

NOTICE

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

WORKSHOP

PROCESS FOR CONDUCTING AN ALL MAIL ELECTION

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

1. VOLUNTEERS OF AMERICA

COMMENDATORY RESOLUTIONS/PRESENTATIONS

2. PRESENTATION: Kingdom Day Parade Winning High School Band Award
(Dr. Adrian Dove-President, Sabra Waddley-Vice President)
Requested by: Mayor Aja Brown

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

3. NOVEMBER 15, 2016

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

4. INVESTMENT REPORT - September 2016 **(Receive/File)**

CITY CLERK

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO DEBRA DUNCAN FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR REMAINDER OF FISCAL YEAR 2016-2017 (\$28,600)

CITY FIRE DEPARTMENT

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO EXCHANGE FIVE (5) SURPLUS MOTOROLA PORTABLE RADIOS TO COMMLINE INC. FOR SERVICE CREDIT IN THE AMOUNT OF \$3,000.00 FOR NEEDED VEHICLE COMMUNICATIONS REPAIRS IN THE COMPTON FIRE DEPARTMENT

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

7. A REQUEST TO SET A PUBLIC HEARING TO EXTEND THE INTERIM ORDINANCE NO. 2,275 45 DAY MORATORIUM FOR CONVENIENCE STORES AND LIQUOR STORE USES **(December 13, 2016 at 5:45 p.m.)**
8. MINUTE MOTION: DOLLARHIDE RESERVATION AND FEE WAIVER REQUEST FOR LOS ANGELES COUNTY RECORDER'S OFFICE - Poll Workers Training for Sunday, February 19 and Sunday, March 5, 2017 from 9:00 a.m. to 7:00 p.m. **(Action Item)**

CITY ATTORNEY'S REPORTS

CLOSED SESSION

9. Penn vs. City of Compton, LASC TC028395
Pursuant to California Government Code Section 54956.9(a)
10. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
One (1) Potential Case
Pursuant to California Government Code Section 54956.9(b)

UNFINISHED BUSINESS

NEW BUSINESS

11. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION VI OF THE COMPTON MUNICIPAL CODE ADDING SECTION 6-22 AUTHORIZING THE CITY TO CONDUCT ALL-MAIL BALLOT ELECTIONS
12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON CALLING FOR THE HOLDING OF AN ALL-MAIL BALLOT FOR THE PRIMARY NOMINATING ELECTION AND THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 18, 2017 AND TUESDAY, JUNE 6, 2017, RESPECTIVELY, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY CHARTER
13. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CALLING FOR THE HOLDING OF A PRIMARY NOMINATING ELECTION AND A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 18, 2017 AND TUESDAY, JUNE 6, 2017, RESPECTIVELY, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY CHARTER
14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MARTIN AND CHAPMAN COMPANY TO RENDER SPECIFIED SERVICES AND SUPPLIES FOR THE 2017 PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTIONS TO BE HELD ON APRIL 18, 2017 AND JUNE 6, 2017, RESPECTIVELY (\$150,000)
15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 18, 2017 AND JUNE 6, 2017, RESPECTIVELY

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH LEASE AGREEMENT WITH SYLVIA NUNN ANGELS FOR CITY-OWNED PROPERTY LOCATED AT 200 NORTH LONG BEACH BOULEVARD
17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE PURCHASE ORDERS TO VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF MATERIALS AND SUPPLIES ON AN AS-NEEDED BASIS FOR THE PUBLIC WORKS DEPARTMENT (\$246,926)
18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A RETAINER AGREEMENT WITH TAFOYA & GARCIA TO ASSIST THE CITY ATTORNEY'S OFFICE WITH EMPLOYER AUTHORIZED INVESTIGATIONS

APPROVAL OF WARRANTS

19. Warrant #236820 - Date - 11/22/16 - Name - Infosend Inc. - Service - Payment for hazardous waste inserts - Amount - \$287.40 - Requested by: Water Department

Warrant #236970 - Date - 11/29/16 - Name - Victor J. Sanchez DBA Sanchez Awards - Service - Purchase of plaques for Councilwoman Zurita's event - Amount - \$272.50 - Requested by: City Manager

Total Amount - \$559.90

COUNCIL COMMENTS

ADJOURNMENT

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

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NOVEMBER 15, 2016

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

ROLL CALL

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

Council Members Absent: None

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

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Sylvia Nunn, Sylvia Nunn's Angels, petitioned the City Council to support Item No. 15 to ensure that her non-profit organization continues to serve the citizens of Compton.

Torrey Nash, Compton resident and social worker, commented on the significance and positive impact that Sylvia Nunn's Angels has had on the youth and the community as a whole.

Fred Staves, Compton resident and Compton Community Workers representative, alluded to the positive impact that the Compton Community Workers, Gang Intervention program has helped the lives of former and existing gang members. He asked that Council support the program.

Robert Ray, Compton resident, petitioned the City Council to address the corner of El Segundo and Alameda Street. He also asked that Fire Chief Batiste address the administrative issues in the Fire Department and the Los Angeles County Board of Supervisors proposal to ground their ambulances. He contended that he would not be standing here tonight if it were not for ambulance 441 and the paramedics. He argued that if the City intends on spending money on its ambulances and medical supplies, they should first find out what is going to happen come January 1, 2017.

Benjamin Holifield, Compton resident, commented on the success of the Y.A.L. Center events held over the weekend; and thanked Councilperson McCoy and Councilperson Sharif for attending the events. He suggested that a Y.A.L. center be positioned in each of the four districts and asked that monies received from the Crystal Casino be used to get a traffic signal at Wilmington and Greenleaf Boulevard. He went on to ask that the City Manager and City Council make a consorted effort to attend and participate in the community events held locally.

David Irons, Compton resident, stated that he was appalled by the comments made by President-Elect Donald Trump in regards to the Latino community. He commented that indigenous peoples were here first; and that the land was taken from them by the same people running the government.

Dwayne Myers, Compton resident, inquired about the status of his request for bus benches on the south corner of Wilmington and Compton Boulevard. He made note that his request was made back in May 2016 and that there are new bus benches on the corner of Acacia and Compton Boulevard. He went on to ask that the street sign be replaced on 156th Street and Wilmington Boulevard. And lastly, he inquired about the status of the Greyhound bus terminal coming back to Compton.

Herbert Arceneaux, Compton resident, stated that he was held up for two hours or more at the railroad tracks last night. He asked that the City implement an immediate course of action when a problem like this occurs, especially in the event of an emergency. He also asked that the City check the activity on the railroad tracks at Wilmington and Greenleaf to determine if they are still active. And lastly, he requested a response to his question about the underground drilling on Tichenor Street in the Richland Farms community.

#3.

Councilperson Zurita stated that she immediately contacted the City Manager's Office when she heard about the hold-up on the railroad tracks. She announced that new railway equipment will be tested until November 17, 2016 sporadically between the hours of 9 a.m. to 2 p.m. and that residents can cross over at Willowbrook and Rosecrans Avenue.

Mayor Brown asked the City Manager to coordinate traffic direction, in response to the outages at Rosecrans Avenue going west to Avalon Street, Stockwell and Central, and 135th Street and Central.

Maria Villareal, Compton resident and Latino Chamber of Commerce representative, expressed a concern for an individual going around and asking the Latino business owners if they are in compliance with state labor laws. She stated that this person is also requesting entrance into the businesses and when he is denied, he gets upset and threatens to contact law enforcement. She stated that this person has also indicated that he is working directly with members of the City Council.

Marcus Musante, Compton resident and attorney at law, asked the City Attorney to address the purpose of the public hearing as it pertains to the authority of Ordinance No. 1,595, Section 4300.1 and the City Charter as it relates to the prohibition of any place that maintains, owns, operates and manages a place of business, establishment, or room for the purposes of selling, distributing, and using anything marijuana-related in the City of Compton.

Audrey Roberson, Compton resident, petitioned the City Council to address the increase of loitering around Nord and Wilmington Boulevard. Ms. Roberson also complained about a van in the area that has been parked in the same spot for more than six months. She also mentioned receiving a citation for the same reason for a vehicle parked in her driveway.

Joyce Kelly, Compton resident, reported that used colostomy bags were being dumped on the Willowbrook Avenue railroad tracks. She expressed a concern for children walking past and puncturing the bags. She also announced that she is prepared to contact the media and health department to bring attention to this issue. She went on to request a report on the use of the Dollarhide Community Center, what is going on with the Fire Department, and the amount of money being spent on campaigning versus street repair.

Lynn Boone, Compton resident, petitioned the City Council to make certain that all funds allocated to the gang intervention program (Item No. 20) go directed to the young men and women performing the duties of the program. She went on to question who gave the City Manager the authority to host a privately-held event at the Dollarhide Community Center last Friday because it was not on the agenda. She requested a report on the cost of the event because the Mayor needs to pay the citizens back. She went on to state that any one council member does not have the authority to dedicate the Lueders Park tennis courts without a vote of the council. She commended the Compton Fire Department for being there for her brothers and her parents when their health issues declined and announced that she would do her best to fight for them.

5:45 P.M. PUBLIC HEARING - TO CONSIDER EXTENSION OF A COMMERCIAL MEDICAL MARIJUANA USES MORATORIUM (Item #10)

On motion by Zurita, seconded by Sharif, the public hearing was opened at 6:22 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

City Attorney Cornwell issued a statement in response to Mr. Musante's comments. City Attorney Cornwell indicated that California Government Code Section 65858 addresses the authorizing statute for interim ordinances regardless of the establishment, so the concept that suggests that chartered cities are not governed by state or federal statutes is not the law.

City Attorney Cornwell also stated that the requirement for a 4/5 vote is under sub-section B; and that the request is for the City Attorney's Office to come back with a permanent ban on commercial and non-commercial uses of marijuana. So an interim ordinance will cover the City with a ban while staff goes through the process of preparing an ordinance for the City Council to consider.

Tiffany Rollins, Deputy City Attorney, stated that on October 11, 2016, the City Council adopted Interim Ordinance No. 2,274 pursuant to Government Code Section 65858, imposing a moratorium on all commercial medical marijuana uses including deliveries, and prohibiting all medical marijuana cultivation including cultivation for medical use by a qualified patient or primary caregiver. Interim Ordinance No. 2,274 is valid for a 45-day period and will expire on November 25, 2016. In light of Compton's existing ban on medical marijuana and the passing of Proposition 64, the City needs to decide whether or not they will continue the outright ban or allow marijuana businesses, and if so, what types of businesses will they allow. During the 45 day moratorium period the City Attorney's Office has studied, researched and analyzed appropriate permanent regulations pertaining to marijuana. As a result, they discovered several reported negative effects of marijuana-related activities. These effects include, but are not limited to:

- The strong, unique odor produced by the growing of marijuana plants which may be offensive to many and detectable far beyond property boundaries if grown outdoors.
- This odor can produce the subsequent effect of encouraging theft by alerting persons to the location of valuable marijuana plants which creates the risk of burglary, robbery of the plants, and poses other dangers including violent acts related to criminal activity.

Marijuana related crime is a major concern for the City following legalization in Colorado. The Denver Police Department reported that the most common marijuana industry-related crime was burglary, which accounted for 63% of marijuana related crimes. The City of Sacramento has also seen an increase in marijuana related violent crimes, leading to the Sacramento County Sheriff's Department declaring marijuana cultivation sites as "crime magnets" where individuals "tending the indoor grows have been shot, beat up, and killed."

On the positive effects side, cities have seen an increase in economic growth associated with marijuana businesses including job creation, an increase in property values, and high-end investors purchasing property for marijuana businesses.

Another factor to take into consideration is the November 8, 2016 approval of the Adult Use of Marijuana Act. The Act requires the State to begin issuing licenses to non-medical marijuana businesses by January 1, 2018.

The steps the City Attorney's Office has used to gather their findings on this issue include:

- Surveying various cities in order to determine other cities' methods of regulating marijuana.
- Reviewing legislation, including the Control, Regulate and Tax Adult Use of Marijuana Act ("AUMA"), the Medical Cannabis Regulation and Safety Act, and federal laws regarding marijuana.
- Consulting with the Sheriff's Department about public safety concerns regarding marijuana businesses; and reviewing various news stories and studies pertaining to marijuana use and businesses.

While the City Attorney's Office has compiled a lot of information regarding marijuana, staff believes they need to conduct additional research regarding this issue. In order for staff to develop the most appropriate regulations for the City, they believe an additional extension of the moratorium, preserving the status quo, would provide time for the City to continue to evaluate options and provide the City Council with a long-term solution to the issue.

#3.

Staff is therefore requesting that City Council extend the term of Interim Ordinance No. 2,274 to provide additional time for them to complete research and analysis in order to have a thorough understanding of the many issues relating to the regulation of marijuana.

Under state law, the City may twice extend an interim ordinance that imposes a temporary moratorium on the approval of any building permit, conditional use permit, business license or other entitlement while contemplated zoning and permitting proposals are being considered upon a finding that there is a current and immediate threat to the public health, safety, or welfare.

Pursuant to Government Code section 65858(a) this first extension of the interim ordinance must be adopted by not less than a four-fifths vote of this City Council and will be in effect for an additional ten (10) months and fifteen (15) days from its adoption.

Council may then consider one additional one-year extension to the interim ordinance if necessary. Now that California voters have approved the Adult Use of Marijuana Act, staff will be presenting a comprehensive ordinance banning both commercial medical marijuana activity and non-commercial medical marijuana activity within the City to City Council in the near future.

PUBLIC COMMENTS ON THE PUBLIC HEARING

Marcus Musante, Compton resident, stated that he disagrees with how the law is being seen and interpreted, in regards to his experience as a prosecutor. He contended that California Government Code Section 65858 applies when there is not an ordinance already on the books; and that the City is not in a neutral position because the City Charter protects the ordinance that is already in place.

Robert Ray, Compton resident, informed the City Council that Proposition 64 still allows cities to enforce and regulate their laws as they see fit; and that Section 607 of the Compton City Charter specifically covers “emergency” ordinances. He stated that Item No. 10 uses the word "emergency" and that the words "emergency" and "urgent" are not synonymous. He insisted that the City Council extract the literal meaning of the City Charter and that only a court can try to interpret its intended language. He cited Section 601 and 607 of the City Charter and requested a ban on all things related to marijuana in the City of Compton.

David Irons, Compton resident, spoke in support of the use of marijuana for its medicinal benefits.

Marjorie Shipp, Compton resident, petitioned the City Council to take a stand and prohibit marijuana in the City of Compton to preserve the health, wellness and employment opportunities for the youth.

Benjamin Holifield, Compton resident, questioned how the City is going to enforce the current code in regards to the establishments that are already illegally selling and distributing marijuana all over the City.

Craig Henry, Compton resident, asked the members of the City Council if they previously conducted district-only surveys asking the citizens what they want in regards to marijuana.

Richard Earl, Compton resident, questioned why anyone would want to suppress the City of Compton again after seeing the lasting effects of the crack era. He argued that if marijuana is allowed to grow in the City of Compton, residents will not be able to get jobs and homeowners will use their money to buy marijuana instead of improving their homes. He made note that this is an issue that is only affecting low-income communities because affluent communities will not allow it.

Joyce Kelly, Compton resident, asserted that the people have spoken time and time again and they have expressed their plea for a total ban on marijuana in the City of Compton. Ms. Kelly went on to state that it is obvious that someone is getting paid from the marijuana dispensaries citing a continual delay to make a decision in this matter. She cautioned the City Council against allowing marijuana in the City of Compton and further urged them to take this proposal to Pasadena.

Lynn Boone, Compton resident, pronounced that she is against the use of marijuana in the City of Compton because there are so many things that need to be done to improve the City. She affirmed that Pasadena was one of the first cities to ban marijuana and that Section 401 of the City Charter states that city ordinances in chartered cities trump state law. She further assured Captain Thatcher that the majority of the citizens are willing to work with them and they do not want marijuana sold or cultivated in the City of Compton.

Herbert Arceneaux, Compton resident, questioned why it is so hard for this City Council to make a final decision on this matter. He suggested that a vote be taken on the dais so that the citizens will know who to eliminate during election time.

On motion by Sharif, seconded by McCoy, the public hearing was closed at 6:52 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

COUNCIL COMMENTS ON THE PUBLIC HEARING

Councilperson Galvan asked the City Attorney if the ban will allow ordinary residents to grow up to six plants in their homes.

City Attorney Cornwell replied affirmatively, noting that it must be done indoors.

Councilperson Galvan asked that City Council consider allowing terminally-ill residents to obtain marijuana in the City of Compton if they have a prescription.

Mayor Brown asked the City Attorney if this item also includes deliveries of marijuana. City Attorney Cornwell replied affirmatively.

Mayor Brown asked the City Attorney if a final ban can be changed. City Attorney Cornwell reported that this is an interim ordinance that can only last a certain amount of time, the ordinance will be subjected to revisions by this council and future council members.

Mayor Brown made clear that she is in support of the ban and asked the City Council to take into account that an initiative may be placed on the ballot by an outside party that could dictate the outcome for the City in terms of revenue and revenue-sharing unless the City puts forward its own initiative to ban marijuana completely or prepare a taxing structure. In addition, Mayor Brown asked the City Clerk to research and bring forth the tally on how Compton citizens voted on Proposition 64.

Councilperson Sharif asked the City Attorney to address Mayor Brown's comments.

City Attorney Cornwell stated that there is a possibility that someone outside the city can get voters inside the city to sign up to overturn the will of the council.

Councilperson Zurita asked the City Attorney if the City Council is empowered to regulate the businesses in Compton because it is a chartered city.

City Attorney Cornwell replied affirmatively.

10. AN INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON, PROHIBITING ALL COMMERCIAL NON-MEDICAL MARIJUANA ACTIVITY IN THE CITY, PROHIBITING OUTDOOR MARIJUANA CULTIVATION ON PRIVATE RESIDENCES AND DECLARING THE URGENCY THEREOF

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

#3.

City Attorney Cornwell noted that Item No. 11 pertains to the public hearing.

Councilperson’s Zurita and McCoy withdrew their motions.

- 11. AN URGENCY ORDINANCE OF THE CITY OF COMPTON EXTENDING THE TERM OF INTERIM ORDINANCE NO. 2,274 ENACTED PURSUANT TO GOVERNMENT CODE SECTION 65858, ESTABLISHING A MORATORIUM ON THE ESTABLISHMENT OF ALL COMMERCIAL MEDICAL MARIJUANA USES IN THE CITY, INCLUDING DELIVERIES, PROHIBITING ALL MEDICAL MARIJUANA CULTIVATION, WITH CERTAIN EXCEPTIONS, AND DECLARING THE URGENCY THEREOF

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

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

AMENDING MOTION

It was motioned by Galvan, seconded by Brown (who stepped away from the Chair), to approve a request that allows hospice businesses to service patients in need, by the following vote on roll call:

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

The amended motion failed for a lack of majority votes.

On motion by Zurita, seconded by Sharif, Ordinance # 2,276 entitled "AN URGENCY ORDINANCE OF THE CITY OF COMPTON EXTENDING THE TERM OF INTERIM ORDINANCE NO. 2,274 ENACTED PURSUANT TO GOVERNMENT CODE SECTION 65858, ESTABLISHING A MORATORIUM ON THE ESTABLISHMENT OF ALL COMMERCIAL MEDICAL MARIJUANA USES IN THE CITY, INCLUDING DELIVERIES, PROHIBITING ALL MEDICAL MARIJUANA CULTIVATION, WITH CERTAIN EXCEPTIONS, AND DECLARING THE URGENCY THEREOF" 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

CONSENT AGENDA

On motion by McCoy, 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. NOVEMBER 1, 2016 (Approved)

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

2. APPROVAL AND ISSUANCE OF REPORT PURSUANT TO GOVERNMENT CODE SECTION 65858 REGARDING INTERIM ORDINANCE NO. 2,274 AND STAFF REPORT REGARDING EXTENSION OF INTERIM ORDINANCE NO. 2,274 **(Approved)**

CITY FIRE DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO AUTHORIZE A SUPPLEMENTAL PURCHASE ORDER IN THE AMOUNT OF \$11,000 TO PRAXAIR DISTRIBUTION INC. FOR THE PURCHASE OF MEDICAL OXYGEN AND RELATED SUPPLIES FOR THE FIRE DEPARTMENT **(Resolution # 24,469)**

HUMAN RESOURCES

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ESTABLISH A PURCHASE ORDER FOR DOUGLAS INDUSTRIAL MEDICAL CLINIC FOR PROFESSIONAL MEDICAL SERVICES (\$10,000) **(Resolution # 24,470)**

ITEMS REMOVED FROM THE CONSENT AGENDA

PUBLIC WORKS MUNICIPAL UTILITIES DEPARTMENT

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A PURCHASE ORDER FOR \$10,000.00 TO THE CINTAS UNIFORM COMPANY FOR THE RENTAL OF UNIFORMS FOR THE COMPTON WATER DEPARTMENT

Councilperson Zurita asked the City Manager to ensure that the list for uniforms accurately accounts for existing city employees.

On motion by Zurita, seconded by Galvan, **Resolution # 24,471** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ISSUE A PURCHASE ORDER FOR \$10,000.00 TO THE CINTAS UNIFORM COMPANY FOR THE RENTAL OF UNIFORMS FOR THE COMPTON WATER DEPARTMENT**" 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

END CONSENT AGENDA

CITY MANAGER'S REPORTS

6. MINUTE MOTION: TEMPORARY IMPROVEMENT (WILMINGTON/GREENLEAF INTERSECTION) - INCREASE THE CURRENT GREEN LIGHT CYCLE FROM 60 SECONDS TO 85 SECONDS (ACTION ITEM)

Mayor Brown reminded the City Manager about the Public Works presentation she requested and that the following intersections be included in the report: Central and El Segundo, Willowbrook and Greenleaf Boulevard, and Santa Fe and Greenleaf.

Councilperson Galvan requested a traffic signal at Oaks and Santa Fe Avenue.

#3.

City Manager Groomes informed the Council that the aforementioned requests for traffic signals will have to come back.

On motion by Galvan, seconded by Zurita, to approve the minute motion, by the following vote on roll call:

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

- 7. MINUTE MOTION: INSTALLATION OF PERMANENT IMPROVEMENT (WILMINGTON/GREENLEAF INTERSECTION) - APPROXIMATE COST \$150,000 (ACTION ITEM) **(REAGENDAD)**
- 8. POWER POINT PRESENTATION - CHRISTMAS PARADE - DECEMBER 10, 2016

Marvin Hunt, Director of Parks & Recreation, announced the City of Compton’s 64th Annual Christmas Parade to be held on Saturday, December 10, 2016. The parade will consist of local high school bands, drill teams, equestrian groups, celebrities, and elected officials. The parade will start promptly at 11:00 a.m. from the intersection of Compton Blvd and Bullis Road and conclude at Compton Blvd. and Alameda Street.

Parade Benefits

Community Pride - Celebrating culture, unity, and organizations within the City.

Partnerships - Increases Public/Private partnerships.

Positive Perception - Increases a positive perception through various media outlets.

Promote City Goals - Promote City goals to improve quality of life.

Parade Components

VIP Reception, Parking Route, Volunteers, Registration, Marketing

Award Categories

- Mayor’s Award • Grand Marshal Award • Chairman’s Elf Award • Spirit Award • Spectacular Sparkles Award • Performance Award • Spirit of Giving Award

2015 Highlights

- Over 150 Parade Participants • Over 10,000 Parade Attendees • Celebrity Guests • Interdepartmental Cooperation • Over \$20k in Public/Private Partnership • Parade Expenditure

Parade Expenditures

SO. Cal. Judges Assoc. - Judges For Drill Teams and Bands - \$960.00
Allen J Kennett - Sound Equipment for Judges Stand - \$700.00
Banners & Sign Graphix Installation of Four Street Banners \$774.00
Catering - Catering for VIP Reception - \$1,551.10
All American Tents - Tent for Judges Stand - \$1,381.50
Electric Car Sales - Golf Carts - \$2,229.30
Convertible Cars for Celebrities and Elected Officials - Hertz Car Rental - \$1,687.56

Total \$9,283.46

City Staffing

Sheriffs - \$41,500.00
Parks & Recreation - \$6,900.58
Public Works- \$10,724.50
General Services- \$1,934.09
Fire - \$438.76

Total \$61,497.93

Parade Expenditures

Los Altos Trophy Co. - Awards for VIP Reception- \$1,500.00
SO. Cal. Judges Assoc. Judges For Drill Teams and Bands - \$960.00
Allen J Kennett - Sound Equipment for Judges Stand- \$700.00
Banners & Sign Graphix - Installation of Four Street Banners- \$1,000.00
Catering - Catering for VIP Reception- \$2,000.00
Creative Tents - Tent for Judges Stand - \$1,500.00
Convertible Cars for Celebrities and Elected Officials - Enterprise Car Rental- \$2,000.00
Creative Celebrations - VIP Reception - \$500.00

2016 Proposed City Staffing Costs

Sheriffs - \$41,500.00
Parks & Recreation- \$6,900.58
Public Works - \$10,724.50
General Services - \$1,934.09
Fire - \$438.76
Parking/Security - \$6,072.00

Staffing Total - \$67,569.93
O&M Total - \$10,460.00

Combined Total of Staffing & Expenditures - \$78,029.93

City Manager Groomes informed the Council that there is no budget for the Christmas parade this year.

Councilperson Zurita questioned why staff did not budget for this year's Christmas parade and stated that with the condition of Compton Boulevard between Bullis Road and Alameda Street she recommends that those funds be allocated towards street repair and tree trimming.

City Manager Groomes proposed that Council consider other types of celebrations with the funds that have been donated to the City in recognition of Christmas.

Mayor Brown proposed a city-wide Winter Wonderland for the same date that coincides with the other events hosted by council members during the month of December.

Staff was instructed to bring back an item for council consideration that specifies the details of a Winter Wonderland event.

REGULAR AGENDA

CITY ATTORNEY'S REPORTS

CLOSED SESSION

9. CONFERENCE WITH LABOR NEGOTIATOR
Agency Negotiator: City Manager
Employee Organizations: AFSCME LOCAL 2325, SEIU LOCAL 347, LUMNSE,
COMPTON FIREFIGHTERS LOCAL 2216 Pursuant to California Government Code
Section 54957.6

#3.

On motion by Zurita, seconded by McCoy, 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

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

10. AN INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON, PROHIBITING ALL COMMERCIAL NON-MEDICAL MARIJUANA ACTIVITY IN THE CITY, PROHIBITING OUTDOOR MARIJUANA CULTIVATION ON PRIVATE RESIDENCES AND DECLARING THE URGENCY THEREOF

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

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

NOES: Council Members - None

ABSENT: Council Members - None

On motion by Zurita, seconded by McCoy, **Ordinance # 2,277** entitled "**AN INTERIM ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON, PROHIBITING ALL COMMERCIAL NON-MEDICAL MARIJUANA ACTIVITY IN THE CITY, PROHIBITING OUTDOOR MARIJUANA CULTIVATION ON PRIVATE RESIDENCES AND DECLARING THE URGENCY THEREOF**" 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

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO PROFESSIONAL SERVICES AGREEMENTS WITH AND ESTABLISH PURCHASE ORDERS FOR EVAN BROOKS ASSOCIATES AND AVANTE-GARDE FOR GRANT WRITING SERVICES FOR THE CITY OF COMPTON (\$180,000)

Councilperson Zurita asked the City Manager if the contract stipulates the expected performance level for this company.

City Manager Groomes reported that this item establishes a purchase order with Evan Brooks Associates and Avante-Garde for grants written and secured on behalf of the City of Compton.

On motion by Galvan, seconded by Sharif, **Resolution # 24,472** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO PROFESSIONAL SERVICES AGREEMENTS WITH AND ESTABLISH PURCHASE ORDERS FOR EVAN BROOKS ASSOCIATES AND AVANTE-GARDE FOR GRANT WRITING SERVICES FOR THE CITY OF COMPTON (\$180,000)**" 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

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A TWO (2) YEAR GRAFFITI ABATEMENT SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR URBAN GRAFFITI ENTERPRISES, INC. FOR CITY-WIDE GRAFFITI ABATEMENT SERVICES (\$198,000)

Councilperson McCoy asked the City Manager why the lowest bidder did not receive the bid.

City Manager Groomes confirmed that the lowest bidder was not as qualified as the selected bidder.

On motion by Galvan, seconded by Zurita, **Resolution # 24,473** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A TWO (2) YEAR GRAFFITI ABATEMENT SERVICES AGREEMENT WITH AND ESTABLISH A PURCHASE ORDER FOR URBAN GRAFFITI ENTERPRISES, INC. FOR CITY-WIDE GRAFFITI ABATEMENT SERVICES (\$198,000)**" 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

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AUTHORIZE A PURCHASE ORDER IN THE AMOUNT OF \$120,000 TO LIFE ASSIST MEDICAL SUPPLIES FOR THE PURCHASE OF MEDICAL SUPPLIES AND RELATED EQUIPMENT FOR THE FIRE DEPARTMENT

Mayor Brown requested a brief explanation of this item.

City Manager Groomes stated that the approval of this item will allow the City to purchase medical supplies and equipment from Life Assist for a total of \$120,000.

On motion by Zurita, seconded by McCoy, **Resolution # 24,474** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AUTHORIZE A PURCHASE ORDER IN THE AMOUNT OF \$120,000 TO LIFE ASSIST MEDICAL SUPPLIES FOR THE PURCHASE OF MEDICAL SUPPLIES AND RELATED EQUIPMENT FOR THE FIRE DEPARTMENT**" 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. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH LEASE AGREEMENT WITH SYLVIA NUNN ANGELS FOR CITY-OWNED PROPERTY LOCATED AT 200 NORTH LONG BEACH BOULEVARD (**REAGENDAD**)

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH RALPH ANDERSEN & ASSOCIATES TO CONDUCT A COMPENSATION AND BENEFITS STUDY (\$26,500)

Mayor Brown asked the City Manager to provide a brief explanation of this item.

City Manager Groomes confirmed that this proposal will authorize an agreement with Ralph Andersen & Associates to perform a citywide compensation and salary study on the city's classifications as it relates to other cities.

Councilperson Zurita asked the City Manager if the City has the capability to perform this action in-house.

City Manager Groomes answered that this kind of comprehensive study is cost-effective and cannot be performed in-house.

#3.

On motion by Sharif, seconded by McCoy, **Resolution # 24,475** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH RALPH ANDERSEN & ASSOCIATES TO CONDUCT A COMPENSATION AND BENEFITS STUDY (\$26,500)**" 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

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ACCEPTANCE OF CERTAIN GOVERNMENTAL USE PROPERTIES LOCATED AT 1500-1520 E. COMPTON BOULEVARD, 106 E. CEDAR STREET, 201 N. LONG BEACH BOULEVARD, 203 N. LONG BEACH BOULEVARD, 211 N. LONG BEACH BOULEVARD AND 458 S. ALAMEDA STREET FROM THE SUCCESSOR AGENCY PURSUANT TO THE SUCCESSOR AGENCY'S LONG RANGE PROPERTY MANAGEMENT PLAN, AND TAKING CERTAIN RELATED ACTIONS

On motion by Zurita, seconded by McCoy, **Resolution # 24,476** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ACCEPTANCE OF CERTAIN GOVERNMENTAL USE PROPERTIES LOCATED AT 1500-1520 E. COMPTON BOULEVARD, 106 E. CEDAR STREET, 201 N. LONG BEACH BOULEVARD, 203 N. LONG BEACH BOULEVARD, 211 N. LONG BEACH BOULEVARD AND 458 S. ALAMEDA STREET FROM THE SUCCESSOR AGENCY PURSUANT TO THE SUCCESSOR AGENCY'S LONG RANGE PROPERTY MANAGEMENT PLAN, AND TAKING CERTAIN RELATED ACTIONS**" 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

18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE TRANSFER OF CERTAIN PROPERTIES LOCATED THE MARTIN LUTHER KING TRANSIT CENTER LOCATED AT 310 NORTH WILLOWBROOK AVENUE, THE DOLLARHIDE COMMUNITY CENTER LOCATED AT 301 NORTH TAMARIND AVENUE AND THE PARKING STRUCTURE LOCATED AT 301 NORTH TAMARIND FROM THE SUCCESSOR AGENCY TO THE COMPTON COMMUNITY REDEVELOPMENT AGENCY FOR GOVERNMENTAL USE PURSUANT TO THE PROVISIONS OF HEALTH AND SAFETY CODE SECTIONS 34181(A) AND 34191.3(B), AND TAKING CERTAIN RELATED ACTIONS

On motion by Zurita, seconded by Galvan, **Resolution # 24,477** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE TRANSFER OF CERTAIN PROPERTIES LOCATED THE MARTIN LUTHER KING TRANSIT CENTER LOCATED AT 310 NORTH WILLOWBROOK AVENUE, THE DOLLARHIDE COMMUNITY CENTER LOCATED AT 301 NORTH TAMARIND AVENUE AND THE PARKING STRUCTURE LOCATED AT 301 NORTH TAMARIND FROM THE SUCCESSOR AGENCY TO THE COMPTON COMMUNITY REDEVELOPMENT AGENCY FOR GOVERNMENTAL USE PURSUANT TO THE PROVISIONS OF HEALTH AND SAFETY CODE SECTIONS 34181(A) AND 34191.3(B), AND TAKING CERTAIN RELATED ACTIONS**" 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

19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ESTABLISH PURCHASE ORDERS TO VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF MATERIALS AND SUPPLIES ON AN AS-NEEDED BASIS DURING FISCAL YEAR 2016-2017 FOR THE PARKS AND RECREATION DEPARTMENT (\$114,979.04)

On motion by Zurita, seconded by Galvan, **Resolution # 24,478** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ESTABLISH PURCHASE ORDERS TO VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF MATERIALS AND SUPPLIES ON AN AS-NEEDED BASIS DURING FISCAL YEAR 2016-2017 FOR THE PARKS AND RECREATION DEPARTMENT (\$114,979.04)**" 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

20. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2016-2017 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE FUNDS FROM THE DEPARTMENT OF JUSTICE, JUSTICE ASSISTANCE GRANT 2016 IN THE AMOUNT OF \$95,747, REALLOCATE \$29,502.92 FROM THE DEPARTMENT OF JUSTICE, JUSTICE ASSISTANCE GRANT 2015, INCORPORATE UNEXPENDED JAG 2015 FUNDS IN THE AMOUNT OF \$66,897 AND TO APPROVE THE CONTINUATION OF THE GANG PREVENTION AND INTERVENTION PROGRAM THROUGH THE END OF FISCAL YEAR 2016-2017

Councilperson Sharif asked the City Manager if \$165,000 in JAG funds was supposed to be transferred to the gang intervention program from the Sheriff Department's rebate program during the last budget cycle.

Mayor Brown replied affirmatively.

On motion by Sharif, seconded by McCoy, **Resolution # 24,479** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2016-2017 FISCAL YEAR BUDGET TO ACCEPT AND APPROPRIATE FUNDS FROM THE DEPARTMENT OF JUSTICE, JUSTICE ASSISTANCE GRANT 2016 IN THE AMOUNT OF \$95,747, REALLOCATE \$29,502.92 FROM THE DEPARTMENT OF JUSTICE, JUSTICE ASSISTANCE GRANT 2015, INCORPORATE UNEXPENDED JAG 2015 FUNDS IN THE AMOUNT OF \$66,897 AND TO APPROVE THE CONTINUATION OF THE GANG PREVENTION AND INTERVENTION PROGRAM THROUGH THE END OF FISCAL YEAR 2016-2017**" 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

21. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE CITY OF COMPTON'S FISCAL YEAR BUDGET 2016-2017 TO INCLUDE THE HOUSING SUCCESSOR'S EXPENDITURES AND REVENUES

Mayor Brown asked the City Manager to provide a brief summary of this item.

Mr. Cliff Graves, Assistant City Manager, assured the Mayor that the budget for the Successor Agency has already been approved; however the Housing component was delayed to allow staff the opportunity to resolve the legal issues surrounding the appropriateness of allocating funds from different bond issuances.

#3.

On motion by Zurita, seconded by McCoy, **Resolution # 24,480** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE CITY OF COMPTON'S FISCAL YEAR BUDGET 2016-2017 TO INCLUDE THE HOUSING SUCCESSOR'S EXPENDITURES AND REVENUES**" 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 RESCINDING RESOLUTION 24,449 AND AUTHORIZING THE APPROPRIATION OF THE REMAINING FUNDS FROM THE PROCEEDS OF THE TAX ALLOCATION BONDS SERIES C TO SUPPLEMENT THE HOME IMPROVEMENT LOAN PROGRAM AND TAKING CERTAIN RELATED ACTIONS

Mayor Brown asked the City Manager to provide details on the "certain related actions" taken, as noted within the title of the resolution.

Mr. Cliff Graves, Assistant Manager, reported the following "certain related actions" 1) funds were appropriated from Series C Bonds to cover contractor costs to address an emergency, and as a result 2) added costs were incurred that were not authorized.

On motion by Zurita, seconded by Sharif, **Resolution # 24,481** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON RESCINDING RESOLUTION 24,449 AND AUTHORIZING THE APPROPRIATION OF THE REMAINING FUNDS FROM THE PROCEEDS OF THE TAX ALLOCATION BONDS SERIES C TO SUPPLEMENT THE HOME IMPROVEMENT LOAN PROGRAM AND TAKING CERTAIN RELATED ACTIONS**" 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 INTERIM CITY MANAGER TO ESTABLISH PURCHASE ORDERS FOR VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF MECHANIC SHOP MATERIALS/SUPPLIES FOR THE PUBLIC WORKS DEPARTMENT (\$100,000)

On motion by Sharif, seconded by Zurita, **Resolution # 24,482** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ESTABLISH PURCHASE ORDERS FOR VENDORS LISTED IN "APPENDIX A" FOR THE PROCUREMENT OF MECHANIC SHOP MATERIALS/SUPPLIES FOR THE PUBLIC WORKS DEPARTMENT (\$100,000)**" 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

SUBSEQUENT NEED ITEM - REQUEST TO WAIVE FEES FOR USE OF THE FACILITY LOCATED AT 600 NORTH ALAMEDA STREET

On motion by Zurita, seconded by McCoy, to consider the subsequent need item, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - None

On motion by McCoy, seconded by Zurita, the subsequent need item 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 WARRANTS

24. Warrant #236572 - 11/03/16 - Corinna Pleasant - Catering Services at Dollarhide Center - \$954.82 - Requested by: Parks & Recreation

Warrant #236650 - 11/10/16 - American Express Travel - Flower arrangement for Sheriff Sgt. Al Lopez Funeral - \$195.41 - Requested by: City Manager

Warrant #236656 - 11/10/16 - Best Buy Business - Computer and scanner equipment purchase - \$3,532.86 - Requested by: City Manager

Total Amount - \$4,683.09

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

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

NOES: Council Members - None

ABSENT: Council Members - None

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Commented on the success of the “Major League Baseball Hall of Fame Celebration” and announced her intentions to revitalize Jackie Robinson stadium.
- Articulated her concerns for the fate of the Compton Fire Department ambulance units and paramedics team.
- Hosting an event to celebrate the installation of memorial signs on the 710 freeway in recognition of the lives of slain Compton police officers Kevin Burrell, James MacDonald, and Dess Phipps. The event is scheduled to be held on Saturday, November 19, 2016 from 11 a.m. to 2 p.m. at Dollarhide Community Center.

Meeting Adjournments

Vertie Lacy

E.J. Jackson

Frieda King-Fisher

Councilperson Galvan offered the following communications/announcements:

- Asked that the meeting be adjourned in memory of Dexter Washington.

Councilperson McCoy offered the following communications/announcements:

- Attended the Angels For Sight Health Fair, Alma's Cookie & Company Grand Opening, CBATS MJB Hall of Fame Celebration, and the Walton Middle School Community Garden event.

***Councilperson Galvan exited the meeting at 8:44 p.m.**

- “Clymar Block Club Meeting” will be held on Saturday, November 26, 2016 from 10 a.m. to 12 p.m. at Burrell McDonald Park.

#3.

Councilperson Sharif offered the following communications/announcements:

- “Greater Los Angeles Career Fair” will be held Thursday, November 17, 2016 from 11 a.m. to 2 p.m. at the LAX Holiday Inn.
- Attended Alma's Cookie & Company Grand Opening event.
- Asked the City Council to prepare a resolution in support of the Council of Governments cap and trade funds proposal.

Resident Concerns

Clean alleyways behind Payless Shoe Source located on Pannes and Alondra Boulevard.

City Clerk Godwin offered the following communications/announcements:

- Thanked the Fire Department and the Sheriff's Department for coming to her two-year old grandson's rescue last Saturday morning.
- Asked the members of the City Council if they were open to a workshop on an “All Mail Election”.
 - **Mayor Brown** conceded that she is open to reviewing the City Clerk's research and learning more about her recommendation.
- The first day to file for any elected office is December 27, 2016 and the closing date is January 23, 2017.

Mayor Brown offered the following communications/announcements:

- Commented on the success of the Healthy Compton Festival held over the weekend.
- Walmart Hiring Center opened up last week at Careerlink; over two hundred Compton residents showed up for interviews and over 45 existing Compton residents/Walmart workers committed to transferring to the Walmart Compton location. Training and employment will begin December 5, 2016 and the store is scheduled to open during the second week of January 2017.
- Attended a Metro Press Conference on November 9, 2016 wherein they announced \$30M of improvements along the Blueline.
- Asked the City Manager to create a rotation or detail for law enforcement presence at the local parks during the hours that children are leaving school.
- Asked the City Manager if there will be any Christmas decorations on the major thoroughfares for the month of December.
 - **City Manager Groomes** stated that funds were not allocated for Christmas decorations.
- Mayor Brown instructed the City Manager to obtain cost estimates for a company that provides Christmas decoration rentals.
 - **City Clerk Godwin** stated that she would locate cost estimates from Dekra-Lite Commercial Christmas Lighting and Decor.

Meeting Adjournment

Cynthia Doxie

On motion by Zurita, seconded by McCoy, the meeting was recessed to closed session at 9:04 p.m., by the following vote on roll call:

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

The City Council meeting reconvened from closed session at 10:46 p.m.

ROLL CALL

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

REPORT OUT OF CLOSED SESSION

City Attorney Cornwell reported out of closed session conference with Labor Negotiator, Agency Negotiator: City Manager in regards to employee organizations: AFSCME Local 2325, SEIU Local 347, LUMNSE, and Compton Firefighters Local 2216. There was no reportable action taken pursuant to California Government Code Section 54957.6.

ADJOURNMENT

The City Council meeting adjourned at 10:48 p.m. in memory of **Cynthia Doxie, Vertie Lacy, E.J. Jackson, and Frieda King-Fisher** for lack of a quorum.

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

City Clerk of the City of Compton

Mayor of the City of Compton

DATE: December 6, 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 REFLECTS ALL POOLED INVESTMENTS HELD ON BEHALF OF THE CITY AND THE SUCCESSOR AGENCY AS OF SEPTEMBER 30, 2016.

DOUGLAS SANDERS
CITY TREASURER



#4.

CITY OF COMPTON
Portfolio Management
Portfolio Summary
September 30, 2016

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

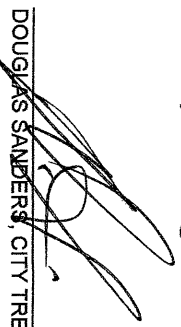
Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Passbook/Checking Accounts -2	486,996.47	486,996.47	486,996.47	1.94	1	1	0.119	0.120
Local Agency Investment Funds	24,429,485.41	24,429,485.41	24,429,485.41	97.56	1	1	0.542	0.550
Managed Pool & Money Market Account	124,564.32	124,564.32	124,564.32	0.50	1	1	0.148	0.150
Investments	25,041,046.20	25,041,046.20	25,041,046.20	100.00%	1	1	0.532	0.540

Total Earnings	September 30 Month Ending	Fiscal Year To Date
Current Year	12,802.43	43,289.17
Average Daily Balance	26,313,180.15	28,304,523.71
Effective Rate of Return	0.59%	0.61%

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 \$15,595 million with the balance due in June 2017. As of September 30, 2016 the 3rd month of the Fiscal Year 2016/2017, the City had an estimated total in the General City Bank account plus LAIF accounts of \$19.3 million. At the time of this report period, approximately \$5.3 million in outstanding warrants to be paid to vendors. Our PERS balance is approximately \$6.4 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 \$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 after the 2016 Presidential election due to the stable employment number over the last 12 months and possible inflation. The question is will it be .25% or .50% on short term rates. 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. More over the other major Bond payments were made in August. In December 2016 the City will be receiving its property tax revenue with the majority pledged for the TRANS. 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 9/30/16
 3 month T-Bill @ 0.2690%
 6 month T-Bill @ 0.4320%
 1 year T-Bill @ 0.5850%


 DOUGLAS SANDERS, CITY TREASURER
 11-2-16

Reporting period 09/01/2016-09/30/2016

CITY OF COMPTON

Portfolio Management

Portfolio Details - Investments

September 30, 2016

Page 1

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			180,635.30	180,635.30	180,635.30	0.070	0.069	0.070	1	
4000	4000	Neighborhood Improvement			306,361.17	306,361.17	306,361.17	0.150	0.148	0.150	1	
	Subtotal and Average		485,811.85		486,996.47	486,996.47	486,996.47		0.119	0.120	1	
Local Agency Investment Funds												
6000	6000	General City			10,512,597.87	10,512,597.87	10,512,597.87	0.550	0.542	0.550	1	
6011	6011	SA Low Cost Housing			0.00	0.00	0.00		0.000	0.000	1	
6029	6029	Measure R			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	0.550	0.542	0.550	1	
6002	6002	Prop C			2,002,074.33	2,002,074.33	2,002,074.33	0.550	0.542	0.550	1	
6030	6030	PROP A			1,621,460.04	1,621,460.04	1,621,460.04	0.550	0.542	0.550	1	
6027	6027	River Mountain Conservancy			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	0.550	0.542	0.550	1	
6003	6003	Sewer Bond Proceeds			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	0.550	0.542	0.550	1	
2100	6021	Retirement Fund			6,192,492.77	6,192,492.77	6,192,492.77	0.550	0.542	0.550	1	
	Subtotal and Average		25,702,818.74		24,429,485.41	24,429,485.41	24,429,485.41		0.542	0.550	1	
Managed Pool & Money Market Account												
5004	5004	Formal Assurance Prg Money Mkt			124,031.00	124,031.00	124,031.00	0.150	0.148	0.150	1	
5005	5005	Rental Rehab Prg Money Market			203.17	203.17	203.17	0.060	0.059	0.060	1	
5003	5003	Residential Rehab Money Market			330.15	330.15	330.15	0.040	0.039	0.040	1	
	Subtotal and Average		124,549.56		124,564.32	124,564.32	124,564.32		0.148	0.150	1	
	Total and Average		26,313,180.15		25,041,046.20	25,041,046.20	25,041,046.20		0.532	0.540	1	

#4

9/11/02/2016 - 15:19

Portfolio COMP
AC
PM (PRF_PMT) 7.3.0

Report Ver: 7.3.3b

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

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BANK	1,437,700.86
1001	GENERAL CITY ACCOUNT	BANK OF THE WEST	10,224,759.54
1520	MEASURE R	BANK OF THE WEST	143,574.67
2000	PROP A	BANK OF THE WEST	310,620.28
4000	SA GENERAL	BANK OF THE WEST	1,944,624.29
1203	SA LOW COST HOUSING	BANK OF THE WEST	7,308,832.45
2100	PERS	BANK OF THE WEST	185,123.00
9203	PUBLIC FINANCE AUTHORITY	BANK OF THE WEST	179,145.40
1001	COC - REGIONAL PARK	BANK OF THE WEST	963.80
2820	COC - FAMILY SELF SUFFICIENCY	BANK OF THE WEST	180,635.30
2754-84-85	JTPA - CAREERLINK	BANK OF THE WEST	243,791.49
2805	HOME LOAN PROGRAM	BANK OF THE WEST	640,474.63
2818	SECTION 108 - HUD FUND	BANK OF THE WEST	1,931,034.58
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	112,271.49

**CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
SEPTEMBER 30, 2016**

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
1001	COC - CHANGE FUND	BANK OF THE WEST	69.00
1900	PROP C	BANK OF THE WEST	240,182.65
6300	WORKERS COMP	BANK OF THE WEST	166,041.04
2820	HOUSING AUTHORITY	BANK OF THE WEST	1,655,314.67
1001	EMERGENCY MEDICAL SERVICES COC	BANK OF THE WEST	1,321,975.54
1061	COPS GRANT WEED AND SEED	BANK OF THE WEST	175,227.71
1001	COC PARKING VIOLATIONS	BANK OF THE WEST	275,856.59
1001	COC UTILITIES BILLINGS	BANK OF THE WEST	1,174,494.05

December 6, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO DEBRA DUNCAN FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR REMAINDER OF FISCAL YEAR 2016-2017 (\$28,600)

SUMMARY

The City Clerk requests that the City Council adopt a resolution authorizing the Interim City Manager to enter into a contract with and re-issue a purchase order in the amount of \$28,600.00 for Debra Duncan for payment of services for transcription and preparation of meeting minutes of the City's legislative bodies and specialized electronic services for the remainder of Fiscal Year 2016-2017 (i.e. December 6, 2016 through June 30, 2017).

BACKGROUND

On July 19, 2016, the Council adopted Resolution No. 24,382, which authorized a twelve (12) month (7/1/16 – 6/30/17) contract with Melvinna Sharp to provide transcription and specialized electronic services for the City's legislative bodies. Ms. Sharp's contractual responsibilities included transcribing and preparing the meeting minutes for the Compton Public Finance Authority, the Urban Community Development Commission, the Successor Agency to the Community Redevelopment Agency of the City of Compton, and the City Council ("legislative bodies").

Pursuant to provisions of the agreement with Ms. Sharp, she notified the City of her intent to terminate the contract prior to its expiration. Ms. Sharp ceased providing services subsequent to the November 15, 2016 Council meeting date.

STATEMENT OF ISSUE

The City Clerk's Office is minimally staffed; thus, it is vital to employ the services of another provider as soon as possible to assure that meeting minutes be prepared and submitted to the various legislative bodies for review and filing in a timely manner. Ms. Duncan is knowledgeable and experienced in the needed areas of service and is available to commence providing these services immediately.

In addition to the transcription services, Ms. Duncan will also be responsible for providing a variety of technological services attendant to the agenda preparation process for the City's legislative bodies, such as:

1. Export the consent Agenda from SIRE to the Granicus Live Manager System.
2. Transcribes the spoken word from video files using sophisticated software (Granicus Live/Media Manager internet-based software).
3. Include accurate time stamps for agenda items (Public Comments on Agenda and Non-Agenda Items, Consent Agenda, etc.).
4. Perform application programming operations (enters specialized vocabulary into software) to assist in the rapid and accurate translation of spoken information into electronic and print materials; (roll call, motions, votes, resolution numbers, ordinance numbers, report out of closed session items, and adjournments).
5. Records amendments to resolutions and ordinances, incidental motions, requests to withdraw or modify motions, special privileges, and disciplinary procedures.
6. Evaluates and maintains software to determine suitability.
7. Identifies and takes corrective action to resolve routine operational problems.
8. Publishes training streams as necessary.
9. Provide user accessibility to archived meetings via the internet.
10. Operates peripheral equipment such as printers, desktop computers, and copiers to provide hard copies of summary minutes.

Ms. Duncan will be compensated at the same rate as the prior contractor; that is, a flat rate of \$800.00 per week for each week that meetings of the legislative bodies are conducted as well as any special meetings called.

Staff Report – Resolution Authorizing Contract
Transcribe Legislative Bodies Meeting Minutes
Debra Duncan FY 2016-2017 (12/6/16-6/30/17)
December 6, 2016, page 3

FISCAL IMPACT

Pursuant to Resolution No. 24,382, a purchase order was issued for Ms. Sharp's services in the amount of \$35,500.00. There remains an amount of \$28,600.00 on the existing purchase order which should be re-issued for Ms. Duncan. Funds for this expenditure are available in Account No. 1001 470 000 4262.

RECOMMENDATION

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

ALITA GODWIN, CMC
CITY CLERK

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 CONTRACT WITH AND ISSUE A PURCHASE ORDER TO DEBRA DUNCAN FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY'S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR REMAINDER OF FISCAL YEAR 2016-2017 (\$28,600)

WHEREAS, on July 19, 2016, the Council adopted Resolution No. 24,382, which authorized a twelve (12) month (7/1/16 – 6/30/17) contract with Melvinna Sharp to provide transcription and specialized electronic services for the City's legislative bodies; and

WHEREAS, Ms. Sharp's contractual responsibilities included transcribing and preparing the meeting minutes for the Compton Public Finance Authority, the Urban Community Development Commission, the Successor Agency to the Community Redevelopment Agency of the City of Compton, and the City Council ("legislative bodies"), in addition to duties which included, but were not limited to performing application programming operations to assist in the rapid and accurate translation of spoken information into electronic and print materials; and

WHEREAS, pursuant to provisions of the agreement, Ms. Sharp notified the City of her intent to terminate the contract prior to its expiration and ceased providing services subsequent to the November 15, 2016 Council meeting date; and

WHEREAS, the City Clerk's Office is minimally staffed; thus, it is vital to employ the services of another provider as soon as possible to assure that meeting minutes be prepared and submitted to the various legislative bodies for review and filing in a timely manner; and

WHEREAS, Ms. Duncan is knowledgeable and experienced in the needed areas of service and is available to commence providing these services immediately; and

WHEREAS, staff is recommending that the Interim City Manager be authorized to enter into a contract with Debra Duncan and re-issue a purchase order in the amount of funds remaining on the original purchase order; i.e. \$28,600.00, which is 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 Manager, on the advice and approval of the City Attorney is hereby authorized to enter into a contract with Debra Duncan for the transcription and preparation of City of Compton's legislative bodies (i.e. Public Finance Authority, Urban Community Development Commission, Successor Agency to the Community Redevelopment Agency of the City of Compton and the City Council) meeting minutes, as well as any special meetings called and for specialized electronic services for the remainder of Fiscal Year 2016-2017 (i.e. December 6, 2016 through June 30, 2017).

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

Section 3. That a purchase order is authorized to be re-issued for services to be rendered by Debra Duncan in the amount of \$28,600.00.

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

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

ADOPTED this ____ day of _____, 2016.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

**TRANSCRIPTION SERVICES AGREEMENT
BETWEEN
THE CITY OF COMPTON
AND
DEBRA DUNCAN**

This **AGREEMENT** is entered and made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and the **DEBRA DUNCAN** (hereinafter referred to as "**CONTRACTOR**") located at 4016 Pine Avenue, Long Beach, California 90807.

RECITALS:

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

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

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

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

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

AGREEMENT:

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

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

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

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

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

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

2. Duration of Contract. The term of this Agreement shall be for period of December 6, 2016 through June 30, 2017, unless this Agreement is terminated as provided herein.

3. Compensation. The method of payment for this Contract will be based on a fee-for-services basis, billable at an agreed rate of **Eight Hundred Dollars (\$800.00)** per date for transcription and preparation of meeting minutes for each and every City of Compton legislative body (i.e. the Compton Public Finance Authority, the Urban Community Development Commission, the Compton City Council and the Successor Agency) meeting on that date. The compensation paid the Contractor includes compensation for all work, including travel, materials, supplies, vendor services, expenses and subcontracted work. No additional compensation will be paid to the Contractor, unless there is a change in the scope of the services or the scope of the project. In the instance of a change in the scope of services or scope of the project, adjustment to the compensation may be negotiated between the Contractor and the City. Adjustment in the compensation will not be effective until authorized and approved by contract amendment.

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

Services Agreement – Debra Duncan
Legislative Bodies Minutes – Transcription FY 2016-2017
Resolution No. (City Clerk)

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

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

The Contractor understands and agrees that the maximum compensation authorized for the services to be performed pursuant to this Agreement is limited to a not-to-exceed sum of **Twenty Eight Thousand Six Hundred Dollars (\$28,600.00).**

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

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

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

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

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

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

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

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

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

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

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

8. Subcontracting. Contractor's services are unique and personal. Except as may be agreed to by the City, Contractor will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Contractor subcontracts any of the

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services, Contractor will be fully responsible to City for the acts, errors and omissions of Contractor's subcontractor and of the persons either directly or indirectly employed by the

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

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

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

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

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

Coverages and Limits. Contractor will maintain the types of 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-indicated insured's except for Workers Compensation and errors and omissions insurance. Contractor will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Contractor believes that any required insurance coverage is inadequate, Contractor will obtain such additional insurance coverage, as Contractor deems adequate, at Contractor's sole expense.

11.1 Commercial General Liability Insurance. \$500,000.00 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

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

Endorsements. For Commercial General Liability Insurance, Contractor will insure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as “**additional 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 will furnish certificates of insurance and endorsements to City.***

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

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

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

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

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

responsible for the compliance of the services with all applicable laws, ordinances and regulations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Contractor:

**Debra Duncan
4016 Pine Avenue
Long Beach, California 90807
(213) 880-7180**

Services Agreement – Debra Duncan
Legislative Bodies Minutes – Transcription FY 2016-2017
Resolution No. (City Clerk)

To City:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Clerk
(310) 605-5530
(310) 639-4685 – fax.

With copy to:

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

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

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

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

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

CONTRACTOR

Dated: _____

By _____
Debra Duncan

CITY OF COMPTON
Recommended for Approval:

Dated: _____

By _____
Alita Godwin, City Clerk

#5.

Services Agreement – Debra Duncan
Legislative Bodies Minutes – Transcription FY 2016-2017
Resolution No. (City Clerk)

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: City Clerk

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO DEBRA DUNCAN FOR TRANSCRIPTION AND PREPARATION OF MEETING MINUTES OF THE CITY’S LEGISLATIVE BODIES AND SPECIALIZED ELECTRONIC SERVICES FOR REMAINDER OF FISCAL YEAR 2016-2017 (\$28,600)

Vernell McDaniel
DEPARTMENT MANAGER’S SIGNATURE

12/1/2016 5:36:17 PM
DATE

REVIEW / APPROVAL

Ruth Rugley

12/1/2016 6:05:48 PM
DATE

Brandon Mims
CITY CONTROLLER

12/1/2016 5:52:54 PM
DATE

Cliff Graves
CITY MANAGER

12/1/2016 5:46:44 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.

December 6, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO EXCHANGE FIVE (5) SURPLUS MOTOROLA PORTABLE RADIOS TO COMMLINE, INC. FOR SERVICE CREDIT IN THE AMOUNT OF \$3,000.00 FOR NEEDED VEHICLE COMMUNICATION REPAIRS IN THE COMPTON FIRE DEPARTMENT

SUMMARY

The City Council will consider adopting a resolution that will authorize the City Manager to execute any agreements and other documents necessary to effectuate the Compton Fire Department's ("Department") exchange of five (5) surplus Motorola XTS 5000 portable radios without antennas or batteries to Commline, Inc. ("Commline") in exchange for service credit in the amount of Three Thousand Dollars (\$3,000.00) for needed vehicle communication repairs in the Compton Fire Department.

BACKGROUND

The Department has five (5) surplus Motorola XTS 5000 portable radios without antennas or batteries, with law enforcement features. These surplus radios have an approximate value of \$500.00 - \$600.00 dollars each; however, they do not meet the Department's needs. In order to become usable for the Department, the City will need to purchase batteries, antennas, microphones, internal hardware and new programming features. 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.

STATEMENT OF ISSUE

Commline can take these surplus radios and make them usable in a non-public safety application and understands that these surplus radios do not come with antennas, batteries, warranties or guarantees. The Department does not warranty or guaranty any of these surplus radios. The City will provide Commline with five (5) surplus Motorola portable radios without antennas, batteries, warranty or guarantee. In exchange, Commline will issue a service credit in the amount of Three Thousand Dollars (\$3,000.00) to the Department for needed vehicle communication repairs in the Compton Fire Department.

#6.

**Staff Report – Resolution Authorizing Radio Exchange
Commline, Inc.
December 6, 2016
Page 2**

Pursuant to Section 4-11.7 of the Compton Municipal Code, whenever the City has any materials, supplies, equipment, or other personal property which it no longer needs for municipal purposes, or which has become unfit for use for municipal purposes and has a sale value in excess of Five Hundred Dollars (\$500.00), the City Manager shall obtain the consent and approval from the City Council before offering the same for sale.

ALTERNATIVE

No alternative suggested. If the attached Resolution is not adopted the Department will be required to retain radios that do not meet the needs of the Department and will require the expenditure of additional funds for needed vehicle communication repairs.

FISCAL IMPACT

The fiscal impact is a savings of additional funds in the amount of \$3,000.00 to the Department's 2016 – 2017 Fiscal Year budget.

RECOMMENDATION

Staff recommends that Council approve the attached Resolution.

**BRYAN BATISTE, INTERIM FIRE CHIEF
COMPTON FIRE 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 EXCHANGE FIVE (5)
SURPLUS MOTOROLA PORTABLE RADIOS TO COMMLINE, INC. FOR
SERVICE CREDIT IN THE AMOUNT OF \$3,000.00 FOR NEEDED VEHICLE
COMMUNICATION REPAIRS IN THE COMPTON FIRE DEPARTMENT**

WHEREAS, the Compton Fire Department (“Department”) has five (5) surplus Motorola XTS 5000 portable radios without antennas or batteries, with law enforcement features; and

WHEREAS, although these surplus radios have an approximate value of \$500.00-\$600.00 dollars each, they do not meet the Department’s needs in that in order to become usable for the Department the City will need to purchase batteries, antennas, microphones, internal hardware and new programming features; and

WHEREAS, Commline, Inc. can take these surplus radios and make them usable in a non-public safety application and understands that the Department’s surplus radios do not come with antennas, batteries, warranties or guarantees; and

WHEREAS, in exchange for receiving the Department’s five (5) surplus Motorola XTS 5000 portable radios, Commline, Inc. will issue to the Department a service credit in the amount of Three Thousand Dollars (\$3,000.00) for needed vehicle communication repairs in the Compton Fire Department; and

WHEREAS, pursuant to Section of 4-11.7 of the Compton Municipal Code, the City Manager requires approval from the City Council before offering for sale or exchange any City materials, supplies, equipment, or other personal property which it no longer needs for municipal purposes, or which has become unfit for municipal purposes and has a sale value in excess of Five Hundred Dollars (\$500.00); and

WHEREAS, staff recommends that this exchange will be in the best interest of the City and the fiscal impact is a savings of additional funds in the amount of \$3,000.00 to the Department’s 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-owned five (5) surplus excess Motorola XTS 5000 portable radios Motorola XTS 5000 portable radios without antennas, batteries, warranties or guarantees is hereby authorized to be exchanged to Commline, Inc. for service credit in the amount of Three Thousand Dollars (\$3,000.00) to the Compton Fire Department for needed vehicle communication repairs.

Section 2. That the City Manager, on the advice and approval of the City Attorney, is hereby authorized to execute any agreements and other documents necessary to effectuate the exchange of the portable radios between the City of Compton and Commline, Inc.

Section 3. That this transaction is agreed to be an even exchange and there will be no money exchanged between the City and Commline, Inc. for this radio exchange.

Section 4. That a certified copy of this Resolution shall be provided to the City Manager, City Attorney, City Controller and the Compton 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

**AGREEMENT FOR EXCHANGE OF PERSONAL PROPERTY
BETWEEN
THE CITY OF COMPTON
AND
COMMLINE, 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 **COMMLINE, INC.** (hereinafter referred to as “**COMMLINE**”), located at 5563 Sepulveda Boulevard, Suite D, Culver City, California 90230.

RECITALS:

WHEREAS, the Compton Fire Department (“Department”) has five (5) surplus Motorola XTS 5000 portable radios without antennas or batteries, with law enforcement features; and

WHEREAS, although these surplus radios have an approximate value of \$500.00-\$600.00 dollars each, they do not meet the Department’s needs in that in order to become usable for the Department the City will need to purchase batteries, antennas, microphones, internal hardware and new programming features; and

WHEREAS, Commline, Inc. can take these surplus radios and make them usable in a non-public safety application and understands that the Department’s surplus radios do not come with antennas, batteries, warranties or guarantees; and

WHEREAS, in exchange for receiving the Department’s five (5) surplus Motorola XTS 5000 portable radios, Commline, Inc. will issue to the Department a service credit in the amount of Three Thousand Dollars (\$3,000.00) for needed vehicle communication repairs in the Compton Fire Department; and

WHEREAS, staff recommends that this exchange will be in the best interest of the City and the fiscal impact is a savings of additional funds in the amount of \$3,000.00 to the Department’s 2016 – 2017 Fiscal Year budget; and

WHEREAS, the parties to this Agreement are the legal owners of the respective properties described below. The parties hereto have agreed to exchange the below described properties (hereinafter the “Properties”) pursuant to the terms agreed below.

NOW, THEREFORE, in consideration of the parties’ respective covenants, representations, warranties and agreements hereinafter set forth, and intending to be legally bound hereby, the parties mutually agree as follows:

AGREEMENT:**1. DESCRIPTION OF PROPERTY**

Pursuant to this Agreement, **COMMLINE** hereby agrees to issue to **CITY** the following property: **service credit in the amount of Three Thousand Dollars (\$3,000.00) issued to the City of Compton - Fire Department for needed vehicle communication repairs in the Compton Fire Department**; and in exchange of such property, **CITY** agrees to transfer to **COMMLINE** the following personal property: **five (5) surplus Motorola XTS 5000 portable radios without antennas, batteries, warranties or guarantees by the CITY.**

2. NO OTHER CONSIDERATION

Both parties agree that there is no consideration that one party will pay the other party for the property to be exchanged. Further, both parties agree that this transaction is agreed to be an even exchange and there will be no money exchanged between the CITY and COMMLINE.

3. WAIVER

The waiver of one or more defaults by any party to this Agreement shall not be deemed a waiver of any subsequent default of that provision of the Agreement or of a default under any other provision of this Agreement.

4. CLOSING DATE

The consummation of the transaction contemplated by this Agreement ("Closing") shall occur on _____ day of _____, 2016 at _____ [Specific location/address]. At the Closing, each party will give the other a properly executed [Receipt or Bill of Sale] for the property transferred.

5. NO REPRESENTATIONS

Neither party has made any representations or promises other than those contained in this Agreement or in some further writing signed by the party making the representation or promise.

6. MISCELLANEOUS

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

COMMLINE, INC.
"COMMLINE"

Dated: _____

By: _____
James Jun, President/CEO

CITY OF COMPTON
Recommended for Approval:

By: _____
Bryan Batiste, (Interim) Fire Chief
Compton Fire Department

Dated: _____

Dated: _____

By: _____
Jerry Groomes, 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: Fire Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO EXCHANGE FIVE (5) SURPLUS MOTOROLA PORTABLE RADIOS TO COMMLINE INC. FOR SERVICE CREDIT IN THE AMOUNT OF \$3,000.00 FOR NEEDED VEHICLE COMMUNICATIONS REPAIRS IN THE COMPTON FIRE DEPARTMENT

Bryan Batiste
DEPARTMENT MANAGER’S SIGNATURE

11/3/2016 4:35:38 PM
DATE

REVIEW / APPROVAL

Merle Greene
CITY ATTORNEY

12/1/2016 10:57:13 AM
DATE

Brandon Mims
CITY CONTROLLER

11/17/2016 2:38:25 PM
DATE

Jerome Groomes
CITY MANAGER

11/16/16
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.

December 6, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY'S OFFICE

**SUBJECT: REQUEST TO SET A PUBLIC HEARING TO EXTEND THE
INTERIM ORDINANCE NO. 2,275 45 DAY MORATORIUM FOR
CONVENIENCE STORES AND LIQUOR STORE USES**

Tuesday, December 13, 2016 @ 5:45 p.m.

SUMMARY:

The City Council will consider staff's request to schedule a public hearing to extend Interim Ordinance No. 2,275 45 day moratorium for convenience stores and liquor store uses.

BACKGROUND:

On November 1, 2016, the City Council approved an interim moratorium which established a temporary moratorium on the construction and operation of new convenience store and liquor store uses pursuant to California Government Code Section 65858. This moratorium expires December 16, 2016 unless extended prior to the expiration date.

STATEMENT OF THE ISSUE:

Staff is requesting to hold a public hearing to discuss the need for an extension, and to receive input from the public and City Council on this issue.

RECOMMENDATION:

Staff recommends that the City Council schedule a public hearing for **Tuesday, December 13, 2016 at 5:45 p.m.**

CRAIG J. CORNWELL
CITY ATTORNEY



Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

November 16, 2016

Ms. Alita Godwin
Compton City Clerk
Compton City Hall
205 South Willowbrook Avenue
Compton, CA 90220

Dear Ms. Godwin,

This Department is preparing to conduct the March 7, 2017 Special Election.

Our Training Section must train as many as 25,000 volunteers to staff approximately 5,000 polling places on Election Day. To accomplish this, we reserve over 90 training sites throughout Los Angeles County. At this time, we are looking to secure a training site in the Compton area for the convenience of the residents in and around your city who are serving on local precinct boards.

This letter is to request reservations and **waiver of fees** to use your city facilities as follows:

Location: Dollarhide Community Center
Banquet Room

Date: Sunday, February 19, 2017

Date: Sunday, March 5, 2017

Time: 9:00 a.m. to 7:00 p.m.

We have attached the City of Compton Facility Rental Request Application, and our Certificate of Self-Insurance for your records. If you have any questions regarding this matter please contact my staff: Kathy Ardon at (562) 462-3016 or Charles Darden at (562) 462-2619. Correspondence may be mailed to: *Registrar-Recorder/County Clerk Pollworker Training & Outreach Section, 12400 Imperial Highway, Room 7020B, Norwalk, CA 90650; or faxed to: (562) 651-1035.*

Sincerely,
DEAN C. LOGAN
Registrar-Recorder/County Clerk


Elizabeth Bejarano
Election Training Manager

3#



City of Compton Facility Rental Guidelines

City of Compton Facility Rental Permit Application

Notice To Applicant: Please type or print firmly using a ball point pen. Any person applying for the use of City property on behalf of any society, group or organization must present satisfactory credentials or proof of authorization and all applicable insurance to the Parks & Recreation Department representative in charge of permits prior to the filing of the application.

Name of Representative: Kathy Ardon Phone: 562-462-3016 Date: 11/16/16

Address: 12400 Imperial Highway City: Norwalk Zip: 90650

Name of Organization: Los Angeles County RRCC Alternative Representative: Charles Darden

Address: Same City: _____ Zip: _____

Note: No Alcoholic Beverages of Any Type Are Allowed At Any City Facility

Name of Facility: Dollarhide Community Center Time Requested: 9 AM TO 7PM Total Hours: 10

Dates Requested: 02/19/17 & 03/05/17 Day of Week: Sunday or continuous Dates: _____ to _____

Type Activity: Pollworker Training Estimated Attendance: About 100/150/class. 3 - 4 classes

Facility: ☐ Meeting Room ☐ Banquet Room ☐ Athletic Field ☐ Multi Field ☐ Picnic ☐ Gym

Equipment Needed: ☐ Tables ☐ Chairs ☐ Podium ☐ P/A System ☐ Easels

Note: Group is responsible for observing all facility Rules and Regulations and for maintaining an acceptable standard of behavior, failure to do so may result in partial/full loss of security deposit.

Signature of Person Requesting Reservation: Kathy Ardon Date: 11/16/16

For Office Use Only

Facility Fees: _____ Hours @ _____ Total Fees _____

Staff Fees: _____ Hours @ _____ Total Fees _____

Special Equipment Fees: _____ Total Fees: _____

Departmental Signature: _____ Date: _____ Approved: ☐ Yes ☐ No

Security Fees: _____ Hours @ _____ Total Fees _____

Departmental Signature: _____ Date: _____ Approved: ☐ Yes ☐ No

Cleaning Fees: _____ Hours @ _____ Total Fees _____

Departmental Signature: _____ Date: _____ Approved: ☐ Yes ☐ No

Director Signature: _____ Date: _____ Total Fees: _____



City of Compton Facility Rental Guidelines

Facility Permit / Facility Inspection Checklist

Permit Holder's Name: Kathy Ardon Facility: Dollarhide Community Center Banquet Room
Date: 02/19/17 & 03/05/16

Arrival Time: 9 AM Departure Time: 7 PM Equipment Used: Chairs & Tables

Complete a walk-through before and after the event with facility staff. In some instances, staff may instruct you to complete your own before & after walk-through and submit it for review. Indicate with a checkmark that you completed the required service or indicate that the area does not apply by marking "N/A" in each of the following areas:

	Before	After
➤ Garbage, debris, and recyclables are picked up from inside and outside the facility, sealed in plastic bags, and deposited in dumpsters, including cigarette butts.	☐	☐
➤ Furnishings are returned to their original location including chairs, tables, trash cans, etc.	☐	☐
➤ Tables and chairs are clean, undamaged, and properly stored.	☐	☐
➤ Kitchen countertops and sinks are wiped down and clean.	☐	☐
➤ Microwave/Refrigerator/Oven empty and cleaned of all food spills	☐	☐
➤ Decorations are removed (including tape used to secure them)	☐	☐
➤ Personal belongings are removed from the facility.	☐	☐
➤ Equipment shows no sign of damage, is in working order and properly stored	☐	☐
➤ Clean up spills and excess dirt on carpeting.	☐	☐

Comments regarding the condition of the facility or equipment before and/or after the rental: _____

After satisfactory inspection of the facility, the Security Deposit will be refunded within 10 business days. Damages to facility and/or equipment will be assessed based upon repair or replacement costs. If costs exceed Security Deposit an invoice will be submitted to collect remaining charges.

I have completed a walk through of the facility and performed the tasks stated above. Everything has been left in good order, as it was found, except as noted above. By our signatures below, we acknowledge the cleanliness and condition of the facility and equipment after the rental group activity.

Renter **Sign-In** Signature: _____ Time-In: _____
Renter **Sign-Out** Signature: _____ Time-Out: _____
Facility Staff Signature: _____ Date: _____



City of Compton Facility Rental Guidelines

Rental Application Conditions

Please initial each of the following items to acknowledge that you have read and agree with the information.

IA I understand that this document serves as a request for usage of City of Compton Facilities and in no way serves as an agreement for rental and/or usage. I understand that a Rental Agreement contract must be completed and confirmed by the Compton Parks & Recreation Department and all deposits must be paid in addition to the Rental Agreement contract for confirmation of a rental.

IA I understand that my requested rental start-time and end-time includes all set-ups and clean-up and will end no later than 12 AM. I understand that I will not have access to a facility before or after my requested and confirmed start-time and end-time. Failure to exit facility/parking lot at confirmed end time will result in additional fees being charged.

IA I understand that time and date changes will be accepted in writing subject to facility and City Staff availability. Additional rental time must be paid at the time of request.

IA I understand that I, the applicant, must be at least 21 years of age and be present throughout the entire rental period. The applicant must be in constant contact with the on-site facility supervisor.

IA I understand that only rooms specified in the rental agreement will be available for my use on the day of your event. Rooms not specified on the rental contract may be occupied by other groups during my event. Entrances and closets must be kept clear of debris.

IA I understand there will be NO SMOKING IN ANY CITY BUILDING OR WITHIN 25 FEET OF ANY BUILDING ENTRANCE.

IA I understand that some equipment, decorations, and supplies cannot be used i.e.; fog/smoke machine, helium filled balloons, staples, tacks, glue, or anything that would damage city property or that is disapproved of by Recreation Staff.

IA I understand that music will be monitored throughout the event and must be turned off by 10 pm.

IA I understand all rented facilities, bathrooms, hallways, common areas and parking lots must be cleaned and in the same condition as when you arrived per the Facility Cleaning Sheet.

IA I understand that the deposit is only refundable upon compliance of all terms of rental contract.

IA I understand that for my protection the City of Compton recommends renters obtain public liability insurance for their event. This insurance will protect me and my guests while using City property and is to indemnify against loss resulting from bodily injury and/or property damage. Any insurance broker or agency can help you obtain the proper coverage.

I, Kathy Ardon have read the above conditions for renting a City of Compton Facility. I agree to uphold these conditions and understand that failure to comply with any of these requirements may result in termination of the rental agreement, vacating the premises, forfeiture of deposits, and/or rental fees. In the case of damage or cleaning issues, additional charges may be assessed as well.

Applicant Signature Kathy Ardon Date: 11/16/16

3#



COUNTY OF LOS ANGELES CERTIFICATE OF SELF-INSURANCE COVERAGE

November 16, 2016

PRODUCER/INSURED

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
RISK MANAGEMENT BRANCH
3333 WILSHIRE BOULEVARD, SUITE 820
LOS ANGELES, CA 90010

This Certificate is provided for informational purposes only, and does not affect, or expand any of the County's obligations pursuant to the Agreement. This Certificate also confirms that the County is not an insurance company, and that no insurance obligation or relationship exists, or will be established in any manner whatsoever between the County and any individual, contractor, vendor, and public or private entity/organization.

ENTITIES AFFORDING COVERAGE

COMPANY LETTER A

COUNTY OF LOS ANGELES

 PARTICIPATION
100%
COVERAGES

This Certificate of County Self-funding of Insurance Obligation (Certificate) is the County of Los Angeles' (County) authorized statement that it has elected to self-fund its financial obligations. This self-funding of liability is in lieu of commercial insurance coverage, and applies only to the extent permitted by State Law.

The County is permitted to self-fund its liabilities arising from acts or omissions of the County; its appointed and elected officers, employees, and volunteers (except for actual fraud, corruption, or malice), by virtue of California Government Code Sections 989-991.2, County Code Chapter 5.32 and Articles 1 and 2 of the County Charter. The liabilities that the County self-funds include general, automobile, property, and workers' compensation.

CO LTR		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
A	☒	GENERAL LIABILITY	Self-Insured	7/1/2016	6/30/2017	GENERAL AGGREGATE	\$Not applicable
	☒	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP/AGG	\$2,000,000
	☐	CLAIMS MADE				PERSONAL & ADV INJURY	\$2,000,000
	☒	OCCURRENCE				CONTRACTUAL LIABILITY	\$2,000,000
A	☐	AUTOMOBILE LIABILITY	Self-Insured	7/1/2016	6/30/2017	COMBINED SINGLE LIMIT	\$Not applicable
	☒	ANY AUTO				BODILY INJURY (PER PERSON)	\$1,000,000
	☒	ALL OWNED AUTOS				BODILY INJURY (PER ACCIDENT)	\$1,000,000
	☒	SCHEDULED AUTOS				PROPERTY DAMAGE	\$1,000,000
A	☒	HIRED AUTOS	Self-Insured	7/1/2016	6/30/2017		
	☒	NON-OWNED AUTOS					
	☐	GARAGE LIABILITY					
	☐						
A	☒	PROPERTY LIABILITY	Self-Insured	7/1/2016	6/30/2017	AGGREGATE	\$Not applicable
						EACH OCCURRENCE	\$2,000,000
A	☒	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	Self-Insured	7/1/2016	6/30/2017	STATUTORY LIMITS	
						EACH ACCIDENT	\$ As required by California Law
						DISEASE - POLICY LIMIT	\$ As required by California Law
						DISEASE - EACH EMPLOYEE	\$ As required by California Law

DESCRIPTION OF OPERATIONS/LOCATIONS: County of Los Angeles – Department of Registrar-Recorder/County Clerk

FACILITY USE AGREEMENT: 2016 Election Operation Center.

ADDITIONAL INSURANCE: The County will consider the County Office of Education as an additional covered party under the self-funding with respect to the liability arising from the acts or omissions of County employees.

CERTIFICATE HOLDER:

City of Compton
Dollarhide Community Center
301 North Tamarind Avenue
Compton, CA 90220

CANCELLATION: SHOULD THE COUNTY ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, CERTIFICATE HOLDERS WILL BE NOTIFIED ON THE RISK MANAGEMENT WEBSITE.

By:

STEVEN T. ROBLES, COUNTY RISK MANAGER

3#

December 6, 2016

TO: MAYOR AND COUNCIL MEMBERS

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

**SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF COMPTON AMENDING SECTION VI OF
THE COMPTON MUNICIPAL CODE ADDING
SECTION 6-22 AUTHORIZING THE CITY TO
CONDUCT ALL-MAIL BALLOT ELECTIONS**

SUMMARY

This ordinance authorizes the City of Compton to conduct City Elections by all mail ballots on any established election date, whether under the California Elections Code or the City Charter, by resolution of the City Council, for any purpose, including but not limited to the election of municipal officials or officers, or for any other measure to be submitted before the voters.

BACKGROUND

At the interest of the City Council during the regular city council meeting on November 15, 2016 the request to conduct a workshop on the process of an all mail election was agreed upon. The workshop was held during the council meeting on December 6, 2016.

STATEMENT OF THE ISSUE

Pursuant to the provisions of the City Charter, the City of Compton will hold a Primary Nominating and General Municipal Election on Tuesday April 18, 2017 and June 6, 2017 for the election of a Mayor for a full term of four (4) years, two (2) Members of the City Council for a full term of four (4) years, a City Attorney for a full term of four (4) years, a City Clerk for a full term of four (4) years and a City Treasurer for a full term of four (4) years. In order to commence the election process, the California Elections Code requires that City Council adopt certain resolutions.

The City's Charter and Municipal Code are currently silent on the issue of all mail ballot elections. Section 1304 of the Charter provides that "Unless otherwise provided by ordinance, all elections shall be held in accordance with the provisions of the Elections Code of the State of California insofar as the same are not in conflict with this Charter." However, The California Elections Code Section 4000, governing mailed ballot elections, only authorizes mailed ballot elections for a limited scope of issues, which does not include general elections for municipal officials and officers. Therefore, without an amendment to the Municipal Code, the City would not be legally authorized to conduct a General and Primary election by all mail ballot.

The attached Ordinance for City Council consideration establishes that the City may, by resolution of the City Council, conduct all mail ballot elections for any City elections including, without limitations, general and primary municipal elections for the purpose of electing municipal officials or officers or for any measure to be submitted to the voters.

ALTERNATIVE

Not adopt the attached ordinance and all mail ballots elections would not be allowed.

FISCAL IMPACT

Upon approval of the all mail ballot elections, the cost savings would be approximately \$100,000.00.

RECOMMENDATIONS

Staff recommends that the City Council adopt the attached Ordinance.

ALITA GODWIN, CMC
CITY CLERK

APPROVED FOR FORWARDING:

JEROME G. GROOMES
INTERIM CITY MANAGER

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTION VI OF THE COMPTON MUNICIPAL CODE ADDING SECTION 6-22 AUTHORIZING THE CITY TO CONDUCT ALL-MAIL BALLOT ELECTIONS

WHEREAS, the City Council of the City of Compton allows municipal elections in the City of Compton to be held in accordance with the City Charter, Compton Municipal Code and the Elections Code of the State of California; and

WHEREAS, the California Elections Code allows certain local elections to be conducted only by mail, provided that the City has adopted an ordinance authorizing all mail ballot elections; and

WHEREAS, the City Council of the City of Compton desires to adopt such an ordinance, so that all-mail ballot elections may be conducted in the City.

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

SECTION 1. Chapter VI (Election Procedure) of the Compton Municipal Code is hereby amended to read as follows:

Section 6-22 All-Mail Ballot Elections.

Pursuant to Section 1304 of the Charter of the City of Compton, the City Council may, by resolution, authorize municipal elections to be conducted wholly by mail ballots in addition to the Calling Elections; Establishing Election Precincts Ordinance set forth in section 6-2 of this Chapter. Such elections shall be conducted in accordance with the provisions of this Chapter, the Charter of the City and the Election Code of the State of California, as now exists or may hereafter be amended.

Section 6-23 and 6-24 Reserved

SECTION 2. Effective Date. Pursuant to Government Code Section 36937(a), the City Council finds that this Ordinance relates to an election and, therefore, becomes effective immediately upon adoption by a majority vote of the City Council.

SECTION 3. That a certified copy of this Ordinance and a certified copy of Compton Municipal Code Section 6-1 shall be filed in the offices of the City Clerk and City Attorney

SECTION 4. That the Mayor shall sign and City Clerk attests 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)

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 this _____ day of _____ 2016.

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

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

CITY CLERK OF THE CITY OF COMPTON

December 6, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON CALLING FOR THE HOLDING OF AN ALL-MAIL BALLOT FOR THE PRIMARY NOMINATING ELECTION AND THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 18, 2017 AND TUESDAY, JUNE 6, 2017, RESPECTIVELY, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY CHARTER

SUMMARY

The City Council will consider adopting a resolution calling for the holding of an all-mail ballot for the Primary Nominating Election and the General Municipal Election to be held on Tuesday, April 18, 2017, and Tuesday, June 6, 2017, respectively, for certain officers.

BACKGROUND

Article XIII of the Compton City Charter provides that Primary Nominating Elections shall be held on the third Tuesday in April in each odd-numbered year and that General Municipal Elections shall be held on the first Tuesday in June in each odd-numbered year for the purpose of nominating and/or electing officers of the City to fill vacancies and expiring terms in the elective offices.

STATEMENT OF ISSUE

The current terms of the elective offices of Mayor, Council District 2, Council District 3, City Attorney, City Clerk and City Treasurer will expire June 30 2017 and the City will hold its 2017 Primary Nominating Election on April 18, 2017 and the General Municipal Election on June 6, 2017. Section 4108 of the California Elections Code permits the City, by resolution of its governing board (i.e. City Council), to conduct any election by all-mailed ballots pursuant to Division 4 (commencing with Section 4000).

ALTERNATIVE

The adoption of the attached is required in order for the all-mail ballot elections to take place.

#12.

Staff Report – Calling for the Holding of an All-Mail Election

December 6, 2016

Page 2

FISCAL IMPACT

It is anticipated that the costs of conducting these elections will not exceed \$100,000.00. Funds are available in Account No. 1001-480-000-4262.

RECOMMENDATION

It is recommended that this Resolution be adopted.

ALITA L. GODWIN, CMC
CITY CLERK

APPROVED FOR FORWARDING:

JEROME G. GROOMES
INTERIM CITY MANAGER

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON CALLING FOR THE HOLDING OF AN ALL-MAIL BALLOT FOR THE PRIMARY NOMINATING ELECTION AND THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 18, 2017 AND TUESDAY, JUNE 6, 2017, RESPECTIVELY, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY CHARTER**

WHEREAS, under the provisions of the City Charter and Ordinance No. _____, a Primary Nominating Election and a General Municipal Election shall be held on Tuesday, April 18, 2017 and Tuesday, June 6, 2017, for the election of Municipal Officers; and

WHEREAS, the current terms of the elective officers of Mayor, Council District 2, Council District 3, City Attorney, City Clerk and City Treasurer will expire on June 30, 2017; and

WHEREAS, Section 4108 of the California Elections Code provides that a district may, by resolution of its governing board, conduct any election by all-mailed ballots pursuant to Division 4 (commencing with Section 4000).

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

SECTION 1. That pursuant to the requirements of the City Charter and Ordinance No. _____, there is called and ordered to be held in the City of Compton, California, on Tuesday, April 18, 2017 and Tuesday, June 6, 2017, respectively a Primary Nominating Election and General Municipal Election conducted by all mail ballot for the purpose of electing a Mayor for the full term of four (4) years; Member of the City Council District 2 for the full term of four (4) years; Member of the City Council District 3 for the full term of four (4) years; a City Attorney for the full term of four (4) years; a City Clerk for the full term of four (4) years; a City Treasurer for the full term of four (4) years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election by all mail ballot.

SECTION 4. That pursuant to the City of Compton Municipal Code, and other applicable provisions of the City Charter and Ordinances of the City of Compton, said Election shall be conducted by all mail ballot, and shall be conducted pursuant to Chapter 2 of Division 4 (Commencing with Section 4100 of the California Elections Code only insofar as required by law, and only where not inconsistent with the Charter and Ordinance of the City of Compton. Notwithstanding Elections code Section 4103, ballots cast in this Election shall be returned to the office of the City Clerk or designated drop off locations no later than 8:00 p.m. on Election Day in order to be counted. Ballots that are postmarked on Election Day and received no later than three (3) days following the day of elections will also be counted.

SECTION 5. That for the purpose of said election, above described, one (1) centralized precinct shall be established at the Dollarhide Community Center.

SECTION 6. That designated ballot drop off locations be established in each district.

SECTION 7. That in all other particulars not recited in this Resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 8. That notice of the time and place of holding the election is given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 9. That the City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

SECTION 10. 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 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: City Clerk

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON CALLING FOR THE HOLDING OF AN ALL-MAIL BALLOT FOR THE PRIMARY NOMINATING ELECTION AND THE GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 18, 2017 AND TUESDAY, JUNE 6, 2017, RESPECTIVELY, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY CHARTER

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
DATE

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

December 6, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CALLING FOR THE HOLDING OF A PRIMARY NOMINATING ELECTION AND A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 18, 2017 AND TUESDAY, JUNE 6, 2017, RESPECTIVELY, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY CHARTER

SUMMARY

The City Council will consider adopting an ordinance calling for the holding of a Primary Nominating Election and a General Municipal Election to be held on Tuesday, April 18, 2017, and Tuesday, June 6, 2017, respectively, for certain officers.

BACKGROUND

Article XIII of the Compton City Charter provides that Primary Nominating Elections shall be held on the third Tuesday in April in each odd-numbered year and that General Municipal Elections shall be held on the first Tuesday in June in each odd-numbered year for the purpose of nominating and/or electing officers of the City to fill vacancies and expiring terms in the elective offices.

STATEMENT OF ISSUE

The current terms of the elective offices of Mayor, Council District 2, Council District 3, City Attorney, City Clerk and City Treasurer will expire June 30 2017; thus, the City will hold its 2017 Primary Nominating Election on April 18, 2017 and the General Municipal Election on June 6, 2017.

ALTERNATIVE

The adoption of the attached is required in order for the aforementioned elections to take place.

FISCAL IMPACT

It is anticipated that the costs of conducting these elections will not exceed \$200,000.00. Funds are available in Account No. 1001-480-000-4262.

#13.

Staff Report – Calling for Election

December 6, 2016

Page 2

RECOMMENDATION

It is recommended that this Ordinance be adopted. As an ordinance calling for an election, it shall take effect immediately upon adoption.

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

APPROVED FOR FORWARDING:

**JEROME G. GROOMES
INTERIM CITY MANAGER**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CALLING FOR THE HOLDING OF A PRIMARY NOMINATING ELECTION AND A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 18, 2017 AND TUESDAY, JUNE 6, 2017, RESPECTIVELY, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY CHARTER

WHEREAS, under the provisions of the Compton City Charter, a Primary Nominating Election shall be held on Tuesday, April 18, 2017, and a General Municipal Election shall be held on Tuesday, June 6, 2017, for the election of Municipal Officers; and

WHEREAS, the current terms of the elective offices of Mayor, Council District 2, Council District 3, City Attorney, City Clerk and City Treasurer will expire on June 30, 2017; and

WHEREAS, Section 611 of the Compton City Charter provides that an ordinance calling or otherwise relating to an election shall take effect upon adoption.

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

SECTION 1. That the City Council of the City of Compton does hereby find, determine and declare as follows:

- (a) That pursuant to the provisions of the Compton City Charter, a Primary Nominating Municipal Election and a General Municipal Election will be held in this City on Tuesday, the 18th day of April, 2017, and Tuesday, the 6th day of June, 2017, respectively, for the purpose of nominating and/or electing certain Municipal officers; and
- (b) That the officers to be nominated and/or elected at said election are as follows:

Mayor for the full term of four (4) years;

Member of the City Council for District Number 2 of said City, for a full term of four (4) years;

Member of the City Council for District Number 3 of said City, for a full term of four (4) years;

City Attorney for a full term of four (4) years.

City Clerk for a full term of four (4) years;

City Treasurer for a full term of four (4) years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That pursuant to Elections Code 12310, a stipend for services for the persons named as precinct board members is fixed at the sum of \$150.00 for each Inspector and \$100.00 for each Clerk for the election. In addition,

the sum of \$25.00 will be given to each precinct board member to attend a training class and the sum of \$50.00 to be given to each inspector to pick up and return the precinct supplies. The rental for each polling place, where a charge is made, shall be the sum of \$25.00 for the election. When required, the compensation of the Custodian of a building shall be \$25.00 for the election.

SECTION 5. That in all particulars not recited in this ordinance, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is given and the City Clerk is authorized to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. That in the event of a tie vote as certified by the Election Official, the City Council, shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

SECTION 8. That for the purpose of said election, above described, twenty-eight (28) precincts shall be established (See attachment Exhibit A of proposed precinct locations, which are subject to change)

SECTION 9. That the polls for the election shall be open at 7:00 a.m. of the day of the election and shall remain open continuously from the time until 8:00 p.m. of the same day when the polls shall be closed, pursuant to Election Code 10242, except as provided in 14401 of the Election Code of the State of California.

SECTION 10. That this Ordinance shall take effect immediately upon adoption.

SECTION 11. That the Mayor shall sign and the City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published according to 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

ORDINANCE NO. _____
Page 3

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

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

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

CITY CLERK OF THE CITY OF COMPTON

PROPOSED
EXHIBIT “A”
TOTAL NUMBER OF PRECINCTS: 28

Voting Precinct 1, comprising regular election precinct Number 1. The polling place is the **Compton Neighborhood Center 600 N. Alameda**. The election officers are:

Inspector:
Clerks:

Voting Precinct 3, comprising regular election precinct Number 3, 34 and 118. The polling place is **Tibby Elementary School** located at **1400 W. Poplar**. The election officers are:

Inspector:
Clerks:

Voting Precinct 4, comprising regular election precinct Number 4, 22 and 144. The polling place is **Emerson Elementary School** located at **1011 E. Caldwell**. The election officers are:

Inspector:
Clerks:

Voting Precinct 5, comprising regular election precinct Number 5, 140, and 141. The polling place is **Kelly Park** located at **2317 E. Caldwell**. The election officers are:

Inspector:
Clerks:

Voting Precinct 6, comprising regular election precinct Numbers 6 and 7. The polling place is **Christ First Missionary Baptist Church** located at **701 N. Long Beach Blvd**. The election officers are:

Inspector:
Clerks:

Voting Precinct 8, comprising regular election precinct Numbers 8 and 305. The polling place is **First Charity Missionary Baptist Church** located at **925 E. Rosecrans Avenue**. The election officers are:

Inspector:
Clerks:

Voting Precinct 9, comprising regular election precinct Number 9, 18, and 142. The polling place is **First United Methodist Church** located at **1025 S. Long Beach Blvd**. The election officers are:

Inspector:
Clerks:

Voting Precinct 10, comprising regular election precinct Numbers 10 and 45. The polling place is **Enterprise Jr. High School, 2600 W. Compton Blvd**. The election officers are:

Inspector:
Clerks:

ORDINANCE NO. _____

Page 5

Voting Precinct 20, comprising regular election precinct Numbers 20 and 43. The polling place is **The Salvation Army located at 736 E. Compton Blvd.** The election officers are:

Inspector:

Clerks:

Voting Precinct 24, comprising regular election precinct Numbers 24, 147 and 148. The polling place is **Centennial High School, 2606 N. Central Avenue.** The election officers are:

Inspector:

Clerks:

Voting Precinct 27, comprising regular election precinct Number 27. The polling place is **McNair Elementary, 1450 W. El Segundo.** The election officers are:

Inspector:

Clerks:

Voting Precinct 28, comprising regular election precinct Number 28. The polling place is **Willowbrook Jr. High School, 2601 N. Wilmington Avenue.** The election officers are:

Inspector:

Clerks:

Voting Precinct 30, comprising regular election precinct Number 30. The polling place is **Washington Elementary School, 1421 N. Wilmington Avenue.** The election officers are:

Inspector:

Clerks:

Voting Precinct 33, comprising regular election precinct Number 33. The polling place is **Dollarhide Center, 1108 N. Oleander.** The election officers are:

Inspector:

Clerks:

Voting Precinct 36, comprising regular election precinct Numbers 36 and 40. The polling place is **Davis Jr. High School, 621 W. Poplar.** The election officers are:

Inspector:

Clerks:

Voting Precinct 42, comprising regular election precinct Number 42. The polling place is **Jericho Baptist Church, 205 N. Culver.** The election officers are:

Inspector:

Clerks:

Voting Precinct 52, comprising regular election precinct Numbers 52, 53 and 154. The polling place is **Compton Airport, 901 W. Alondra Blvd.** The election officers are:

Inspector:
Clerks:

Voting Precinct 62, comprising regular election precinct Number 62. The polling place is **Compton High School, 601 S. Acacia.** The election officers are:

Inspector:
Clerks:

Voting Precinct 91, comprising regular election precinct Number 91. The polling place is **Bursch Elementary School, 2505 W. 156th Street.** The election officers are:

Inspector:
Clerks:

Voting Precinct 113, comprising regular election precinct Numbers 113 and 167. The polling place is **Tucker Park, 650 W. Laurel St.** The election officers are:

Inspector:
Clerks:

Voting Precinct 132, comprising regular election precinct Numbers 132 and 133. The polling place is a **residence** located at **225 E. Bennett Street.** The election officers are:

Inspector:
Clerks:

Voting Precinct 136, comprising regular election precinct Numbers 136 and 164. The polling place is **Heavenly Rest Baptist Church** located at **1715 N. Bullis Road.** The election officers are:

Inspector:
Clerks:

Voting Precinct 137, comprising regular election precinct Numbers 137, 138 and 149. The polling place is **Roosevelt Elementary School, 700 N. Bradfield.** The election officers are:

Inspector:
Clerks:

Voting Precinct 152, comprising regular election precinct Numbers 152 and 160. The polling place is **Caldwell Elementary School, 2300 W. Caldwell.** The election officers are:

Inspector:
Clerks:

ORDINANCE NO. _____

Page 7

Voting Precinct 153, comprising regular election precinct Numbers 153 and 163. The polling place is **Kennedy Elementary School, 1305 S. Oleander**. The election officers are:

Inspector:

Clerks:

Voting Precinct 155, comprising regular election precinct Numbers 155. The polling place is **Walton Jr. High School, 800 W. Greenleaf**. The election officers are:

Inspector:

Clerks:

Voting Precinct 157, comprising regular election precinct Number 157. The polling place is **Longfellow Elementary School, 1101 S. Dwight**. The election officers are:

Inspector:

Clerks:

Voting Precinct 300, comprising regular election precinct Number 300. The polling place is the **Willard Elementary School, 310 E. El Segundo Blvd**. The election officers are:

Inspector:

Clerks:

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Clerk

RESOLUTION TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON CALLING FOR THE HOLDING OF A PRIMARY NOMINATING ELECTION AND A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 18, 2017 AND TUESDAY, JUNE 6, 2017, RESPECTIVELY, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE CITY CHARTER

Alita Godwin
DEPARTMENT MANAGER’S SIGNATURE

11/28/2016 9:27:43 PM
DATE

REVIEW / APPROVAL

Merle Greene
CITY ATTORNEY

12/1/2016 5:20:04 PM
DATE

Brandon Mims
CITY CONTROLLER

12/1/2016 5:16:07 PM
DATE

Cliff Graves
CITY MANAGER

11/30/2016 9:43:23 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.

December 6, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MARTIN AND CHAPMAN COMPANY TO RENDER SPECIFIED SERVICES AND SUPPLIES FOR THE 2017 PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTIONS TO BE HELD ON APRIL 18, 2017 AND JUNE 6, 2017, RESPECTIVELY (\$150,000.00)

SUMMARY

The City Council will consider adopting a resolution that will authorize the Interim City Manager to enter into a short-term (i.e. December 6, 2016 through June 30, 2017) contract with Martin and Chapman Company to furnish elections materials and supplies and provide election services for the City's 2017 Primary Nominating and General Municipal Elections.

BACKGROUND

Article XIII of the Compton City Charter provides that Primary Nominating Elections shall be held on the third Tuesday in April in each odd-numbered year and that General Municipal Elections shall be held on the first Tuesday in June in each odd-numbered year for the purpose of electing officers of the City to fill vacancies and expiring terms in the elective offices.

The current terms of the elective offices of Mayor, Council Districts 2 and 3, City Attorney, City Clerk and City Treasurer will expire June 30, 2017; thus, the City will hold its 2017 Primary Nominating Election on April 18, 2017 and the General Municipal Election on June 6, 2017.

STATEMENT OF ISSUE

The City Clerk's Office is minimally staffed; thus, there is a need to contract with an experienced, knowledgeable and professional election supplier to provide election materials, supplies and services to assure that the elections are conducted in accordance with local, state and federal laws. Martin and Chapman Company is the only election supply on the west coast.

#14.

Staff Report – Resolution Authorizing Contract with
Martin & Chapman Company for 2017 Elections
Materials, Supplies and Services
December 6, 2016, page 2

FISCAL IMPACT

It is anticipated that the costs of these services will not exceed \$150,000.00. Funds are available in the 2016-2017 Fiscal Year budget in Account No. 1001-480-000-4262.

RECOMMENDATION

Staff recommends that the Council adopt the attached Resolution.

ALITA L. GODWIN, CMC
CITY CLERK

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 AN AGREEMENT WITH MARTIN AND CHAPMAN AND COMPANY TO RENDER SPECIFIED SERVICES AND SUPPLIES FOR THE 2017 PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTIONS TO BE HELD ON APRIL 18, 2017 AND JUNE 6, 2017, RESPECTIVELY (\$150,000)

WHEREAS, the 2017 Primary Nominating and General Municipal Election is to be held in the City of Compton, California, on April 18, 2017 and June 6, 2017, respectively; and

WHEREAS, the City Clerk's Office is minimally staffed; thus, there is a need to contract for the short-term assistance of an experienced, knowledgeable and professional firm to provide election materials, supplies and services to assure that the elections are conducted in accordance with local, state and federal laws; and

WHEREAS, Martin & Chapman Co. is a leader in the election industry, providing election supplies, services and consultation to over 400 cities, counties, organizations and associations in the states of California and Nevada and is the sole source provider for these services on the West Coast.

WHEREAS, it is anticipated that the costs of these services will not exceed \$150,000.00; and

WHEREAS, funds are available for this expenditure 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 enter into an agreement with Martin and Chapman Company to provide election materials, supplies and services to the City Clerk's Office for the 2017 Primary Nominating and General Municipal Elections, scheduled to be held on April 18, 2017 and June 6, 2017, respectively.

SECTION 2. That the term of the agreement shall be effective from December 6, 2016 and continue through June 30, 2017 or completion of the 2017 election process, whichever occurs first.

SECTION 3. That a purchase order is authorized to be issued in an amount of \$150,000.00.

SECTION 4. That the funds are available in the City Clerk's Fiscal Year 2016-2017 budget in Account No. 1001-480-000-4262.

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

ADOPTED this ____ day of _____, 2016.

MAYOR OF THE CITY OF COMPTON

Resolution No. _____
Page 2

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita L. Godwin, City Clerk of the City of Compton hereby certify that the foregoing Resolution was adopted by the City Council of said City, 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
MARTIN AND CHAPMAN COMPANY**

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 **MARTIN AND CHAPMAN COMPANY**, (hereinafter referred to as "**CONSULTANT**") located at 1951 Wright Circle, Anaheim, California 92806.

RECITALS:

WHEREAS, the City shall be conducting its 2017 Primary Nominating and General Municipal Elections on April 18, 2017 and June 6, 2017, respectively; and

WHEREAS, the City has determined that there is a need to employ the services of a qualified and experienced consulting firm to provide election services and supplies; and

WHEREAS, by Resolution No. _____, adopted on the _____ day of _____, 2016, the City Council gave approval to award a contract to the Consultant (Martin and Chapman Company) to provided the services required; and

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

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

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

AGREEMENT:

1. Services to be rendered by Consultant. It is the mutual understanding of the parties that the Consultant shall perform and provide the following services in connection with the City's Primary Nominating election to be held on April 18, 2017 and the General Municipal election to be held on June 6, 2017:

- Provide calendar of events setting out dates and requirement of the California Elections Code
- Be available via email, telephone or in person to the Clerk and/or her designee, prior to, during and a reasonable period of time after the elections to work in conjunction with the Clerk and/or her designee on any election tasks or problems
- Furnish working forms, outlines, check lists and schedules as identified in Consultant's "Election Handbook", "Order Form for Cities Conducting Own

Election”, and “City Information Fact Sheet Regarding Your Upcoming Election”, to aid the Clerk in keeping track of procedural details of the elections

- Prepare and print ballot cards and prepare and mail Sample Voter Information Pamphlets to all eligible voters in the City no later than 21 days prior to the election(s)
- Secure the services of qualified foreign language translators for the proper preparation of precinct supplies for all voting precincts in languages required by the City in compliance with the federal Voting Rights Act and state election laws
- Provide such other special and unique services as necessary for successful conduct of the elections
- To be present at the designated site on the date of the elections and tabulate the votes case pursuant to the election

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, Consultant agrees to perform all the said work and to the extent not furnished by the City, 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.

Scott Martin, President of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. Term of Contract. The term of this Agreement shall extend from December 6, 2016 through June 30, 2017 or completion of the 2017 election process, whichever occurs first, unless this Agreement is terminated as provided herein.

Professional Services Agreement – Martin & Chapman
2017 Primary Nominating & General Municipal Elections
Resolution No. _____

Consultant acknowledges the importance to City of compliance with the election 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 the services will be based on a time and material basis, which shall include, but not be limited to compensation based on the number of candidate statements submitted for the sample ballot pamphlet, the number of registered voters, foreign language translations services, amount of supplies, mailings, deliveries, etc. It is understood and agreed between the parties that the maximum compensation payable for the services to be provided by the Consultant during the term of this Agreement shall be limited to a not-to-exceed amount of **One Hundred Fifty Thousand Dollars (\$150,000.00)**.

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

Additional Expenses. In the event additional services, either requested by the City Clerk, or recommended by the Consultant, are required for the proper conduct of the 2017 elections, the additional services and fee(s) therefore shall approved in writing in advance 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 **City Clerk** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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. Consultant agrees that all of its customized reports, recommendations, plans, copyrightable materials and other Work Product created or assembled by it in the course of performing the services ("Work Product") hereunder are works for hire for the benefit of the City and as such is the sole property of the City. To the extent that such

materials and Work Product do not constitute work for hire, in consideration of the payments and other covenants of the City, as set forth or called for herein, Consultant hereby sells, transfers, conveys and assigns any and all of its rights therein to the City. In the event this Agreement is terminated, all Work Product produced by 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.

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Resolution No. _____

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 agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of the City. 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 designated 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 caused by 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.

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. Consultant shall be responsible for providing any advance notification to the City which would otherwise not be provided by the policies insurance carrier(s). ***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 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 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-indicated insured's except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

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

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

11.3 **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, Consultant will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as **"additional insured's"** with respect to liability arising out of the activities of the Consultant. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's***

execution of this Agreement, Consultant 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. Time of Essence. Time is of the essence in the performance of this Agreement.

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

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

Either Party, upon tendering four (4) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the Work Product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date; however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

18. 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.

19. 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.

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

21. Testimony. 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.

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2017 Primary Nominating & General Municipal Elections
Resolution No. _____

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

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

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

25. Amendments. This Agreement may be modified or amended only by 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.

26. 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.

27. 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.

28. 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:

Martin and Chapman Company
1951 Wright Circle
Anaheim, California 92806
Attn: Scott Martin, President
(714) 939-9866
(714) 939-9870 – fax.

#14.

Professional Services Agreement – Martin & Chapman
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Resolution No. _____

To City:

City of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Clerk
(310) 605-5530
(310) 639-4685 – fax.

With copy to:

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

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

29. Miscellaneous. No provision of this Agreement shall 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.

**MARTIN AND CHAPMAN COMPANY
CONSULTANT**

Dated: _____

By _____
Scott Martin, President

**CITY OF COMPTON
Recommended for Approval:**

Dated: _____

By _____
Alita Godwin, City Clerk

Approved By:

Dated: _____

By _____
Jerome G. Grooms, Interim City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

DRAFT

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Clerk

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MARTIN AND CHAPMAN COMPANY TO RENDER SPECIFIED SERVICES AND SUPPLIES FOR THE 2017 PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTIONS TO BE HELD ON APRIL 18, 2017 AND JUNE 6, 2017, RESPECTIVELY (\$150,000)

Alita Godwin
DEPARTMENT MANAGER’S SIGNATURE

11/28/2016 9:27:35 PM
DATE

REVIEW / APPROVAL

Craig Cornwell
CITY ATTORNEY

12/3/2016 1:53:14 PM
DATE

Brandon Mims
CITY CONTROLLER

12/3/2016 1:31:12 PM
DATE

Jerry Groomes
CITY MANAGER

12/3/2016 1:15:37 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.

December 6, 2016

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 18, 2017 AND JUNE 6, 2017, RESPECTIVELY

SUMMARY

The City Council will consider adopting a resolution that will request that the Los Angeles County Board of Supervisors render services to the City in the conducting of the nominating and general municipal elections to be held Tuesday, April 18, 2017 and June 6, 2017.

BACKGROUND

Article XIII of the Compton City Charter provides that Primary Nominating Elections shall be held on the third Tuesday in April in each odd-numbered year and that General Municipal Elections shall be held on the first Tuesday in June in each odd-numbered year for the purpose of electing officers of the City to fill vacancies and expiring terms in the elective offices.

The current terms of the elective offices of Mayor, Council District 2 and Council District 3, City Attorney, City Clerk and City Treasurer will expire June 30, 2017.

STATEMENT OF ISSUE

Section 10002 of the *California Elections Code* authorizes the governing body, by resolution, of any city to request the Board of Supervisors of the county to permit the county elections official to render specified services to the city.

The City needs the assistance of the County of Los Angeles in the conducting of the Primary and General elections to prepare and furnish the following:

1. A listing of county precincts with the number of registered voters in each, so city may consolidate election precincts into city voting precincts, and maps of the voting precincts;
2. A list of polling places and poll workers the county uses for their election;

#15.

3. The computer record of the names and address of all eligible registered voters in the City in order that the City's consultant may:
 - a. Produce labels for vote-by-mail voters;
 - b. Produce labels for sample ballot pamphlets;
 - c. Print Rosters of Voters and Street Indexes;
4. Voter signature verification services as needed;
5. Make available to the City election equipment and assistance as needed according to State law.

FISCAL IMPACT

Exact amount unknown. The City shall reimburse the County for services performed when completed and presentation of approved invoice.

RECOMMENDATION

It is recommended that the attached Resolution be adopted.

ALITA L. GODWIN, CMC
CITY CLERK

APPROVED FOR FORWARDING:

JEROME G. GROOMES
INTERIM CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 18, 2017 AND JUNE 6, 2017, RESPECTIVELY

WHEREAS, a Primary Nominating and General Municipal Election is to be held in the City of Compton, California, on April 18, 2017 and June 6, 2017; and

WHEREAS, in the course of conduct of the election it is necessary for the City to request services of the County; and

WHEREAS, all necessary expenses in performing these services shall be paid by the City of Compton.

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

SECTION 1. That pursuant to the provisions of 10002 of the Elections Code of the State of California, this City Council requests the Board of Supervisors of the County to permit the County Election Department to prepare and furnish the following for use in conducting the election:

(a) A listing of county precincts with number of registered voters in each, so city may consolidate election precincts into city voting precincts, and maps of the voting precincts;

(b) A list of polling places and poll workers the county uses for their election;

(c) The computer record of the names and address of all eligible registered voters in the City in order that the City's consultant may:

1. Produce labels for vote-by-mail voters;
2. Produce labels for sample ballot pamphlets;
3. Print Rosters of Voters and Street Indexes;

(d) Voter signature verification services as needed;

(e) Make available to the City election equipment and assistance as needed according to state law.

SECTION 2. That the City shall reimburse the County for services performed when the work is completed and upon presentation to the City of a properly approved bill.

SECTION 3. That the City Clerk is directed to forward without delay to the Board of Supervisors and to the County Election Department, each a certified copy of this Resolution.

SECTION 4. That the funds are available in Account No. 1001-480-000-4262.

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

ADOPTED this _____ day of _____, 2016.

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. _____
Page 2

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Clerk

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 18, 2017 AND JUNE 6, 2017, RESPECTIVELY

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
DATE

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

December 6, 2016

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

**FROM: VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO
ENTER INTO A TWELVE (12) MONTH LEASE AGREEMENT
WITH SYLVIA NUNN ANGELS FOR CITY-OWNED PROPERTY
LOCATED AT 200 NORTH LONG BEACH BOULEVARD**

SUMMARY

City Council will consider a request by Sylvia Nunn Angels to enter into a twelve (12) month lease (i.e. November 1, 2016 through October 31, 2017) of City-owned property located at 200 North Long Beach Boulevard, Compton (the "Property" or "Site").

SNA requests to lease the entire subject property – an approximate 1,767 square feet of indoor space – for a period of twelve months at the reduced rental rate of One Dollar (\$1.00) for the term of the lease agreement, in addition to the City providing utilities.

BACKGROUND

The City of Compton owns certain real property located at 200 North Long Beach Boulevard.

Historical Background of Organization

Since 2012, SNA has been utilizing a grassroots approach towards changing the social environment for youth living in Compton and all surrounding areas. SNA provides support to vulnerable families through multiple programs offered by dedicated community partners, community members, volunteer staff, and established network of professional around LA County.

SNA functions as a non-profit organization providing youth the opportunity to develop their life skills, establish positive relationships within their community, and helps them become self-confident, self-disciplined, and more hard-working. They contribute to leadership development, improved communication skills, organization skills, and time management. Key services include parental support, teen and adult counseling, gang prevention/interventions, food programs, housing support referral, and volunteer opportunities.

Staff Report – Resolution Authorizing Lease
200 N. Long Beach Blvd. – SYLVIA Nunn Angels
December 6, 2016, page 2

City of Compton Leasing Policy

Pursuant to guidance of the City Council, in November 2012, the City Manager implemented a City-wide leasing policy which mandates that City-owned facilities and/or property *shall not* be leased without first obtaining proper authorization from the City Council (i.e. an adopted resolution) and execution of a written lease agreement [City of Compton Standard Operating Manual, Policy 4.17(A)]. In addition to other matters, the Policy specifies that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for indoor floor space in a City-owned facility shall be **at least One Dollar (\$1.00) per square foot**.

In addition to this required minimum base rental rate of \$1.00 per square foot for indoor space (in this instance, totaling \$0.97 per month), the leasing policy addresses recovery of the costs incurred by the City for the provision of the following services: utilities (e.g. gas, electricity, water, trash, HVAC), maintenance and repairs, custodial services and City security. However, the leasing policy does provide that a Lessee that will have exclusive use/occupation of the entire City facility and/or property **shall be solely responsible for all utilities, janitorial, security, and interior and exterior maintenance of the facility or property**, thus, recovery of the costs to the City for the above-identified services will not be necessary since the Lessee will be responsible for the provision thereof.

STATEMENT OF ISSUE

SNA seeks City Council approval to enter into a twelve (12) month lease agreement with the City of Compton, beginning November 1, 2016 through October 31, 2017, for exclusive occupation of the entire property – 1,767 square feet of indoor space – located at 200 North Long Beach Boulevard. SNA is interested in leasing the subject property for the purpose of administrative offices and support services for their organization.

SNA requests that the Council authorize leasing rate provisions different than required by the City's Leasing Policy; more specifically, a lesser rental amount of only One Dollar (\$1.00) for the term of the lease agreement. They also request that the City provides the following services: utilities (e.g. gas, electricity, water, trash, HVAC).

FISCAL IMPACT

If the minimum leasing rate specified within the City's Leasing Policy is followed, the estimated fiscal impact of this proposed lease will amount to the collection of Three Thousand Four Hundred Fifty Three Dollars and Ninety Nine Cent

**Staff Report – Resolution Authorizing Lease
200 N. Long Beach Blvd. – SYLVIA Nunn Angels
December 6, 2016, page 3**

(\$3,480.99) for the term of the lease. If the request for a reduced lease rate is approved, the fiscal gain will be One Dollar (\$1.00) for the 12-month term.

ALTERNATIVES

The City Council has a number of options available, including:

1. Deny Sylvia Nunn Angels request to lease the property.
2. Authorize the City Manager to enter into a lease agreement with Sylvia Nunn Angels:
 - a. For the 12 month term requested at the lease rate set by the City Policy; i.e. a minimum rate of One Dollar (\$1.00) per square feet of exclusive use space per month, with the Lessee responsible for provision and payment of all utilities, janitorial and property maintenance; or
 - b. For the 12 month term at the requested reduced rental rate of One Dollar (\$1.00) for the 12-month term, with the Lessee responsible for provision and payment of all utilities, janitorial and property maintenance; or
 - c. For the 12 month term at the requested reduced rental rate of One Dollar (\$1.00) for the 12-month term, with the City responsible for provision and payment of all utilities and property maintenance.

RECOMMENDATION

Pursuant to the City's Leasing Policy, staff is not authorized to offer to lease City-owned property wherein the terms sought by the prospective Lessee vary from the requirements of the Policy; thus, staff can only suggest that the Leasing Policy provisions -- i.e. minimum of \$1.00 per square foot, per month and Lessee to be responsible for payment of utilities, janitorial, maintenance and security, if needed -- be authorized. The decision as to whether to waive any of the requirements of the City Policy rests with the discretion of the City Council.

**VAN WILSON, DIRECTOR
GENERAL SERVICES 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 TWELVE (12) MONTH LEASE AGREEMENT WITH SYLVIA NUNN ANGELS FOR CITY-OWNED PROPERTY LOCATED AT 200 NORTH LONG BEACH BOULEVARD

WHEREAS, the City of Compton owns certain real property located at 200 North Long Beach Boulevard, consisting of an approximate 1,767 square feet of indoor space; and

WHEREAS, Sylvia Nunn Angels provides support to vulnerable families through multiple programs offered by dedicated community partners, community members, volunteer staff, and established network of professionals around LA County ; and

WHEREAS, Sylvia Nunn Angels functions as a non-profit organization providing youth the opportunity to develop their life skills, establish positive relationships within their community, and helps them become self-confident, self-disciplined, and more hard-working; and

WHEREAS, Sylvia Nunn Angels seeks City Council approval to enter into a twelve (12) month lease agreement with the City of Compton, beginning November 1, 2016 through October 31, 2017, for exclusive occupation of the entire property – approximately 1,767 square feet of indoor space – located at 200 North Long Beach Boulevard; and

WHEREAS, in 2012, pursuant to guidance of the City Council, a City-wide leasing policy was adopted which mandates that City-owned facilities and/or property shall not be leased without first obtaining proper authorization from the City Council and execution of a written lease agreement, in addition to requiring that lease rates shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for indoor floor space in a City-owned facility shall be at least One Dollar (\$1.00) per square foot; and

WHEREAS, Sylvia Nunn Angels has requested that the Council authorize a leasing rate different than required by the City's Leasing Policy; more specifically, a lesser rental amount (i.e. \$1.00 per year); and

WHEREAS, pursuant to the City Leasing Policy, the decision to lease City-owned property and the setting of the lease rate rests in the discretion of the City Council.

**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 execute a twelve (12) month lease agreement, effective November 1, 2016 through October 31, 2017, with Sylvia Nunn Angels for the exclusive use of the entire indoor space of the property located at 200 North Long Beach Boulevard, Compton, consisting of approximately 1,767 square feet for use as general office space for support services.

Section 2. That the lease rate for the twelve (12) month term of the lease agreement shall be One Dollar (\$1.00) per square foot per month for a total monthly lease rate of One Thousand Seven Hundred Sixty Seven Dollars (\$1,767.00).

Section 3. That Sylvia Nunn Angels shall be responsible for payment of all general utilities, janitorial, security, and interior and exterior maintenance of the premises/property.

Section 4. That Account No. 1001 000 000 3420 has been established to receive lease payments for the 200 North Long Beach Boulevard property.

Section 5. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Controller, General Services and City Attorney’s Office.

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

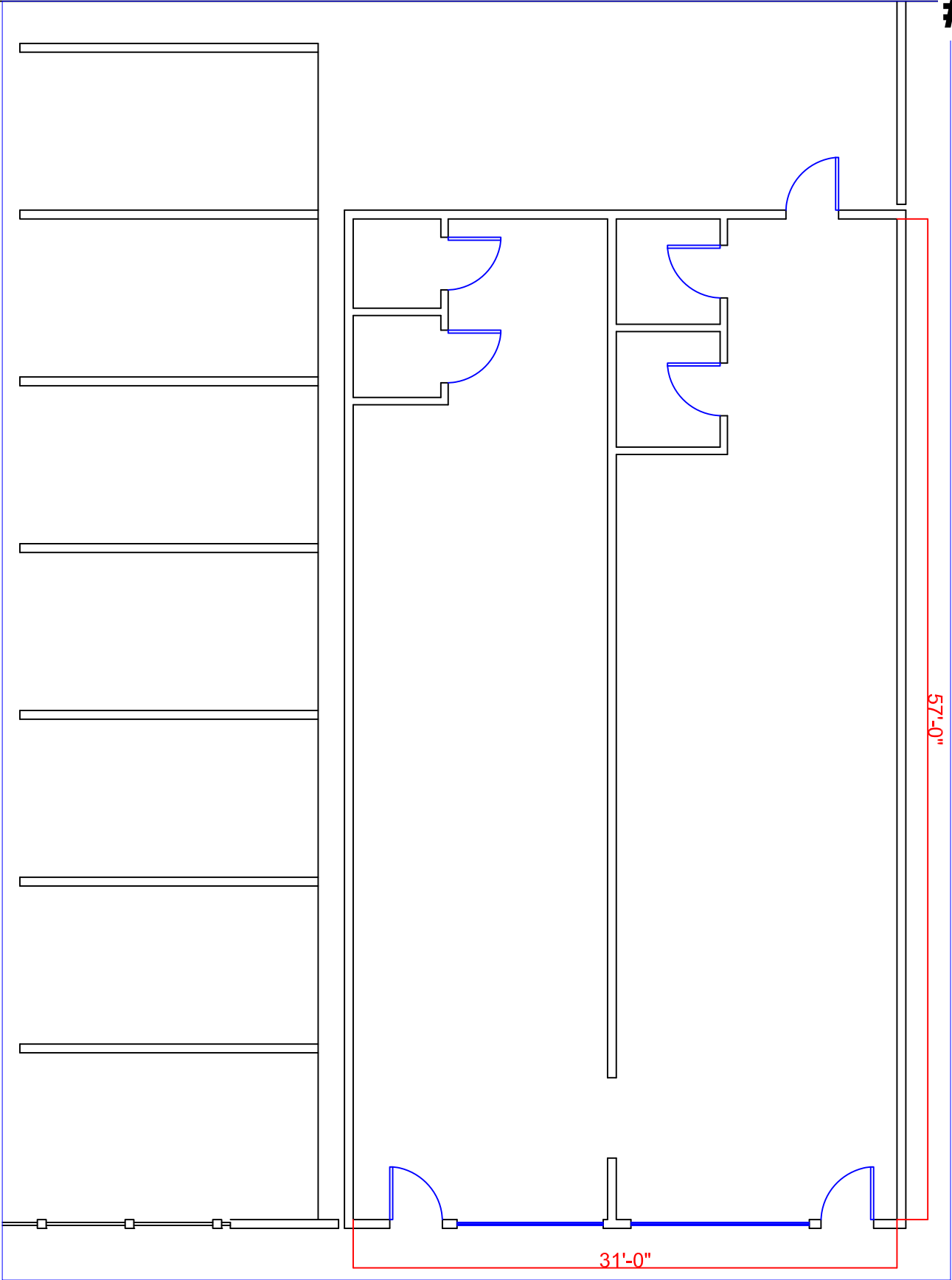
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss
CITY OF COMPTON)

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

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

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

CITY CLERK OF THE CITY OF COMPTON



General Notes

No.	Revision/Issue	Date

Room Name and Address

Project Name and Address

SYLVIA NUNN ANGLES
200 North Long Beach Blvd.
City of Compton, CA 90220

Project	FLOOR PLAN	Sheet
Date	11-8-2016	A1
Scale		

RESOLUTION SIGN-OFF FORM

DEPARTMENT: General Services

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH LEASE AGREEMENT WITH SYLVIA NUNN ANGELS FOR CITY-OWNED PROPERTY LOCATED AT 200 NORTH LONG BEACH BOULEVARD

Van Wilson
DEPARTMENT MANAGER’S SIGNATURE

11/7/2016 5:23:19 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

11/9/2016 5:05:55 PM
DATE

Barbara Rumbaoa
CITY CONTROLLER

11/9/2016 10:42:18 AM
DATE

Jerome Groomes
CITY MANAGER

11/8/2016 9:20:53 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.

DECEMBER 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 PURCHASE
ORDERS TO VENDORS LISTED IN "APPENDIX A" FOR THE
PROCUREMENT OF MATERIALS AND SUPPLIES ON AN AS-NEEDED
BASIS FOR THE PUBLIC WORKS DEPARTMENT (\$246,926)**

SUMMARY

This resolution authorizes the City Manager to issue purchase orders to vendors listed in "Appendix A" for the procurement of materials and supplies on an as-needed basis for the Public Works Department not to exceed \$246,926.

BACKGROUND

The Public Works Department is responsible for maintaining roadways, sewers, and streetscapes through planned and regular investments in the City's infrastructure. In prior years, procurements were submitted to Council for approval as individual vendors by preparing separate resolutions.

This process of combining as-needed vendors on a single resolution has been successful in past budgets to ensure that there is little to no delay in providing the Street Maintenance staff the materials needed to address the day to day needs of the City.

STATEMENT OF THE ISSUE

Due to the City's daily demands, staff is requesting the ability to efficiently manage multiple procurement requests by combining the requests for materials and supplies on a single resolution in an amount not to exceed \$246,926. Due to the individual vendor expenditures in FY 2016-17 city-wide exceeded the \$5,000 threshold, City Council approval is necessary.

Vendors utilized by the Public Works Department that may provide services will be submitted to Council for approval through resolution and contract processes.

FINANCIAL IMPACT

Adequate funds in the amount of \$246,926 are available in the approved FY 2016-17 Public Works Department budget per the following Account Numbers:

#17.

Staff Report - PW Vendors
December 6, 2016
Page 2 of 2

<u>Account Nos.</u>	<u>Fund</u>	<u>Amount</u>
2300-720-000-4269	State Gas Tax	\$ 74,576
2502-710-000-4262	Landscape/Lighting	\$ 25,000
2502-710-000-4269	Landscape/Lighting	\$ 58,700
2502-720-000-4262	Landscape/Lighting	\$ 8,000
2502-720-000-4269	Landscape/Lighting	\$ 13,000
5116-710-000-4269	Sewer Fund	\$ 56,000
6000-720-000-4262	Equipment Rental	\$ 5,000
6000-720-000-4269	Equipment Rental	\$ 6,650
Total:		\$ 246,926

ALTERNATIVE

If council chooses not to allow the City Manager to issue purchase orders to vendors listed in "Appendix A", staff will need to prepare separate resolutions and staff reports for each vendor. This will cause delays in acquiring the necessary materials needed for the department to provide maintenance and repairs services to the City's infrastructure.

RECOMMENDATION

Staff recommends adoption of the attached 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 ISSUE PURCHASE
ORDERS TO VENDORS LISTED IN “APPENDIX A” FOR THE
PROCUREMENT OF MATERIALS AND SUPPLIES ON AN AS-NEEDED
BASIS FOR THE PUBLIC WORKS DEPARTMENT (\$246,926)

WHEREAS, the Public Works Department is responsible for maintaining roadways, sewers, and streetscapes through planned and regular investments in the City’s infrastructure; and

WHEREAS, in prior years, procurements were submitted to Council for approval as individual vendors by preparing separate resolutions; and

WHEREAS, this process of combining as-needed vendors on a single resolution has been successful in past budgets to ensure that there is little to no delay in providing the Street Maintenance staff the materials needed to address the day to day needs of the City; and

WHEREAS, due to the City’s daily demands, staff is requesting the ability to efficiently manage multiple procurement requests by combining the requests for materials and supplies on a single resolution in an amount not to exceed \$246,926; and

WHEREAS, vendors utilized by the Public Works Department that may provide services will be submitted to Council for approval through resolution and contract processes; and

WHEREAS, the vendors Fiscal Year 2016-2017 expenditures city-wide exceeded the \$5,000 threshold, therefore, City Council approval is necessary; and

WHEREAS, funds for the listed expenditures are available in the Public Works Department’s 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 authorized to issue purchase orders to the vendors listed in “Appendix A” in the amount not to exceed \$246,926 for the procurement of materials and supplies on an as-needed basis.

SECTION 2. Appropriations are in the Public Works Department’s 2016-2017 Fiscal Year budget as follows:

<u>Account Nos.</u>	<u>Fund</u>	<u>Amount</u>
2300-720-000-4269	State Gas Tax	\$ 74,576
2502-710-000-4262	Landscape/Lighting	\$ 25,000
2502-710-000-4269	Landscape/Lighting	\$ 58,700
2502-720-000-4262	Landscape/Lighting	\$ 8,000
2502-720-000-4269	Landscape/Lighting	\$ 13,000
5116-710-000-4269	Sewer Fund	\$ 56,000
6000-720-000-4262	Equipment Rental	\$ 5,000
6000-720-000-4269	Equipment Rental	\$ 6,650
	Total	\$ 246,926

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 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
PUBLIC WORKS
(Supply Vendors Only)**

VENDOR	FUND	AMOUNT	ACCOUNT NO	DESCRIPTION
STATE GAS TAX	2300			
Econolite Control Products Inc.		\$ 20,000.00	2300-720-000-4269	Replacement load switches, conflict monitors, controllers, signal heads and framework. To repair, restock and continued preventive maintenance of Traffic Signals, Ped heads, Ped Push buttons and Traffic Controller Cabinets
West Lite Supply Inc.		\$ 10,000.00	2300-720-000-4269	Provide illuminated street name sign ballasts, lamps ant starters. To repair, restock and continued preventive maintenance on Street name illuminated signs and decorative globes.
Rayvern Lighting Supply Co Inc		\$ 20,000.00	2300-720-000-4269	Provide signal & street light lamps, ballasts, globes, sockets, cabinet filters, Ped-locks. To repair, restock and continued preventive maintenance on Street lights, Ped bridge, freeway underpass and Traffic Intersections
S & C Handhold Covers		\$ 9,576.00	2300-720-000-4269	Provide Handheld covers for missing covers for signal & lighting standards. To restock and for continued preventive maintenance on traffic Signals and Street lights.
Pacific Lighting Sales, Inc.		\$ 15,000.00	2300-720-000-4269	Provide Traffic signal standards and Ped Pedestals poles for knockdown replacements and restock.
Total		\$ 74,576.00		

LANDSCAPE/LIGHTING	2502			
Wesco		\$ 10,000.00	2502-710-000-4262	Provide electrical services, conductors & cables & lighting standards. To restock and for continued preventive maintenance and replacement of knockdowns and vandalizism
Walters Wholesale Electric		\$ 15,000.00	2502-710-000-4262	Provide electrical services, circuit breakers, connectors, & conduit. To restock and continued preventive maintenance on Street lights and intersection Safety lights, Ped bridge and freeway underpasses.
Total		\$ 25,000.00		

**APPENDIX A
PUBLIC WORKS
(Supply Vendors Only)**

NCH Corporation (Chemsearch)		\$ 15,000.00	2502-710-000-4269	Chemicals mainly used for sewer maintenace and weeding
Nixon Egli Equipment co So Ca Inc		\$ 8,000.00	2502-710-000-4269	Parts are purchase in the event of broken or damaged equipment for Lee boy and other asphalt equipment
Bishop		\$ 15,000.00	2502-710-000-4269	Maintenance repair parts, tools, supplies and materials
Eisel Enterprises		\$ 10,000.00	2502-710-000-4269	Provide concrete electrical pull boxes & concrete lids and metal lids. To restock and for continued preventive maintenance on traffic Signals and Street lights.
Praxair		\$ 10,000.00	2502-710-000-4269	Provides materials such as Oxygen, Acetylene, Cut-off wheels, welding and cutting equipment for the repair and or removal of damaged Signal/Street light Poles due to knock downs via vehicle accidents.
Red Wing Brands of America Inc (dba d Wing Shoe Store		\$ 700.00	2502-710-000-4269	For the purchase of steel toe/composite shoes and boots for PW field employees as part of the required uniform (Per SEIU MOU)
Total		\$ 58,700.00		

LANDSCAPE/LIGHTING	2502			
HD Supply Constr. Sup. Ltd. (HD Supply White Cap Constr)		\$ 8,000.00	2502-720-000-4262	General maintenance, repair, supplies, and materials used by all street divisions
Total		\$ 8,000.00		
Jam Services		\$ 13,000.00	2502-720-000-4269	Provide replacement traffic signal lighting emitting diode indications. To restock and for continued preventive maintenance of Traffic Signals, and conversion of Ped head indications to countdown Ped indication.
Total		\$ 13,000.00		

**APPENDIX A
PUBLIC WORKS
(Supply Vendors Only)**

SEWER FUND	5116			
MCM Electronics		\$ 1,000.00	5116-710-000-4269	Provide discrete military specification solid state components such as resistor/caps, Cabinet fans, thermostats, fuses to repair signal controllers & conflict monitors and to restock and for continued preventive maintenance on Traffic Signals
Ocean Blue Environmental Srvs Inc		\$ 8,000.00	5116-710-000-4269	Removal of hazardous oil, paint and fluorescent lamp that can't be dumped
Conching Enterprises Inc (dba Clear Blue Enviroment)		\$ 8,000.00	5116-710-000-4269	Removal of hazardous oil, paint and fluorescent lamp that can't be dumped
L & B Pipe/Supply Co		\$ 3,000.00	5116-710-000-4269	Sewer maintenance materials, tools and supplies
NCH Corporation (Chemsearch)		\$ 5,000.00	5116-710-000-4269	Chemicals mainly used for sewer maintenance and weeding
Douglas Industrial Medical Clinic		\$ 3,000.00	5116-710-000-4269	Medical testing, services and physicals for sewer staff
MCM Electronics		\$ 1,000.00	5116-710-000-4269	Provide discrete military specification solid state components such as resistor/caps, Cabinet fans, thermostats, fuses to repair signal controllers & conflict monitors and to restock and for continued preventive maintenance on Traffic Signals
Ocean Blue Environmental Srvs Inc		\$ 8,000.00	5116-710-000-4269	Removal of hazardous oil, paint and fluorescent lamp that can't be dumped
Conching Enterprises Inc (dba Clear Blue Enviroment)		\$ 8,000.00	5116-710-000-4269	Removal of hazardous oil, paint and fluorescent lamp that can't be dumped
L & B Pipe/Supply Co		\$ 3,000.00	5116-710-000-4269	Sewer maintenance materials, tools and supplies
NCH Corporation (Chemsearch)		\$ 5,000.00	5116-710-000-4269	Chemicals mainly used for sewer maintenance and weeding
Douglas Industrial Medical Clinic		\$ 3,000.00	5116-710-000-4269	Medical testing, services and physicals for sewer staff
Total		\$ 56,000.00		

EQUIPMENT RENTAL FUND	6000			
Nestle Waters North America (DBA Ready Fresh)		\$ 5,000.00	6000-720-000-4262	Drinking water for PW Engineering and Street Maintenance field/office staff
Total		\$ 5,000.00		

**APPENDIX A
PUBLIC WORKS
(Supply Vendors Only)**

Fontenot Towing		\$ 2,500.00	6000-720-000-4269	Towing of inoperable City vehicles and equipment
Office Depot		\$ 150.00	6000-720-000-4269	Office Supplies
Yale/Chase Equip & Srves Inc		\$ 4,000.00	6000-720-000-4269	Maintenance parts & repair tools
Total		\$ 6,650.00		
GRAND TOTAL		\$ 246,926.00		

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 PURCHASE ORDERS TO VENDORS LISTED IN “APPENDIX A” FOR THE PROCUREMENT OF MATERIALS AND SUPPLIES ON AN AS-NEEDED BASIS FOR THE PUBLIC WORKS DEPARTMENT (\$246,926)

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

11/16/2016 4:56:25 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

11/29/2016 6:36:32 PM
DATE

Robert S. Torrez
CITY CONTROLLER

11/21/2016 10:08:22 AM
DATE

Jerome Groomes
CITY MANAGER

11/16/2016 6:52:28 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.

December 6, 2016

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A
RETAINER AGREEMENT WITH TAFOYA & GARCIA TO ASSIST THE
CITY ATTORNEY'S OFFICE WITH EMPLOYER AUTHORIZED
INVESTIGATIONS**

SUMMARY

The City Council will consider adopting a Resolution authorizing the City Manager to enter into a retainer agreement with Tafoya & Garcia to assist the City Attorney's Office with employer authorized investigations.

BACKGROUND

The Office of the City Attorney provides legal services to the City of Compton. Pursuant to Section 702(b) of the Compton City Charter, the City Council may employ other attorneys to assist the City and the City Attorney's Office in the handling of the legal business of the City. Over the years, the City has retained the services of various outside law firms to assist the City Attorney's Office with specific complex matters as well as certain specialized areas of law.

STATEMENT OF ISSUE

The City of Compton has identified the need to secure outside legal services to assist the City Attorney's Office with employer authorized investigations. Due to potential legal conflicts of interests determinations, the City Attorney's Office has a growing need to seek outside legal assistance to conduct employer authorized investigations that are mandated by state and federal law when certain employee-related matters are involved. The authority of the City Manager to enter into various contracts will be exercised on an "as-needed" basis by the City Attorney's Office and for an hourly amount not-to-exceed two hundred and seventy-five dollars (\$275.00) and a total amount not-to-exceed Sixty thousand dollars (\$60,000).

The City Attorney is requesting that City Council authorize the City Manger to enter into contracts with the law firm of Tafoya & Garcia, LLP on an "as-needed" basis to assist the City Attorney's Office on employer authorized investigations. The law firm of Tafoya & Garcia, LLP is a public law practice that specializes in public agency and municipal law, employment discrimination, wrongful discrimination litigation and employment law related investigations.

#18.

Staff Report Re Resolution Authorizing the City Manager
To Enter A Retainer Agreement To Assist the City Attorney's
Office with Employer Authorized Investigations.
December 6, 2016

This Resolution will authorize the City Manager to enter into a retainer agreement with the law firm of Tafoya & Garcia, LLP to assist the City Attorney's Office on an "as-needed" basis to provide employer authorized investigation services.

FISCAL IMPACT

Funds for these services shall not exceed an hourly rate of \$275.00/hr and not-to-exceed a total amount of \$60,000 in the City of Compton's 2016-2017 Fiscal Year Budget Account Number 1001-420-000-4261.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution authorizing the City Manager to enter a retainer agreement with the law firm of Tafoya & Garcia, LLP to provide employer authorized investigation services.

CRAIG J. CORNWELL
CITY ATTORNEY

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A RETAINER
AGREEMENT WITH TAFOYA & GARCIA TO ASSIST THE CITY ATTORNEY'S
OFFICE WITH EMPLOYER AUTHORIZED INVESTIGATIONS (\$60,000)**

WHEREAS, the Office of the City Attorney provides legal services to the City of Compton; and

WHEREAS, pursuant to Section 702(b) of the Compton City Charter, the City Council may employ other attorneys to assist the City and the City Attorney's Office in the handling of the legal business of the City; and

WHEREAS, over the years, the City has retained the services of various outside law firms to assist the City Attorney's Office with specific complex matters as well as certain specialized areas of law; and

WHEREAS, the City of Compton has identified the need to secure outside legal services to assist the City Attorney's Office with employer authorized investigations; and

WHEREAS, due to potential legal conflicts of interests determinations, the City Attorney's Office has a growing need to seek outside legal assistance to conduct employer authorized investigations that are mandated by state and federal law when certain employee-related matters are involved; and

WHEREAS, the authority of the City Manager to enter into various contracts will be exercised on an "as-needed" basis and for an hourly amount not-to-exceed two hundred and seventy-five dollars (\$275.00) and a total amount not-to-exceed Sixty thousand dollars (\$60,000); and

WHEREAS, the law firm of Tafoya & Garcia, LLP is a public law practice that specializes in public agency employment law related investigations among other fields of law; and

WHEREAS, the City Attorney is requesting that City Council authorize the City Manager to enter into a retainer agreement with Tafoya & Garcia, LLP on an "as-needed" basis to assist the City Attorney's Office on employer authorized investigations; and

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

Section 1. That the Interim City Manager is hereby authorized to enter into a retainer agreement with Tafoya & Garcia, LLP on an "as-needed" basis for an amount not-to-exceed Sixty Thousand Dollars (\$60,000) and for an hourly rate not-to-exceed two hundred and seventy-five dollars (\$275.00) to assist the City Attorney's Office with employer authorized investigations for fiscal year 2016-2017.

Section 2. That the funds are to be taken from Account No. 1001-420-000-4261 in the City Attorney's 2016 – 2017 fiscal year budget.

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

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

RESOLUTION NO. _____
Page 2

ADOPTED this _____ day of _____, 2016.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A RETAINER AGREEMENT WITH TAFOYA & GARCIA TO ASSIST THE CITY ATTORNEY’S OFFICE WITH EMPLOYER AUTHORIZED INVESTIGATIONS

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

Craig Cornwell
CITY ATTORNEY

12/3/2016 1:55:12 PM
DATE

Brandon Mims
CITY CONTROLLER

12/3/2016 1:22:15 PM
DATE

Jerry Groomes
CITY MANAGER

12/3/2016 1:15:29 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.

December 6, 2016

TO: HONORABLE MAYOR AND COUNCIL MEMBERS
FROM: INTERIM, CITY MANAGER, JEROME G. GROOMES
SUBJECT: PRESENTATION OF COUNCIL WARRANTS

SUMMARY

The following Council Warrants are presented for the approval of the City Council:

<u>VENDOR</u>	<u>DEPARTMENT</u>	<u>CHECK AMOUNT</u>
Infosend Inc.	Municipal Water Department	\$ 287.40

Infosend Inc. provides printing and mailing services to various Departments including Public Works, City Council, and the Municipal Water Department (Water Department). The Water Department has an annual contract (\$145,000.00) with Infosend to provide preparation, assembly, folding, and mailing of approximately 22,000 monthly water bills. The Council Warrant is for services not included in the annual contract. Services rendered were in connection with the annual Waste Management mailer and must be paid using the Rubbish Fund. Funds are available in the Municipal Water Department's Fiscal Year 2016-17 budget in Account Number 5100-850-000-4262.

Victor J. Sanchez dba Sanchez Awards	Mayor and City Council	\$ 272.50
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Sanchez Award provides plaques, name plates, and trophies for various Departments including the Grants Division, Code Enforcement, and the City Council . Although Sanchez Awards has reached the City Manager's \$5,000 threshold and additional payments require City Council approval, this vendor was paid using the Councilperson's Donation Account. Funds are available in Councilperson District 1, Refundable Deposit Account Number 7200-000-000-2309.

JEROME G. GROOMES
INTERIM CITY MANAGER

WARRANTS APPROVED BY COUNCIL

<u>Warrant #</u>	<u>Date</u>	<u>Name</u>	<u>Services Provided</u>	<u>Amount</u>	<u>Amount Paid Year to Date</u>
236820	11/22/16	Infosend Inc	Payment for hazardous waste inserts	\$287.40	\$146,980.40

Requested by Water Department

236970	11/29/16	Victor J Sanchez DBA Sanchez Awards	Purchase of plaques for Councilwoman Zurita's event	\$272.50	\$5,309.56
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Requested by City Manager

I hereby certify that the above demands in the amount of **\$559.90** were approved at a regular meeting of the City Council and reject _____ as of December 6, 2016.

Council Member

Council Member

City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on December 6, 2016 allowed the above demands.

Alita Godwin
City Clerk

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BillPrint, eBills, Delivered.

4240 E. La Palma Ave.

Anaheim, CA 92807-1816

Phone: 714.993.2690 • Fax 714.993.1306

INVOICE

AMOUNT PAID	DATE	INVOICE NO.
	11/2/2016	112944

CUSTOMER

MAKE CHECKS PAYABLE TO

City of Compton
Water Utility Division
Attn: Michael Harvey
205 S. Willowbrook Ave
Compton, Ca. 90220

INFOSEND, INC
4240 E. LA PALMA AVE.
ANAHEIM, CA 92807-1816

☐ CHECK BOX FOR MAILING ADDRESS CHANGE. PLEASE INDICATE CHANGES ON THE REVERSE SIDE.

PLEASE DETACH AND RETURN UPPER SECTION WITH PAYMENT



4240 E. La Palma Ave.
Anaheim, CA 92807-1816
Phone: 714.993.2690

TERMS	DUE DATE	P.O #	ACCOUNT #	INVOICE
NET 30	12/2/2016			112944

DATE	DESCRIPTION	QTY	RATE	AMOUNT
09/06/16-10/03/16	Folding fee for INSERT-HAZARDOUS WASTE drop shipped insert	14,500	0.01	145.00
09/06/16-10/03/16	INSERT-HAZARDOUS WASTE (Insertion Fee for dropped shipped insert)	14,240	0.01	142.40
Approved:  11/8/16 for Payment by the Water Department 510-850-000-4262				
THANK YOU FOR YOUR BUSINESS				Total \$287.40

#



Sanchez Awards

11065 S. Atlantic Ave.

Lynwood, CA 90280

213-305-8627

sanchezawards@yahoo.com

INVOICE

DATE	INVOICE #
11-21-16	912

BILL TO:

City of Compton

Satra Zurita

Attn: First District Council Office

For: Freeway Memorial Ceremony on 11-19-16



SHIP TO:

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
	Net 15					
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	
6	APP9X12	BLUE ACRYLIC PLAQUE			30.00	180.00
1	PLX249X12	BLUE ACRYLIC PLAQUE			35.00	35.00
7		ENGRAVINGS			5.00	35.00
Paid By  V# 10007103 PO # 17-00821 A/C # 7200.00.00008309 A/C # (F)					Okay to Pay	
					BT	
SALES TAX					9.00%	22.50
					TOTAL	\$272.50

Paid By *AN*
 V# *10007103*
 PO # *17-00821*
 A/C # *7200.00.00008309*
 A/C #

Okay to Pay

BT