel to see that guard activities are taking place at the required places and times, and in accordance with all items of this Agreement.
- Contractor shall maintain adequate reserve personnel to be able to furnish alternative Crossing Guards in the event that any person fails to report to work at the assigned time and location.
- Contractor shall provide all Crossing Guards with uniformed apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. Contractor shall also provide all Crossing Guards with hand held Stop signs and any and all other safety equipment that shall be necessary to fulfill the terms and conditions of this Agreement. Apparel and equipment shall be pre-approved by the City Manager or his/her designee.

Contractor acknowledges that in entering into this Agreement the City is relying on Contractor's skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, Contractor agrees to perform all the said work and furnish all the necessary materials and equipment 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. Contractor shall bear all costs associated with this work, including but not limited to all professional, technical, clerical services, materials, equipment, transportation, telephone, etc., used by Contractor in connection with this work.

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 performing services pursuant to this Agreement.

2. Duration of Contract. This Agreement shall extend for the term of the Compton Unified School District school year – August 2016 through June 2017, unless this Agreement is extended or terminated as provided herein.

3. Compensation. Compensation to Contractor shall be based on the following billing rates, with a maximum not-to-exceed total compensation of **Two Eighty Nine Thousand Three Hundred Ninety Three Dollars and Ninety-One Cents (\$289,393.91)**:

- **Seventeen Dollars and Five Cents (\$17.05) per hour of guard services provided, with a maximum total of 16,973.3 hours of services provided during term of Agreement.**

The total sum paid Contractor include compensation for all work, including travel, materials, equipment, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the work. In the instance of a change in the scope of work, adjustment to the compensation will be negotiated between Contractor and the City. Adjustment in the total compensation will not be effective until authorized by contract amendment and approved by Contractor and the City.

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. If Contractor fails to provide the services required pursuant to this Agreement, except for those amounts that are due and not reasonably in dispute, the City shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein. Invoices shall detail the work performed and shall be delivered or mailed to the **Chief Building Official or his/her authorized designee** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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. Independent Contractor Status. Contractor, its officers, employees, 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(s) 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.

5. 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.

6. 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.

7. 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.

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

9. 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 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.

10. 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 coverage's 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-designated insured's except for Workers Compensation insurance. Contractor will obtain occurrence 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.

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

10.2 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of a minimum \$1,000,000 per accident for bodily injury and which specifically covers all persons providing services by or on behalf of the Contractor and all risks to such persons under the Agreement. 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.

10.3 Automotive Liability. A minimum of \$1,000,000 for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto". If Contractor does not own any company vehicles, the requirement may be satisfied by providing (a) a Personal Automobile Liability policy for the Contractor's own vehicle; and (b) a non-owned auto endorsement to the Commercial General Liability policy if Contractor may use vehicles of others (e.g., vehicles of employees).

Endorsements. For Commercial General 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 insured's**" 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 shall furnish certificates of insurance and endorsements to City.***

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

11. 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*.

12. 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.

13. 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.

14. 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.

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. In the event the Contractor encounters any conflict between such laws and ordinances, Contractor shall notify the City in writing and the parties agree to work cooperatively to resolve the conflict.

16. Termination. In the event of the Contractor's failure to 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 to the City address contained in this Agreement.

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. 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. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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:

**All City Management Services, Inc.
10440 Pioneer Boulevard, Suite 5
Santa Fe Springs, California 90670
Attn: Demetra Farwell, Administrative Services
Manager
(310) 202-8284
(310) 202-8325 – fax.**

To City:

**City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Chief Building Official
(310) 605-5509
(310) 605-5598 – fax.**

Copy to:

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

25. 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.

ALL CITY MANAGEMENT SERVICES, INC.
CONTRACTOR

Dated: _____

By _____
**Demetra Farwell, Administrative
Services Manager**

CITY OF COMPTON
Recommended for Approval:

Dated: _____

By _____
David Dent, Chief Building Official

Dated: _____

By _____
Jerome G. Groomes, Interim City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

All City Management Services Inc.

Client Worksheet 2016-2017

Department: 5001

Billing Rate for 2016/2017: \$17.05

City of Compton
205 S. Willowbrook
Compton, CA 90220

KEY:**Traditional Calendar:**

For sites with no regularly scheduled early release days, use 180 regular days

For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

Summer School

For schools with Summer School sessions use 19 days

Sites with traditional calendar:

		88		183		\$17.05	=	\$274,573.20
22	Sites at 4.0 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
		4.75		183		\$17.05	=	\$14,820.71
1	Site at 4.75 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

Email from the client dated 8/2/16 states they are adding 3 days

TOTAL PROJECTED HOURS

16973.3

TOTAL ANNUAL PROJECTED COST

\$289,393.91



All City Management Services Billing Summary

5001
Compton, City of

Sunday, February 28, 2016 - Saturday, March 12, 2016

Site#	Intersection	MON 29	TUE 1	WED 2	THU 3	FRI 4	MON 7	TUE 8	WED 9	THU 10	FRI 11	Total
1	Aprilla/Compton (SW)	4	4	4	4	4	4	4	4	4	4	40
2	156th/Central (NE)	4	4	4	4	4	4	4	4	4	4	40
3	Alondra Blvd / Central Ave (SW)	4	4	4	4	4	4	4	4	4	4	40
4	Alondra Blvd / Aprilla St (SW)	4	4	4	4	4	4	4	4	4	4	40
5	Aranbe/Cedar (NW)	4	4	4	4	4	4	4	4	4	4	40
6	Long Beach Blvd./Caldwell Ave. (SE am/SW pm)	4	4	4	4	4	4	4	4	4	4	40
7	Alondra/Atlantic (SE)	4	4	4	4	4	4	4	4	4	4	40
8	Oleander/Caldwell (SW)	4	4	4	4	4	4	4	4	4	4	40
9.1	Alondra/Wilmington (SW)	4	4	4	4	4	4	4	4	4	4	40
9.2	Alondra/Wilmington (SE)	4	4	4	4	4	4	4	4	4	4	40
10	Rosecrans/Mayo (SW)	4	4	4	4	4	4	4	4	4	4	40
11	Palmer/Mayo (SW)	4	4	4	4	4	4	4	4	4	4	40
12	Rosecrans/Santa Fe (SE)	4	4	4	4	4	4	4	4	4	4	40
13	El Segundo/Compton (SE)	4	4	4	4	4	4	4	4	4	4	40
14	Atlantic/San Vicente (NW)	4	4	4	4	4	4	4	4	4	4	40
15	Compton Blvd./Holy (NW)	4	4	4	4	4	4	4	4	4	4	40
16	Alondra Blvd./Burris Ave	4	4	4	4	4	4	4	4	4	4	40
17	Rosecrans/Acacia (NW)	4	4	4	4	4	4	4	4	4	4	40
18	Poplar/Tajauta (SW)	4	4	4	4	4	4	4	4	4	4	40
19	Compton/Tajauta (NW)	4	4	4	4	4	4	4	4	4	4	40
20	Greenleaf Blvd./Wilmington Ave.	4	4	4	4	4	4	4	4	4	4	40
21	Rosecrans/Gibson (NW)	4	4	4	4	4	4	4	4	4	4	40
22	Willow/Palmer (SE)	4.75	4.75	4.75	4.75	4.75	4.75	4.75	4.75	4.75	4.75	42.75

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Law Enforcement

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE RENEWAL OF THE CONTRACTUAL AGREEMENTS WITH ALL CITY MANAGEMENT SERVICES, INC. AND COMPTON UNIFIED SCHOOL DISTRICT REGARDING THE PROVISION OF CROSSING GUARD SERVICES AND THE ISSUANCE OF A PURCHASE ORDER FOR FISCAL YEAR 2016-2017 (\$289,393.91)

David Dent
DEPARTMENT MANAGER’S SIGNATURE

8/22/2016 11:18:12 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

8/31/2016 3:07:21 PM
DATE

Barbara Rumbaoa
CITY CONTROLLER

8/31/2016 12:07:07 PM
DATE

Jerome Groomes
CITY MANAGER

8/31/2016 12:02:26 PM
DATE

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

SEPTEMBER 06, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: DAVID DENT, CHIEF BUILDING OFFICIAL
BUILDING AND SAFETY DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A
PURCHASE ORDER TO THE CITY OF INGLEWOOD FOR DATA
PROCESSING SERVICES RELATING TO THE PARKING CITATION
PROGRAM (\$75,000)**

SUMMARY

This resolution authorizes the Interim City Manager to issue a purchase order in the amount of Seventy-Five Thousand (\$75,000.00) Dollars to the City of Inglewood for data processing services to be rendered in Fiscal Year 2016-2017 relating to the City's Parking Citation Program.

BACKGROUND

Since 1989 the City of Compton has contracted with the City of Inglewood to provide assistance with computerized parking citation services which have greatly enhanced the City's revenue collection from parking citation fines.

Pursuant to Resolution No. 23,667, adopted December 18, 2012, the City Manager was authorized to renew the contract with the City of Inglewood for participation in the Parking Citation Program for a period of five (5) years, commencing November 1, 2012 through October 31, 2017, with authorization to approve an additional two (2) year extension.

STATEMENT OF ISSUE

The City of Inglewood has an extensive procurement process, with equipment and service delivery capabilities to include many levels of service to choose from; including, but not limited to provision of a web-enabled AutoPROCESS citation management system, imaging and data entry of manual citations, notice printing and mailing, call center customer services, payment processing using lockbox services, IVR payment, web payment, credit and debit card merchant accounts, administrative reviews, administrative hearings, dispute resolution, DMV holds, FTB (Franchise Tax Board) tax intercept liens and secondary collection services.

Staff Report – Resolution Authorizing P.O. (\$75,000)
City of Inglewood/Data Processing Services
September 06, 2016, page 2

FISCAL IMPACT

The contracted amount is Seventy-Five (\$75,000.00) Thousand Dollars annually. Funds for projected expenditures have been allocated in the Code Enforcement Division's budget for Fiscal Year 2016-2017 in Account No. 1001-670-000-4269.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**DAVID DENT, CHIEF BUILDING OFFICIAL
BUILDING AND SAFETY DEPARTMENT**

APPROVED FOR FORWARDING:

**JEROME G. GROOMES
INTERIM CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A PURCHASE
ORDER TO THE CITY OF INGLEWOOD FOR DATA PROCESSING
SERVICES RELATING TO THE PARKING CITATION PROGRAM
(\$75,000)**

WHEREAS, for a number of years the City has contracted with the City of Inglewood to provide assistance with computerized parking citation services which have enhanced the City's revenue collection from parking citation fines; and

WHEREAS, pursuant to Resolution No. 23,667, adopted December 18, 2012, the City Manager was authorized to renew the contract with the City of Inglewood for participation in the Parking Citation Program for a period of five (5) years, commencing November 1, 2012 through October 31, 2017, with authorization to approve an additional two (2) year extension; and

WHEREAS, the City of Compton requires such services to process parking citations issued by the City in order to enhance revenue collection from fines; and

WHEREAS, in accordance with contractual obligations, the City is required to pay fees to the City of Inglewood for data processing, recordkeeping and notifications during Fiscal Year 2016-2017, projected at Seventy-Five Thousand (\$75,000.00) Dollars; and

WHEREAS, funds for this expenditure have been allocated in the Code Enforcement Division's budget for Fiscal Year 2016-2017 in Account No. 1001-670-000-4269.

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

SECTION 1. That the Interim City Manager is authorized to issue a purchase order to the City of Inglewood for participation in the Parking Citation Program during Fiscal Year 2016-2017 in the amount of Seventy-Five Thousand (\$75,000.00) Dollars.

SECTION 2. That funds for this expenditure are allocated in the Code Enforcement Division's 2016-2017 Fiscal Year budget in Account No. 1001-670-000-4269.

SECTION 3. That a copy of this Resolution shall be filed in the Offices of the City Manager, City Controller and the Building and Safety Department (Code Enforcement Division).

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

Resolution No. _____
Page 2

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Law Enforcement

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE CITY OF INGLEWOOD FOR DATA PROCESSING SERVICES RELATING TO THE PARKING CITATION PROGRAM (\$75,000)

David Dent
DEPARTMENT MANAGER’S SIGNATURE

8/22/2016 11:17:48 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

8/31/2016 3:01:00 PM
DATE

Barbara Rumbaoa
CITY CONTROLLER

8/31/2016 12:05:55 PM
DATE

Jerome Groomes
CITY MANAGER

8/31/2016 12:02:37 PM
DATE

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

SEPTEMBER 06, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: DAVID DENT, CHIEF BUILDING OFFICIAL
BUILDING AND SAFETY DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A
PURCHASE ORDER TO THE SUPERIOR COURT OF
CALIFORNIA, COUNTY OF LOS ANGELES RELATING TO
COLLECTION OF STATE-MANDATED FINES ON PARKING
CITATIONS (\$400,000)**

SUMMARY

This resolution authorizes issuance of a purchase order in the amount of Four Hundred Thousand Dollars (\$400,000.00) as payment to the Superior Court of California, County of Los Angeles relative to the collection by the City of Compton of State-mandated fines on parking citations.

BACKGROUND

The State of California has used parking citation fines collected by local governments and campuses since 1991 to balance its budget. Since 1993, the state has imposed a parking penalty surcharge of \$5.00 on each parking citation issued for violations of parking provisions in our Compton Municipal Code that are collected by the City. In 2008, the Legislature passed Senate Bill ("SB") 1407, increasing the parking penalty surcharge to be collected by the City an additional \$4.50 per parking citation collected. These surcharges are collected to fund the Courthouse Construction Fund and the Criminal Justice Facilities Construction Fund.

In 2010, SB 857 increased various court fees, including filing fees and penalty assessments which are aimed at backfilling budget shortfalls within the state court system. SB 857 mandated an additional \$3.00 surcharge on all parking citation fines collected to be remitted to the Los Angeles Court Trial Trust Fund. This surcharge of \$3.00 plus the pre-existing \$9.50 (\$5.00 + \$4.50) surcharges, bring the total amount payable to the Superior Court of California, County of Los Angeles to \$12.50 per citation.

Superior Court of California, County of Los Angeles
For State-Mandated Collection of Parking Citation Fines
September 06, 2016 page 2

STATEMENT OF THE ISSUE

The Superior Court of California, County of Los Angeles is the issuing authority of the City's parking citations and collects a portion of the monies generated through the City's Parking Citation Program (i.e. parking violations of the Compton Municipal Code) for remittance to the county and state. Additionally, the City of Compton is required to remit all fines and penalties collected for every violation of the California Vehicle Code that is issued under our jurisdiction.

FINANCIAL IMPACT

In order to pay the mandated fees and penalties to the Los Angeles Superior Court for remittance to the county and state, a projected expenditure of Four Hundred Thousand (\$400,000.00) Dollars has been allocated in this 2016-2017 Fiscal Year budget in Account No. 1001-670-000-4269.

RECOMMENDATION

Staff recommends approval of this Resolution authorizing the City Manager to issue a purchase order to the Superior Court of California, County of Los Angeles in order to facilitate payment of the State-mandated fines and surcharge penalties collected from parking citations.

**DAVID DENT, CHIEF BUILDING OFFICIAL
BUILDING AND SAFETY DEPARTMENT**

APPROVED FOR FORWARDING:

**JEROME G. GROOMES
INTERIM CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A
PURCHASE ORDER TO THE SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LOS ANGELES RELATING TO COLLECTION OF STATE-
MANDATED FINES ON PARKING CITATIONS (\$400,000)**

WHEREAS, the State of California has used parking citation fines collected by local governments and campuses since 1991 to balance its budget; and

WHEREAS, since 1993, the state has imposed a parking penalty surcharge of \$5.00 on each parking citation issued for violations of parking provisions in our Compton Municipal Code that are collected by the City; and

WHEREAS, in 2008, the Legislature passed Senate Bill ("SB") 1407, increasing the parking penalty surcharge to be collected by the City an additional \$4.50 per parking citation collected to fund the Courthouse Construction Fund and the Criminal Justice Facilities Construction Fund; and

WHEREAS, in 2010, SB 857 increased various court fees, including filing fees and penalty assessments which are aimed at backfilling budget shortfalls within the state court system, mandating an additional \$3.00 surcharge on all parking citation fines collected to be remitted to the Los Angeles Court Trial Trust Fund, for a total amount payable to the Superior Court of California, County of Los Angeles of \$12.50 per citation; and

WHEREAS, the City collects, and is required to pass through the Superior Court of California, County of Los Angeles for payment to the county and state, a total of \$12.50 for each parking violation of the Compton Municipal Code collected, in addition to the total amount of fines the City collects from violators cited pursuant to the California Vehicle Code; and

WHEREAS, funds for this expenditure have been allocated in this 2016-2017 Fiscal Year budget in Account No. 1001-670-000-4269.

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

SECTION 1. That the Interim City Manager is authorized to issue a purchase order for the projected expenditure of Four Hundred Thousand (\$400,000.00) Dollars to pay the mandated fees and penalties to the Superior Court remittance to the county and state.

SECTION 2. That funds in the amount of Four Hundred Thousand (\$400,000.00) Dollars during Fiscal Year 2016-2017 are allocated in Account No. 1001-670-000-4269.

SECTION 3. That a copy of this Resolution shall be filed in the Offices of the City Manager, City Controller and Building and Safety Department (Code Enforcement Division).

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) ss
CITY OF COMPTON)

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Law Enforcement

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES RELATING TO COLLECTION OF STATE-MANDATED FINES ON PARKING CITATIONS (\$400,000)

David Dent
DEPARTMENT MANAGER’S SIGNATURE

8/22/2016 11:18:01 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

8/29/2016 11:21:51 AM
DATE

Barbara Rumbaoa
CITY CONTROLLER

8/26/2016 4:32:12 PM
DATE

Jerome Groomes
CITY MANAGER

8/25/16 9:15:59 PM
DATE

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

September 6, 2016

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING A LIMITED DURATION EMPLOYMENT AGREEMENT
WITH JEROME G. GROOMES TO SERVE AS INTERIM CITY
MANAGER OF THE CITY OF COMPTON**

SUMMARY

The City Council will consider adoption of a resolution approving a limited duration Employment Agreement with Jerome G. Groomes to serve as Interim City Manager of the City of Compton while the City conducts its recruitment for a permanent City Manager.

BACKGROUND

The Compton City Charter provides that the City Council shall appoint the City Manager of the City of Compton, who shall be chosen on the basis of his/her executive and administrative qualifications and be paid a salary commensurate with his/her responsibilities as chief administrative officer of the City. The City Manager position is vital to the daily functioning of the City's government, requiring specialized skills and experience and is responsible to the City Council for the proper administration of all affairs of the City of Compton excepting such matters for which elective officers are made responsible by the Compton City Charter.

State Assembly Bill ("AB") 340, effective January 1, 2013, amended the Public Employees Retirement Law ("PERL") to limit how the California Public Employees Retirement System ("CalPERS") contracting agencies may appoint CalPERS retirees. More specifically, Section 7522.56 of the Government Code was added, which generally prohibits CalPERS retired annuitants from being employed by a CalPERS contracting agency without reinstatement from retirement, provides exceptions to this limitation to allow to employment without reinstatement when:

- Appointment is either during an emergency to prevent stoppage of public business or because the retired person has skills needed to perform work of limited duration.
- Appointment of the retiree shall not exceed 960 hours or other equivalent limit in a calendar or fiscal year.

**Staff Report – Resolution Approving Limited Duration
Employment Agreement with Jerome G. Groomes
Serve as Interim City Manager (Limited to 960 Hours)
September 6, 2016, page 2**

- The rate of pay for the employment shall not be less than the minimum, nor exceed the maximum monthly salary paid to other employees performing comparable duties, divided by 173.333 to equal an hourly rate and no service credit or retirement rights are provided.
- The retiree, during the 12-month period prior to the appointment cannot have received any unemployment insurance compensation arising out of prior employment with a public employer. Compliance with this provision must be certified in writing by the retiree to the employer upon accepting an offer of employment.
- At least 180 days has passed between the appointment and the date of retirement, unless the employer certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days has passed and the appointment has been approved by the governing body of the employee in a public meeting.
- The 180 day waiting period cannot be excepted or waived if the retiree accepted a retirement incentive upon retirement.

STATEMENT OF ISSUE

On July 26, 2016, the City Council met in closed session during a duly noticed City Council meeting and by a vote of at least a majority voted to appoint Jerome G. Groomes as the Interim City Manager of the City of Compton for a definite and limited period of time while the City conducts its recruitment for a permanent City Manager.

Mr. Groomes will bring over thirty-five (35) years of city government experience, including eighteen (18) years as City Manager. He will assist the City with moving forward City projects and working closely with the City Council with the recruitment of a permanent City Manager. He will serve as Interim City Manager commencing July 26, 2016, for a period not to exceed a total of nine hundred sixty (960) actual hours worked, or until the City Council appoints a permanent City Manager, whichever occurs first.

At the request of the City Council, and in conformance with the PERL, the City Attorney's Office has prepared a proposed Employment Agreement for Mr. Groomes to serve as Interim City Manager. Adoption of the attached Resolution will approve the terms and conditions of the Employment Agreement between the City and Mr. Groomes.

**Staff Report – Resolution Approving Limited Duration
Employment Agreement with Jerome G. Groomes
Serve as Interim City Manager (Limited to 960 Hours)
September 6, 2016, page 3**

FINANCIAL IMPACT

In accordance with state law, Mr. Groomes will be compensated at the rate of **\$106.25 per hour**, for actual hours worked, which equates to an annual compensation of \$221,000.00. By state law, Mr. Groomes is limited to no more than Nine Hundred Sixty (960) hours of service per fiscal year.

There is no financial impact to the General Fund as funds for this interim appointment are included in the 2016-2017 Fiscal Year budget.

RECOMMENDATION

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

**CRAIG J. CORNWELL
CITY ATTORNEY**

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING A LIMITED DURATION EMPLOYMENT AGREEMENT WITH
JEROME G. GROOMES TO SERVE AS INTERIM CITY MANAGER OF THE
CITY OF COMPTON**

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

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

WHEREAS, the City Manager position is vital to the daily functioning of the City's government, requiring specialized skills and experience and pursuant to Section 706 of the Compton City Charter is responsible to the City Council for the proper administration of all affairs of the City of Compton excepting such matters for which elective officers are made responsible by the Charter; and

WHEREAS, State Assembly Bill ("AB") 340, effective January 1, 2013, amended the Public Employees Retirement Law ("PERL") to limit how PER System contracting agencies may appoint CalPERS retirees; more specifically, Section 7522.56 of the Government Code was added, which generally prohibits CalPERS retired annuitants from being employed by a CalPERS contracting agency without reinstatement from retirement; and

WHEREAS, Section 7522.56 provides exceptions to this limitation to allow employment without reinstatement when: (1) the appointment is either during an emergency or because the retired person has skills needed to perform work of limited duration; (2) the appointment of the retiree shall not exceed 960 hours or other equivalent limit in a calendar or fiscal year; (3) the rate of pay for the employment shall not be less than the minimum, nor exceed the maximum monthly salary paid to other employees performing comparable duties, divided by 173.333 to equal an hourly rate and no service credit or retirement rights are provided; (4) the retiree, during the 12-month period prior to the appointment cannot have received any unemployment insurance compensation arising out of prior employment with a public employer; (5) at least 180 days has passed between the appointment and the date of retirement, unless the employer certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days has passed and the appointment has been approved by the governing body of the employee in a public meeting; and, (6) the retiree has not accepted a retirement incentive upon retirement; and

WHEREAS, on July 26, 2016, the City Council met in closed session during a duly noticed City Council meeting and by a vote of at least a majority voted to appoint Jerome G. Groomes as the Interim City Manager of the City of Compton for a definite and limited period of time while the City conducts its recruitment for a permanent City Manager; and

WHEREAS, Jerome Groomes will bring over thirty-five (35) years of city government experience, including eighteen (18) years as City Manager and will assist the City with moving forward City projects and working closely with the City Council with the recruitment of a permanent City Manager; and

WHEREAS, Jerome Groomes will serve as Interim City Manager commencing July 26, 2016, for a period not to exceed a total of Nine Hundred Sixty (960) actual hours worked, or until the City Council appoints a permanent City Manager, whichever occurs first; and

WHEREAS, the Employment Agreement between Jerome G. Groomes and the City of Compton has been reviewed by this body and is attached hereto; and

WHEREAS, the maximum monthly base salary for this position (City Manager) is \$18,416.67 and the hourly equivalent is \$106.25; and

WHEREAS, funds for this expenditure are available in the 2016-2017 Fiscal Year budget.

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

Section 1. That the City Council of the City of Compton hereby approves the attached Employment Agreement between the City of Compton and Jerome G. Groomes appointing Mr. Groomes to serve as Interim City Manager for the City of Compton on a temporary basis for a limited duration of time (i.e. commencing July 26, 2016, and not to exceed a total of nine hundred sixty (960) actual hours worked, or until the City Council appoints a permanent City Manager, whichever occurs first), while the City conducts its recruitment for a permanent City Manager.

Section 2. That Jerome G. Groomes has certified in writing that during the 12-month period prior to his appointment as Interim City Manager for the City of Compton that he has not and will not receive any unemployment compensation arising out of his prior employment since his retirement.

Section 3. That Jerome G. Groomes shall receive compensation for his services rendered as Interim City Manager in the amount of **\$106.25 per hour**, for actual hours worked.

Section 4. That Jerome G. Groomes shall not be entitled to or receive any service credits or retirement rights from his temporary employment as Interim City Manager for the City of Compton.

Section 5. That Jerome G. Groomes shall not work more than Nine Hundred Sixty (960) hours during the City’s fiscal year, including any time served in other interim appointments during the same fiscal year.

Section 6. That the funds to pay the compensation for the position of City Manager are allocated in the 2016-2017 Fiscal Year budget in Account No. 1001 510 000 4101.

Section 7. That a certified copy of this Resolution and the attached Employment Agreement, upon execution, shall be filed in the offices of the City Clerk, City Manager, City Attorney and the City Controller.

Section 8. 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 3

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

**EMPLOYMENT AGREEMENT
BETWEEN
CITY OF COMPTON
AND
JEROME G. GROOMES**

[Position: Interim City Manager]

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

RECITALS

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

WHEREAS, the City Manager position is vital to the daily functioning of the City's government, requiring specialized skills and experience and pursuant to Section 706 of the Compton City Charter is responsible to the City Council for the proper administration of all affairs of the City of Compton excepting such matters for which elective officers are made responsible by the Charter; and

WHEREAS, the Parties wish to have Groomes perform the services of Interim City Manager, an Unclassified Service position which requires specialized skills and expert professional or technical services, for a definite period of time while the City conducts its recruitment for a permanent City Manager and will terminate such services with Groomes upon the City Council's recruitment of a permanent City Manager, unless this Agreement is otherwise terminated prior thereto; and

WHEREAS, California Government Code, Section 21221(h) permits retired annuitants under the California Public Employees Retirement System ("CalPERS"), to be employed without reinstatement from retirement upon appointment by a public agency to fill a vacant position on an interim basis during recruitment to permanently fill the vacant position; and

WHEREAS, as a CalPERS retired annuitant under California Government Code, Section 21221(h), Groomes possesses over thirty five (35) years experience in city government, including eighteen (18) years as city manager, has the skill set to perform the required duties of the Compton Interim City Manager and acknowledges that such employment is at-will and of limited duration for a definite period of time, as herein described; and

WHEREAS, on July 26, 2016, the Council, during a duly noticed City Council meeting, met in closed session and voted to appoint Groomes to the position of Interim City Manager of the City of Compton on a temporary basis for a limited duration for a

**Employment Agreement – Jerome G. Grooms
Interim City Manager Position – Effective 7/26/16
[Resolution No.]**

definite period of time while the City conducts its recruitment for a permanent City Manager; and

WHEREAS, it is the desire of the City Council to establish the terms and conditions of Grooms' services to the City through this Agreement; and

WHEREAS, on _____, 2016, the Council adopted Resolution No. _____, which approved this Employment Agreement between the City and Grooms for the position of Interim City Manager of the City.

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

Section 1. Employment and Term of Service

1.1 Employment. It is understood and agreed between the Parties that the Council hereby agrees to employ Grooms in the Unclassified Service position of Interim City Manager of the City of Compton for a definite period of time and Grooms hereby accepts such limited employment.

1.2 Term of Service.

a. The term of this Employment Agreement shall begin on July 26, 2016, and shall not exceed a total of Nine Hundred Sixty (960) actual hours of work, or until a permanent City Manager is hired by the City, whichever occurs first, unless terminated prior thereto by either Party. The Parties understand that services beyond Nine Hundred Sixty (960) hours are subject to CalPERS pursuant to Section 21221(h) of the California Government Code.

b. Grooms agrees that he shall not accept any other employment during the term of this Agreement without the express written prior consent of the City Council. In consideration of the agreed term and the other provisions of this Agreement, the Parties mutually agree to waive Compton Municipal Code Section 2-2.9 (Limitation on Removal) in all circumstances where it may otherwise apply, if any.

c. If the City Council appoints a permanent City Manager before a total of Nine Hundred Sixty (960) actual hours has been worked by Grooms, Grooms services and this Agreement shall terminate within such time thereafter as the Parties shall agree upon in writing.

d. If the City Council does not appoint a permanent City Manager by or before Grooms exceeds Nine Hundred Sixty (960) actual hours worked, the term of this Agreement may be extended for so long as required for the City Council to identify and appoint a permanent City Manager; provided that if such extension would cause Grooms' services hereunder to exceed a total of Nine Hundred Sixty (960) hours, the Parties understand that such additional service is subject to approval by the CalPERS pursuant to California Government Code, Section 21221(h). In such instance, the Parties agree to cooperate to take such action necessary to secure approval from CalPERS.

Employment Agreement – Jerome G. Groomes
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[Resolution No.]

1.3 City Manager's Commitments.

a. Duties and Authority.

(1) The Interim City Manager shall be the chief executive officer of the City and be responsible to the City Council for the proper administration of all affairs of the City, excepting such matters for which elective officers are made responsible by the Compton City Charter.

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

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

b. Hours of Work.

(1) The Interim City Manager is an exempt employee but is expected to engage in those hours of work that are necessary to fulfill the obligations to the City Manager's position. The Interim City Manager does not have set hours of work as the Interim City Manager is expected to be available at all times, and shall be available for attendance at City Council and other meetings as necessary. The Interim City Manager shall be permitted such reasonable "time off" as is customary for exempt employees of the City so long as the time off does not interfere with normal business. **Notwithstanding the foregoing, under no circumstances shall Groomes work more than Nine Hundred Sixty (960) hours during any City fiscal year, including any time served in other interim appointments.**

(2) Groomes agrees that his position is that of an exempt employee for purposes of the Fair Labor Standards Act ("FLSA").

c. **Ownership of Materials.** Groomes understands and agrees that all data, studies, reports and other documents prepared by or on his behalf while performing his duties during the term of this Agreement shall be furnished to and become the property of the City, without restriction or limitation on their use. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or on his behalf or provided to him in connection with the performance of this Agreement shall be held confidential by Groomes to the extent permitted by applicable law, and except as may be required by any governmental agency or court of competent jurisdiction. Such materials shall not, without the prior consent of a majority of the City Council, be used by Groomes for any purposes other than the performance of his duties. Provided, further that no such materials may be disclosed to any person or entity not connected with the performance of services under this Agreement, except as required by law, any governmental agency, subpoena or an order issued by a court of competent jurisdiction.

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[Resolution No.]

1.4 City Council Commitments.

- a. The City Council sets policy for the governance and administration of the City and it implements its policies through the Interim City Manager.
- b. The City Council commits to spending time, the frequency of which shall be determined by the City Council in its discretion, to work with the Interim City Manager and staff on setting goals and priorities for the City government.
- c. In accordance with applicable provisions of the Compton City Charter, the Compton Municipal Code and City policies and procedures, except for the purpose of inquiry, the City Council and its members shall deal with all subordinate City employees, officers, contractors and consultants solely through the Interim City Manager or the Interim City Manager's designee, and neither the City Council nor any member thereof shall give orders to any subordinate of the Interim City Manager, either publicly or privately.

Section 2. Compensation and Reimbursement

The City agrees to provide the following compensation and reimbursements to the Interim City Manager during the term of this Employment Agreement:

2.1 Compensation. It is agreed that for the services to be rendered by Groomes pursuant to this Agreement, effective as of July 26, 2016, Groomes shall receive compensation in the amount of **\$106.25 per hour**, for actual hours worked, which amount is in conformance with the requirements of California Government Code, Sections 7522.56(d) and 21221(h). Groomes shall not receive any benefits, incentives, compensation in lieu of benefits or any other forms of compensation in addition to the hourly rate of **\$106.25**.

2.2 Reimbursable Expenses. Groomes shall not be entitled to reimbursement for any costs or expenses incurred in the performance of Groomes' duties under this Agreement, unless said costs and expenses have received prior approval of the City Council and are supported by written documentation in accordance with established policies and customary practices of the City.

2.3 Reimbursement for Legal Actions. Groomes shall be fully compensated and reimbursed pursuant to Section 2.1, above, for time spent and costs incurred while representing the City in any legal action during or after the term of this Agreement.

2.4 Provision of Benefits Prohibited. Groomes is a retiree of CalPERS and shall not be enrolled in CalPERS or have any CalPERS retirement contributions reduced from his salary or made on his behalf by the City. Groomes hereby waives all benefits provided to City employees, including retirement contributions, health and medical insurance, dental insurance, visual insurance, life and disability insurance, sick leave, vacation and all similar benefits. Groomes recognizes that California Government Code, Section 21221(h) provides that a retired person appointed to a vacant position pursuant to that section shall not receive any benefits, incentives, compensation in lieu of benefits or any other forms of compensation in addition to the hourly rate.

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[Resolution No.]

Section 3. Termination or Separation

3.1 Termination. The Council may terminate Groomes' services with or without cause, *and without right of advance notice, hearing or appeal*, by motion of the Council adopted by at least three affirmative votes pursuant to section 703 of the Compton City Charter, at any time during the term of this Employment Agreement. Groomes understands and agrees that his employment by the City is of a definite period of time for the performance of specialized services in accordance with California Government Code, Section 21221(h). Groomes expressly agrees that he shall not be entitled to any severance pay as a result of the termination of this Agreement for any reason whatsoever.

3.2 Voluntary Separation. Groomes may terminate this Agreement at any time with or without cause, provided however, that he shall reasonably provide the City Council with at least two (2) weeks advance written notice prior to the effective date of the termination, if practicable, unless a shorter period is acceptable to the City Council.

3.3 Transfer of Responsibilities. After Notice of Voluntary Separation or Termination, Groomes shall cooperate with the City, as requested by the City, to effect a transition of City Manager responsibilities and duties and ensure that the City is aware of all matters being handled by Groomes.

3.4 No Reappointment. In accordance with state law and the requirements of the California Public Employees Retirement Law, Groomes may not be reappointed to the position of City Manager following the expiration of this Agreement, nor may this Agreement be modified to extend the term of the Agreement.

Section 4. Retired Annuitant Provisions (AB 1344)

4.1 Assembly Bill 1344 Provisions.

a. The Parties agree to fully comply with the California Government Code sections that are part of AB 1344 (Government Code Section 53243), made effective January 1, 2012, and to fully comply with other applicable law as it exists as of the date of execution of this Agreement and as it may be amended from time to time thereafter.

b. AB 1344 generally provides limits on local agency employee reimbursement requirements. These provisions are included in the following California Government Code sections, which are hereby incorporated into the terms of this Agreement:

(1) Section 53243. Reimbursement of paid leave salary required upon conviction of crime involving office or position.

(2) Section 53243.1. Reimbursement of legal criminal defense upon conviction of crime office or position.

(3) Section 53243.2. Reimbursement of cash settlement upon conviction of crime involving office or position.

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(4) Section 53243.3. Reimbursement of non-contractual payments upon conviction of involving office or position.

(5) Section 53243.4. Abuse of office or position defined.

Groomes has reviewed, is familiar with, and agrees to comply fully with each of these provisions if any of these provisions are applicable to Groomes, including that Groomes agrees that any cash settlement related to the termination that Groomes may receive from the City shall be fully reimbursed to the City if Groomes is convicted of a crime involving an abuse of his office or position.

c. AB 1344 also includes California Government Code Section 3511.2. Notwithstanding any other provisions of this Agreement, it shall be prohibited for the City or through the Agreement or any amendment thereto to provide an automatic renewal hereof that provides for an automatic compensation increase in excess of a cost-of-living adjustment or a maximum cash settlement in excess of certain limits established by Section 3511.2. Government Code, Section 3511.2 is hereby incorporated into the terms of this Agreement.

4.2 No Unemployment Benefits Received by Groomes. Groomes expressly certified and warrants to the City that he has not received any unemployment insurance payments for retired annuitant work for any public employer within the twelve (12) months prior to his appointment date.

4.3 Compliance with 960 Hours Per Fiscal Year Limit. Retired annuitants appointed to an interim position without reinstatement are limited to a combined total of Nine Hundred Sixty (960) hours for all employers each fiscal year, including concurrent appointments pursuant to California Government Code, Sections 21221, 21224 and 21229. Groomes expressly certified and warrants to the City that his anticipated work schedule will not cause him to exceed the 960 hours per fiscal year limit pursuant to California Government Code, Section 21221(h), including work for this or any other CalPERS employer during the current fiscal year.

Section 5. General Provisions

5.1 Amendments. In accordance with state law and the requirements of the California Public Employees Retirement System, this Employment Agreement may not be amended to extend the term of this Agreement.

5.2 Conflict of Interest.

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

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

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

5.3 Indemnification.

a. In accordance with and to the extent provided by California's Tort Claims Act (Government Code Section 825 et seq.) and Government Code Sections 995-996.5, the City shall defend and indemnify Groomes against and for all losses sustained by Groomes in direct consequences of the discharge of the Interim City Manager's duties on the City's behalf for the period of the Interim City Manager's employment. This section shall not apply and the City shall not be obligated to indemnify or represent Groomes in any legal matters if the City Council determines that the defense of the action or proceeding by the City would create a conflict of interest between the City and Groomes; or for acts or failure to act because of fraud, corruption or actual malice without entering into a reimbursement agreement with the City approved by the City Council in a form approved by the City Attorney. If the City Council or court of competent jurisdiction determines that Groomes committed actual fraud, corruption or actual malice, then the City shall not provide for the defense of such legal action and Groomes shall reimburse the City all costs plus interest of the City in providing such defense. This section shall also apply to any intentional tort or crime committed by Groomes, to any action outside the course and scope of the services provided by Groomes under this Agreement, or any other intentional or malicious conduct or gross negligence of Groomes.

5.4 Effect of Waiver. The failure of either party to insist on strict compliance with any of the terms, covenants or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

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

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

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

5.7 Arbitration of Salary Dispute. Should a dispute arise between the parties hereto specifically concerning the amount of salary or period for which salary is to be paid, the parties agree that the dispute shall be submitted to binding arbitration. Such arbitration shall be conducted by a mutually agreed arbitrator. Each party hereto shall

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bear one-half of the costs of the arbitration, except each party shall bear their own costs for legal representation and witness fees. The parties agree that any disputes resolved by arbitration shall be final and binding. Any other disputes arising out of Groomes' employment as Interim City Manager, not specifically referenced herein, shall not be subject to the provisions of this section.

5.8 Severability. If any provision, or any portion thereof, contained in this Employment Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Employment Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

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

5.10 Effect of Agreement on Groomes' CalPERS Retirement Benefits. The City makes no representation on the impact, if any; this Agreement shall or may have upon Groomes' CalPERS retirement benefits, status, duties and/or obligations. Groomes acknowledges that in entering into this Agreement he has not relied upon any representations in assessing the CalPERS-related impact of his employment. Groomes releases the City, its officials, officers, employees, agents and volunteers from any and all CalPERS-related claims or liabilities that may arise in connection with his employment pursuant to this Agreement.

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

If to the City:

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

With copy to:

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

If to the Interim City Manager:

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

6.0 Effective Date. This Employment Agreement shall become effective, retroactively to July 26, 2016, on approval of the City Council and signed by a majority of the City Council members, Groomes, the City Clerk and the City Attorney.

Employment Agreement – Jerome G. Groomes
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[Resolution No.]

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

Jerome G. Groomes

Dated: _____

**City of Compton
A Municipal Corporation**

Dated: _____

Aja Brown, Mayor

Dated: _____

**Janna Zurita, Council Member
First Council District**

Dated: _____

**Isaac Galvan, Council Member
Second Council District**

Dated: _____

**Tana McCoy, Council Member
Third Council District**

Dated: _____

**Emma Sharif, Council Member
Fourth Council District**

#24.

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[Resolution No.]

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING A LIMITED DURATION EMPLOYMENT AGREEMENT WITH JEROME G. GROOMES TO SERVE AS INTERIM CITY MANAGER OF THE CITY OF COMPTON

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

8/30/2016 2:54:17 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

8/31/2016 3:08:33 PM
DATE

Barbara Rumbaoa
CITY CONTROLLER

8/31/2016 12:08:23 PM
DATE

Jerry Groomes
CITY MANAGER

8/31/2016 12:05:52 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.

