

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, January 03, 2017 5:30 PM

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. DECEMBER 20, 2016

REPORTS OF OFFICERS AND COMMISSIONS

BUILDING AND SAFETY

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT AND TO ISSUE A PURCHASE ORDER TO COMMLINE, INC. FOR THE SUBSEQUENT MAINTENANCE OF MOBILE AND PORTABLE RADIO EQUIPMENT (\$6,000.00)

CITY FIRE DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO APPROVE A PURCHASE ORDER WITH SMART & FINAL FOR THE PURCHASE OF CUSTODIAL AND CLEANING SUPPLIES (\$15,000)

CITY TREASURER

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AUTHORIZED SIGNATURES ON CERTAIN ACCOUNTS AND NAMING CERTAIN CITY EMPLOYEES AS AUTHORIZED SIGNATORIES ON THOSE ACCOUNT
5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND (LAIF) OF THE STATE OF CALIFORNIA AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH AND UPDATING THE LIST OF AUTHORIZED PERSONS

HUMAN RESOURCES

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN REVISING THE CLASSIFICATION SPECIFICATIONS OF REPROGRAPHICS EQUIPMENT OPERATOR I, REPROGRAPHICS EQUIPMENT OPERATOR II, PUBLIC WORKS INSPECTOR, AND FIRE ENGINEER
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ELECTING TO BE SUBJECT TO THE PUBLIC EMPLOYEES' MEDICAL AND HOSPITAL CARE ACT AND FIXING THE EMPLOYER'S CONTRIBUTION AT AN AMOUNT GREATER THEN THAT PRESCRIBED BY SECTION 22892 OF THE CALIFORNIA GOVERNMENT CODE

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

8. STATUS REPORT ON TRAFFIC SIGNAL AT WILMINGTON AND GREENLEAF BLVD. (Receive/File)

CITY ATTORNEY'S REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT AND ACCEPT THE URBAN AREA SECURITY INITIATIVE GRANT (UASI- 2015) AND AMEND THE FIRE DEPARTMENT'S 2016-2017 FISCAL YEAR BUDGET
10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A TEN (10) YEAR ADVANCED LIFE SUPPORT BILLING SERVICES AGREEMENT WITH WESTMED AMBULANCE (DBA MCCORMICK AMBULANCE)
11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THAT A BALLOT MEASURE AMENDING THE CITY CHARTER SECTION 1101 TO ADD DEPARTMENT HEADS AND LEGAL SECRETARY TO THE LIST OF POSITIONS THAT COMPRISE THE CITY'S UNCLASSIFIED SERVICE
12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING THE COMPTON TAXPAYERS COMMITTEE TO REVIEW THE USE OF REVENUES COLLECTED PURSUANT TO ORDINANCE NO. 2,269 ("MEASURE P") AND SETTING FORTH TERMS, DUTIES AND GUIDELINES OF THE COMPTON TAXPAYERS COMMITTEE

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, January 10, 2017 @ 5:30 PM.

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

DECEMBER 20, 2016

The City Council meeting was called to order at 5:47 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremonies were also led by Mayor Aja Brown.

ROLL CALL

Council Members – Zurita, McCoy, Sharif, Brown
Council Members - Galvan*

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

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, complained about the blight in the City and added that in his opinion, the recent moratorium on liquor and convenience stores will make the situation worse. Mr. Ray spoke in opposition to item 4 on the agenda relating to Measure “P”.

Benjamin Holifield, President of the Compton Business Chamber of Commerce, thanked the Mayor and everyone involved with the completion of the “Welcome to Compton” sign. Mr. Holifield further noted that Compton Boulevard must be cleaned up and revitalized and he is holding the City leaders accountable. Mr. Holifield concluded by asserting that many great things can be accomplished by everyone working together.

Sandra Orozco, Compton resident, stated that she is a Multiple Sclerosis patient and further noted that she is an advocate for medical cannabis. Ms. Orozco asserted that there is a non-profit group operating in the City that is gang-affiliated and urged the Council to look into the matter.

Rodney Andrews, Compton resident, noted that he is also a Multiple Sclerosis patient and he is walking as a result of medical cannabis. Mr. Andrews commented that there is no emergency number to call on the weekends when City Hall is closed.

Mike Chattom, Compton resident, addressed the Council regarding the strategic plan submitted by Captain Thatcher at the previous City Council meeting. Mr. Chattom expressed his concerns regarding the solvability of crime in Compton. Mr. Chattom felt that we need more ‘Sheriff’s Detectives’ in Compton to assist with crime solvability.

LeMeika Horton-Pope, Compton resident, spoke on the recent allegations on embezzlement reported in the media. Ms. Horton-Pope questioned whether the City has performed an internal audit or a forensic audit. Ms. Horton-Pope noted that she is a certified credentialed auditor.

David Irons, Compton resident, urged the Council to provide restroom facilities for men and women at Gonzales Park as well as other park facilities.

CONSENT AGENDA

PRESENTATION

1. ORAL PRESENTATION: Prism Realty – City of Compton Freeway Signs
Mr. Eric Eklund and Mr. Brook Morris presented the proposed Pilon signage at the Gateway Towne Center near the 91 Freeway. The signs will be erected early next year.

Mayor Brown requested to know which new tenants will be arriving at the Gateway Towne Center.

Mr. Eklund replied that the new proposed tenants will be Steak and Shake, Jersey Mikes and On and On, which is a Korean Restaurant which will all open towards the end of the first quarter of next year.

#1.

Martha Barajas, Compton resident, urged the Council to take a close look at the non-profit organizations in the City, adding that in her opinion, one organization in particular is gang-affiliated.

Joyce Kelly, Compton resident, addressed the Council and commended Councilwomen Zurita and McCoy for the “Breakfast with Santa” event. Ms. Kelly also thanked the City Clerk Alita Godwin, City Attorney Craig Cornwell and City Treasurer Doug Sanders for their assistance with the Senior Center’s Christmas Tree. Ms. Kelly spoke in opposition to Item 4 on the agenda relative to Measure “P”.

Lynn Boone, Compton resident, spoke regarding Item 4 and stated that the Council should not approve any Bonds. Ms. Boone noted that the Council is over spending, which will results in a deficit.

Marcus Musante, Compton resident, addressed the Council and noted that he has recently drafted and served an updated lawsuit against Measure “P”. Mr. Musante urged the Council not to approve Item 4.

City Attorney Cornwell, informed Mr. Musante of the proper protocol for serving notice of a lawsuit.

Mayor Brown noted that the citizens of Compton voted in favor of Measure “P” in an effort to improve the City, adding that it is very unfortunate that some people try to make everything personal which impedes City progress.

Gilda Blueford, Compton resident, requested that the Council consider making it a prerequisite that futures Block Club Commissioners are members of an active block club. She also felt that Commissioners have term limits, adding that if they wish to remain on the Commission, they must re-apply and be evaluated each year.

APPROVAL OF MINUTES

2. DECEMBER 6, 2016 (Approved)

On motion by Zurita, seconded by Mayor Brown (who stepped from the Chair) the Consent Agenda was approved by the following vote on roll call:

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

END CONSENT AGENDA

(Councilwoman McCoy exited the meeting at 6:33 p.m. and returned at 6:35 p.m.)

***(Councilman Galvan entered the meeting at 6:35 p.m.)**

REGULAR AGENDA

CITY MANAGER’S REPORTS

3. REQUEST TO SCHEDULE A PUBLIC HEARING TO CONSIDER AMENDMENTS TO THE COMPTON MUNICIPAL CODE TO PROHIBIT COMMERCIAL MARIJUANA ACTIVITY.

On motion by Zurita, seconded by Galvan, the public hearing the public hearing was scheduled for January 10, 2017 at 5:45 p.m. by the following vote on roll call:

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

4. MINUTE MOTION – REQUEST FOR DIRECTION REGARDING MEASURE “P”
INFRASTRUCTURE PROJECTS AND APPROVING THE DEVELOPMENT OF A
BOND ISSUANCE FOR A CERTAIN AMOUNT TO LEVERAGE MEASURE “P”
REVENUE

Councilwoman Zurita asked what constitutes a ‘minute motion’ and further asked why the need for such a motion.

City Attorney Cornwell replied that a minute motion is simply a method to use, whereby Council can take action on an item. Attorney Cornwell further added that since Staff is merely asking for direction, he felt that a ‘minute motion’ is warranted.

City Manager Jerry Grooms, presented a power point and explained that Staff recommends using a portion of the annual district tax revenue to support the issuance of bonds to pay for various infrastructure projects such as street repair and construction. The City’s needs are extensive, and a pay-as-you-go, using only the projected annual revenue, would not enable the City to address its many needs in a significant manner. Mr. Grooms then noted that issuing bonds is the primary option that will enable the City to leverage the annual revenue to pay for critically needed upgrades within the next few years.

Councilwoman Sharif questioned if the recent embezzlement allegations would affect this issue.

City Manager Grooms replied that the allegations would have no effect with regards to this matter.

Councilwoman Zurita expressed her opinion that we should not entertain the notion of a bond, while in the process of searching for a new city manager, adding that the City needs to develop the Oversight Committee first.

Mayor Brown stepped from the Chair to make a motion to approve the request. The motion died for lack of a second.

Mayor Brown voiced her disappointment at the lack of action on this issue, noting that this is a sales tax measure and not a bond; adding, however, that the best way to leverage the City’s funds is to issue a bond. Mayor Brown then noted that the citizens approved Measure “P” because they wish to improve the City and move forward, adding that it is the Council’s duty to be good stewards of the tax payers’ dollars.

CITY ATTORNEY’S REPORTS

CLOSED SESSION

5. PUBLIC EMPLOYMENT

Title: City Manager Pursuant to California Government Code Section 54957(b)

CONFERENCE WITH LEGAL CONSEL – ANTICIPATED LITIGATION

One (1) Potential Case Pursuant to California Government Code Section 54956.9(b)

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

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

NOES: Council Member - None

ABSENT: Council Member – None

UNFINISHED BUSINESS

6. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING CHAPTER XXII OF THE COMPTON MUNICIPAL CODE TO
ADD SECTION 23-3 ADOPTING A SANITARY SEWER OVERFLOW
REDUCTION PROGRAM

#1.

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

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

On motion by McCoy, seconded by Zurita, **Ordinance Number 2,280** entitled ‘**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER XXII OF THE COMPTON MUNICIPAL CODE TO ADD SECTION 23-3 ADOPTING A SANITARY SEWER OVERFLOW REDUCTION PROGRAM**’ was adopted by the following vote on roll call:

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

NEW BUSINESS

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN OPT-IN PROGRAM AGREEMENT FOR PARTNERS WITH LOS ANGELES HOMELESS SERVICES AUTHORITY TO PARTICIPATE IN THE 2017 GREATER LOS ANGELES HOMELESS STREET COUNT

On motion by Zurita, seconded by Galvan, **Resolution Number 24,490** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN OPT-IN PROGRAM AGREEMENT FOR PARTNERS WITH LOS ANGELES HOMELESS SERVICES AUTHORITY TO PARTICIPATE IN THE 2017 GREATER LOS ANGELES HOMELESS STREET COUNT**’ was adopted by the following vote on roll call:

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

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM BUCKNAM INFRASTRUCTURE GROUP INC., AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO UPDATE THE PAVEMENT MANAGEMENT STUDLY (PMS) ON ALL CITY ROADS WITHIN THE CITY LIMITS – (RE-AGENDAD)
9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH THE CALIFORNIA STATE ASSEMBLY DISTRICT 64 (ASSEMBLYMAN MIKE A GIPSON) FOR A DISTRICT OFFICE IN COMPTON CITY HALL

On motion by Sharif, seconded by Zurita, **Resolution Number 24,491** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH THE CALIFORNIA STATE ASSEMBLY DISTRICT 64 (ASSEMBLYMAN MIKE A. GIPSON) FOR A DISTRICT OFFICE IN COMPTON CITY HALL**’ was adopted by the following vote on roll call:

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

City Manager Groomes noted that Assemblyman Gibson is requesting that the lease amount be \$1 per year, as with the previous Congress person.

On motion by Zurita, seconded by Galvan, the lease agreement payment was authorized for \$1 per year by the following vote on roll call:

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

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE CITY AND BUENA VISTA IN TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF CERTAIN CITY OWNED PROPERTY LOCATED AT 1950 NORTH CENTRAL AVENUE

On motion by Sharif, seconded by Zurita, **Resolution Number 24,492** entitled ‘A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE CITY AND BUENA VISTA IN TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT FOR THE DISPOSITION AND DEVELOPMENT OF CERTAIN CITY OWNED PROPERTY LOCATED AT 1950 NORTH CENTRAL AVENUE’ was adopted by the following vote on roll call:

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

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACTING IN THE CAPACITY OF HOUSING SUCCESSOR AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE CITY OF COMPTON AND HABITATE FOR HUMANITY OF GREATER LOS ANGELES TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT IN CONNECTION WITH DISPOSITION OF CERTAIN CITY OWNED PROPERTY LOCATED AT 217 E. INDIGO STREET

On motion by Sharif, seconded by Zurita, **Resolution Number 24,493** entitled ‘A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACTING IN THE CAPACITY OF HOUSING SUCCESSOR AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN EXCLUSIVE NEGOTIATION AGREEMENT BETWEEN THE CITY OF COMPTON AND HABITATE FOR HUMANITY OF GREATER LOS ANGELES TO WORK OUT THE TERMS AND CONDITIONS OF A PURCHASE AND SALE AGREEMENT IN CONNECTION WITH DISPOSITION OF CERTAIN CITY OWNED PROPERTY LOCATED AT 217 E. INDIGO STREET’ was adopted by the following vote on roll call:

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

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING A WORKFORCE REDUCTION FOR THE FIRE DEPARTMENT FOR FISCAL YEAR 2016-2017

Councilwoman Zurita expressed her disapproval at the mismanagement of the bidding process for the transporting of patients. She questioned if some sort of disciplinary action had been taken.

Councilman Galvan also expressed his disappointment at the matter, noting that fire personnel will be laid off. Mr. Galvan asked if there was any way possible to retain these employees.

#1.

City Manager Groomes noted that the ambulance drivers that will be laid off by the City, are being considered to possibly be hired by McCormick Ambulance Service, which is the company that was awarded the patient transport contract.

Councilwoman Zurita urged Staff to provide a well-drafted explanation of the change in the billing and transportation of patients requiring critical care by a hospital. She suggested that the notification be mailed to residents along with their water bills.

Mayor Brown asserted that the item should be brought back to the Council, noting that the City is uncertain of our options for moving forward.

On motion by Zurita, seconded by McCoy, **Resolution Number 24,494** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON DECLARING A WORKFORCE REDUCTION FOR THE FIRE DEPARTMENT FOR FISCAL YEAR 2016-2017**’ was adopted by the following vote on roll call:

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

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE CITY OF COMPTON’S 2016-2017 FISCAL YEAR BUDGET TO APPROPRIATE FUNDS TO COVER COSTS FOR UNFUNDED PROJECTS AND TO AUTHORIZE PAYMENT OF SPECIFIED UNBUDGETED COSTS FROM EXISTING DEPARTMENT BUDGETS

On motion by Zurita, seconded by Galvan, **Resolution Number 24,495** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE CITY OF COMPTON’S 2016-2017 FISCAL YEAR BUDGET TO APPROPRIATE FUNDS TO COVER COSTS FOR UNFUNDED PROJECTS AND TO AUTHORIZE PAYMENT OF SPECIFIED UNBUDGETED COSTS FROM EXISTING DEPARTMENT BUDGETS**’ was adopted by the following vote on roll call:

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

APPROVAL OF WARRANTS

14. Warrant #237137 – Date – 12/13/16 – Name – C.H.A.N.G.E. Foundation – Service – Graffiti removal – Amount - \$8,125.00 Requested by: City Manager

Warrant #237178 – Date – 12/13/16 – Name – National Charter lines - Services – Bus services for Councilperson Galvan’s Youth Boxing Excursion - Amount \$1,150.50 – Requested by: City Manager

Warrant #237184 – Date – 12/13/16 – Name – Corina Pleasant dba Cookiegal Catering – Services – Catering services for Senior Hoedown – Amount \$3,767.50 Requested by: City Manager

Warrant #237093 – Date – 12/08/16 – Name Jasmyne Cannick – Services – Public Information Officer services – Amount - \$2,500.00 – Requested by: City Manager

Councilwoman Sharif requested that Warrant #237093 for Jasmyne Cannick be voted on separately.

On motion by Zurita, seconded by Mayor Brown, who stepped away from the Chair, Warrant Numbers, 237137, 237178 and 237184 were approved by the following vote on roll call:

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

Mayor Brown stepped from the Chair to move that Warrant Number 237093 be approved. The motion died for lack of a second.

15. Warrant #237228 – Date – 12/15/16 – Name – National Charter Lines – Service Bus services for youth excursion – Amount - \$550.00 – Requested by: City Manager

Warrant #237232 – Date – 12/15/16 – Name – Victor J. Sanchez dba Sanchez Awards Service – Plaque for Councilperson Galvan’s Miracle on Oaks Street event – Amount \$119.90 – Requested by: City Manager

On motion by Zurita, seconded by Galvan, Warrant Numbers 237228 and 237232 were approved by the following vote on roll call:

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

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

Councilwoman Zurita yielded her time to the City Controller.

Interim City Controller Robert Torrez reported that the City has solicited the service of a CPA firm which will conduct a forensic audit. The audit will take approximately 3 to 4 weeks and Staff will return to the Council for contract approval for the audit services. Mr. Torrez further noted that Staff conducted an internal audit and there were several discrepancies found.

City Treasurer Doug Sanders questioned who reviews and oversees the Treasurer’s deposits and activities.

Controller Torrez replied that Treasurer’s office prepares the daily receipts, however, the Controller’s office is supposed to confirm that the daily cash deposits match what is recorded on the computer system, adding that this procedure had not been performed properly.

City Treasurer Sanders further asserted that the reconciliation of the bank statements by the Controller’s office have not been done in over two years.

Mr. Torrez confirmed that it is a correct statement that the reconciliation of bank statements has not been done in the past two years; however, the audit should confirm this fact.

City Treasurer Sanders questioned if the recent audit that was received and filed by the council last week included the banking reconciliation of the treasurer office did not begin until February of 2016.

Mr. Torrez replied affirmatively.

Councilwoman Zurita wished everyone a Merry Christmas and a safe and Happy New Year.

Councilperson Galvan offered the following communications/announcements:

- Thanked all the residents and volunteers for attending his 4th Annual “Miracle on Oaks Street” Toy Giveaway celebration, and thanked Oscar de la Hoya for his donations and attendance at the event.

#1.

- Thanked the Parks and Recreation department as well as the Council for supporting his “Miracle on Oaks Street” event.
- Wished everyone a Merry Christmas, adding that **Jesus** is the reason for the Season.

Councilperson McCoy offered the following communications/announcements:

- Commended and thanked Councilman Galvan for the Toy Giveaway
- Thanked the 156th Street Block Club for the “Chocolate Under The Stars” Event.
- Thanked everyone who attended and volunteered for the “Breakfast with Santa Toy Giveaway.”
- Thanked Assemblyman Gibson, Parks and Recreation department and Code Enforcement for assisting with her Toy Giveaway.
- Wished every citizen a Merry Christmas and a Happy New Year.

Adjournments

Auster Orange

Maria Garcia

Councilperson Sharif offered the following communications/announcements:

- Commended and thanked Councilwoman McCoy for her “Breakfast with Santa Toy Giveaway.”
- Commented on the success of the “Angel Tree” project at her church, which focused on providing toys for the children of incarcerated adults.
- Wished the Council and community a Merry Christmas.

Mayor Brown offered the following communications/announcements:

- Thanked the citizens, Black Santa Project, Council members and all of the Staff who attended and volunteered at the “Winter Wonderland” celebration.
- Introduced the idea of a Christmas Parade committee.
- Thanked the Council members for attending the “Winter Wonderland” event.
- Commented on the success of accompanying a group of students to Washington DC to hear President Obama speaking regarding the “My Brother’s Keeper” program.
- Thanked Staff and the citizens of the community for their hard work and dedication to improving our great City of Compton.
- Wished everyone a Merry Christmas and a safe, healthy, and Prosperous New Year.

Adjournment

Howard Bingham

Councilmember Galvan out at 8:45 p.m.

The City Council Meeting recessed to Closed Session at 8:58 p.m. and reconvened at 10:22 p.m.

REPORT OUT OF CLOSED SESSION

City Attorney Craig Cornwell issued a statement that there were no reportable actions taken as it relates to the Closed Session items previously mentioned.

ADJOURNMENT

On motion by Zurita, seconded by McCoy, the meeting was adjourned at 10: 32 p.m. by the following vote on roll call:

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

City Clerk of the City of Compton

Mayor of the City of Compton

#1.

January 3, 2017

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DAVID DENT, CHIEF BUILDING OFFICIAL
BUILDING AND SAFETY DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO
ENTER INTO A SERVICE AGREEMENT AND TO ISSUE A
PURCHASE ORDER TO COMMLINE INC. FOR THE SUBSEQUENT
MAINTENANCE OF MOBILE AND PORTABLE RADIO EQUIPMENT
(\$6,000.00)**

SUMMARY

This resolution authorizes the Interim City Manager to enter into a service agreement and to issue a purchase order not to exceed \$6,000.00 to CommLine, Inc. to facilitate the maintenance, repairs and replacement of existing Motorola mobile and portable radio equipment.

BACKGROUND

In May 2012, the City of Compton entered into a one (01) year service maintenance agreement, with a three (03) year renewable option, with CommLine Inc. to maintain the mobile and portable radio equipment for the Code Enforcement Division.

It is vitally important to equip the Code Enforcement Division personnel and vehicles with appropriate safety equipment to enhance their performance and ensure their safety.

STATEMENT OF THE ISSUE

The Code Enforcement Division, which includes Parking Enforcement, Security Services and the Business License Divisions, has a combined total of sixty (60) portable radios, three (03) base radios and one (01) repeater.

In order to service and maintain the mobile radio equipment in good repair, the payment of the annual service agreement is requested. Additionally, the replacement of batteries, antenna's and lapel microphones are considered necessary from time to time.

Four (04) vendors were contacted to obtain a quote to provide a service agreement for general repairs of portable radios, mobile radios and repeaters, and service/labor cost

#2.

Staff Report – Resolution Authorizing Contract
And Purchase Order w/ CommLine, Inc.
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for the antenna/cable infrastructure. General repairs shall include but not limited to intermittent or no transmit/receive; intermittent or no power; unresponsive/missing knobs and buttons; programming, tuning and aligning. Service calls will be provided 24 hours/day, with onsite support within 4 hours. Repair requests will be picked up by the vendor or courier service, provided by the vendor, with repairs completed within four (4) weeks. All repair work will have a ninety (90) day warranty. The vendor shall also provide complimentary loaner radios/repeaters, if needed, and will be available to perform onsite preventative maintenance every six (06) months.

The following pricing information was obtained for the maintenance agreement:

CommLine Inc.	\$308.00 per month
Vision Communication	\$410.00 per month
K.R. Nida Communications	non responsive
Advance Communications	non responsive

FISCAL IMPACT

CommLine Inc. continues to meet the needs of the Code Enforcement Division and provides equipment most compatible with its existing radio communications system.

CommLine Inc. is an authorized Motorola dealer and can obtain the equipment that best meets the specifications required for the Motorola mobile and portable radios. CommLine Inc. can provide any maintenance and repair services, and other required radio equipment needs for an estimated sum not to exceed \$6,000.00.

Funds are available in the Code Enforcement Division's 2016/17 Fiscal Year budget, in Account Nos. 1001-670-000-4249 and 1001-670-000-4236, and is broken down as follows:

<u>Account No.</u>	<u>Amount</u>
1001-670-000-4249	\$3,840.00
1001-670-000-4236	\$2,160.00

ALTERNATIVE

Accept the bid of one of the competitor(s) to cause the repairs and/or replacement of the disabled mobile and portable radio equipment.

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RECOMMENDATION

Staff recommends that this Resolution be adopted authorizing the Interim City Manager to enter into a service agreement and the issuance of a purchase order to Comm-Line Communications Company for the sum not to exceed \$6,000.00.

**DAVID DENT
CHIEF BUILDING OFFICIAL**

APPROVED FOR FORWARDING:

**JEROME 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
SERVICE AGREEMENT AND TO ISSUE A PURCHASE ORDER TO
COMMLINE, INC. FOR THE SUBSEQUENT MAINTENANCE OF MOBILE
AND PORTABLE RADIO EQUIPMENT (\$6,000.00)

WHEREAS, the Code Enforcement Division’s base station radio is currently located at 404 North Alameda; and

WHEREAS, the Code Enforcement Division requires mobile and hand-held radios for its personnel; and

WHEREAS, it is vitally important to equip the Code Enforcement Division personnel and vehicles with appropriate safety equipment to enhance their performance and ensure their safety; and

WHEREAS, in order to accomplish this goal, the Code Enforcement Division desires to maintain a service agreement for the maintenance and repairs of mobile safety equipment; and

WHEREAS, a competitive bid process was conducted and Comm-Line Communications was the lowest responsible bidder; and

WHEREAS, CommLine Inc. continues to meet the needs of the Code Enforcement Division and provides equipment most compatible with its existing radio communications system; and

WHEREAS, funds for this expenditure have been identified within the Code Enforcement Divisions Fiscal Year budget 2016/17, in Account Nos. 1001-670-000-4249 for the amount of \$3,840.00 and 1001-670-000-4236 for the amount of \$2,160.00.

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 a service and technical support agreement with CommLine Inc. for a period of twelve (12) months, December 1, 2016 through November 30, 2017, in an amount not to exceed Six Thousand Dollars (\$6,000.00).

SECTION 2. That a purchase order is authorized to be established for CommLine, Inc. in an amount not to exceed Six Thousand Dollars (\$6,000.00) to pay the cost of the service and technical support agreement and other anticipated equipment needs of the Code Enforcement Department.

SECTION 3. That the funds for said expenditures are available in the Building and Safety Department’s 2016-2017 Fiscal Year budget in the following accounts:

1001-670-000-4249	\$3,840.00
1001-670-000-4236	\$2,160.00

SECTION 4. That a copy of this Resolution shall be filed in the Offices of the City Manager, City Attorney, City Controller, Building and Safety and the Code Enforcement Division.

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

ADOPTED this _____ day of _____, 2017.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor and attested to by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2017.

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

COMMLine inc.

5563 Sepulveda Blvd., Suite D, Culver City, CA 90230
 (Main) 310.390.8003 (Fax) 310.390.4393
 www.CommlineInc.com

SERVICE CONTRACT

- I. The following service agreement is between Commline, Inc. and City of Compton (the Customer) at 205 South Willowbrook Avenue, Compton, California 90220.
- II. This agreement is valid from December 1, 2016 to November 30, 2017 between the above stated parties.
- III. Commline will be contracted to provide general technical and sales support of the Customer's 2-way communications system:
 - a. This includes the maintenance & support of the following equipment: Motorola Mototrbo repeater system, Motorola TRBO subscribers.
 - b. Commline will provide a list of the model numbers and serial numbers of the radios covered by this contract.
- IV. Technical Support
 - a. The parameters of the service contract is defined by the following:
 - i. Repair, service/labor and hot swapping of equipment for the following:
 1. Portable radios
 2. Mobile/vehicle radios
 3. Repeaters
 - ii. Service/labor only for the following:
 1. Antenna/cable infrastructure
 - b. General repairs will be defined as repairs of radios that include the following: intermittent or no transmit/receive; intermittent or no power; unresponsive /missing knobs and buttons; programming, tuning and aligning.
 - c. Certain technical support and repairs will be not covered under this agreement, such as, radio problems caused by excessive physical abuse/accidents or misuse; force majeure; fire; liquid damage. Lack of performance due frequency interference will also not be included after the initial 3 month guarantee period.
 - i. If any of the above issues occur, Commline will provide a separate repair or service quote.
 - ii. A rate of \$95 per hour plus parts costs will be invoiced for equipment repairs and \$125 per hour for onsite fieldwork.
- V. Services/Programs
 - a. Service Calls - Commline will provide 24 hour, 7 days a week, 365 days a year support. Service calls will have onsite support within 4 hours.
 - b. Repairs
 - i. Repair requests will be picked up by a Commline representative/courier service or by UPS label provided by Commline, within 48 hours of request.
 - ii. Radio repairs, if repairable, will be completed within 4 weeks from receipt of equipment.
 - iii. If repairs are to take longer than 4 weeks, notice will be submitted to inform of a revised return date.
 - iv. Beyond Economic Repair – Radio repair costs that exceed 60% of the market value of the radio can be deemed 'Beyond Economic Repair or BER. Common reasons to be considered as BER include: damage to PC boards, unavailability of parts due to discontinuation of radio/parts, liquid damage, etc.
 - v. Repaired radios will have a 90 day warranty.

Radio Maintenance/Annual Service Agreement
 Building & Safety Department/Resolution No. _____

#2.

COMMLine inc.

5563 Sepulveda Blvd., Suite D, Culver City, CA 90230
(Main) 310.390.8003 (Fax) 310.390.4393
www.CommlineInc.com

- c. Loaner Program – Commline will provide complimentary loaner radios/repeaters for each radio/repeater sent in for repair. Additional loaners can be requested if needed at no additional cost to the customer. Lost or damaged loaner radios will be invoiced separately at full retail price.
- d. Preventative Maintenance – Commline will provide scheduled onsite maintenance once every 6 month of existing repeater and console infrastructure at no additional cost.
- e. Firmware Upgrades – Commline will provide scheduled firmware upgrades as available at no additional cost.
- f. Commline will provide the customer notification of firmware upgrades within 30 days of release from the manufacture.
- g. Programming of Call/Group Matrix – Commline will provide fleet level programming. Programming requests are not to exceed one request per calendar quarter.

VI. Financial Terms & Obligations

- a. The Customer will provide payment of **\$3,840.00** per month to cover the above listed services.

Qty	Item/Description	Unit Price	Ext Price
60	XPR Portables	\$4.00	\$240.00
3	XPR Mobiles	\$6.00	\$18.00
1	XPR Repeater 8300	\$50.00	\$50.00
	Monthly Total		\$320.00
	Annual Total		\$3,840.00

VII. Extension & Termination Options

- a. An optional 3 year extension can be exercised by the Customer at the end of the current contract period at an adjusted rate.
- b. Upon termination the Customer will provide Commline with 30 day notice
- c. The Customer can terminate this contract in the event Commline does not provide services outlined in this contract to an acceptable level.

Radio Maintenance/Annual Service Agreement
Building & Safety Department/Resolution No. _____

COMMLine inc.

5563 Sepulveda Blvd., Suite D, Culver City, CA 90230
(Main) 310.390.8003 (Fax) 310.390.4393
www.CommlineInc.com

COMMLine, Inc

By _____

Dated: _____

City of Compton (Customer)

Approved by:

By _____ Dated: _____
Jerome Groomes, City Manager

Approved as to form:

By _____ Dated: _____
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _____ By: _____
Alita Godwin, City Clerk

Radio Maintenance/Annual Service Agreement
Building & Safety Department/Resolution No. _____

#2.

COMMLine inc.

5563 Sepulveda Blvd., Suite D, Culver City, CA 90230
(Main) 310.390.8003 (Fax) 310.390.4393
www.CommlineInc.com

APPENDIX A. – Radio Inventory

Motorola XPR6550

Serial numbers

037THE1614
037THC0217
037THC0333
037THC0339
037THC0342
037THC0433
037THC0632
037THC0635
037THC0652
037THC0666
037THC0676
037THC0678
037THC0681
037THC0683
037THC0780
037THC0789
037THC0795
037THC12185
037THC1893
037THC1894
037THC1914
037THC1915
037THC1923
037THC1926
037THC2012
037THC2144
037THG5264

Motorola XPR6550

Serial numbers

037THG5274
037THL4000
037THL4037
037THL4040
037THL4047
037THN7994
037THN8005
037THS1617
037THS1618
037THC0693
037THR8005
422HCG4036
037THG4222
037TJC0685
037THC2169
037THC2178
037THC2183
037THC2186
037THC2195
037THQ2536
037THG1274
037THG2408
037THG2417
037THG2430
037THG2432
037THG4224
037THG4228

Motorola XPR4550

Serial Numbers

038THC2882
038THE0620
038THG1147
038THG1835
038THG1835

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Law Enforcement

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A SERVICE AGREEMENT AND TO ISSUE A PURCHASE ORDER TO COMMLINE, INC. FOR THE SUBSEQUENT MAINTENANCE OF MOBILE AND PORTABLE RADIO EQUIPMENT (\$6,000.00)

David Dent
DEPARTMENT MANAGER’S SIGNATURE

12/13/2016 3:55:03 PM
DATE

REVIEW / APPROVAL

Merle Greene
CITY ATTORNEY

12/20/2016 5:31:17 PM
DATE

Robert Torrez
CITY CONTROLLER

12/14/2016 5:34:55 PM
DATE

Jerome Groomes
CITY MANAGER

12/14/2016 5:06:37 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.

January 3, 2016

TO: MAYOR AND COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO
APPROVE A PURCHASE ORDER WITH SMART & FINAL FOR
THE PURCHASE OF CUSTODIAL AND CLEANING SUPPLIES
(\$15,000)**

SUMMARY

This resolution authorizes a purchase order in the amount of \$15,000.00 with Smart & Final to compensate the vendor for the purchase of Fire Department facility cleaning supplies for Fiscal Year 2016-2017.

BACKGROUND

Fire Department Administration is responsible for the care and maintenance of four Fire Stations. Smart & Final provides a one-stop shop for cleaning solutions and utensils for maintenance at the various Fire Department facilities.

STATEMENT OF ISSUE

Smart & Final is the Fire Department's main provider of custodial supplies. On occasion, the Fire Department will make purchases from Home Depot and Mid-City Hardware who are also hardware vendors located in the City of Compton. Neither of these vendors provides formal quotes or proposals. Therefore, the only other way to compare these vendors was to select a set of products that each vendor carried and compare for quality, price and availability (amount in stock). The Fire Department performed this task and determined that cleaning solutions and utensils were more abundantly available at Smart & Final (see attached price comparison chart). It was also determined that Home Depot and Mid-City Hardware failed to stock many of the cleaning supplies that are needed by the Fire Department. Further, the Smart & Final Store Managers are more accessible and available to accommodate to the Fire Department's needs.

ALTERNATIVE

Alternatives are to purchase cleaning supplies from the other vendors (e.g. Home Depot or Mid-City Hardware) at a higher price point and risk unavailability of specific types and quantities of supplies needed by the Department.

#3.

Staff Report – Resolution Authorizing P.O.
Smart & Final – Custodial Supplies (CFD)
January 3, 2016, page 2

FISCAL IMPACT

There is no further impact to the 2016/17 Fiscal Year budget. Sufficient funds have been budgeted in Account No.: 1001 690 000 229 of the Fire Department's budget.

RECOMMENDATION

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

**BRYAN BATISTE, (ACTING) FIRE CHIEF
COMPTON FIRE DEPARTMENT**

APPROVED FOR FORWARDING:

**JEROME G. GROOMES
INTERIM CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO APPROVE A PURCHASE ORDER WITH SMART & FINAL FOR THE PURCHASE OF CUSTODIAL AND CLEANING SUPPLIES (\$15,000)

WHEREAS, cleaning solutions and utensils are needed to maintain the four Compton Fire Stations; and

WHEREAS, the Fire Department compared the prices, quality and availability of a variety of custodial and cleaning products needed amongst the three (3) local vendors and determined that cleaning solutions and utensils were more abundantly available at Smart & Final and at a reasonable costs; and

WHEREAS, Smart & Final provides a one-stop shop at a competitive cost for the products that the Fire Department needs; and

WHEREAS, funds have been budgeted in Account No.: 1001 690 004 229 of the Fire Department's budget for this expenditure.

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

SECTION 1. That the City Manager is hereby authorized to issue a purchase order with Smart & Final in the amount of Fifteen Thousand Dollars (\$15,000.00) for the purchase of custodial and cleaning supplies for the Fire Department for Fiscal Year 2016-2017.

SECTION 2. That funds in the amount of \$15,000.00 are available in the Fire Department's 2016-2017 Fiscal Year budget in Account No. 1001 690 000 4229.

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

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

ADOPTED this ____ day of _____, 2017.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

Resolution No. _____
Page 2

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 _____, 2017.

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

RETAIL COMPARISON CHART

STORE NAME	Pine Sol	Windex	Borax	Degreaser
MID CITY TRUE VALUE	\$15.99	\$4.99	\$6.39	\$19.90
Quantity	7	4	1	3
SMART AND FINAL	\$9.97	\$3.17	\$6.97	\$9.98
Quantity	11	36	21	28
HOME DEPOT	\$9.99	\$3.39	\$5.79	\$11.99
Quantity	4	9	4	35

#3.

55/50/40 gal Trash Bags	Tile, Tub Cleaner	Glass Cleaner	Spray Bottles	Fabuloso	Bleach	Push Broom	TOTAL
\$9.99	\$13.99	\$13.99	\$3.59	\$13.99	\$7.99	\$17.99	\$128.80
5	3	2	7	3	2	2	

\$14.97	\$10.57	\$8.97	\$1.72	\$5.47	\$4.39	\$19.97	\$96.15
69	5	10	186	16	108	11	

\$16.99	\$8.99	\$6.49	\$4.19	\$10.49	\$1.79	\$22.99	\$103.09
15	5	6	10	4	50	3	

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 APPROVE A PURCHASE ORDER WITH SMART & FINAL FOR THE PURCHASE OF CUSTODIAL AND CLEANING SUPPLIES (\$15,000)

Bryan Batiste
DEPARTMENT MANAGER’S SIGNATURE

12/15/2016 4:40:31 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

12/28/2016 7:32:07 PM
DATE

Robert Torrez
CITY CONTROLLER

12/22/2016 10:59:15 AM
DATE

Jerome Groomes
CITY MANAGER

12/19/2016 2:00:06 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.

January 3, 2017

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: HONORABLE CITY TREASURER

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

SUMMARY

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

BACKGROUND

On September 6, 2016, the City Council adopted Resolution No. 24,415, which identified certain City employees as authorized signatories to sign checks and/or warrants on behalf of the City of Compton. As of December 7, 2016 authorized City employees are no longer employed with the City.

STATEMENT OF ISSUE

Due to recent personnel changes, the current list of designated City employees authorized to be signatories on certain City account (as authorized by Resolution No. 24,415) requires revision; more specifically, to add the new Interim Deputy City Controller and delete former employees.

ALTERNATIVE

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

FISCAL IMPACT

None.

#4.

Staff Report –
Revise List of Authorized Employee Signatories
January 3, 2017, page 2

RECOMMENDATION

Staff recommends that the Council adopt the attach Resolution.

**DOUGLAS SANDERS
CITY TREASURER**

APPROVED FOR FORWARDING:

**JEROME G. GROOMES
INTERIM CITY MANAGER**

RESOLUTION NO. _____

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

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

WHEREAS, on September 6, 2016, the City Council adopted Resolution No. 24,415, which identified certain City employees as authorized signatories to sign checks and/or warrants on behalf of the City of Compton, however, as the need arises it may become necessary to revise and update this list for various reasons; and

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

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

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

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

GROUP I (Department of the Treasurer):

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

and

GROUP II (Department of the Controller):

- D. Bob Torrez, City Controller (Interim)
or
- E. Brandon Mims, Deputy City Controller (Interim)
or
- F. Jocelyn Logan, Accountant I

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

- GROUP I: Authorized signers A, B and C**
- GROUP II: Authorized signers D, E, and F**

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

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

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

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

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

ADOPTED this ____ day of _____, 2017.

RESOLUTION NO. _____
Page 3

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita L. Godwin, City Clerk of the City of Compton hereby certify that the foregoing Resolution was adopted by City Council of the City of Compton, signed by the Mayor and attested by the Clerk at a regular meeting thereof held on the ____ day of _____, 2017.

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

January 3, 2017

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: DOUGLAS SANDERS, CITY TREASURER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE INVESTMENT OF MONIES IN THE LOCAL
AGENCY INVESTMENT FUND (LAIF) OF THE STATE OF CALIFORNIA
AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH AND
UPDATING THE LIST OF AUTHORIZED PERSONS**

SUMMARY:

This resolution will authorize the deposit and withdrawal of City of Compton funds in the Local Agency Investment Fund of the State of California ("LAIF"). Additionally, it will update the list of positions that are authorized to execute transactions associated with City funds invested in the LAIF.

BACKGROUND:

The Local Agency Investment Fund is a voluntary program created by statute. It began in 1977 as an investment alternative for California's local governments and special districts and it continues today under Treasurer Bill Lockyer's administration. The enabling legislation for the LAIF is Sections 16429.1 *et seq.* of the California Government Code.

This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office investment staff at no additional cost to the taxpayer. It is in the best interest of the City to continue to use LAIF as it allows the City to achieve a higher rate of return on its idle funds than the City could on its own while maintaining a high degree of safety and liquidity.

STATEMENT OF ISSUE:

The City of Compton has a list of positions from the City Treasurer's Office that are authorized to make LAIF deposits and withdrawals. As the need arises it is necessary to change that list to reflect the current staffing of the office. In this case an additional position is being added to the list. In addition as a result of a recent audit of its practices, LAIF now requires that participating agencies have current resolutions that grant authority to the agency's officers to make LAIF deposits and withdrawals. This resolution addresses both of the issues.

#5.

Staff Report – Resolution Authorizing Investment
City Funds in LAIF & Updating Authorized Persons
January 3, 2017, page 2

ALTERNATIVE:

There is no alternative that would allow the City to continue to invest in LAIF and increase the number of authorized positions.

FISCAL IMPACT:

There is no fiscal impact resulting from this resolution.

RECOMMENDATION:

Staff requests that the City Council adopt the attached Resolution.

DOUGLAS SANDERS
CITY TREASURER

APPROVED FOR FORWARDING:

JEROME GROOMES
INTERIM CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND (LAIF) OF THE STATE OF CALIFORNIA AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH AND UPDATING THE LIST OF AUTHORIZED PERSONS

WHEREAS, the Local Agency Investment Fund is established in the State Treasury under Government Code Sections 16429.1 *et seq.* for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code Section 16429.1 *et seq.* for the purpose of investments as provided therein is in the best interests of the City of Compton; and

WHEREAS, it is necessary to update from time to time the list of persons authorized to execute transactions related to the Local Agency Investment Fund.

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

Section 1. That the deposit and withdrawal of City of Compton funds in the Local Agency Investment Fund in the California State Treasury is hereby authorized in accordance with Government Code Sections 16429.1 *et. seq.* for the purpose of investment as provided therein.

Section 2. That the following named persons holding the title(s) specified below or their successors in office are hereby authorized to order the deposit or withdrawal of City of Compton funds in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution:

Office of the City Treasurer:

Douglas Sanders, City Treasurer
or
Claudia Mijares, Chief Deputy Treasurer
or
Ralph Salgado, Deputy Treasurer

Section 3. That this Resolution shall remain in full force and effect until rescinded by the City Council of the City of Compton by resolution and a copy of the resolution rescinding this Resolution is filed with the State Treasurer's Office.

Section 4. That any and all prior resolutions authorizing persons to execute such transactions are hereby rescinded and declared null and void.

Section 5. That the City Clerk shall certify sufficient copies of this Resolution for the City Treasurer to transmit to the State Treasurer's Office.

Section 6. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Treasurer and the City Clerk.

RESOLUTION NO. _____
PAGE 2

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

ADOPTED this ____ day of _____, 2017.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita L. Godwin, City Clerk of the City of Compton hereby certify that the foregoing Resolution was adopted by City Council of the City of Compton, signed by the Mayor and attested by the Clerk at a regular meeting thereof held on the ____ day of _____, 2017.

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

January 3, 2017

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: SHAWNA J. HOLMQUIST, (ACTING) DIRECTOR
HUMAN RESOURCES DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION
PLAN REVISING THE CLASSIFICATION SPECIFICATIONS OF
REPROGRAPHICS EQUIPMENT OPERATOR I, REPROGRAPHICS
EQUIPMENT OPERATOR II, PUBLIC WORKS INSPECTOR AND FIRE
ENGINEER**

SUMMARY

The City Council will consider a resolution amending the Position Classification Plan to revise the classification specifications of Reprographics Equipment Operator I, Reprographics Equipment Operator II, Public Works Inspector and Fire Engineer.

BACKGROUND

The City Manager authorized a review of the City's current Position Classification Plan for the positions of Reprographics Equipment Operator I, Reprographics Equipment Operator II, Public Works Inspector and Fire Engineer.

The City and representatives of the applicable employee bargaining unions met, conferred and agreed regarding the proposals to amend the Position Classification Plan as follows:

1. Met with Firefighters Local 2216 on May 25, 2016 re proposed revisions to classification specification of Fire Engineer.
2. Met with Service Employees International Union ("SEIU"), Maintenance & Trades Local 721 on June 13, 2016 re proposed revisions to classification specification of Public Works Inspector
3. Met with Compton Management Employees Association ("CMEA")/AFSCME Local 2325 and Local Union of Municipal Non-Supervisory Employees ("LUMNSE")/AFSCME Local 3947 re proposed revisions to classification specifications of Reprographics Equipment Operator I & II.

#6.

Staff Report – Resolution Amending Classification Plan Revise Fire Engineer, P/W Inspector, Repro Equip Operator I & II January 3, 2017

Subsequent to conducting a properly noticed and public hearing pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter, the Personnel Board approved the proposed revisions to the classification specifications of Fire Engineer, Public Works Inspector and Reprographics Operator I & II and recommended approval and adoption thereof to the City Council at its meetings conducted on August 15, 2016 (Fire Engineer), September 15, 2016 (Public Works Inspector) and November 17, 2016 (Reprographics).

STATEMENT OF ISSUE

After review, staff has determined it to be fair and necessary to amend the Classification Plan by modifying the following classification specifications: Reprographics Equipment Operator I, Reprographics Equipment Operator II, Public Works Inspector and Fire Engineer.

The amendments to the Fire Engineer classification is the addition of the Class C license with a firefighter endorsement and the possession of a current National Registry Emergency Medical Technician Certification approved by the Los Angeles County Emergency Medical Services Agency (“EMSA”) at the time of application.

The primary amendment to the Public Works Inspector classification is to specifically require experience in public works construction instead of general construction as a minimum requirement.

Several modifications were made to the Reprographics Equipment Operator I & II classifications. The primary revisions to the specifications include adding the duties of security and confidentiality of records and information; also responsibility for document management and destruction in accordance with the records retention schedule. Additionally, this classification was reassigned from “Miscellaneous Employee” to the LUMNSE/AFSCME Local 3947 employee bargaining unit.

These revisions will update the existing Classification Plan.

FISCAL IMPACT

The salaries for the above proposed revised classifications; except for Reprographics Equipment Operator I, which is currently unfunded; are already included in the City’s 2016-2017 Fiscal Year’s budget; therefore no anticipated fiscal impact will result from approving the requested action.

Staff Report – Resolution Amending Classification Plan
Revise Fire Engineer, P/W Inspector, Repro Equip Operator I & II
January 3, 2017

RECOMMENDATION

It is recommended that the proposed resolution be adopted by the City Council.

**SHAWNA J. HOLMQUIST, (ACTING) DIRECTOR
HUMAN RESOURCES DEPARTMENT**

APPROVED FOR FORWARDING:

**JEROME G. GROOMES
INTERIM CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN REVISING THE CLASSIFICATION SPECIFICATIONS OF REPROGRAPHICS EQUIPMENT OPERATOR I, REPROGRAPHICS EQUIPMENT OPERATOR II, PUBLIC WORKS INSPECTOR AND FIRE ENGINEER

WHEREAS, the City Manager authorized a review of the City's current Position Classification Plan for the positions of Reprographics Equipment Operator I, Reprographics Equipment Operator II, Public Works Inspector and Fire Engineer; and

WHEREAS, the City and representatives of the applicable employee bargaining unions met, conferred and agreed regarding the proposals to amend the Position Classification Plan as follows:

1. Met with Firefighters Local 2216 on May 25, 2016 re proposed revisions to classification specification of Fire Engineer.
2. Met with Service Employees International Union ("SEIU"), Maintenance & Trades Local 721 on June 13, 2016 re proposed revisions to classification specification of Public Works Inspector
3. Met with Compton Management Employees Association ("CMEA")/AFSCME Local 2325 and Local Union of Municipal Non-Supervisory Employees ("LUMNSE")/AFSCME Local 3947 re proposed revisions to classification specifications of Reprographics Equipment Operator I & II; and

WHEREAS, subsequent to conducting properly noticed and public hearings pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter, the Personnel Board approved the proposed revisions to the classification specifications of Fire Engineer, Public Works Inspector and Reprographics Operator I & II and recommended approval and adoption thereof to the City Council at its meetings conducted on August 15, 2016 (Fire Engineer), September 15, 2016 (Public Works Inspector) and November 17, 2016 (Reprographics); and

WHEREAS, the salaries for the above proposed revised classifications; except for Reprographics Equipment Operator I, which is currently unfunded; are already included in the City's 2016-2017 Fiscal Year's budget; therefore no anticipated fiscal impact will result from approving the requested action.

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

Section 1. That the existing classification specifications for the Fire Engineer, Public Works Inspector and Reprographics Equipment Operator I & II positions are hereby abolished.

Section 2. That the revised classification specifications for the Fire Engineer, Public Works Inspector and Reprographics Equipment Operator I & II positions are hereby approved and added to the City of Compton Position Classification Plan.

Section 3. That a duly certified copy of this Resolution shall be filed with the offices of the City Manager, City Controller, City Clerk, Fire, Public Works and Human Resources Departments.

Resolution No. _____
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Section 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Resolution.

ADOPTED this _____ day of _____, 2017.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

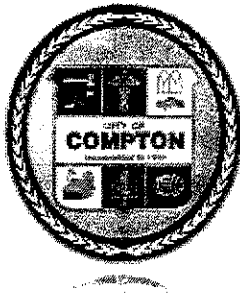
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON: ss

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 _____, 2017.

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

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

CITY CLERK OF THE CITY OF COMPTON



City of Compton		
REPROGRAPHICS EQUIPMENT OPERATOR I		
Department: City Clerk	Class Code:	5525
Revised Date: August 2016	FLSA Status:	Non-Exempt
Personnel Board Approved: 11/17/16	Bargaining Unit: LUMNSE	
Council Approved: <i>Resolution No.</i>		

GENERAL PURPOSE: Under general supervision of the Reprographics Services Manager or Printing Services Supervisor; operates and performs routine cleaning or maintenance on high speed programmable electrostatic photocopying and related bindery equipment used in the reproduction and binding of forms, correspondence, reports and other materials in the centralized reprographic section/unit of the City; and performs other related duties.

SUPERVISION RECEIVED/EXERCISED: Works under the general supervision the City Clerk or Chief Deputy City Clerk and the direct supervision of the Reprographics Services Manager or Printing Services Supervisor; does not exercise supervisory responsibilities.

DISTINGUISHING CHARACTERISTICS: This position is distinguished from the Reprographics Equipment Operator II in that operation of offset presses is not the primary work assignment. An incumbent's primary work assignment consists of operating a high speed electrostatic photocopy machine and related bindery equipment and may operate duplicating equipment.

PRIMARY DUTIES AND RESPONSIBILITIES:

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

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

- Operates high speed programmable electrostatic photocopy equipment to reproduce various documents according to specific requirements which may include: paper size, composition, color, or reduction of oversize originals to specified dimensions.
- Operates a variety of equipment used to bind, hole punch, staple or cut reproduced materials in accordance with written requests.
- Operates paper collating, folding, letter inserting and stamping equipment to prepare such items as water bills, licenses or a variety of other documents for mailing.
- Maintains and enforces all aspects of security and confidentiality of records and information.
- Responsible for document management and destruction in accordance with the records retention schedule under direction of the City Clerk.
- Receives, verifies and stocks office supply.
- Assists City employees in filling their office materials supply requests.
- Performs other duties as assigned or required.

MINIMUM QUALIFICATIONS:

Education and Experience:

Possession of a High School diploma, G.E.D. or equivalent; AND one (1) year of experience in the operation and minor maintenance of programmable electrostatic copiers and a variety of offset and commercial bindery equipment. A certificate of completion in off-set printing or related field may be accepted in lieu of experience.

#6. City of Compton Reprographics Equipment Operator I

Required Licenses or Certifications:

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

Required Knowledge of:

- Office practices including how to answer phone calls and use of office forms
- Stockroom and inventory procedures
- General operation of a wide variety of office equipment

Required Skill / Ability to:

- Operate programmable reprographic equipment;
- Perform simple routine maintenance on a variety of mechanical equipment used in conjunction with reprographic and related duties;
- Understand and carry out oral and written instructions on average complexity;
- Learn and follow stockroom procedures;
- Operate computer film output equipment;
- Operate small offset equipment;
- Mix chemicals in the preparation of developers and fixing solutions;
- Operate folder equipment and perforators;
- Operate paper cutter;
- Operates small offset equipment;
- Work cooperatively with City employees, the public and other agencies;
- Meet physical and health status requirements for this classification and work category as described in the City's Medical Standards.

Physical Demands / Work Environment:

- Work is performed indoors in an office environment;
- Work may require frequent standing, walking, bending and lifting up to 50 pounds;
- May be exposed to repetitive motion, vision to monitor, background noise, dangerous machinery and hazardous chemicals.

CURRENT CLASIFICATION SPECIFICATION

CITY OF COMPTON REPROGRAPHICS EQUIPMENT OPERATOR I

DEFINITION

Under supervision, to operate and perform routine cleaning or maintenance on high speed programmable electrostatic photocopying and related bindery equipment used in the reproduction and binding of forms, correspondence, reports and other materials in the centralized reprographic section/unit of the City; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This position is distinguished from Reprographics Equipment Operator II in that operation of offset presses is not the primary work assignment. An incumbent's primary work assignment consists of operating a high speed electrostatic photocopy machine and related bindery equipment and may operate duplicating equipment.

EXAMPLES OF DUTIES

- Operates high speed programmable electrostatic photocopy equipment to reproduce various documents according to specific requirements which may include: paper size, composition, color, or reduction of oversize originals to specified dimensions
- Operates a variety of equipment used to bind, hole punch, staple or cut reproduced materials in accordance with written requests
- Operates paper collating, folding, letter inserting and stamping equipment to prepare such items as water bills, licenses or a variety of other documents for mailing
- Receives, verifies and stocks office supply
- Assists City employees in filling their office material supply requests.

MINIMUM QUALIFICATIONS

Knowledge of:

- Office practices including how to answer phone calls and use of office forms
- Stockroom and inventory procedures
- General operation of a wide variety of office equipment

Reprographics Equipment Operator I
City of Compton
Page 2

Ability to:

- Operate programmable reprographic equipment
- Perform simple routine maintenance on a variety of mechanical equipment used in conjunction with reprographic and related duties
- Understand and carry out oral and written instructions of average complexity
- Learn and follow stockroom procedures
- Operate computer film output equipment
- Operate small offset equipment
- Mix chemicals in the preparation of developers and fixing solutions
- Operate folder equipment and perforators
- Operate paper cutter
- Operates small offset equipment
- Work cooperatively with City employees, the public and other agencies
- Meet physical and health status requirements for this classification and work category as described in the City's Medical Standards

Experience

Three years of recent experience in the operation and minor maintenance of programmable electrostatic copiers and a variety of offset and commercial bindery equipment.

Education

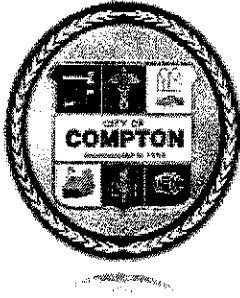
Graduation from high school or equivalent.

License

Possession of or ability to obtain an appropriate operator's license – issued by the California State Department of Motor Vehicles.

Personnel Board: 05/17/07

City Council: 07/24/07, Res. #22,398



City of Compton		
REPROGRAPHICS EQUIPMENT OPERATOR II		
Department: City Clerk	Class Code:	5526
Revised Date: August 2016	FLSA Status:	Non-Exempt
Personnel Board Approved: 11/17/16	Bargaining Unit: LUMNSE	
Council Approved: <i>Resolution No.</i>		

GENERAL PURPOSE: Under general supervision of the Reprographics Services Manager or Printing Services Supervisor, act as a lead over the Reprographics Equipment Operator I; operates and performs minor maintenance on varied duplicating equipment used in the reproduction of forms, correspondence, reports and related materials; and performs other related duties.

SUPERVISION RECEIVED/EXERCISED: Works under the general supervision the City Clerk or Chief Deputy City Clerk and the direct supervision of the Reprographics Services Manager or Printing Services Supervisor; does not exercise supervisory responsibilities.

DISTINGUISHING CHARACTERISTICS: This position is distinguished from the Reprographics Equipment Operator I in that operation of a high-speed electrostatic photocopy machine and related bindery equipment is not the primary work assignment. An incumbent's primary work assignment consists of operating two-color and single-color offset presses and run 4/color process work. This position is distinguished from the Reprographics Services Manager in that an incumbent does not supervise the employees in the centralized reprographic section/unit of the City as a primary work assignment.

PRIMARY DUTIES AND RESPONSIBILITIES:

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

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

- Operate two-color and single-color offset presses in reproducing a wide variety of standardized forms, correspondence, charts, reports, records, and special publications 4/color process work.
- Makes minor repairs and adjustments to machines used; fabricates multilith plates incorporating lay-out, preparation, and development procedures.
- Operates paper cutter; Operates folder equipment and perforators.
- Mixes PMS (Pantone Matching System) inks.
- Operates computer film output equipment.
- Mixes chemicals in the preparation of developers and fixing solutions.
- Assists in keeping inventory of stock and estimating supplies and materials needed.
- Assists in ordering supplies and materials.
- Maintains and enforces all aspects of security and confidentiality of records and information.
- Responsible for document management and destruction in accordance with the records retention schedule under direction of the City Clerk.
- Instructs other Reprographics Services employees in the operation of the offset presses and in the routine tasks of the duplicating process.
- Performs other duties as assigned or required.

#6. City of Compton Reprographics Equipment Operator II

MINIMUM QUALIFICATIONS:

Education and Experience:

Possession of a High School diploma, G.E.D. or equivalent; ~~AND successful completion of college-level credits in the arts, art illustration, printing, graphic arts;~~ AND three (3) years of experience in the operation and minor maintenance of large offset printing presses and variety of duplicating machines and office equipment. A certificate of completion in off-set printing or related field may be accepted in lieu of experience. College-level units in the arts, art illustration, printing or graphic arts preferred.

Required Licenses or Certifications:

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

Required Knowledge of:

- Office practices including how to answer phone calls and use of office forms
- Ordering procedures, inventory methods
- General operation of a wide variety of office equipment

Required Skill / Ability to:

- Operate of two-color and single-color offset presses and produce neat and accurate print of reports; forms, correspondence and other documents;
- Inventory and determine office and equipment supply needs, and assist in ordering same;
- Instruct fellow workers in the use of equipment, and the procedures and processes involved in duplicating.

Physical Demands / Work Environment:

- Work is performed indoors in an office environment;
- Work may require frequent standing, walking, bending and lifting up to 50 pounds;
- May be exposed to repetitive motion, vision to monitor, background noise, dangerous machinery and hazardous chemicals.

CURRENT CLASIFICATION SPECIFICATION

CITY OF COMPTON REPROGRAPHICS EQUIPMENT OPERATOR II

DEFINITION

Under general supervision, to operate and perform minor maintenance on varied duplicating equipment used in the reproduction of forms, correspondence, reports and related materials; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This position is distinguished from the Reprographics Equipment Operator I in that operation of a high-speed electrostatic photocopy machine and related bindery equipment is not the primary work assignment. An incumbent's primary work assignment consists of operating two-color and single-color offset presses and run 4/color process work. This position is distinguished from the Reprographics Services Manager in that an incumbent does not supervise the employees in the centralized reprographic section/unit of the City as a primary work assignment.

EXAMPLES OF DUTIES

- Operate two-color and single-color offset presses in reproducing a wide variety of standardized forms, correspondence, charts, reports, records, and special publications 4/color process work;
- Makes minor repairs and adjustments to machines used; fabricates multilith plates incorporating lay-out, preparation, and development procedures;
- Operates paper cutter;
- Operates folder equipment and perforators;
- Mixes pms inks
- Operates computer film output equipment;
- Mixes chemicals in the preparation of developers and fixing solutions;
- Assists in keeping inventory of stock and estimating supplies and materials needed;
- Assists in ordering supplies and materials;
- Instructs other Reprographics Services employees in the operation of the offset presses and in the routine tasks of the duplicating process.

WORK ENVIRONMENT AND PHYSICAL REQUIREMENTS

Work is performed in an office environment. Work may require frequent standing, walking, bending and lifting up to 50 pounds. May be exposed to

Reprographics Equipment Operator II
City of Compton
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repetitive motion, vision to monitor, background noise, dangerous machinery and hazardous chemicals.

MINIMUM QUALIFICATIONS

Knowledge of:

- Office practices including how to answer phone calls and use of office forms
- Ordering procedures, inventory methods
- General operation of a wide variety of office equipment

Ability to:

- Operate two-color and single-color offset presses and produce neat and accurate print of reports, forms, correspondence and other documents;
- Inventory and determine office and equipment supply needs, and assist in ordering same;
- Instruct fellow workers in the use of equipment, and the procedures and processes involved in duplicating.

Education

Graduation from high school or equivalent.

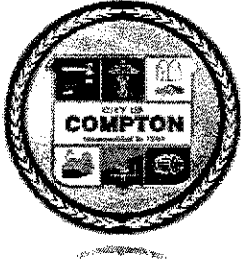
Experience

Five or more years of experience in the operation and minor maintenance of large offset printing presses and a variety of duplicating machines and office equipment.

License or Certificate:

Possession of or ability to obtain an appropriate operator's license – issued by the California State Department of Motor Vehicles.

Personnel Board: 05/17/07
City Council: 07/24/07, Res. 22,398



City of Compton		
PUBLIC WORKS INSPECTOR		
Department: Public Works	Class Code:	5112
Revised Date: March 2009	FLSA Status:	Non-Exempt
Personnel Board Approved: 09/15/16	Bargaining Unit: SEIU – Maintenance and Trades	
Council Approved:		

GENERAL PURPOSE: Under general supervision, performs inspections of public works construction projects to ensure compliance with specifications and to protect the health, safety, and welfare of the public; performs related work as assigned.

SUPERVISION RECEIVED/EXERCISED: Works under the general supervision of the Assistant City Engineer; does not have supervisory responsibilities.

PRIMARY DUTIES AND RESPONSIBILITIES:

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

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

- Inspects construction work to insure compliance with the construction documents; insures conformance to city standards; insures that any/all work encroaching upon public right-of-way shall be compliant and have no adverse impact; insures the protection of public health, safety, and welfare.
- Inspects all phases of public works construction projects, including but not limited to, trenching, pipe installation, manholes, water or sewer services, fire lines and hydrants, pump stations, air release units and structures, roadways, sidewalks, landscapes, base installations, etc.
- Inspects all phases of encroachment permit(s) work for compliance and that all work/improvement conforms to city standards and specifications to protect the health, safety and welfare of the public.
- Maintains records of ongoing construction for as-built references, pay request approval and plan verification.
- Prepares or completes various forms, reports, correspondence, monitoring sheets, checklists, inspection reports, notices to comply, stop work orders or other documents.
- Prepares and maintains accurate records, reports of inspection/construction activities; generates electronic reports from field inspection data.
- Attends pre-construction meetings with City engineers and reviews plans for public works construction projects.
- Conducts final walk-through of construction projects.
- Responds to questions, concerns and complaints regarding construction projects.
- Assists with counter duties and responds to public information requests; encroachment permit requests/applications; coordinates inspection schedule for compliance and proper closeout of encroachment permits, inspection requests, etc.
- Exhibits a professional, service oriented attitude toward customers and maintains productive working relationships.
- Operates a motor vehicle, personal computer, general office equipment, measuring devices, camera or other equipment as necessary to complete essential functions, including the use of word processing, database, e-mail, Internet or other computer programs.

#6. City of Compton Public Works Inspector

PRIMARY DUTIES AND RESPONSIBILITIES (Continued):

- Follows safety procedures, utilizes safety equipment, and monitors work environment to ensure safety of employees and other individuals.
- Have a working familiarity and knowledge of: Greenbook (latest edition), WATCH Manual, Standard Specifications for Public Works Construction, Cal-OSHA standards, public works standards and operations.
- Coordinates inspection activities with other inspectors, other departments, property owners, contractors, utility companies or other individuals; communicates with supervisor, employees, other departments, property owners, contractors, engineers, utility companies, local or state agencies as needed to coordinate work activities, review status of work, exchange information or resolve problems.
- Maintains a comprehensive, current knowledge of applicable codes, regulations, and standards; maintains an awareness of new methods, materials and trends in the profession; attends seminars, workshops, and training sessions as appropriate.
- Performs other duties as assigned or required.

MINIMUM QUALIFICATIONS:

Education and Experience:

High School diploma or GED equivalent supplemented by vocational/technical training in the construction trades; AND five (5) years of public works construction trades experience; OR one (1) year experience as a public works construction inspector OR an equivalent combination of education and experience.

Required Licenses or Certifications:

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

Required Knowledge of:

- City organization, operations, policies and procedures.
- Principles and practices of the construction industry and building trades.
- Principles of project cost accounting.
- Construction inspection principles and techniques.
- Methods, materials, equipment, and safety hazards of construction projects.

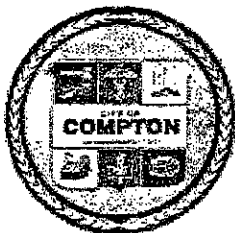
Required Skill in:

- Interpreting and applying statutes, rules, ordinances, codes and regulations.
- Interpreting construction specifications, plans/drawings and comparing as-built information with engineering drawings, plans, maps and specifications for compliance.
- Checking details, estimates, plans, and specifications of projects.
- Detecting deviations from plans, regulations, and standard construction practices.
- Assessing and prioritizing multiple tasks, projects and demands.
- Resolving problems related to construction projects, contractor compliance and project design.
- Operating a personal computer utilizing a variety of business software.
- Effective communication, both verbal and written.
- Establishing and maintaining cooperative working relationships with employees, contractors and the public.

Physical Demands / Work Environment:

- Work is performed primarily outdoors with considerable time spent in moderate temperatures (80 to 90 degrees) with exposure to the elements.
- Work will require frequent driving, walking, climbing uneven surfaces, stretching, bending, and crawling.
- Work will require excellent color discrimination and vision.

- On occasion exposure to wet surfaces, large amounts of dust and exposure to dangerous machinery, moving traffic and/or hazardous materials.



City of Compton		
PUBLIC WORKS INSPECTOR		
Department: Public Works	Class Code:	5112
Revised Date: June 2016	FLSA Status:	Non-Exempt
Personnel Board Approved:	Bargaining Unit: SEIU – Maintenance and Trades	
Council Approved:		

GENERAL PURPOSE: Under general supervision, performs inspections of public works construction projects to ensure compliance with specifications and to protect the health, safety, and welfare of the public; performs related work as assigned.

SUPERVISION RECEIVED/EXERCISED: Works under the general supervision of the Assistant City Engineer; does not have supervisory responsibilities.

PRIMARY DUTIES AND RESPONSIBILITIES:

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

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

- ~~Inspects public works construction projects work to insure and oversees work of contractors to ensure the project meets construction guidelines; compliance with the construction documents; insures conformance to city standards; insures that any/all work encroaching upon public right-of-way shall be compliant and have no adverse impact; insures the and specifications to protection of public the health, safety, and welfare, of the public.~~
- Inspects all phases of public works construction projects, including but not limited to, trenching, pipe installation, manholes, water or sewer services, fire lines and hydrants, pump stations, air release units and structures, roadways, sidewalks, landscapes, base installations, landscaping, etc.
- Inspects all phases of encroachment permit(s) work for compliance and that all work/improvement conforms to city standards and specifications to protect the health, safety and welfare of the public.
- Maintains records of ongoing construction for as-built references, pay request approval and plan verification.
- ~~Prepares or completes various forms, reports, correspondence, monitoring sheets, checklists, inspection reports, notices to comply, stop work orders or other documents.~~
- Prepares and maintains accurate records, reports of inspection/construction activities; generates electronic reports from field inspection data.
- ~~Makes field adjustments and redesign decisions to resolve field problems or conflicts and requests authorization of change orders to resolve problems.~~
- Attends pre-construction meetings with City design engineers and to reviews plans for public works construction projects.
- Conducts final walk-through of construction projects.
- Responds to questions, concerns and complaints regarding construction projects.
- ~~Prepares or completes various forms, reports, correspondence, monitoring sheets, checklists, inspection~~

City of Compton Public Works Inspector

~~reports, notices to comply, stop work orders or other documents. Assists with counter duties and responds to public information requests; encroachment permit requests/applications; coordinates inspection schedule for compliance and proper closeout of encroachment permits, inspection requests, etc.~~

- ~~• Prepares and maintains accurate records of inspection activities; enters inspection data into computer.~~
- Exhibits a professional, service oriented ~~ation~~ attitude toward customers and maintains productive working relationships.
- Operates a motor vehicle, personal computer, general office equipment, measuring devices, camera or other equipment as necessary to complete essential functions, including the use of word processing, database, e-mail, Internet or other computer programs.

PRIMARY DUTIES AND RESPONSIBILITIES (Continued):

- ~~• Follows safety procedures, utilizes safety equipment, and monitors work environment to ensure safety of employees and other individuals.~~
- ~~• Have a working familiarity and knowledge of: Greenbook (latest edition), WATCH Manual, Standard Specifications for Public Works Construction, Cal OSHA standards, public works standards and operations.~~

PRIMARY DUTIES AND RESPONSIBILITIES (Continued):

- Coordinates inspection activities with other inspectors, other departments, property owners, contractors, utility companies or other individuals; communicates with supervisor, employees, other departments, property owners, contractors, engineers, utility companies, local or state agencies as needed to coordinate work activities, review status of work, exchange information or resolve problems.
- Maintains a comprehensive, current knowledge of applicable codes, regulations, and standards; maintains an awareness of new methods, materials and trends in the profession; attends seminars, workshops, and training sessions as appropriate.
- Performs other duties as assigned or required.

MINIMUM QUALIFICATIONS:

Education and Experience:

High School diploma or GED equivalent supplemented by vocational/technical training in the construction trades; AND five (5) years of public works construction trades experience; OR one (1) year experience as a public works construction inspector or building inspector; -OR an equivalent combination of education and experience.

Required Licenses or Certifications:

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

Required Knowledge of:

- Knowledge of: Greenbook (latest edition), WATCH Manual, Standard Specifications for Public Works Construction, Cal OSHA standards, public works standards and operations.
- City organization, operations, policies and procedures.
- Principles and practices of the construction industry and building trades.
- Principles of project cost accounting.
- Construction inspection principles and techniques.
- Methods, materials, equipment, and safety hazards of construction projects.

Required Skill in:

- Interpreting and applying statutes, rules, ordinances, codes and regulations.
- Interpreting construction specifications, plans/drawings and comparing as-built information with engineering drawings, plans, maps and specifications for compliance.
- Checking details, estimates, plans, and specifications of projects.
- Detecting deviations from plans, regulations, and standard construction practices.

#6.

City of Compton
Public Works Inspector

- Assessing and prioritizing multiple tasks, projects and demands.
- Resolving problems related to construction projects, contractor compliance and project design.
- Operating a personal computer utilizing a variety of business software.
- Effective communication, both verbal and written.
- Establishing and maintaining cooperative working relationships with employees, contractors and the public.

Physical Demands / Work Environment:

- Work is performed primarily outdoors with considerable time spent in moderate temperatures (80 to 90 degrees) with exposure to the elements.
- Work will require frequent driving, walking, climbing uneven surfaces, stretching, bending, and crawling.
- Work will require excellent color discrimination and vision.
- On occasion exposure to wet surfaces, large amounts of dust and exposure to dangerous machinery, moving traffic and/or hazardous materials.

•



City of Compton

PUBLIC WORKS INSPECTOR

Department: Public Works	Class Code:	5112
Revised Date: March 2009	FLSA Status:	Non-Exempt
Personnel Board Approved: 10/01/09	Bargaining Unit: SEIU – Maintenance and Trades	
Council Approved: 07/20/10 Resolution No. 23,161		

GENERAL PURPOSE: Under general supervision, performs inspections of public works construction projects to ensure compliance with specifications and to protect the health, safety, and welfare of the public; performs related work as assigned.

SUPERVISION RECEIVED/EXERCISED: Works under the general supervision of the Assistant City Engineer; does not have supervisory responsibilities.

PRIMARY DUTIES AND RESPONSIBILITIES:

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

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

- Inspects public works construction projects and oversees work of contractors to ensure the project meets construction guidelines; conforms to city standards and specifications to protect the health, safety, and welfare of the public.
- Inspects all phases of public construction projects, including but not limited to, trenching, pipe installation, manholes, water or sewer services, fire lines and hydrants, pump stations, air release units and structures, roadways, sidewalks, landscapes, base installations, landscaping, etc.
- Maintains records of ongoing construction for as-built references, pay request approval and plan verification.
- Makes field adjustments and redesign decisions to resolve field problems or conflicts and requests authorization of change orders to resolve problems.
- Attends pre-construction meetings with City design engineers to review plans for public works construction projects.
- Conducts final walk-through of construction projects.
- Responds to questions, concerns and complaints regarding construction projects.
- Prepares or completes various forms, reports, correspondence, monitoring sheets, checklists, inspection reports, notices to comply, stop work orders or other documents.
- Prepares and maintains accurate records of inspection activities; enters inspection data into computer.
- Exhibits a service orientation toward customers and maintains productive working relationships.
- Operates a motor vehicle, personal computer, general office equipment, measuring devices, camera or other equipment as necessary to complete essential functions, including the use of word processing, database, e-mail, Internet or other computer programs.
- Follows safety procedures, utilizes safety equipment, and monitors work environment to ensure safety of employees and other individuals.

#6.

City of Compton
Public Works Inspector

PRIMARY DUTIES AND RESPONSIBILITIES (Continued):

- Coordinates inspection activities with other inspectors, other departments, property owners, contractors, utility companies or other individuals; communicates with supervisor, employees, other departments, property owners, contractors, engineers, utility companies, local or state agencies as needed to coordinate work activities, review status of work, exchange information or resolve problems.
- Maintains a comprehensive, current knowledge of applicable codes, regulations, and standards; maintains an awareness of new methods, materials and trends in the profession; attends seminars, workshops, and training sessions as appropriate.
- Performs other duties as assigned or required.

MINIMUM QUALIFICATIONS:

Education and Experience:

High School diploma or GED equivalent supplemented by vocational/technical training in the construction trades; AND five (5) years construction trades experience; OR one (1) year experience as a construction or building inspector; OR an equivalent combination of education and experience.

Required Licenses or Certifications:

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

Required Knowledge of:

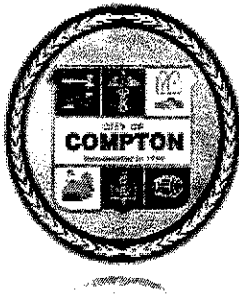
- City organization, operations, policies and procedures.
- Principles and practices of the construction industry and building trades.
- Principles of project cost accounting.
- Construction inspection principles and techniques.
- Methods, materials, equipment, and safety hazards of construction projects.

Required Skill in:

- Interpreting and applying statutes, rules, ordinances, codes and regulations.
- Interpreting construction plans and comparing as-built with engineering drawings, plans, maps and specifications.
- Checking details, estimates, plans, and specifications of projects.
- Detecting deviations from plans, regulations, and standard construction practices.
- Assessing and prioritizing multiple tasks, projects and demands.
- Resolving problems related to construction projects, contractor compliance and project design.
- Operating a personal computer utilizing a variety of business software.
- Effective communication, both verbal and written.
- Establishing and maintaining cooperative working relationships with employees, contractors and the public.

Physical Demands / Work Environment:

- Work is performed primarily outdoors with considerable time spent in moderate temperatures (80 to 90 degrees) with exposure to the elements.
- Work will require frequent driving, walking, climbing uneven surfaces, stretching, bending, and crawling.
- Work will require excellent color discrimination and vision.
- On occasion exposure to wet surfaces, large amounts of dust and exposure to dangerous machinery, moving traffic and/or hazardous materials.



City of Compton		
FIRE ENGINEER		
Department: Fire	Class Code:	7113
Revised Date: July 2016	FLSA Status:	Non-Exempt
Personnel Board Approved: 08/18/16	Bargaining Unit: Compton Firefighters	
Council Approved:		

GENERAL PURPOSE: Under general supervision, to drive a fire apparatus, operate pumping, and other related equipment at the scene of an emergency; to service, maintain and make minor repairs to fire apparatus and firefighting equipment; to fight fires, and to do fire prevention work; and to do related work as required.

SUPERVISION RECEIVED/EXERCISED: Works under the administrative direction of the Fire Captain; serves as Acting Fire Captain in his/her absence.

PRIMARY DUTIES AND RESPONSIBILITIES:

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

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

- The Fire Engineer safely operates apparatus during emergency and non-emergency driving situations.
- Cleans and maintains emergency vehicles and equipment at their assigned station or any other areas assigned to them.
- Properly operates a water pump and water flow through fire hose and appliances.
- Instructs Firefighters in the duties of an Engineer.
- Completes daily apparatus check out logs.
- Completes repair requests forms as needed.
- Completes any other reports as needed.
- Inspects equipment and makes adjustments and repairs.
- Tests water pumps and hoses as needed; administers first aid.
- Operates two-way radio.
- Cleans quarters and equipment.
- Participates in fire drills and exercises.
- Makes inspections of public buildings and prepares reports.
- Obeys, and as required, transmits orders; occasionally acts as relief Captain.
- Performs other duties as assigned or required.

MINIMUM QUALIFICATIONS:

Education and Experience:

Departmental certification as a Relief Engineer for the City of Compton or completion of California State Fire Marshal Apparatus Operator 1A & 1B is required; College level courses in fire hydraulics and fire apparatus is desirable; AND three (3) years of experience as a firefighter in a municipal fire department.

#6. City of Compton Fire Engineer

Required Licenses or Certifications:

- Must possess a valid California Class B restricted driver's license with Air Brake and Tanker endorsements or Class C with Firefighter endorsement.
- Must maintain a current DL51A Medical Card.
- Possession of a current National Registry Emergency Medical Technician certification approved by the Los Angeles County Emergency Medical Services Agency at the time of application and maintain valid certification in good standing throughout employment in this classification.

Required Knowledge of:

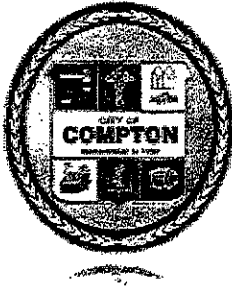
- City organization, operations, policies and procedures.
- City Code, City Ordinances, Standard Operating Manual, personnel policies and procedures, and applicable Memoranda of Understanding.
- Principles and techniques of fire department organization and administration.
- Methods of fire fighting, fire inspection and fire prevention.
- Geography, types of building construction, major fire hazards, water supply, fire and building laws and zoning regulations of the City.
- Appropriate safety precautions and procedures.
- Laws and regulations related to hazardous materials.
- Organizational and management practices applicable to the analysis and evaluation of programs, policies and operational needs.
- Principles and practices of organization, administration and personnel management.
- Principles and practices of budget preparation and administration.

Required Skill in:

- Establishing and maintaining effective working relationships with staff, City departments, elected officials, regulatory agencies, contractors, community groups, local businesses, and the general public.
- Developing and administering budgets and monitoring expenditures.
- Supervising, leading, and delegating tasks and authority.
- Responding effectively to emergency situations.
- Operating a fire apparatus safely and skillfully in accordance with traffic laws and ordinances.
- Operating a personal computer utilizing standard and specialized software.
- Establishing and maintaining effective working relationships with co-workers and the public.
- Effective verbal and written communication.

Physical Demands / Work Environment:

- Some work is performed in a standard office environment.
- Work may be performed outdoors with time spent in moderate to high temperatures (above 90 degrees) with exposure to environmental hazards associated with emergencies.
- Work requires lifting, carrying, stooping, lying, driving and on occasion climbing.
- Moderate finger dexterity and near vision is required.
- Work may involve exposure to wet surfaces, smoke, fire, occasional loud noise and dust.



City of Compton

FIRE ENGINEER

Department: Fire	Class Code:	7113
Revised Date: February 2011	FLSA Status:	Non-Exempt
Personnel Board Approved: 02/17/11	Bargaining Unit: Compton Firefighters	
Council Approved: 04/12/11 Resolution #23,298		

GENERAL PURPOSE: Under general supervision, to drive a fire apparatus, operate pumping, and other related equipment at the scene of an emergency; to service, maintain and make minor repairs to fire apparatus and firefighting equipment; to fight fires, and to do fire prevention work; and to do related work as required.

SUPERVISION RECEIVED/EXERCISED: Works under the administrative direction of the Fire Captain; serves as Acting Fire Captain in his/her absence.

PRIMARY DUTIES AND RESPONSIBILITIES:

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

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- Cleans and maintains emergency vehicles and equipment at their assigned station or any other areas assigned to them.
- Properly operates a water pump and water flow through fire hose and appliances.
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- Completes daily apparatus check out logs.
- Completes repair requests forms as needed.
- Completes any other reports as needed.
- Inspects equipment and makes adjustments and repairs.
- Tests water pumps and hoses as needed; administers first aid.
- Operates two-way radio.
- Cleans quarters and equipment.
- Participates in fire drills and exercises.
- Makes inspections of public buildings and prepares reports.
- Obeys, and as required, transmits orders; occasionally acts as relief Captain.
- Performs other duties as assigned or required.

MINIMUM QUALIFICATIONS:

Education and Experience:

Departmental certification as a Relief Engineer for the City of Compton or completion of California State Fire Marshal Apparatus Operator 1A & 1B is required; College level courses in fire hydraulics and fire apparatus is desirable; AND three (3) years of experience as a firefighter in a municipal fire department.

#6.

City of Compton Fire Engineer

Required Licenses or Certifications:

- Must possess a valid California Class B restricted driver's license with Air Brake and Tanker endorsements.
- Must maintain a current DL51A Medical Card.

Required Knowledge of:

- City organization, operations, policies and procedures.
- City Code, City Ordinances, Standard Operating Manual, personnel policies and procedures, and applicable Memoranda of Understanding.
- Principles and techniques of fire department organization and administration.
- Methods of fire fighting, fire inspection and fire prevention.
- Geography, types of building construction, major fire hazards, water supply, fire and building laws and zoning regulations of the City.
- Appropriate safety precautions and procedures.
- Laws and regulations related to hazardous materials.
- Organizational and management practices applicable to the analysis and evaluation of programs, policies and operational needs.
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- Principles and practices of budget preparation and administration.

Required Skill in:

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- Responding effectively to emergency situations.
- Operating a fire apparatus safely and skillfully in accordance with traffic laws and ordinances.
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- Moderate finger dexterity and near vision is required.
- Work may involve exposure to wet surfaces, smoke, fire, occasional loud noise and dust.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Human Resources

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE POSITION CLASSIFICATION PLAN REVISING THE CLASSIFICATION SPECIFICATIONS OF REPROGRAPHICS EQUIPMENT OPERATOR I, REPROGRAPHICS EQUIPMENT OPERATOR II, PUBLIC WORKS INSPECTOR, AND FIRE ENGINEER

Shawna Holmquist
DEPARTMENT MANAGER’S SIGNATURE

12/15/2016 4:44:36 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

12/28/2016 5:50:40 PM
DATE

Robert Torrez
CITY CONTROLLER

12/22/2016 11:00:04 AM
DATE

Jerome Groomes
CITY MANAGER

12/19/2016 2:09:56 PM
DATE

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

January 3, 2017

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: SHAWNA J. HOLMQUIST, (ACTING) DIRECTOR
HUMAN RESOURCES DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
ELECTING TO BE SUBJECT TO THE PUBLIC EMPLOYEES' MEDICAL
AND HOSPITAL CARE ACT AND FIXING THE EMPLOYER'S
CONTRIBUTION AT AN AMOUNT GREATER THEN THAT
PRESCRIBED BY SECTION 22892 OF THE CALIFORNIA
GOVERNMENT CODE**

SUMMARY

Effective January 1, 2017, the Board Of Administration of the Public Employees Retirement System ("CalPERS") adopted changes to the monthly premium rates and benefits that increase the City's maximum monthly contribution rate (Kaiser full-family rate, Los Angeles Area Region) from \$1,413.96 to \$1,492.11 (Exhibit "A").

BACKGROUND

The City is required to notify the Health Benefits Division of the California Public Employees' Retirement System (CalPERS) of the City's rates of contribution for health insurance on behalf of all employees. This action is required so that the appropriate deduction can be made for employees, retirees and/or annuitants.

The new contribution rate for all employee groups/organizations, unrepresented employees and retirees will be reported by resolution as follows:

<u>Code</u>	<u>Employment Category</u>	<u>Maximum Monthly Contribution Rate</u>
002	Compton Firefighters	\$1492.11
004	Management	\$1492.11
011	Police Lieutenants	\$1492.11
012	Police Officers	\$1492.11
013	Emergency Dispatchers	\$1492.11
014	Police Captains	\$1492.11
015	Non-Supervisory	\$1492.11
017	Maintenance & Trades	\$1492.11
018	Public Safety Auxiliary	\$1492.11
019	Unrepresented Employees	\$1492.11

**Staff Report – Resolution Establish CalPERS
Monthly Contribution Rates/Health Insurance
January 3, 2017, page 2**

All the employee organizations mentioned above are not currently active in the City. However, CalPERS prefers that, for reporting purposes, the categories remain the same because we have retirees who are still listed in these categories. The new contribution rates will become effective January 1, 2017, pursuant to Section 22892 of the California Government Code.

STATEMENT OF THE ISSUE

In order for the City to properly register with CalPERS, the new contribution rate for employees, retirees and/or annuitants, the attached resolution must be adopted. Should this resolution not be adopted, retired employees and/or annuitants will not have the correct amount deducted from retirement warrants for health insurance coverage. Retired employees and annuitants are to receive the same contribution toward health insurance coverage as active employees with respect to employee groups.

ALTERNATIVE

There is no alternative to this action pursuant to the City's CalPERS contract.

FISCAL IMPACT

There is an approximate 5.5% increase in the rate which determines the City's contribution towards health insurance.

RECOMMENDATION

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

**SHAWNA J. HOLMQUIST, (ACTING) DIRECTOR
HUMAN RESOURCES DEPARTMENT**

APPROVED FOR FORWARDING:

**JEROME G. GROOMES
INTERIM CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ELECTING TO BE SUBJECT TO THE PUBLIC EMPLOYEES’ MEDICAL AND HOSPITAL CARE ACT AND FIXING THE EMPLOYER’S CONTRIBUTION AT AN AMOUNT GREATER THAN THAT PRESCRIBED BY SECTION 22892 OF THE CALIFORNIA GOVERNMENT CODE

WHEREAS, effective January 1, 2017, the Board Of Administration of the California Public Employees Retirement System (CalPERS) adopted changes to the monthly premium rates and benefits that will increase the City’s maximum monthly contribution rate (Kaiser full-family rate, Los Angeles Area Region) from \$1,413.96 to \$1,492.11 (Exhibit “A”); and

WHEREAS, Government Code Section 22892 provides the benefits of the Public Employees’ Medical and Hospital Care Act to employees of local agencies contracting with the California Public Employees’ Retirement System on proper application by local agency; and

WHEREAS, California Government Code Section 22892(a) provides that a local contracting agency shall fix the amount of the employer’s contribution at an amount not less than the amount required under California Section 22892(b)(1) of the California Government Code; and

WHEREAS, the City of Compton is a local agency contracting with the California Public Employees Retirement System; and

WHEREAS, the City of Compton desires to continue providing for its employees, retirees and/or annuitants the benefit of the act and to accept the liabilities and obligation of an employer under the Act and Regulations.

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

SECTION 1. That the City of Compton elects, and does hereby elect, to be subject to the provisions of the Act.

SECTION 2. That the employer’s contribution for each employee, retiree, and/or annuitant shall be the amount necessary to pay the full cost of his/her enrollment, including the enrollment of his/her family members, in a health benefits plan up to a maximum of:

<u>Code</u>	<u>Employment Category</u>	<u>Maximum Monthly Contribution Rate</u>
002	Firefighters	\$1492.11
004	Management	\$1492.11
011	Police Lieutenants	\$1492.11
012	Police Officers	\$1492.11
013	Emergency Dispatchers	\$1492.11
014	Police Captains	\$1492.11
015	Non-Supervisory	\$1492.11
017	Maintenance & Trades	\$1492.11
018	Public Safety Auxiliary	\$1492.11
019	Unrepresented Employees	\$1492.11

Plus administrative fees and contingency fund assessments.

SECTION 3. That the City Council appoints and directs, and it does hereby appoint and direct, the City Manager to file with the Board of Administration of the California Public Employees Retirement System, a verified copy of this Resolution, and to perform on behalf of the City of Compton, all functions required of it under the Act and Regulations of the Board of Administration.

SECTION 4. That the new contribution rates will become effective January 1, 2017, pursuant to Section 22892 of the California Government Code.

SECTION 5. That a copy of this Resolution shall be filed in the Offices of the City Manager, City Controller and Human Resources Department.

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

ADOPTED this ____ day of _____, 2017.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested to by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2017.

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

AYES: Council Members-
NOES: Council Members-
ABSTAIN: Council Members-
ABSENT: Council Members-

CITY CLERK OF THE CITY OF COMPTON

6/17/2016

Monthly Premiums for Contracting Agencies Los Angeles Area Region Los Angeles, San Bernardino, Ventura									
Actives and Annuitants Effective Date: 1/1/2017 - 12/31/2017									
Basic Monthly Rate (B)									
PLAN	Employee Only	Plan Code	Party Rate	Employee & 1-Dependent	Plan Code	Party Rate	Employee & 2+ Dependents	Plan Code	Party Rate
Anthem HMO Select	\$592.78	413 1	1	\$1,185.56	413 2	2	\$1,541.23	413 3	3
Anthem HMO Traditional	713.69	402 1	1	1,427.38	402 2	2	1,855.59	402 3	3
BSC Access+	675.98	144 1	1	1,351.96	144 2	2	1,757.55	144 3	3
Health Net Salud y Más	414.79	443 1	1	829.58	443 2	2	1,078.45	443 3	3
Health Net SmartCare	526.73	408 1	1	1,053.46	408 2	2	1,369.50	408 3	3
Kaiser Permanente	573.89	306 1	1	1,147.78	306 2	2	1,492.11	306 3	3
PERS Choice	637.53	321 1	1	1,275.06	321 2	2	1,657.58	321 3	3
PERS Select	565.33	080 1	1	1,130.66	080 2	2	1,469.86	080 3	3
PERSCare	715.88	326 1	1	1,431.76	326 2	2	1,861.29	326 3	3
PORAC	699.00	207 1	1	1,467.00	207 2	2	1,876.00	207 3	3
UnitedHealthcare	545.71	428 1	1	1,091.42	428 2	2	1,418.85	428 3	3

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Human Resources

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ELECTING TO BE SUBJECT TO THE PUBLIC EMPLOYEES’ MEDICAL AND HOSPITAL CARE ACT AND FIXING THE EMPLOYER’S CONTRIBUTION AT AN AMOUNT GREATER THEN THAT PRESCRIBED BY SECTION 22892 OF THE CALIFORNIA GOVERNMENT CODE

Shawna Holmquist
DEPARTMENT MANAGER’S SIGNATURE

12/22/2016 4:05:40 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

12/28/2016 7:00:50 PM
DATE

Robert Torrez
CITY CONTROLLER

12/27/2016 11:50:55 AM
DATE

Jerome Groomes
CITY MANAGER

12/27/2016 8:23:29 AM
DATE

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

January 3, 2017

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: INTERIM CITY MANAGER

SUBJECT: REPORT ON TRAFFIC SIGNAL AT WILMINGTON AND GREENLEAF BLVD.

SUMMARY

This staff report provides updates to the City Council in regards to the subject intersection. Council directed staff to implement the recommended modifications:

1. Interim/temporary improvement – increase the current green light cycle length from 60 seconds to 85 seconds to prevent/minimize left turn delays, and then monitor to intersection for estimated improvements.
2. Installation of Permanent improvement - approximate cost at \$200,000 to modify the traffic signal.

These recommendations were based on an engineering review previously presented and discussed.

BACKGROUND

At its regularly scheduled meeting of November 8, 2016, City Council reviewed the items presented above. Staff was directed to proceed with the Modification No.1 (Interim). Modification No. 2 was to be further reviewed and brought back to Council for implementation.

STATEMENT OF THE ISSUE

Modification No. 1 (Interim) - Traffic Signal & Street Lighting staff are reviewing the traffic cabinet and components, and the modifications necessary to increase the green phase on Wilmington Avenue.

The necessary components for the modifications are being reviewed/finalized, and will be ordered and estimated to be received in 2 weeks time. The time estimated to perform the modifications is 7-10 working days once the materials are received. The traffic signal will be tested for proper functioning and then restored into service. Afterwards, operation of this intersection will be monitored for effects.

Modification No. 2 (Permanent) – Engineering staff are currently preparing a Request for Proposals (RFP) to seek costs from qualified consultants to provide design services

#8.

Staff Report – Wilmington @ Greenleaf Intersection Traffic Signal Review
January 3, 2016
Page 2 of 2

to prepare the necessary construction documents to achieve the modifications at the intersection to include for protected left turn movement. The RFP will also have the consultant review the interim work that is to be performed.

Another RFP will also be prepared to acquire construction management/inspection services for the construction work.

Staff estimates to have both RFP's prepared in about 4 weeks time (1 month). Once completed, staff will solicit for the services, review the submittals, then present a recommendation to City Council for award of design services. Funding has not yet been identified for the design, construction, and construction management/inspection.

FISCAL IMPACT

An estimated budget of \$200,000 includes design/engineering, construction, construction management/inspection and a 10% contingency. A funding source has not been identified at this time.

ALTERNATIVE

Funding for this work has not been identified. Implementation of the traffic signal modification project would impact other Public Works projects. The City could choose not to implement the project at this time.

RECOMMENDATION

Receive and file.

JEROME G. GROOMES
INTERIM CITY MANAGER

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: STATUS REPORT ON TRAFFIC SIGNAL AT WILMINGTON AND GREENLEAF BLVD. (Receive/File)

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

12/29/2016 3:19:32 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

12/29/2016 4:20:52 PM
DATE

Robert Torrez
CITY CONTROLLER

12/29/2016 3:38:03 PM
DATE

Jerome Groomes
CITY MANAGER

12/29/2016 3:22:06 PM
DATE

Use when:	
Public Works:	When contracting for Engineering Services.
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Asst. City Manager/OAS:	All personnel actions.

January 3, 2017

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: BRYAN BATISTE, INTERIM FIRE CHIEF

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO AN AGREEMENT AND ACCEPT THE URBAN AREA SECURITY INITIATIVE GRANT (UASI- 2015) AND AMEND THE FIRE DEPARTMENT'S 2016-2017 FISCAL YEAR BUDGET

SUMMARY

Adoption of this resolution by City Council will authorize the Interim City Manager to accept an agreement, authorizing acceptance of the Urban Area Security Initiative Grant (UASI 2015) and amends the Fire Department's 2016-2017 Fiscal Year Budget to appropriate \$10,000.00 in grant funding.

BACKGROUND

On September 1, 2015, the City of Los Angeles authorized an agreement to disburse UASI-2015 grants funds to the City of Compton as a Sub-recipient through the United States Department of Homeland Security (DHS). By means of the Grants Programs Directorate within the Federal Emergency Management Agency (FEMA), financial assistance has been provided to the Los Angeles/Long Beach Urban Area through the Fiscal Year 2016-2017. The Compton Fire Department will receive at total of \$10,000.00. The grant funds will be provided for the necessary training of Fire Department members as Trainers of Citizens Emergency Response Team (CERT), the training is free and the funds will cover backfill, overtime and expenses to the classes.

STATEMENT OF ISSUE

In order to receive these funds, a grant contract must be signed and forwarded to the City of Los Angeles Department Homeland Security and Public Safety. These funds will cover the cost of backfilling for staff overtime and expenses while attending the training.

ALTERNATIVE

There alternative is to not accept the agreement and the funds.

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FISCAL IMPACT

The Fire Department's 2016-2017 Fiscal Year Budget must be amended to appropriate funds in the amount of \$10,000.00 to Account No. 1001-69-0000-4171.

RECOMMENDATION

Staff recommends that Council approve the attached resolution.

**BRYAN BATISTE
INTERIM FIRE CHIEF**

APPROVED FOR FORWARDING:

**JEROME 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 AND ACCEPT THE URBAN AREA SECURITY INITIATIVE
GRANT (UASI- 2015) AND AMEND THE FIRE DEPARTMENT’S 2016-2017
FISCAL YEAR BUDGET**

WHEREAS, on September 1, 2015, the City of Los Angeles authorized an agreement to disburse UASI-2015 grants funds to the City of Compton as a Sub-recipient through the United States Department of Homeland Security (DHS): and

WHEREAS, through the Grants Programs Directorate within the Federal Emergency Management Agency (FEMA), financial assistance has been provided to the Los Angeles/Long Beach Urban Area through the Fiscal Year 2016-2017; and

WHEREAS, the Compton Fire Department will receive at total of \$10,000.00; and

WHEREAS, these grant funds will be provided for the necessary training of Fire Department members as Trainers of Citizens Emergency Response Team (CERT), the training is free and the funds will cover backfill, overtime and expenses to the classes; and

WHEREAS, in order to receive these funds a grant contract must be signed and forwarded to the City of Los Angeles Department Homeland Security and Public Safety; and

WHEREAS, the Fire Department’s 2016-2017 Fiscal Year Budget shall be amended to appropriate funds in the amount of \$10,000.00.

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 enter into an agreement and hereby accept on behalf of the City of Compton, the Urban Area Security Initiative (UASI-2015) Grant in the amount of \$10,000.00.

Section 2. That the Fire Department’s 2016-2017 Fiscal Year Budget shall be amended to appropriate funds in the amount of \$10,000.00 into Account No. **1001-69-0000-4171**

Section 3. That a certified copy of this resolution shall be filed in the offices of the City Manager, City Controller and the Fire Department.

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

ADOPTED this _____ day of _____, 2016

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. _____
PAGE TWO

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

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

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

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

CITY CLERK OF THE CITY OF COMPTON



SUBAWARD AGREEMENT

Subrecipient: City of Compton

Title: FY 2015 Urban Area Security Initiative (UASI) Grant Program

City Contract Number _____

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EXHIBITS

Exhibit A	DHS Standard Conditions and CalOES Assurances
Exhibit B	Financial Management Forms Workbook
Exhibit C	Modification Request and Reimbursement Request Forms
Exhibit D	CalOES Forms
Exhibit E	Technology Standards

AGREEMENT NUMBER _____ OF CITY CONTRACTS
BETWEEN
THE CITY OF LOS ANGELES
AND THE CITY OF COMPTON

THIS SUBAWARD AGREEMENT ("Agreement" or "Contract") is made and entered into by and between the City of Los Angeles, a municipal corporation (the "City"), and the City of Compton, a municipal corporation (the "Subrecipient"). In consideration of the mutual covenants set forth herein and the mutual benefits to be derived therefrom, the City and Subrecipient (each a "Party" and collectively, the "Parties") agree as follows:

I. GENERAL INFORMATION

§1.1 Federal Award Information

The "Federal award" (as such term is defined in the Code of Federal Regulations ("CFR"), 2 CFR §200.38, and used in this Agreement) is the Fiscal Year (FY) 2015 Urban Area Security Initiative Grant Program, FAIN #EMW-2015-SS-00078, CFDA #97.067, Federal Award Date July 28, 2015.

The "Federal awarding agency" (as such term is defined in 2 CFR §200.36 and used in this Agreement) is the United States Department of Homeland Security, Federal Emergency Management Agency, Grants Program Directorate ("DHS").

The State of California, through its Governor's Office of Emergency Services ("CalOES"), acts as the "pass-through entity" (as such term is defined in 2 CFR §200.74 and used in this Agreement) for the subaward of the Federal award to the City for the benefit of the Los Angeles/Long Beach Urban Area ("LA/LBUA") in the amount of \$55,600,000.00.

The City, acting through its Mayor's Office of Public Safety ("Mayor's Office"), acts as the pass-through entity for this subaward of the Federal award to Subrecipient.

§1.2 Subward Information and Period of Performance

Subrecipient hereby accepts the following subaward ("Subaward") of the Federal award upon the terms and conditions set forth in this Agreement:

Subward amount:	\$10,000.00
Subaward Period of Performance ("Term"):	September 1, 2015 to May 31, 2018
Match Requirement:	None

The term of this Agreement shall be the “Term” as set forth in this Section 1.2.

§1.3 Parties and Notice

The Parties to this Agreement, and their respective representatives who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

Party:	City of Los Angeles
Authorized Representative:	Jeff Gorell, Deputy Mayor
Authorized Department:	Mayor’s Office of Public Safety
Address, Phone, Fax, E-mail:	200 N. Spring Street, Room 303 Los Angeles, CA 90012 Phone: (213)978-0687 Email: jeff.gorell@lacity.org

Party:	City of Compton
Authorized Representative:	Bryan Batiste, Interim Fire Chief
Authorized Department:	Compton Fire Department
Address, Phone, Fax, E-mail:	201 S. Acacia Avenue Compton, CA 90220 Phone: (310) 605-6292 Email: bbataiste@comptoncity.org

Formal notices, demands and communications to be given hereunder by either Party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this section, within five (5) business days of said change.

§1.4 Authorities

The Los Angeles City Council and the City’s Mayor have accepted the Federal award and have authorized the City to execute this Agreement (C.F. #15-0734, 1/26/16.)

Subrecipient warrants that it has obtained written authorization from its city council, governing board, or authorized body to execute this Agreement and accept and use the Subaward. Subrecipient further warrants that such written authorization specifies that Subrecipient and the city council, governing board or authorized body agree:

- a. To provide all matching funds required under the Subaward and that any cash match will be appropriated as required.

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- b. That any liability arising out of the performance of this Agreement shall be the responsibility of Subrecipient and the city council, governing board or authorized body.
- c. That Subaward funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
- d. That the official executing this Agreement is, in fact, authorized to do so.

Subrecipient shall maintain this proof of authority on file and make it readily available upon demand.

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II. SUBAWARD TERMS AND CONDITIONS

§2.1 Summary of Requirements

By executing this Agreement, Subrecipient hereby agrees that it shall comply with all terms and conditions set forth in this Agreement, which includes all guidance, regulations and requirements (collectively, “Requirements”) of the Federal awarding agency and CalOES that are applicable to a recipient and/or subrecipient of a Federal award or grant. Such Requirements are set forth in the following documents and incorporated herein by this reference: (1) Department of Homeland Security FY 2015 Homeland Security Grant Program Notice of Funding Opportunity (“DHS NOFO”), (2) FY 2015 DHS Standard Terms and Conditions (“DHS Standard Conditions”), (3) FEMA Information Bulletins (“IB”), (4) CalOES 2015 Homeland Security Grant Program California Supplement to the Federal Notice of Funding Opportunity (“CalOES Supplement”), (5) CalOES 2015 Standard Assurances for All CalOES Federal Grant Programs (“CalOES Assurances”), (6) CalOES Grant Management Memos (“GMM”), and (6) the cost principles, uniform administrative requirements and audit requirements for federal grant programs as housed in Title 2, Part 200 of the Code of Federal Regulations (“CFR”) and in updates issued by the Office of Management and Budget (“OMB”) on <http://www.whitehouse.gov/omb/>.

Subrecipient hereby certifies that it has the legal authority to execute this Agreement, accept the Subaward given through this Agreement, and has the institutional, managerial and financial capability to ensure proper planning, management and completion of its projects being funded by the Subward.

Subrecipient hereby acknowledges that it is responsible for reviewing and adhering to all Requirements referenced above. For reference and without limitations, certain of the Requirements are set forth in more detail in the sections below.

§2.2 City Administrative Requirements

- A. Subrecipient acknowledges and agrees that the City is acting as a “pass-through entity” (as such term is defined in 2 CFR §200.74 and used in this Agreement) for this Subaward and that the City shall have the rights and obligations relating to this Subward and its administration as set forth in this Agreement and in 2 CFR Part 200.
- B. Subrecipient and the City have previously completed a mutually approved Financial Management Forms Workbook which was approved by CalOES prior to the execution of this Agreement (the “Workbook”) and which is attached hereto as Exhibit B. The Workbook contains detailed listings of items and projects and the amount of Subaward funds allocated for such items and projects. Subrecipient shall use the Subaward funds strictly in accordance with the Workbook, and any expenditures not so made shall be deemed disallowed under this Subaward.

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The City shall provide Subrecipient with an electronically editable Workbook capable of revision. Any request by Subrecipient to modify the Workbook must be made in writing and accompanied by a completed Modification Request Form, attached hereto as Exhibit C, and a revised Workbook showing such modification and containing all supporting documentation as required. Workbook modification requests must be submitted to the City no often than once a month and prior to deadlines set by the City. Requests submitted after any such deadline will be returned to Subrecipient and will not be accepted until the following submission period. The City will notify Subrecipient in writing if Workbook modification requests are inaccurate and/or incomplete. Inaccurate and/or incomplete requests shall be returned to the Subrecipient for revision and shall be accepted by the City when such requests are accurate and complete. Subrecipient shall not expend any funds on modified Workbook items until such modification is approved by the City and CalOES.

- C. Subrecipient previously submitted to the City a Project Application in connection with the Subaward, which included a Project Timeline (“Project Timeline”) setting forth details regarding the milestone and completion dates for Subrecipient projects funded under the Subaward. Subrecipient shall manage its Subaward funded projects in accordance with the Project Timeline and provide, in a timely manner, any plans and reports requested by the City regarding the status of such projects. In the event a Workbook modification request requires a modification to the Project Timeline, Subrecipient shall update the Project Timeline accordingly and submit it along with its Workbook modification request for approval. Failure to meet any milestones or deadlines as set forth in Subrecipient’s Project Timeline may result in the City reducing Subaward funds allocated to the Subrecipient.
- D. Subrecipient shall complete and deliver to the City all forms required by CalOES in connection with the implementation of Subrecipient’s projects under the Subaward. Such forms, which are collectively attached hereto as Exhibit D, include: (1) an aviation equipment request form, (2) a watercraft equipment request form, (3) an Emergency Operations Center request form, (4) an Environmental and Historical Preservation (“EHP”) request form, and (5) a sole source procurement request form. Subrecipient acknowledges that all such forms must be completed, delivered and approved by the City and CalOES **prior** to the purchase of said equipment, implementation of the project, or the completion of a sole source procurement, as the case may be. Approval of such requests and forms shall be made by the City and CalOES in their respective sole discretion. Failure to gain approval of such completed requests and forms by the City and CalOES may disallow any costs incurred by Subrecipient under this Subaward in connection with such equipment, project or procurement.

- E. Subrecipient agrees that any equipment, product, service or activity funded with this Subaward shall comply with any and all technological and/or interoperability specifications and standards as may be approved by the LA/LBUA region, and any such equipment, product, service or activity not so compliant shall be not eligible for funding by this Subaward. A list of technological standards currently approved by the LA/LBUA region is attached as Exhibit E. Subrecipient shall further ensure that it retains from its contractors, subcontractors, and vendors all rights related to inventions, copyrightable materials, and data for which the Federal awarding agency and CalOES has rights to, as more fully set forth in 2 CFR §315 Agreement and Section 2.3.P. of this Agreement.
- F. Any “equipment” (as such term is defined in 2 CFR §200.33 and used in this Agreement) acquired or obtained with Subaward funds: (1) Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the LA/LBUA, and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan; (2) Shall be consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy; and (3) Shall have an LA/LBUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible and prominently marked as follows: *"Purchased with funds provided by the U.S. Department of Homeland Security."*
- Subrecipient shall take a physical inventory of all equipment acquired or obtained with Subaward funds and reconcile the results with equipment records at least once every year.
- G. This Subaward is not a “fixed amount award” as such term is defined in 2 CFR §200.45. Subrecipient agrees that disbursement of this Subaward to Subrecipient shall be made on a reimbursement method. In the event Subrecipient requests advance payment of Subaward funds, Subrecipient shall comply with, and provide evidence to the City of compliance with, the criteria and obligations related to the use of advance payments as set forth in 2 CFR §200.305 as well as satisfying any other City and CalOES requirements for advance payments.

In requesting reimbursement from Subaward funds, Subrecipient shall prepare, maintain and provide to the City a completed Reimbursement Request Form (attached hereto as Exhibit C) along with invoices, purchase orders, proof of delivery, proof of payment and payroll records, timesheets, receipts and any other supporting documentation necessary

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to fully and accurately describe the expenditure of funds for which reimbursement from the Subaward is requested (collectively, the "Reimbursement Request"). All such supporting documentation for the Reimbursement Request shall satisfy applicable Federal, State and City audit and review standards and requirements. Such documentation shall be prepared at the sole expense and responsibility of Subrecipient, and the City and the Subaward will not reimburse the Subrecipient for any costs incurred for such preparation. The City may request, in writing, changes to the content and format of such documentation at any time, and the City reserves the right to request additional supporting documentation to substantiate costs incurred at any time. The City will notify Subrecipient in writing if a Reimbursement Request is inaccurate and/or incomplete. Inaccurate and/or incomplete Reimbursement Requests shall be returned to Subrecipient for revision and shall be accepted by the City when Reimbursement Requests are accurate and complete.

Reimbursement Requests must be submitted to the City on a monthly basis. The City shall forward a Reimbursement Request to CalOES for payment within thirty (30) days of receipt of such Reimbursement Request, provided such request is deemed accurate and complete. The City shall forward reimbursement payment on a Reimbursement Request to Subrecipient within thirty (30) days of receipt of such reimbursement payment from CalOES to the City.

Final Reimbursement Requests for this Subaward must be received by the City no later than one hundred twenty (120) days prior to the end of the Term to allow the City sufficient time to complete close-out activities for this Subaward (the "Reimbursement Deadline"). Any Reimbursement Request submitted after the Reimbursement Deadline shall be rejected unless, prior to the submission of such request, the Mayor's Office, in its sole discretion, has approved in writing the submission of such request after the Reimbursement Deadline. After the Reimbursement Deadline, any unexpended Subaward funds may be re-directed to other needs across the LA/LBUA region. The City will notify Subrecipient, in writing, when unexpended Subaward funds may be re-directed.

- H. Subrecipient acknowledges that the City makes no commitment to disburse Subaward funds beyond the terms set forth herein and that funding for all periods during the Subaward Term is subject to the continuing availability to the City of federal funds for this Subaward from CalOES and the Federal awarding agency. This Agreement may be terminated immediately upon written notice to Subrecipient of such loss or reduction of Subaward funds.

§2.3 DHS and CalOES Requirements

Subrecipient shall comply with all Requirements promulgated by DHS (which is the Federal awarding agency for this Subaward) and CalOES which are applicable to this particular Subaward. These include, without limitation, (1) the Requirements for recipients and subrecipients set forth in the DHS NOFO and the DHS Standard Conditions, and (2) the Requirements for “Applicant” and subrecipients set forth in the CalOES Supplement and the CalOES Assurances. For reference, the DHS Standard Conditions and the CalOES Assurances are both attached hereto as Exhibit A and incorporated herein. Some of these DHS and CalOES Requirements are set forth below in this Section 2.3.

- A. Subrecipient will not use Subaward funds to supplant (replace) funds that have been budgeted for the same purpose through non-federal sources. Upon request by the City, CalOES and/or the Federal awarding agency, Subrecipient shall be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Subaward funds. Subrecipient shall not charge any costs allocable under this Subaward to any other Federal award to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of Federal awards, or for other reasons. Subrecipient shall not be delinquent in the repayment of any Federal debt. Subrecipient must request instruction from the City and CalOES for proper disposition of any original or replacement equipment acquired with Subaward funds.
- B. Subrecipient shall comply with the requirement of 31 U.S.C. Section 3729, which sets forth that no subgrantee, recipient or subrecipient of federal funds or payments shall submit a false claim for payment, reimbursement or advance. Subrecipient agrees to be subject to the administrative remedies as found in 38 U.S.C. Section 3801-3812 for violations of this requirement.
- C. Subrecipient shall comply with the provisions of *DHS Specific Acknowledgements and Assurances* section set forth in the DHS Standard Conditions and the *Reporting Accusations and Findings of Discrimination* section of the CalOES Assurances.
- D. Subrecipient shall comply with the provisions of the *Lobbying and Political Activities* section set forth in the CalOES Assurances. In connection thereto, Subrecipient hereby certifies that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the

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- entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Subrecipient shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
 - c. Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- E. As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Subrecipient shall provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. Subrecipient hereby certifies that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 2.3.G.c. above; and
 - d. Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- F. Subrecipient shall comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §701 et seq.) which is adopted at 2 CFR Part 3001. In connection thereto, Subrecipient hereby certifies that it will or will continue to provide a drug-free workplace and a drug-free awareness program as outlined in such Act.

- G. Subrecipient shall comply with all Federal statutes relating to non-discrimination, including, without limitation, those statutes and provisions set forth in the *Non-Discrimination and Equal Employment Opportunity* section of the CalOES Assurances.

Subrecipient hereby certifies that it will comply with the Americans with Disabilities Act, 42 USC §12101 *et seq.*, and its implementing regulations (ADA), the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), Pub. L. 110-325 and all subsequent amendments, Section 504 of the Rehabilitation Act of 1973 (Rehab. Act), as amended, 29 USC 794 and 24 CFR Parts 8 and 9, the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40, and the Fair Housing Act, 42 U.S.C. 3601, *et seq.*; 24 CFR Parts 100, 103, and 104 (FHA) and all implementing regulations. Subrecipient will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA, the ADAAA, the Rehab Act, the UFAS and the FHA and all subsequent amendments. Subrecipient will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by Subrecipient (or any subcontract thereof), relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

- H. Subrecipient shall comply with the provisions set forth in the *Environmental Standards* section of the CalOES Assurances.
- I. Subrecipient shall comply with the provisions set forth in the *Reporting-Accountability* section of the CalOES Assurances, which relate to compliance with the Federal Funding Accountability and Transparency Act and statutory requirements for whistleblower protections.
- J. Subrecipient shall comply with the provisions set forth in the *Human Trafficking* section of the CalOES Assurances, which relate to compliance with the Trafficking Victims Protection Act (TVPA) of 2000.
- K. Subrecipient shall comply with the provisions set forth in the *Labor Standards* section and *Worker's Compensation* section of the CalOES Assurances, which relate to compliance with various Federal statutes regarding labor standards and State worker's compensation requirements.
- L. Subrecipient shall comply with the provisions set forth in the *Property-Related* section of the CalOES Assurances and the provisions applicable to construction projects as set forth in the *Certifications Applicable to*

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Federally-Funded Construction Projects section of the CalOES Assurances.

- M. Subrecipient acknowledges the applicability of the Freedom of Information Act and the California Public Records Act to certain information as more fully set forth in the *Freedom of Information Act* section and the *California Public Records Act* section of the CalOES Assurances.
- N. When collecting Personally Identifiable Information (PII), Subrecipient must have a publicly-available policy that describes what PII it collects, how it plans to use the PII, whether it shares PII with third parties, and how individuals may have their PII corrected where appropriate.
- O. Subrecipient shall comply with the provisions set forth in the *Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags* section of the CalOES Assurances, which relate to requirements for acknowledging the use of federal funds and obtaining approval for use of various DHS seals and logos.
- P. Subrecipient shall affix applicable copyright notices as required under the *Copyright* section of the CalOES Assurances and shall be subject to the provisions set forth in the *Patents and Intellectual Property Rights* section of the DHS Standard Conditions.
- Q. Subrecipient shall comply with the provisions set forth in the *Contract Provisions for Non-federal Entity Contracts under Federal Awards* section of the DHS Standard Conditions.
- R. Subrecipient shall comply with the SAFECOM Guidance for Emergency Communication Grants when using Subaward funds in connection with emergency communication equipment, including provisions on technical standards that ensure and enhance interoperable communications.
- S. Subrecipient shall establish safeguards to prohibit employees from using their positions for a purpose that constitutes, or presents the appearance of personal or organizational conflict of interest or personal gain. Subrecipient shall comply with all Federal and State conflict of interest laws and regulations.
- T. Subrecipient shall comply with the provisions set forth in the following sections of the CalOES Assurances; (1) *the Energy Policy and Conservation Act*, (2) *the Hotel and Motel Fire Safety Act of 1990*, (3) *the Terrorist Financing E.O. 13224*, and (4) *the USA Patriot Act of 2001*.

§2.4 Uniform Requirements for Federal Awards

Subrecipient acknowledges that this Subaward is a “Federal award” as such term is defined in 2 CFR §200.38 and that Subrecipient’s use of this Subaward is subject to the uniform administrative requirements, cost principles, and audit requirements for Federal awards which are codified in 2 CFR Part 200 (the “Uniform Requirements”). Subrecipient agrees that it is considered a “non-Federal entity” and a “subrecipient” as such terms are defined in 2 CFR §§200.69 and 200.93, respectively. Thus, Subrecipient hereby agrees to comply with, and be subject to, all provisions, regulations and requirements applicable to a “subrecipient” and a “non-Federal entity” as set forth in the Uniform Requirements. Further, Subrecipient agrees that the City and CalOES are each a “pass-through entity” as such term is defined in 2 CFR §200.74 and that each of them shall have the rights and remedies of a “pass-through entity” in relation to this Subaward and Subrecipient as set forth in the Uniform Requirements. Without limitation, some of these Uniform Requirements are set forth below in this Section 2.4.

- A. Subrecipient shall disclose to the City any potential conflict of interest in connection to this Subaward and its use in accordance with 2 CFR §200.112.
- B. Subrecipient shall comply with the mandatory disclosure requirements for violations of Federal criminal law involving fraud, bribery, or gratuity as set forth in 2 CFR §200.113.
- C. Subrecipient acknowledges that the City may impose additional specific conditions to this Subaward in accordance with 2 CFR §200.207, and Subrecipient shall comply with such conditions. Subrecipient shall also submit any annual certifications and representations deemed required by the City in accordance with 2 CFR §200.208.
- D. **Financial Management and Internal Controls**
Subrecipient shall comply with the requirements for a non-Federal entity regarding financial management and the establishment of a financial management system, all as more fully set forth in 2 CFR §200.302. Further, Subrecipient shall comply with the requirements set forth in 2 CFR §200.303, which relate to certain obligations required of Subrecipient to maintain internal controls over the use of this Subaward.
- E. In the event this Subaward requires cost sharing or matching of funds from Subrecipient, Subrecipient shall comply with the cost sharing and matching requirements set forth in 2 CFR §200.306.
- F. Subrecipient shall comply with the requirements relating to program income as more fully set forth in 2 CFR §200.307.
- G. **Property Standards**
When property (real, tangible or intangible) is, in whole or in part, improved, developed, purchased or otherwise acquired with Subward

funds, Subrecipient shall comply with the regulations set forth in 2 CFR §§200.310 through 200.316 (“Property Regulations”). These Property Regulations include, without limitation, provisions related to the following:

1. Requirements for insurance coverage for real property and equipment.
2. Requirements for title, use, disposition and transfer of title of “real property” (as defined in 2 CFR §200.85).
3. Regulations involving Federally-owned and exempt property.
4. Requirements for title, use, management (including recordkeeping, inventory, control systems and maintenance procedures), and disposition of “equipment” (as defined in 2 CFR §200.33).
5. Requirements for title, use and disposition of “supplies” (as defined in 2 CFR §200.94).
6. Requirements for title, rights, use and disposition of “intangible property” (as defined in 2 CFR §200.59). Such requirements include, without limitation, (a) a reservation of rights by the Federal awarding agency to a royalty-free, non-exclusive and irrevocable right to use certain copyrighted work or work subject to copyright, (b) the rights of the Federal government to data produced under the Subaward, (c) the applicability of the Freedom of Information Act to certain research data produced or acquired under the Subaward, and (d) Subrecipient’s compliance with applicable regulations governing patents and inventions, including government wide regulations codified at 37 CFR Part 401.

Subrecipient agrees that it shall hold in trust all real property, equipment and intangible property acquired, developed or improved with Subaward funds in accordance with the provisions set forth in 2 CFR §200.316.

H. Procurement and Contracting Regulations

When procuring and/or contracting for property and/or services that are to be paid or reimbursed by any amount of Subaward funds, Subrecipient shall comply with all regulations applying to “non-Federal entities” as set forth in 2 CFR §§200.318 through 200.326 (the “Procurement Regulations”). These Procurement Regulations include, without limitation, provisions requiring the following:

1. Documentation and use of procurement procedures in compliance with Procurement Regulations.
2. Contracting oversight and maintenance of written standards of conduct covering conflicts of interest.
3. Compliance with federal standards regarding procurement and award of contracts, competition, and procurement methods.

4. Affirmative steps required to encourage contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
5. Compliance with Section 6002 of the Solid Waste Disposal Act in the procurement of recovered materials.
6. Requirement to perform a cost or price analysis in connection with procurements.
7. Bonding requirements.
8. Requirement to make procurement documentation available for review by the City, CalOES and the Federal awarding agency.

In addition, Subrecipient must include in all of its contracts paid or reimbursed in whole or in part with Subaward funds the provisions set forth in Appendix II to 2 CFR Part 200 (Contract Provisions for non-Federal Entity Contracts under Federal Awards) as required by 2 CFR §200.326.

I. Financial and Performance Monitoring and Reporting

Subrecipient shall comply with the monitoring requirements for a non-Federal entity as set forth in 2 CFR §200.328, which requires the Subrecipient to oversee the operations of its activities supported by the Grant and monitor such activities to assure compliance with applicable Federal requirements and performance expectations are being achieved. Further, Subrecipient shall comply with the financial and performance reporting requirements for a non-Federal entity as set forth in 2 CFR §§200.327 to 200.329 and any other reporting requirements that may be promulgated by the Federal awarding agency, CalOES or the City in accordance with such regulations. Such reporting requirements include, without limitation, the provision of any information required for the assessment or evaluation of any activities funded by the Subaward and the reporting of information related to real property in which the Federal government retains an interest.

Subrecipient acknowledges that the City, as a "pass-through entity," may make various findings, determinations, evaluations and reports regarding Subrecipient and its use of Subaward funds, as set forth in 2 CFR §§200.330 to 200.332. In accordance with such regulations, Subrecipient shall comply with, and timely grant to the City and its auditors, any monitoring requests, requests for on-site access to facilities, equipment and personnel, and requests for any other information as may be authorized under such regulations. Subrecipient shall also timely grant to the City and its auditors access to Subrecipient's records and financial statements as required under 2 CFR §200.331(a)(5). In addition, Subrecipient shall comply with any conditions that may be placed upon Subrecipient as part of the City's risk evaluation of Subrecipient under 2

CFR §200.331(b).

J. Record Retention and Access

Subrecipient shall comply with all records retention, maintenance, storage, transmission, and collection requirements applicable to a non-Federal entity as set forth in 2 CFR §§200.333 to 200.335. Such regulations require, without limitation, that Subrecipient retain financial records, supporting documents, statistical records, and all other records of Subrecipient that are related and/or pertinent to Subrecipient's use of Subaward funds in a manner and for a duration of time as prescribed in such regulations and that Subrecipient collect, transmit and store Subaward-related information in a manner as set forth in 2 CFR §200.335.

In accordance with the provisions set forth in 2 CFR §200.336, Subrecipient hereby grants the Federal awarding agency, the Inspectors General, the Comptroller General of the United States, CalOES, and the City, or any of their authorized representatives, the right of access to any documents, papers, or other records of Subrecipient which are pertinent to the Subaward, in order to make audits, examinations, excerpts, and transcripts. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. These access rights shall not be limited to any required record retention period but last as long as the records are retained, and access shall not otherwise be limited unless as specifically permitted under 2 CFR §§200.336 to 200.337.

Subrecipient shall require any of its subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with the provisions of this Section.

K. Cost Principles

Subrecipient shall comply with the cost principles for federal awards as set forth in 2 CFR Part 200 Subpart E ("Cost Principles"). Subrecipient acknowledges and agrees that any costs incurred by Subrecipient may only be charged to or reimbursed by Subaward funds if it is incurred in compliance with all Requirements for the Subaward and is also deemed allowable and allocable under the Subaward in accordance with the provisions set forth in the Cost Principles.

L. Audit Requirements

By virtue of using Subaward funds, Subrecipient acknowledges and agrees that it is subject to the provisions set forth in 2 CFR Part 200 Subpart F ("Audit Requirements"). Subrecipient shall comply with all provisions applicable to a non-Federal entity and an "auditee" (as defined in 2 CFR §200.6) as set forth in such Audit Requirements, including the requirement to conduct a single audit if applicable.

M. Closeout and Post Closeout

Subrecipient shall comply with the obligations applicable to a non-Federal entity as it pertains to the closeout of this Subaward as set forth in 2 CFR §200.343. Subrecipient acknowledges and agrees that it shall continue to comply with the post closeout obligations set forth in 2 CFR §200.344 after closeout of the Subaward and expiration of the Term of this Agreement.

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III. STANDARD PROVISIONS

§3.1 Independent Party

Subrecipient is acting hereunder as an independent party, and not as an agent or employee of the City. No employee of Subrecipient is, or shall be, an employee of the City by virtue of this Agreement, and Subrecipient shall so inform each employee organization and each employee who is hired or retained under this Agreement. Subrecipient shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the City by virtue of this Agreement.

§3.2 Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Agreement have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Subrecipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Subrecipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§3.3 Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, the County and City of Los Angeles, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing laws which affect employees. This Agreement shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. Subrecipient shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement.

In any action arising out of this Agreement, Subrecipient consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state and federal courts located in Los Angeles County, California.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected thereby.

§3.4 Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein.

§3.5 Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§3.6 Breach

Except for excusable delays as described in §3.5 herein, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§3.7 Prohibition Against Assignment or Delegation

Subrecipient may not, unless it has first obtained the written permission of the City:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§3.8 Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Subrecipient certifies that it has adequate self insured retention of funds to meet any obligation arising from this Agreement.

- A. Pursuant to Government Code Sections 895.4 and 895.6, the parties shall each assume the full liability imposed upon it, or any of its officers, agents or employees, by law for injury caused by any negligent or wrongful act or omission occurring in the performance of this Agreement.
- B. Each party indemnifies and holds harmless the other party for any loss, costs, or expenses that may be imposed upon such other party by virtue of Government Code section 895.2, which imposes joint civil liability upon public entities solely by reason of such entities being parties to an agreement, as defined by Government Code section 895.
- C. In the event of third-party loss caused by negligence, wrongful act or omission by both Parties, each party shall bear financial responsibility in proportion to its percentage of fault as may be mutually agreed or judicially determined. The provisions of Civil Code Section 2778 regarding interpretation of indemnity agreements are hereby incorporated

§3.9 Subcontractor Assurances

Subrecipient shall contractually obligate all of its contractors, subcontractors and vendors funded by Subaward funds as may be required to ensure that Subrecipient can comply with all of the Requirements and other provisions of this Agreement.

§3.10 Remedies for Noncompliance

Subrecipient acknowledges and agrees that, in the event Subrecipient fails to comply with the terms and conditions of this Agreement or with any Requirements referenced in Section 2.1 above, the Federal awarding agency, CalOES or the City shall have the right to take one or more of the actions set forth in 2 CFR §200.338. Such actions may include, without limitation, the withholding of cash payments, suspension and/or termination of the Subaward, and the disallowing of certain costs incurred under the Subaward. Any costs incurred by Subrecipient during a suspension or after termination of the Subaward shall not be considered allowable under the Subaward unless allowed under 2 CFR §200.342. Subrecipient shall be liable to the Federal awarding agency, CalOES and the City for any Subaward funds the Federal awarding agency or CalOES determines that Subrecipient used in violation of any Requirements reference in Section 2.1 above, and Subrecipient shall indemnify and hold harmless the City for any sums the Federal awarding agency or CalOES determines Subrecipient used in violation of such Requirements.

Subrecipient shall be granted the opportunity to object to and challenge the taking of any remedial action by the Federal awarding agency, CalOES or the City in accordance with the provisions set forth in 2 CFR §200.341.

§3.11 Termination

Subrecipient acknowledges and agrees that the Subaward, and any obligation to disburse to or reimburse Subrecipient in connection thereto, may be terminated

in whole or in part by the Federal awarding agency, CalOES or the City as set forth in 2 CFR §200.339. Subrecipient shall have the right to terminate the Subaward only as set forth in 2 CFR §200.339. In the event the Subaward is terminated, all obligations and requirements of this Agreement and the Grant shall survive and continue in full force and effect in connection with any portion of the Subaward remaining prior to such termination, including, without limitation, the closeout and post closeout requirements set forth in this Agreement.

§3.12 Amendments

Any change in the terms of this Agreement, including the performance period of the Subaward and any increase or decrease in the amount of the Subaward, which are agreed to by the City and Subrecipient shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

§3.13 Complete Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only as provided for herein and neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-one (21) pages and five (5) Exhibits which constitute the entire understanding and agreement of the parties.

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#9.

IN WITNESS WHEREOF, the City and Subrecipient have caused this Subaward Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM AND LEGALITY: MICHAEL N. FEUER, City Attorney By _____ Deputy City Attorney Date _____	For: THE CITY OF LOS ANGELES ERIC GARCETTI, Mayor By _____ Eric Garcetti, Mayor Mayor's Office of Public Safety Date _____
ATTEST: HOLLY L. WOLCOTT, City Clerk By _____ Deputy City Clerk Date _____	
APPROVED AS TO FORM: By _____ City Attorney Date _____	For: The City of Compton, a municipal corporation By _____ Date _____
ATTEST: By _____ City Clerk Date _____	[SEAL]

City Business License Number: _____
Internal Revenue Service ID Number: _____
Council File/OARS File Number: C.F. #15-0734 Date of Approval 1/26/16
City Contract Number: _____

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 ENTER INTO AN AGREEMENT AND ACCEPT THE URBAN AREA SECURITY INITIATIVE GRANT (UASI- 2015) AND AMEND THE FIRE DEPARTMENT’S 2016-2017 FISCAL YEAR BUDGET

Bryan Batiste
DEPARTMENT MANAGER’S SIGNATURE

12/15/2016 10:24:50 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

12/22/2016 10:56:36 AM
DATE

Brandon Mims
CITY CONTROLLER

12/22/2016 10:22:10 AM
DATE

Jerome Groomes
CITY MANAGER

12/19/2016 2:03:58 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.

January 3, 2017

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: INTERIM CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A TEN
(10) YEAR ADVANCED LIFE SUPPORT BILLING SERVICES
AGREEMENT WITH WESTMED AMBULANCE (DBA MCCORMICK
AMBULANCE)**

SUMMARY

Adoption of the attached resolution will authorize the Interim City Manager to enter into a ten (10) year (i.e. January 1, 2017 through November 30, 2026) Advanced Life Support Billing Services Agreement with Westmed Ambulance dba McCormick Ambulance to bill and collect for Advanced Life Support services rendered by City of Compton personnel and equipment used on emergency medical responses and transports.

BACKGROUND

The Los Angeles County Department of Health Services ("DHS") is held responsible for the provision of "Emergency Ambulance Transportation Services 9-1-1 Response" to all residents of Los Angeles County, including persons within incorporated areas. As a result, DHS created "Exclusive Operating Areas" ("EOA") to be serviced by contract ambulance operators, as authorized by California Health and Safety Code Section 1797.224. The contracted ambulance operators exclusively receive 9-1-1 calls for emergency ambulance transportation services in their awarded EOA(s). The City of Compton is currently assigned to EOA 6.

On February 4, 2016, the DHS released a Request for Proposal ("RFP"), approved by the Emergency Medical Services Authority ("EMSA") as required by the Health and Services Code Section 1797.224, to identify the most qualified proposer(s) for emergency ambulance transportation services for a number of the EOAs, including the City of Compton – EOA 6. Typically, the DHS completes this process every ten (10) years, in which a new RFP is prepared and contracts are awarded. The proposed term of the new agreements should be from January 1, 2017 through the end of the calendar year 2026, dependent on when the agreement is executed by the Director of the DHS as authorized by the Board of Supervisors.

#10.

Staff Report – Resolution Authorizing Agreement
Westmed Ambulance (McCormick Ambulance)/
Advanced Life Support Billing & Collection Services
January 3, 2017, page 2

STATEMENT OF THE ISSUE

The Los Angeles County DHS Emergency Ambulance Transportation Services 9-1-1 Response Agreement for EOA 6 (Compton) was awarded to Westmed Ambulance dba McCormick Ambulance.

In order for Westmed Ambulance to legally bill and collect on behalf of the City of Compton from users of emergency medical services and/or their public or private insurance carriers for services rendered, it is necessary to enter into an agreement with Westmed Ambulance. This agreement will identify Westmed/McCormick Ambulance as the provider of ambulance transport and related billing services for the City, identify how reasonable and appropriate compensation for Advanced Life Support (“ALS”) services provided by the City Firefighter/Paramedic personnel is defined and address the billing and collection process.

ALTERNATIVE

No alternative presented. The result of not entering into an agreement with Westmed Ambulance may result in reduced revenues received for ALS services rendered by City of Compton Firefighter/Paramedic personnel.

FISCAL IMPACT

There is a potential substantial savings to the General Fund in that Westmed Ambulance will be responsible for providing the ambulances and ambulance operators/personnel that is currently provided by and at the cost of the City.

The proposed agreement provides that Westmed Ambulance shall be entitled to receive a billing administrative fee in an amount equal to five percent (5%) of total ALS revenue.

RECOMMENDATION

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

JEROME G. GROOMES
INTERIM CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INTERIM CITY MANAGER TO ENTER INTO A TEN (10) YEAR ADVANCED LIFE SUPPORT BILLING SERVICES AGREEMENT WITH WESTMED AMBULANCE (DBA MCCORMICK AMBULANCE)

WHEREAS, the Los Angeles County Department of Health Services (“DHS”) is held responsible for the provision of “Emergency Ambulance Transportation Services 9-1-1 Response” to all residents of Los Angeles County, including persons within incorporated areas; and

WHEREAS, as authorized by California Health and Safety Code Section 1797.224, the DHS created “Exclusive Operating Areas” (“EOA”) to be serviced by contract ambulance operators which exclusively receive 9-1-1 calls for emergency ambulance transportation services in their awarded EOA(s). The City of Compton is currently assigned to EOA 6; and

WHEREAS, on February 4, 2016, the DHS released a Request for Proposal (“RFP”) to identify the most qualified proposer(s) for emergency ambulance transportation services for a number of the EOAs, including the City of Compton and awarded the Los Angeles County DHS Emergency Ambulance Transportation Services 9-1-1 Response Agreement for EOA 6 (Compton) to Westmed Ambulance dba McCormick Ambulance; and

WHEREAS, in order for Westmed Ambulance to legally bill and collect on behalf of the City of Compton from users of emergency medical services and/or their public or private insurance carriers for services rendered, it is necessary to enter into an agreement with Westmed Ambulance; and

WHEREAS, this agreement will identify Westmed/McCormick Ambulance as the provider of ambulance transport and related billing services for the City, identify how reasonable and appropriate compensation for Advanced Life Support (“ALS”) services provided by the City Firefighter/Paramedic personnel is defined and address the billing and collection process.

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

Section 1. That the Interim City Manager, on the advice and approval of the City Attorney, is hereby authorized to enter into a ten (10) year (i.e. January 1, 2017 through November 30, 2026) Advanced Life Support Billing Agreement with Westmed Ambulance dba McCormick Ambulance for provision of billing and collection services for Advanced Life Support Services rendered by City Firefighter/Paramedic personnel.

Section 2. That a copy of this Resolution shall be filed with the offices of the City Manager, City Attorney, City Controller and the Fire Department.

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

ADOPTED _____ day of _____, 2017.

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 _____, 2017.

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

ADVANCED LIFE SUPPORT BILLING AGREEMENT

This Advanced Life Support Billing Agreement is made and entered into this first day of January, 2017, by and between the City of Compton, a municipal corporation (hereinafter "City"), and Westmed Ambulance DBA McCormick Ambulance, a California corporation (hereinafter "Contractor"), with reference to the following:

RECITALS

WHEREAS, Contractor has entered into an agreement with the County of Los Angeles, more specifically described in Exhibit A hereto ("Ambulance Agreement"), to provide emergency ambulance transportation services in EOA 6, the City of Compton; and

WHEREAS, to assist Contractor in performing the Ambulance Agreement, the City provides paramedic personnel to assist Contractor, by providing advanced life support services ("ALS Services") to patients at the scene of emergency incidents and during transport; and

WHEREAS, the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services (formerly the Health Care Financing Administration) has issued regulations and guidance indicating that an ambulance supplier may bill Medicare for ALS Services rendered at the scene and/or during transport to federal program beneficiaries by a separate agency, and may pass all or part of such revenue on to the ALS agency; and

WHEREAS, Medical Control within the City is performed by the County of Los Angeles Department of Health Services ("County"); and

WHEREAS, Contractor and City have determined that it is in the best interests of the public to permit Contractor to bill for ALS Services rendered at the scene and during transport by City paramedics, and to pass such revenue on to the City, less an appropriate amount to defray Contractor's reasonable billing and collection administrative costs ("Billing Administrative Fee"); and

WHEREAS, nothing in this Agreement is intended to alter or amend the Ambulance Agreement, it being the intent of the parties solely to establish a mechanism for recovering reasonable and appropriate compensation for ALS Services rendered by City's paramedics at the scene and during transport, in compliance with applicable law.

NOW, THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. ALS SERVICES Upon a determination by a Regional dispatcher; City's paramedics or County medical control in accordance with County Department of Health Services Pre-Hospital Care Guidelines that a patient requires ALS Services, a City paramedic shall perform an ALS assessment at the scene and, if deemed medically necessary in accordance with said Guidelines, shall accompany a patient during transport by Contractor. "ALS assessment" shall mean an assessment performed by a City paramedic as part of an emergency response that was necessary because the patient's reported condition at the time of dispatch was such that only an ALS crew was qualified to perform the assessment. An ALS assessment does not necessarily result in a determination that the patient requires ALS interventions'. City shall follow medical necessity guidelines established by the County in determining whether to perform an ALS assessment and whether to accompany a patient during transport. Nothing herein shall require City or its paramedics to provide ALS Services when they reasonably determine it is not medically necessary or appropriate or when City has insufficient personnel deployed to do so, in light of its other duties. City's paramedics shall document all ALS Services in a manner consistent with the standards established by Third Party Payors. For purposes of this Agreement, "Third Party Payor" shall include Medicare, MediCal and other public and private third party reimbursement programs or sources. City paramedics shall complete, to the maximum extent possible, all the data elements in

the County of Los Angeles EMS Report Form, including patient name, patient phone number, patient medical condition and description of services provided, location of patient pick up point, code for receiving facility to which the patient is delivered, and date of service. In addition, City paramedics shall cooperate with Contractor in obtaining patient name, address, and date of birth.

2. **COMPLIANCE TRAINING.** City acknowledges that Contractor requires all personnel who participate in the creation of documentation used by Contractor to bill state and federal healthcare programs to undergo compliance training reasonably acceptable to Contractor and consistent with applicable law. The compliance training shall be in accordance with policies prescribed by the Compton Fire Department and will include training in the use of the County of Los Angeles EMS Report Reference Manual. City shall require all City and field personnel who perform or supervise ALS Services to participate in the compliance training program. Contractor shall notify City upon the publication of compliance guidelines issued by the Office of Inspector General of the Department of Health and Human Services ("OIG"), and provide the OIG guidelines to City for incorporation in its compliance training program. City and Contractor shall meet and confer to agree on the manner in which the OIG guidelines will be incorporated and implemented as part of the City's compliance training program. Prior to the Commencement Date, City shall check all City paramedics against the list of excluded individuals maintained by the OIG.

3. **BILLING AND COLLECTION.** In those instances, in which a City paramedic performs ALS Services in conjunction with an emergency response that results in a medically necessary patient transport, Contractor shall bill the patient or applicable Third Party Payor for ALS Services, subject to applicable law and reimbursement rules. Contractor shall bill patients and Third Party Payors in accordance with all local, state and federal laws and regulations. Nothing herein shall

require Contractor to bill any patient or Third Party Payor if Contractor determines it is not appropriate to do so under applicable law and reimbursement rules.

4. CITY RECORDS. City shall cooperate with and provide Contractor with all records and documents required by Third Party Payors in order to secure payment for ALS Services. Without limiting the generality of the foregoing, at the conclusion of each ALS Transport, or as soon thereafter as possible, City shall promptly make available to Contractor the booklet number, or equivalent, of the City electronic patient care report with the information specified above, and any other information Contractor may reasonably request to facilitate and support such billing. City will provide information to Contractor for use in the preparation and presentation of claims, appeals and supporting documentation as required by Third Party Payors. City will also reasonably cooperate in providing information for use by Contractor in connection with government audits of Contractor's billings pursuant to this Agreement.

5. CONTRACTOR RECORDS; RETENTION AND INSPECTION.
Contractor shall maintain records for services billed pursuant to this Agreement in accordance with the standards applicable to all other records for similar services billed by Contractor. Contractor shall maintain financial and billing records in accordance with the standards outlined in the Ambulance Agreement. Contractor agrees that federal, state and City of Compton representatives shall have access to and the rights to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, timecard, or other records relating to this Agreement, subject to City's compliance with applicable federal and state laws relating to confidentiality of such records. Such material, including any pertinent costs, accounting, financial records and proprietary data, shall be retained by Contractor for a period of four (4) years after the term of this Agreement ends, unless the City's Fire Chief gives written permission to dispose of

such material prior to the end of such term. In the event of litigation, Contractor shall retain such records until all litigation is final.

6. ALS PAYMENTS. Contractor shall remit to City all revenue collected for ALS Services provided by City paramedics, less Contractor's Billing Administrative Fee and any Refunds as specified in Section 8 hereof ("City Payments"). The amount of the City Payments shall be determined in accordance with the formula set forth on Exhibit B, attached hereto and incorporated herein by this reference. Commencing on the 20th day of the third month following the commencement date of this Agreement, and in monthly installments thereafter (hereinafter referred to as the "Revenue Cycle"), Contractor shall remit City Payments to City by no later than the 20th day of each month, or if such day is not a business day, the first business day thereafter. Each City Payment shall include revenue collected by Contractor during the immediately preceding full month (or, with respect to the first City Payment, the immediately preceding two full months) for ALS Services performed, less Contractor's Billing Administrative Fee and any Refunds as described in Section 8 below. In conjunction with such payment, Contractor shall provide a written reconciliation of revenue received for the Revenue Cycle for transports resulting from 911 emergency response in which ALS Services were performed in a form substantially conforming to Exhibit C, which is attached hereto and incorporated herein by this reference. The form and content of the report shall be subject to reasonable modification upon agreement of the parties, based upon the parties' respective regulatory compliance, accounting and data collection needs and capabilities. In addition, Contractor shall provide aggregate reports in a mutually agreed upon format every six (6) months, to coincide with City's fiscal year (July 1 through June 30).

7. COLLECTION EFFORTS. Contractor shall attempt to collect for ALS Services in accordance with its usual and customary collection practices, and shall be

entitled to use its good faith discretion in determining when to write off charges, appeal denials or take other steps inherent in the collection process. Upon written request of Contractor, City will provide information for use in connection with any appeals Contractor chooses to file. Contractor acknowledges and agrees that all costs of any appeals shall be borne solely by Contractor. In the event any patient or Third Party Payor declines to pay for ALS Services for any reason, Contractor shall have no responsibility or liability to City for any amount attributable to such services.

8. REFUND OF OVERPAYMENTS. If any Third Party Payor reimburses Contractor for ALS Services but later provides sufficient evidence to support refund of any amounts paid, or recoups payment in accordance with applicable reimbursement practices and policies, or if Contractor determines in good faith as a result of an internal audit that any amount collected for ALS Services should not have been billed or otherwise constituted an improper payment (collectively, "Overpayments"). Contractor shall provide a monthly report notifying the City of such overpayments. If the City received any portion of the Overpayments, Contractor may deduct the portion of the Overpayment received by the City in determining City Payments due. If a recoupment or refund of an Overpayment occurs after termination of this Agreement, or if this Agreement expires before the amount payable by Contractor due to Overpayments has been offset to reflect City's share of any Overpayment received, the City shall pay Contractor the balance due within thirty (30) days of receipt of an invoice for such amount and supporting documentation evidencing the amount of the Overpayment, the amount previously recovered by Contractor through offset (if any), and the balance due. If Contractor obtains the reversal of any refund or recoupment of an Overpayment through an appeal or otherwise, Contractor shall pay City any amount to which it would otherwise be entitled within thirty (30) days of receipt by Contractor of such funds.

9. FIRST RESPONDER PAYMENTS. In the event that a change in any public reimbursement program or law affecting private payors provides for direct payment to City for first response services independent of ambulance transport, the parties shall meet and confer to determine the impact of such change on this Agreement. Contractor shall not be obligated to bill for such services under this Agreement unless the parties amend this Agreement to provide for such billing. The City will provide sixty (60) days prior written notice to Contractor if City plans to begin independently charging patients or third party payors for first response services. In such case, Contractor may terminate this Agreement upon written notice to City. The termination would be effective upon the City's commencement of independently charging patients or third party payors for the first response services.

10. CITY AUDITS; AUDIT SETTLEMENT. City shall be permitted to audit, during regular business office hours, the collection activities of Contractor related to this Agreement at any time upon reasonable notice. The request to audit shall be made by written notice designating a proposed audit date no less than five (5) business days prior to the proposed audit. The notice shall designate the records to be audited and identify by name, title and affiliation with the City representatives selected to perform the audit. Travel expenses shall be the responsibility of the Contractor. All audits shall take place at Contractor's regional office, unless the parties otherwise agree in writing. Each person participating in the audit shall be bound by the patient confidentiality requirements imposed by law and this Agreement. In the event any personnel used by the City to perform the audit are independent contractors or consultants, City shall require such contractors and consultants to execute patient record confidentiality agreements prior to reviewing the records. Copies of such agreements shall be provided to Contractor prior to the commencement of the audits. In the event either Contractor or City determine, due to internal or external audits by the parties hereto and/or outside agencies, that the sums received or paid pursuant to this Agreement are incorrect, the party discovering such error shall immediately notify

outstanding. The balance that is remaining may, at City's discretion, be assigned to a collection agency acceptable to both parties. The City shall be entitled to its ALS Payments from the ALS Transports revenue collected, less City's pro rata shares of the fee payable to the collection agency. Contractor shall also pay its prorata share of the fee payable to the collection agency. By way of example, if the collection agency charges thirty-five percent (35%), then City's ALS Payments shall be reduced by such amount on the accounts assigned to the collection agency and the balance of the amount payable to the collection agency shall come from the amount payable to Contractor.

14. INDEPENDENT CONTRACTOR STATUS. This Agreement is by and between the City and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between City and Contractor.

15. GOVERNING LAWS. This Agreement shall be construed in accordance with and governed by the laws of the State of California.

16. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS. Contractor and City agree to comply with all applicable federal, state and local laws, rules, regulations or ordinances, and a provisions required thereby to be included herein, are hereby incorporated by reference. Without limiting the generality of the foregoing, the parties shall comply with all prohibitions regarding capping in the California Business and Professions Code. Each party hereto agrees to indemnify and hold the other harmless from any loss, damage, or liability resulting from a violation on the part of the indemnifying party of such laws, rules, regulations or ordinances.

17. TERMINATION.

a. Automatic Termination. This Agreement shall automatically terminate upon termination of the Ambulance Agreement.

b. Termination for Contractor Default. If Contractor fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Contractor shall be deemed to be in default in the performance of this Agreement. If such default is not cured with a period of five (5) working days after receipt by Contractor from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default, then City may terminate the Agreement immediately by giving Contractor written notice thereof.

c. Termination for Material Impairment of Contractor's Billing Obligations or Violation of Law. If City's acts or omissions materially impair Contractor's ability to perform its billing or other obligations under this Agreement, or place Contractor at a material risk of being in violation of any applicable law or other governmental regulation, City shall be deemed to be in default in performance of this Agreement. Contractor shall deliver to City written notice of the default, specifying the steps necessary to cure such default. If the default is based on an alleged violation of law, Contractor shall also deliver a copy of the law in question to City. Upon City's written request within fifteen (15) days of receipt of a default notice, Contractor shall meet and confer with City to determine the appropriate means to cure the default, and to consider any extension of time necessary to achieve the cure. If City's default is not cured within a period of thirty (30) days after receipt of the written default notice, or any additional extension of time to the cure period, then Contractor may terminate this Agreement by giving City written notice thereof.

d. Termination Without Cause. The City shall have the option, at its sole discretion, and without cause, of terminating this Agreement by giving ninety (90) days written notice to Contractor as provided herein. Upon Termination of this

#10.

Agreement, Contractor shall prorate and pay to the City that portion of Compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

18. NOTICES. Notices desired or required to be given under this Agreement or any law now or hereafter in effect that may be applicable to this Agreement may, at the option of the party giving the same, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box; and any such notice and the envelope with postage prepaid in the United States Post Office or any substation thereof, or any public box; and any such notice and the envelope containing the same shall be addressed to the Contractor at the following address, or such other place as may be hereafter designated in writing by Contractor:

McCormick Ambulance

13933 Crenshaw Blvd.

Hawthorne, CA 90250

The notices to the City shall be addressed to City shall be addressed as follows:

COMPTON FIRE DEPARTMENT

Attn: Fire Chief

201 S. Acacia Ave.

COMPTON, CA 90220

With a copy to:

COMPTON CITY ATTORNEY'S OFFICE

205 S. Willowbrook Ave.

Compton, CA 90220

In the event of termination of the Agreement, notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the Contractor and/or City. Actual knowledge of termination by the president, vice-president, secretary, or general manager, if the Contractor be a corporation, or, in any instance, by the managing agent regularly in charge of the work on behalf of said Contractor, shall in any case be sufficient notice.

19. CONFIDENTIALITY. Contractor and City, to the extent within City's control, shall maintain the confidentiality of all its records, including, but not limited to, billings, and City records, in accordance with all applicable federal, state and local laws, regulations, ordinances and directives relating to confidentiality. Without limiting the foregoing, City and Contractor agree that they shall be in compliance with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 as of the date such compliance is required, and shall enter into any additional agreement regarding patient confidentiality as may be required thereby. Contractor shall inform all of its officers, employee, and agents providing services hereunder of the confidentiality provisions of this Agreement.

20. VALIDITY: SEVERABILITY. Notwithstanding anything to the contrary in this Agreement, if any term, covenant, condition or provision of this Agreement should be deemed to violate any future statute, regulation, ordinance, or be otherwise deemed illegal or deemed as invalidating or requiring a new competitive process for any other existing contract entered into by either party (collectively, "Jeopardy Event"), then the parties shall use their best efforts to meet forthwith and attempt to renegotiate this Agreement to remove or negate the effect of the Jeopardy Event. If the parties are unable to renegotiate this Agreement as specified above, such illegal, unenforceable or invalid provisions (or provisions otherwise causing the Jeopardy Event) or part thereof shall be stricken from this Agreement and such

provision shall not affect the legality, enforceability or validity of the remainder of this agreement, except as hereafter provided. If any provision or part thereof of this Agreement is stricken in accordance with the provisions of this Section, then this stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in economic effect to the stricken provision as is legally possible.

21. ENTIRE AGREEMENT. This Agreement (including the Exhibits and any attachments thereto, which are incorporated herein by this reference) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral and written agreements with respect thereto and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written agreement signed by both City and Contractor.

22. NO INFLUENCE REFERRALS. It is not the intent of either party to this Agreement that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing, or ordering of any services other than specific services described in this Agreement. Any payments specified in this Agreement are consistent with what the parties reasonably believe to be the fair market value for the services provided.

23. WAIVER. No waiver of a breach of any provision of this Agreement by either party shall constitute a waiver of any other breach or of such provision. Failure of either to enforce at any time, or from time to time, any provision of this

Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date: _____

CITY OF COMPTON

By:
Mayor

ATTEST:

City Clerk

McCormick Ambulance

By:
Title:
Date:

APPROVED AS TO FORM:

Compton City Attorney

Date:

EXHIBIT B

CALCULATIONS OF CITY PAYMENTS

It is the intent of the parties hereto to accurately calculate and remit to the City compensation for ALS Services performed by City as timely as possible. To achieve that goal, the parties agree that the compensation payable to the City shall be calculated as provided in this Exhibit. To summarize, the methodology set forth herein requires contractor to pay City a percentage of each dollar collected for: each ALS Transport, up to a maximum amount for each such transport.

Allowable ambulance rates, for the purpose of this agreement, will be those established by the County of Los Angeles, County Rate Sections 7.16.280, 310 and 340.

1. **DEFINITIONS:** For the purposes of this exhibit, the following definitions shall apply:
 - a. "Medicare Allowable" means the base rate allowed by Medicare Part B, including the applicable co-payment, under the Medicare rules in effect at the time of transport.
 - b. "Commercial Allowable" means the maximum base rate under the Los Angeles County Rate Schedule in effect at the time of transport for ALS emergency transports¹¹.
 - c. "ALS1-Emergency Medicare Transport" is a transport allowed and paid by the carrier or a Medicare + Choice HMO at the ALS1-Emergency rate.
 - d. "ALS1-Non-emergency Medicare Transport" is a transport allowed and paid by the carrier or a Medicare + Choice HMO at the ALS1-Non-emergency rate.
 - e. "ALS2-Medicare Transport" is a transport allowed and paid by the carrier or a Medicare + Choice HMO at the ALS2 rate.

¹ In the event the administration of this Agreement requires the tracking of revenue for Commercial ALS Non-emergency Transports, appropriate definitions and formulae shall be added hereto.

- f. "ALS Emergency Commercial Transport" is any transport paid as an ALS emergency transport by any party other than Medicare or a Medicare + Choice HMO.
- g. ALS1-Emergency Medicare Revenue Per Transport" is the Medicare Allowable for ALS1-Emergency Transports, less the Medicare Allowable for BLS Emergency transports, subject to Section 2 below.
- h. "ALS1-Non-emergency Medicare Revenue Per Transport" is the Medicare Allowable for ALS1-Non-Emergency Transports, less the Medicare Allowable for BLS Non-emergency transports, subject to Section 2 below.
- i. ALS2 Medicare Revenue Per Transport" is the Medicare Allowable for ALS2 transports, less the Medicare Allowable for BLS Emergency transports, subject to Section 2 below.
- j. ALS Commercial Revenue Per Transport" is the maximum Commercial Allowable under the Los Angeles County Rate Schedule for ALS Emergency transports, less the maximum Commercial Allowable under the Los Angeles County Rate Schedule for BLS Emergency transports.
- k. "Medicare Patients" means patients covered by Medicare Part B and Part C (i.e., Medicare + Choice patients).
- l. "Medi-Cal Patients" means patients covered by the Medi-Cal fee-for-service program or any Medi-Cal managed care program; provided, however, that Medi-Cal does not pay an ALS rate and no ALS payments are made in connection with such patients.
- m. "Commercial Patients" means patients other than Medicare or Medi-Cal patients.
- n. "Collection Percentage" means, for each specific transport covered by this Agreement, the amount actually collected for such transport as a percentage of the amount billed for the transport. For example, if billed charges are \$500 and payments equal to \$400 are received, the Collection Percentage for that transport is 80%. The Collection Percentage for each such transport shall be recalculated each month during which a payment is received for up to six consecutive (6) months, commencing from the date of service of the transport.

#10.

- o. "ALS Revenue" means the amount of revenue attributable to ALS Services for each transport, calculated in the manner as set forth in Section 3 of this Exhibit, below.
 - p. "Total ALS Revenue" means the total amount of ALS Revenue collected for all ALS transports during the relevant Revenue Cycle, calculated in the manner as set forth in Section 4 of this Exhibit below.
 - q. "Billing Administrative Fee" shall mean an amount equal to five percent (5%) of Total ALS Revenue during any Revenue Cycle, which the parties agree constitutes fair and reasonable compensation to Contractor for collecting and administering payment for ALS Services.
 - r. "City Payment" shall be defined as set forth in Section 4 of this Exhibit below.
 - s. "Payor Category" shall mean Medicare or Commercial Patients.
2. **CAPITATION PAYMENTS.** In the event ALS Services are rendered to a patient for whom Contractor has received capitation payments during the time period covered by such payment, Contractor agrees to calculate the revenue to City for ALS Services rendered to such patient as if the third party payor had reimbursed Contractor in the following amounts; for commercial HMO patients, the ALS Commercial Revenue Per Transport amount; and for Medicare + Choice patients, the Medicare Revenue Per Transport amount.
3. **CALCULATION OF ALS REVENUE.** ALS Revenue for each transport shall be calculated as follows:
- a. For ALS1 – Emergency Medicare Transports, ALS Revenue is determined by the following formula: (ALS1-emergency Revenue Per Transport) X (the Collection Percentage). By way of example: if the amount billed for a particular ALS1-Emergency Medicare transport is \$500, and the collected is \$400, the Collection Percentage is 80%, and the ALS 1-Emergency Medicare Revenue Per transport is \$150, then the ALS Revenue for that transport is \$120 (i.e., 80% of \$150).
 - b. For ALS1-Non-emergency Medicare Transports, ALS Revenue is determined by the following formula: (ALS1-Nonemergency Medicare Revenue per Transport) X (the Collection Percentage).

- c. For ALS2 Medicare Transports, ALS Revenue is determined by the following formula: (ALS2 Medicare Revenue per Transport) X (the Collection Percentage).
 - d. For ALS Commercial Transports, ALS Revenue is determined by the following formula: (ALS Commercial Revenue per Transport) X (the Collection Percentage).
4. **CALCULATION OF TOTAL ALS REVENUE.** For each Revenue cycle, Total ALS Revenue shall be determined by calculating the sum of ALS Revenue received during the Revenue Cycle. If multiple payments are received on the same ALS Transport during separate Revenue Cycles, Contractor shall recalculate the Collection Percentage and shall include the additional ALS Revenue collected for such transport in the City Payment in each Revenue cycle for a period of up to six (6) consecutive months, commencing from the date of service of the transport.
5. **CALCULATION OF CITY PAYMENTS.** For each Revenue Cycle, the amount of the City Payment shall equal:
- a. Total ALS Revenue, calculated as set forth in Section 4 above, less
 - b. The Billing Administrative Fee and any R e f u n d s
6. **RECALCULATION.** The ALS Revenue Per Transport amount for each Payor Category and type of transport shall be recalculated whenever there is a change in any Medicare Allowable amount or Commercial Allowable used to determine such ALS Revenue Per Transport amount. For example, the ALS1-Emergency Revenue Per Transport amount shall be recalculated whenever there is a change in the Medicare Allowable for either ALS1-emergency Medical Transport or BLS Emergency Transport.
7. **AUDITOR.** In the event the parties disagree as to the amount of any City Payment, the ALS per transport amount for any Payor Category or type of transport, or any other calculation required hereunder, the issue shall be resolved by an auditor jointly designated by the parties, who shall have expertise in ambulance reimbursement ("Auditor"). The cost of the Auditor shall be split equally by the parties. In the event the parties are unable to agree upon an Auditor, each party shall designate an auditor with the foregoing expertise and the two auditors so designated shall designate a third auditor, who shall serve as the Auditor.

#10.

Although it is the intent of the parties that the Auditor's determination constitutes an economical and expeditious means of resolving disagreements over the foregoing issues, nothing herein shall preclude either party from initiating an arbitration as specified in Section 18 of the Agreement. The Auditor's determination on any issue shall be considered persuasive by the arbitrator(s). In determining any of the aforementioned issues, the Auditor shall attempt to effectuate the purpose of this Agreement, which is to provide for payment to the City of the amount collected by Contractor attributable solely to ALS Services, less the Billing Administrative Fee.

Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown below.

Date:

CITY OF COMPTON

By:

Mayor .

MCCORMICK AMBULANCE

By:

Title: _____

Date:

Date:

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 ENTER INTO A TEN (10) YEAR ADVANCED LIFE SUPPORT BILLING SERVICES AGREEMENT WITH WESTMED AMBULANCE (DBA MCCORMICK AMBULANCE)

Bryan Batiste
DEPARTMENT MANAGER’S SIGNATURE

12/29/2016 4:25:38 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

12/29/2016 8:37:58 PM
DATE

Robert Torrez
CITY CONTROLLER

12/29/2016 5:10:04 PM
DATE

Jerry Groomes
CITY MANAGER

12/29/2016 5:07:13 PM
DATE

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

JANUARY 3, 2017

TO: HONORABLE MEMBERS OF THE CITY COUNCIL

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THAT A BALLOT MEASURE AMENDING THE CITY CHARTER SECTION 1101 TO ADD DEPARTMENT HEADS AND LEGAL SECRETARY TO THE LIST OF POSITIONS THAT COMPRISE THE CITY'S UNCLASSIFIED SERVICE

SUMMARY

Staff is requesting the City Council order a ballot measure to be voted upon by the citizens of Compton in the April 18, 2017 Primary Nominating Election that includes Department Heads and the Legal Secretary positions in the City's Unclassified Service.

BACKGROUND

Currently, the chief executive employees are included in the Classified Service along with those whom they supervise. The City Manager, Assistant City Manager and all elective officers are responsible for overseeing and managing the City's classified service. The individuals occupying these positions are held accountable to the City Council and the citizens to discharge their responsibilities in a way that best serves the public. Staff believes that the department heads, who are directly responsible for managing the City's day-to-day operations and functions, should similarly be held accountable for the efficient and effective performance of their duties. However, the City Manager is restricted in addressing and making personnel decisions affecting department heads when it becomes necessary. These restrictions directly hamper the City's ability to appropriately respond to managerial abuses and/or ineffectiveness which directly impact whole factions of civil service employment and services provided to citizens and create fiscal liability and waste. The City has an obligation to the citizens of Compton to hold these employees accountable, just as it does other high-level employees. Including department heads in the unclassified service brings the City into alignment with similarly situated cities that currently enjoy this flexibility and provides a critical and necessary layer of accountability that will directly and positively impact the efficiency and effectiveness of department operations.

Additionally, the placement of department heads in the Classified Service has presented potential conflicts of interest that adversely affect labor/management relations, creates inequities in discipline imposed on subordinate employees, and imposes an undue burden, both logistically and fiscally, on the City, resulting in an uncontained liability. Including these employees in the Unclassified Service resolve these conflicts, lifts the undue burdens which hamper efficient provision of City services to its citizens, and clears the path for effective and fiscally responsible City government.

The ballot measure would also include within the City's unclassified service the Legal Secretary position, currently a miscellaneous position. Currently, Section 1101 of the City Charter includes a private secretary for the City Manager in the unclassified service. This placement allows the City Manager the discretion to hire his/her own secretary who he/she feels will be the best partner in working to maximize his/her productivity and that of the entire office. Using this same rationale, there is a compelling interest in affording the City Attorney, an elected position with significant responsibility, the same discretion to hire an assistant based on the changing needs of the department and synergy between that assistant and the City Attorney.

STATEMENT OF THE ISSUE

In accordance with the LRPMP, the City Council is requesting a measure be placed on the April 18, 2017 ballot calling for an amendment to the City Charter that includes the City's Department Heads and Legal Secretary in the Unclassified Service.

RECOMMENDATION

The City Manager respectfully requests the City Council to approve a ballot measure calling for an amendment to Section 1101 of the City Charter to include department heads and the Legal Secretary to the list of positions that comprise the Unclassified Service.

JEROME GROOMES
INTERIM CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THAT A BALLOT MEASURE AMENDING THE CITY CHARTER SECTION 1101 TO ADD DEPARTMENT HEADS AND LEGAL SECRETARY TO THE LIST OF POSITIONS THAT COMPRISE THE CITY’S UNCLASSIFIED SERVICE

WHEREAS, a Primary Nominating Election on Tuesday, April 18, 2017 has been called by Ordinance Number 2,278, adopted on December 6, 2016; and

WHEREAS, the City Council desires to submit to the voters at such Election a ballot measure calling for the inclusion of City Department Heads in the Unclassified Service.

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

SECTION 1. That the City Council, pursuant to its rights and authority, does hereby order submitted to the voters at such Primary Nominating Election the following ballot measure:

Shall Section 1101 of the Compton City Charter be amended to authorize the City Council to add Department Heads and Legal Secretary to the list of positions that comprise its Unclassified Service?	Yes
	No

SECTION 2. That the proposed measure submitted to the voters is attached as Exhibit A.

SECTION 3. That the City Clerk is hereby directed to forward a copy of the measure to be voted on at the Primary Nominating Election to the City Attorney and the City Attorney is hereby directed to prepare an impartial analysis of the measure pursuant to Elections Code Section 9280.

SECTION 4. That the City Council is hereby authorizes any of its members to submit a ballot argument in favor of or against the measure to be voted on at the Primary Nominating Election pursuant to Elections code Section 9282

SECTION 5. That in all particulars not recited in this Resolution, 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, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

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

ADOPTED this _____ day of _____, 2017.

RESOLUTION NO. _____
Page 2

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

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 _____, 2017.

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

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

CITY CLERK OF THE CITY OF
COMPTON

EXHIBIT A – PROPOSED AMENDMENT OF CHARTER SECTION 1101

Section 1101 of the Compton City Charter is hereby amended to read as follows (text to be deleted shown in ~~striketrough~~ and text to be added shown in double-underline):

Section 1101. Classified Service. The Civil Service of the City shall be divided into the Unclassified and the Classified Service.

- (a) The Unclassified Service shall comprise the following officers and positions:
 - 1. All elective officers;
 - 2. City Manager;
 - 3. Assistant City Manager;
 - 4. Department Heads
 - 5. One private secretary to the City Manager;
 - 6. Legal Secretary
 - 7. All members of boards and commissions;
 - 8. Positions in any class or grade created for a special or temporary purpose, and which would exist for a period of not longer than ninety days. The Personnel Board, upon application of the appointing officer of the board, and after public notice and hearing, by the affirmative notes of four of the members, may exempt any position in any class or grade for a maximum period of six months in any calendar year. Any such exemption shall not affect the tenure of any person whose appointment has become final under civil service;
 - 9. Persons employed to render professional, scientific, technical, or expert service of an occasional and exceptional character;
 - 10. Crossing guards; and
 - 11. Part-time employees paid on an hourly or per diem basis.

- (b) The Classified Service shall comprise all positions not specifically included by this section in the Unclassified Service.

January 3, 2017

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: INTERIM CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING THE COMPTON TAXPAYERS COMMITTEE TO REVIEW THE USE OF REVENUES COLLECTED PURSUANT TO ORDINANCE NO. 2,269 ("MEASURE P") AND SETTING FORTH TERMS, DUTIES AND GUIDELINES OF THE COMPTON TAXPAYERS COMMITTEE

SUMMARY

The City Council will consider a Resolution to establish the Compton Taxpayers Committee to review the use of revenues collected pursuant to Ordinance No. 2,269 ("Measure P") and set forth terms, duties, and guidelines of the Compton Taxpayers Committee.

BACKGROUND

On June 7, 2016, Compton voters passed Measure P, a one-cent retail transactions and use tax ordinance to be administered by the State Board of Equalization. The Los Angeles County Registrar-Recorder/County Clerk certified the canvass of the election returns and the statement of votes cast on July 1, 2016. After receipt of the Los Angeles County Registrar-Recorder/County Clerk's certification of the election results, the City Council adopted Resolution No. 24,410 on July 26, 2016, declaring the results of the June 7, 2016 election which showed the voters adoption of Ordinance No. 2,269 ("Measure P"). Section 3-5.15 of Ordinance No. 2,269 directs the City Council, no later than January 7, 2017, to establish a Compton Taxpayers Committee to review the expenditure of the revenues collected pursuant to the ordinance.

STATEMENT OF THE ISSUE

Staff is recommending that Council adopt this Resolution in order to establish and set forth terms, duties, and guidelines of the Compton Taxpayers Committee. The Compton Taxpayers Committee is to consist of at least five (5) members appointed by the City Council. The term of office of the Committee members shall be four (4) years. Committee members shall be residents of the City of Compton. The terms of the Compton Taxpayers Committee and the specific duties of members are established by the City Council and are set forth in Exhibit "A" to this Resolution.

**Staff Report – Resolution Establishing the Compton
Taxpayers Committee and Setting Forth Terms, Duties,
and Guidelines of the Committee
January 3, 2017, page 2**

If approved, the City Clerk would be directed to advertise that applications for the Compton Taxpayers Committee shall be received by the City up to and including February 16, 2017. Following the application deadline of February 16, 2017, the applications received shall be reviewed for selection by the City Council at a future Council meeting.

City Council Members would nominate from the applicant pool for a district representative and the Mayor would nominate from the applicant pool a city-wide representative to the Committee. The City Council would approve all members of the Compton Taxpayers Committee.

ALTERNATIVE

None Proposed.

FISCAL IMPACT

None.

RECOMMENDATION

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

**JEROME G. GROOMES
INTERIM CITY MANAGER**

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING THE COMPTON TAXPAYERS COMMITTEE TO REVIEW THE USE OF REVENUES COLLECTED PURSUANT TO ORDINANCE NO. 2,269 (“MEASURE P”) AND SETTING FORTH TERMS, DUTIES AND GUIDELINES OF THE COMPTON TAXPAYERS COMMITTEE**

WHEREAS, on June 7, 2016, Compton voters passed Measure P, a one-cent retail transactions and use tax ordinance to be administered by the State Board of Equalization; and

WHEREAS, on July 1, 2016, the Los Angeles County Registrar-Recorder/County Clerk certified the canvass of the election returns and the statement of votes cast; and

WHEREAS, on July 26, 2016, after receipt of the Los Angeles County Registrar-Recorder/County Clerk’s certification of the election results, the City Council adopted Resolution No. 24,410, declaring the results of the June 7, 2016 election which showed the voters adoption of Ordinance No. 2,269 (“Measure P”); and

WHEREAS, Section 3-5.15 of Ordinance No. 2,269 directs the City Council, no later than January 7, 2017, to establish a Compton Taxpayers Committee to review the expenditure of the revenues collected pursuant to the ordinance; and

WHEREAS, the Compton Taxpayers Committee is to consist of at least five (5) members appointed by the City Council; and

WHEREAS, the members of the Compton Taxpayers Committee shall be residents in the City of Compton; and

WHEREAS, the terms of the Compton Taxpayers Committee and their specific duties shall be established by resolution of the City Council; and

WHEREAS, the City Council desires to form the Compton Taxpayers Committee, and establish the terms, duties and guidelines for the Compton Taxpayers Committee.

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

SECTION 1. The City Council hereby establishes a five (5) member oversight board called the Compton Taxpayers Committee, which shall be comprised of Compton residents and taxpayers.

SECTION 2. The term of office of the members of the Compton Taxpayers Committee shall be four (4) years.

SECTION 3. The City Council hereby approves the Compton Taxpayers Committee duties and guidelines as set forth in Exhibit “A” attached hereto.

SECTION 4. The City Clerk is hereby directed to advertise that applications for the Compton Taxpayers Committee shall be received by the City up to and including February 16, 2017.

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SECTION 5. Following the application deadline of February 16, 2017, the applications received shall be reviewed for selection by the City Council at a future Council meeting.

SECTION 6. That a certified copy of this Resolution shall be filed in the office of the City Manager, City Attorney, City Controller and City Clerk.

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

ADOPTED this _____ day of _____, 2017.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton hereby certify that the foregoing resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2017.

That said resolution was adapted 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

EXHIBIT “A”

COMPTON TAXPAYERS COMMITTEE DUTIES AND GUIDELINES

The City Council of the City of Compton hereby establishes the Compton Taxpayers Committee to review the expenditure of the revenues collected pursuant to the Measure P retail transactions and use tax, as well as report on the use of the funds.

Application/Recruitment Process:

The standard recruitment process that is used for all other existing City boards, commissions and committees will be utilized to conduct the recruitment of applications for the Compton Taxpayers Committee.

Notice of these vacancies will be advertised in the Compton Bulletin newspaper, posted on the City’s website and posted on the City Hall and City Council meeting notice boards until February 16, 2017.

Powers and Duties:

The Compton Taxpayers Committee will ensure transparency and oversight of the expenditure of the revenues collected pursuant to Measure P. Enterprise and other funds generated independent of Measure P are outside the purview of the Compton Taxpayers Committee.

Compton Taxpayers Committee duties will consist of reviewing the annual independent audit (performed by an independent auditor on the Measure P generated revenue and expenses during the previous fiscal year), as well as reviewing any other City financial reports necessary to advise the City Council.

The duties of the Compton Taxpayers Committee do not include decision-making responsibilities regarding spending priorities, funding source decisions or financing plans. The Compton Taxpayers Committee serves in an advisory-only role to the City Council limited to a review of the expenditure of the Measure P revenue.

Qualifications for Appointment:

Compton residents interested in appointment to the 5-member Compton Taxpayers Committee must be residents at-large who meet the residency requirement below.

The residency requirement is defined as residents who live within the City limits of the City of Compton. Residency may be verified annually by the City Clerk’s office through: (1) voter registration, or (2) utility bills (phone, water, cable).

Selection of Members:

The Compton Taxpayers Committee will consist of at least five (5) members appointed by the Council as follows:

Four (4) Committee members to represent each of the four (4) City Council Districts nominated by the district's Council member.

One (1) Committee member to represent the City at large, nominated by the Mayor.

Applicants for the committee shall complete and submit applications to the City Clerk’s office by 5:30 p.m. on February 16, 2017.

#12.

Term of Service:

The terms of the Compton Taxpayers Committee members shall be for a period of four (4) years. The terms shall expire in a manner consistent with Charter Section 1002. Members serve at the pleasure of the City Council and may be removed, by motion of the City Council, adopted by at least four affirmative votes.

Meetings:

The Compton Taxpayers Committee will meet at least annually. Members are expected to attend all regular meetings. Failure of the Committee members to attend annually meeting(s) may result in removal from the Compton Taxpayers Committee, at the discretion of the City Council.

A quorum requirement for any meeting shall be a minimum of 3 members, where the Committee is a five member Committee. The vote of a majority of the entire membership shall be necessary for it to take action.

The Compton Taxpayers Committee will be subject to the provisions of the Ralph M. Brown Act. Meetings must be noticed and open to the public. Committee minutes and reports are a matter of public record, and may be posted on the City's website. Additional meetings may be scheduled as necessary. All Committee members shall attend training and orientation prior to the first regular Compton Taxpayer Committee meeting, including Brown Act training and AB 1234 Ethics Training.

Staff Liaison Appointment:

The City Manager and/or his designee will serve as staff liaison(s) to the Compton Taxpayers Committee. The liaison(s) will be responsible for providing relevant information to the Compton Taxpayers Committee, including the annual financial audit. The liaison(s) will prepare, post and distribute agendas and take minutes at each meeting. The liaison(s) will provide the minutes of the Committee's proceedings to the City Council and the public.