

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, March 14, 2017 5:30 PM

OPENING

MOMENT OF SILENCE

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PROCLAMATION PROCLAIMING MARCH 2017 AS WOMEN'S HISTORY MONTH
2. CERTIFICATE PRESENTATION - STRONG FAMILIES/CYDP MENTORS/MENTEES PROGRAMS - (Councilwoman Tana McCoy)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

3. FEBRUARY 21, 2017 - REGULAR

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

4. INVESTMENT REPORT - January 31, 2017 (Receive/File)

END CONSENT AGENDA

REGULAR AGENDA

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

CITY MANAGER'S REPORT

5. REQUEST TO SET A PUBLIC HEARING TO CONSIDER A PROPOSED ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS BY THE CALIFORNIA PUBLIC AUTHORITY FOR ACQUISITION AND REHABILITATION OF E. BOYD ESTERS MANOR LOCATED AT 1101 N. CENTRAL AVENUE IN COMPTON, CA (April 11, 2017 at 5:45 p.m.)
6. INFORMATIONAL REPORT - ESTABLISHMENT OF CITY OF COMPTON POLICY FOR USE OF THE CITY COUNCIL CHAMBERS AND COUNCIL CHAMBERS COMMUNITY MEETING ROOM [STANDARD OPERATING MANUAL, POLICY 4.17]
7. REQUEST OF THE COMPTON CHAMBER OF COMMERCE TO USE THE CITY OF COMPTON COUNCIL CHAMBERS FOR CONDUCTING CANDIDATE FORUMS ON MARCH 18TH AND 25TH, 2017(**ACTION ITEM**)

CITY ATTORNEY'S REPORTS

CLOSED SESSION

8. PUBLIC EMPLOYEE APPOINTMENT
Title: City Controller
Pursuant to California Government Code Section 54957

UNFINISHED BUSINESS

NEW BUSINESS

9. AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON REAUTHORIZING THE CITY'S PUBLIC EDUCATIONAL AND GOVERNMENTAL ACCESS SUPPORT FEE (COMPTON MUNICIPAL CODE SECTION 10-7.6)
10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON PROCLAIMING THE MONTH OF MARCH 2017 AS "RED CROSS MONTH" IN THE CITY OF COMPTON

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONSTRUCTION OF THE CENTRAL AVENUE PAVEMENT REHABILITATION PROJECT – PHASE I, CIP# 15-03 AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION
12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE SALARY PLAN FOR THE CLASSIFICATION OF CITY CONTROLLER
13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH LEASE AGREEMENT WITH SYLVIA NUNN ANGELS FOR LEASE OF CITY-OWNED PROPERTY LOCATED AT 200 NORTH LONG BEACH BOULEVARD AND RESCINDING RESOLUTION NO. 24,487
14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH THE 44TH UNITED STATES CONGRESSIONAL DISTRICT REPRESENTATIVE (CONGRESSWOMAN NANETTE BARRAGAN) FOR A DISTRICT OFFICE IN COMPTON CITY HALL
15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH THE ASSEMBLY COMMITTEE ON RULES, CALIFORNIA STATE ASSEMBLY FOR A DISTRICT OFFICE IN COMPTON CITY HALL AND RESCINDING RESOLUTION NO. 24,491
16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A HOLD HARMLESS AND INDEMNIFICATION AGREEMENT WITH THE CITY OF CARSON IN EXCHANGE FOR ASPHALT APPLICATION TECHNIQUES TRAINING OF CITY PERSONNEL AT NO COST
17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE GENERAL SERVICES AGREEMENT (GSA) WITH THE COUNTY OF LOS ANGELES FOR THE FISCAL YEARS 2017-2022
18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ADOPTION OF SUBSTANTIAL AMENDMENTS TO THE CITY OF COMPTON'S FISCAL YEARS 2010-2011, 2011-2012, 2012-2013, 2015-2016 AND 2016-2017 ANNUAL ACTION PLAN OF THE CONSOLIDATED PLANS BY REALLOCATING UNUSED CDBG, HESG AND SECTION 108 FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH VOLUNTEERS OF AMERICA TO PROVIDE HOMELESS PREVENTION SERVICES

19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO QUINN POWER SYSTEMS FOR THE PURCHASE OF A NEW DIESEL STANDBY GENERATOR SET AND AUTOMATIC TRANSFER SWITCH FOR THE TANKFARM BOOSTER STATION PROJECT (\$73,714.81)
20. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2016-2017 FISCAL YEAR BUDGET TO TRANSFER AMOUNTS WITHIN THE GENERAL FUND TO COVER UNALLOCATED COSTS FOR THE LOS ANGELES COUNTY SHERIFF'S CONTRACT

APPROVAL OF WARRANTS

21. Warrant # 238447 - Date - 3/7/17- Name – Gov Connection - Services - Computer station and printer - Amount - \$2,761.28 - Requested by: Manager

Warrant # 238389 - Date - 3/2/17- Name - Evans Brooks Associates Inc - Services - City-wide street lighting assessment and improvement - Amount - \$24,801.00 - Requested by: Planning

Total Amount - \$27,562.28

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, March 21, 2017 @ 5:30 PM.

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FEBRUARY 21, 2017

The City Council meeting was called to order at 5:36 p.m. in the Council Chambers of City Hall by Mayor Aja Brown. The Pledge of Allegiance and Moment of Silence ceremonies were also led by Mayor Aja Brown.

ROLL CALL

Council Members Present – Zurita, McCoy, Sharif, Brown

Council Members Absent – Galvan* (Entered the meeting at 5:54 p.m.)

Other Officials Present: C. Cornwell, A. Godwin, C. Rhambo, Jr.

INTRODUCTION OF SPECIAL GUESTS

Ms. JoAnne Pearsall-Evans and Ms. Lois Harris approached the Council and presented a ‘Thank You’ card to the entire City Council and thanked them for their support and assistance to the Dollarhide Music and Drama Club.

Mayor Brown thanked the Dollarhide Music and Drama Club for enriching the lives of the seniors in the community, noting that they recently re-launched the Compton City Choir and christened their new Choir robes. They recently held their annual Gospel Concert which was a huge success.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Robert Ray, Compton resident, addressed the Council and invited the community to the upcoming ‘meet and greet’ with the candidates at Burrell-MacDonald Park. Mr. Ray then urged the Council to wait until the judge rules on the issue of Measure P before taking any action regarding those funds. He also complained about the poor condition of the sound system for Channel 36. Mr. Ray concluded by speaking in opposition to Item Number 8 which concerns the \$1.9 Million affordable housing units.

Bishop L. J. Guillory, Compton resident, stated that sometimes people are offended when he states his opinion. Mr. Guillory stated that certain individuals have been presenting false information regarding the future of Compton. Mr. Guillory stated that he informed the Council years ago that there is a stealth plan to eradicate African Americans from positions of power on the dais of Compton.

Bishop Berridge, Compton resident, addressed the Council and spoke of the lack of respect displayed by the Los Angeles County Sheriff’s Department. Bishop Berridge called for unity between the Sheriff’s Department and the citizens of the community.

David Colbert, Compton resident, spoke before the Council and complained about the poor condition of the streets, adding that he voted for Measure P and urged the Council to possibly qualify for a bond to repair the street as quickly and as cost effective as possible.

Will Elston, Compton resident, addressed the Council and spoke on the condition of certain streets in the City, adding that his street is in very poor condition. Mr. Elston urged the Council to repair all the streets as soon as possible.

Robert Rodriguez, Compton resident, spoke to the Council and invited residents aged 16 to 24 to become involved in the YAL Construction Work program, Coding program and Internet Technology program. Mr. Rodriguez concluded by apologizing to the community and Bishop Guillory for statements he made at a previous meeting.

Christi Wooden, addressed the City Council and informed them of the unprofessional and discourteous treatment she received from the Building and Safety Department.

The Council assured Ms. Wooden that the issue would be addressed by Staff.

#3.

Maria Villarreal, Compton resident, addressed the Council and invited the community to attend an immigration workshop provided by the Latino Chamber of Commerce located at 700 N. Bullis Road. The workshop will be held every Thursday to inform the citizens of their rights. Ms. Villarreal also complained about the potholes in the City.

Tomas Carlos, Compton resident, spoke before the Council and commended the City Manager for assisting the residents and also spoke against candidates campaigning before the Council. Mr. Carlos urged the Blacks and Browns to push through the violence and work together.

Benjamin Holifield, President of the Compton Business Chamber of Commerce and urged the City Manager to make Compton a more business friendly city. Mr. Holifield urged the Council to clean up the City.

Trameal Bradford, Compton resident, addressed the Council and stated that social media has become a conduit to air out the City's business and build allegiances with people outside of the City. Mr. Bradford complained that streets in certain areas have been repaired, while others have not.

Irene Barraza, Compton resident, addressed the Council and thanked those individuals who collaborated and came together to assist the community. Ms. Barraza stated that under the Trump Administration, 9 million immigrants are scheduled to be deported and this is a huge humanitarian problem.

Joyce Kelly, Compton resident, addressed the Council regarding the long requested left-hand turn signal on Wilmington and Greenleaf. Ms. Kelly requested that the City Manager line item funds for the Compton Christmas Parade, noting that there was no Christmas parade last year because it was not in the budget; however, there were many City events at Dollarhide Center with rappers, etc. Ms. Kelly then noted that the dilapidated apartment building at 950 W. Alondra should be torn down. Ms. Kelly spoke against money to individuals or developers when we need urgent pothole repair.

Lynn Boone, Compton resident, spoke on the issue of warrants on last week's agenda as well as the agenda for today which total up to \$6,000; yet, the community is continuing to complain about the poor condition of the streets and the infrastructure. Ms. Boone urged everyone to review the City Charter which states that the power of the people is vested in all the members of the City Council, not just one individual. Ms. Boone concluded by stating that Compton does not have a credit rating, therefore, the City cannot obtain a bond.

Marjorie Shipp, Compton resident, addressed the Council and spoke on the issue of repairing the potholes and the financing of the repairs. Ms. Shipp questioned whether it is more cost-effective to go out for bid to repair the potholes or use the current company already in place in the City for these repairs.

Marie Hollis, Compton resident, spoke before the Council and commended and thanked City Manager Rhambo on the way he presented himself at the concern citizens meeting. Ms. Hollis stated that Mr. Rhambo has high hopes of Compton moving forward to Compton being Great Again. Ms. Hollis then noted that she was very pleased at the outcome of the meet and greet event for the candidates and thanked Gilda Blueford for her assistance.

Mayor Brown noted that Compton is experiencing system-wide street failure. In 2013 the City conducted a full assessment of the streets to have the necessary documentation to utilize grant funding. At that time, \$9 Million of grant funding was divided between the 4 districts with areas of low to moderate income, according to the census tract, which was a criteria of the stipulation for the Grant funding. The worst streets were identified and selected for repair by the Council members. As a result of that funding stipulation, some streets were repaved while adjacent streets were left untreated. Mayor Brown then noted that it will take approximately \$100 Million to completely repair and/or provide a full re-construction of all the streets of Compton.

PUBLIC HEARING TO ESTABLISH THE CITY CLERK'S OFFICE AS A UNITED STATES PASSPORT ACCEPTANCE FACILITY AND ESTABLISH ADMINISTRATIVE FEES

On motion by Zurita, seconded by Galvan, the hearing was open at 6:43 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

City Clerk Alita L. Godwin presented the Staff report stating that the United States Department of State has contacted the City Clerk Office inquiring as to whether the City of Compton would be willing to accept U.S. passport applications on behalf of the U.S. Department of State.

The benefits of serving as a Passport Acceptance Facility can be considerable. Staff believes that having the City Clerk's Office serve as a Passport Acceptance Facility will provide considerable benefits to the local and surrounding communities. Having a facility within City Hall allows Compton residents to have convenient access to applying for U.S. passports. Currently, the Compton U.S. Post Office facilities are not offering passport services and Compton residents are being referred to the Long Beach Post Office.

City Clerk Godwin further noted that the State Department and their contract suppliers provide support and necessary forms and materials in addition to training for City staff and access to acceptance agents to assist with any questions that may arise. The State Department also authorizes Passport Acceptance Facilities to receive and retain a \$25 execution fee for each application processed as a means of defraying some of the administrative costs incurred by the facility.

Based on the cost of City staff time needed to take an applicant's passport photographs; which typically will be performed by an Office Assistant I and/or Administrative Specialist; and the cost of equipment and supplies, staff is proposing a fee of \$15 for passport photo services.

City Clerk Godwin continued that providing U.S. Passport photograph services typically will involve utilization of capital, City staff time and specialized equipment and supplies, all of which places a burden on the City's human and financial resources. Charging a fee of \$15 should defray the financial impact of providing this service.

The \$25 processing fee is set by the state Department to defray the administrative costs to the facility for excepting and processing passport application

City Clerk Godwin concluded by adding that she has contacted various local City Clerks that handle passport services in their office such as Carson, adding that in their first year of implementation of the program, they raised \$70,000 in revenues; Santa Monica receives \$52,000 per year for the service and Beverly Hills collects an annual amount of \$250,000.

PUBLIC COMMENTS REGARDING THE HEARING

Robert Ray, spoke in support of the City Clerk's Office becoming a Passport Acceptance Facility, however, he questioned the rationale of having cameras to take the passport photo when there are other vendors that specialize in passport photos.

Lynn Boone, spoke in support of the City Clerk's proposal, however, she questioned if the funds will go to the general fund and will the Council vote to decide how the funds will be used. Ms. Boone was in favor of placing the proceeds in a separate fund.

Pastor Michael Fisher, spoke in support of the idea, noting that he continually encourages the youth at his church to travel and experience what the world has to offer. Pastor Fisher urged the Council to state which accounts the funds are going into as well as how the funds will be used.

Craig Henry, questioned the start-up cost to the City to facilitate accepting passport applications.

City Clerk Godwin replied that the initial cost outlay will be the camera, background drop and other stationery supplies, which has been included in the Clerk's fiscal year budget.

#3.

Mr. Henry then questioned if there is a designated person for this task.

City Clerk Godwin replied that everyone in her department will be trained Passport Acceptance Agents. However, the Office Assistant and Administrative Specialist will be the primary personnel performing this function.

Mary Hollis spoke in support of the proposed idea, adding the City Clerk has previously demonstrated that she has proven herself responsible to handle City funds. Ms. Hollis then noted that the City Clerk successfully managed the funds of the City Store.

Benjamin Holifield spoke in support of and thanked City Clerk Godwin for her 30 plus years of exemplary service to the Compton community.

Martha Barajas supported the idea of accepting passport applications, however, she did not feel that the Clerk’s Office should handle the money. Ms. Barajas questioned whether the City Clerk can provide her with documents detailing the petty cash account held in her office.

City Clerk Godwin stated that she would be happy to meet with Ms. Barajas anytime, Monday through Thursday, 7 a.m. to 6 p.m. to address any of her questions or concerns.

Gilda Blueford, spoke in favor the idea of providing passport service in Compton, adding that this is the first step in bringing Compton into the 21st Century. Ms. Blueford then stated that she was in full support and trusted City Clerk Godwin, because she has not given anyone a reason not to.

Joyce Kelly, spoke in favor of the City Clerk providing passport service and offered that correct procedures were following by the Clerk when she turned over her petty cash to the Treasurer. Ms. Kelly went on to say that the Clerk will probably require another employee, because there are many citizens who will be visiting her office for passports.

Lameika Pope spoke in support of the passport service, however, we must hold City officials accountable. Ms. Pope questioned how much money has been accumulated since the City Clerk has had the City Store.

On motion by Zurita, seconded by Sharif, the hearing was closed at 7:03 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

Councilman Galvan stated that the acceptance of passports would be a great idea for the community, adding that this is great for Compton businesses, since the citizens waiting for passport photos will be able shop and dine nearby, which brings tax dollars to the City. Councilman Galvan then questioned which account the funds would be placed into. He also suggested that a translator be on hand to assist the residents.

Councilwoman Zurita questioned the amount of money that would go to the City.

City Clerk Godwin replied that the passport fee is \$110 and an additional \$25 fee will go to the City along with the \$15 passport photo fee, however, applicant may choose to bring their own photos. Clerk Godwin then indicated that any time funds are received for by her office a receipt is generated and the funds are turned over to the City Treasurer’s Department.

Councilman Galvan was in favor of placing the funds into an account for pothole repair.

City Clerk Godwin spoke in favor of upgrading the audio system in the Council Chambers.

Councilman Galvan questioned the liability to the City should problems occur with the passports.

City Attorney Cornwell replied that the Federal Agency will actually be responsible for processing the passport applications.

City Clerk Godwin then noted that the Clerk’s Office will only be accepting the applications to determine if all the necessary documentation is included and then the applications are forwarded to the State.

Councilwoman Sharif spoke in favor of the idea, however, she questioned the adequacy of parking for the residents.

City Clerk Godwin noted that there is public parking at the Compton Courthouse and library parking facility.

- 10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO EXECUTE ALL MATTERS
RELATING TO ESTABLISHING THE CITY CLERK’S OFFICE AS A UNITED
STATES PASSPORT ACCEPTANCE FACILITY AND ESTABLISHING A FEE
FOR PASSPORT PHOTOGRAPH SERVICES

On motion by Sharif, seconded by Galvan, **Resolution Number 24,522** entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE ALL MATTERS RELATING TO ESTABLISHING THE CITY CLERK’S OFFICE AS A UNITED STATES PASSPORT ACCEPTANCE FACILITY AND ESTABLISHING A FEE FOR PASSPORT PHOTOGRAPH SERVICES**’ 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

CONSENT AGENDA

APPROVAL OF MINUTES

- 1. FEBRUARY 7, 2017

HUMAN RESOURCES

- 2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
FIXING THE EMPLOYER CONTRIBUTION AT AN EQUAL AMOUNT FOR
EMPLOYEES AND ANNUITANTS UNDER THE PUBLIC EMPLOYEES’
MEDICAL AND HOSPITAL CARE ACT AND RESCNDING RESOLUTION
NUMBER 24,502 (**Resolution No. 24,523**)
- 3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING AMENDMENTS TO THE POSITION CLASSIFICATION PLAN
BY ADOPTING REVISED CLASSIFICATION SPECIFICATIONS FOR THE
POSITIONS OF FIRE CHIEF AND STREET MAINTENANCE SUPERVISOR
(**Resolution No. 24,524**)

On motion by Zurita, seconded by McCoy, the Consent Agenda, 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

END CONSENT AGENDA

REGULAR AGENDA

CITY MANAGER'S REPORT

4. A REQUEST TO SCHEDULE A JOINT PUBLIC HEARING – HOUSING AUTHORITY 2017 PHA ANNUAL PLAN

On motion by Zurita, seconded by Sharif, the public hearing was scheduled for **April 25, 2017 at 5:35 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

5. A REQUEST TO SCHEDULE A PUBLIC HEARING – APPEAL – MITIGATED NEGATIVE DECLARATION NO. 938 AND CONDITIONAL USE PERMIT CASE NO. 2766

On motion by Sharif, seconded by Zurita the public hearing was scheduled for **March 7, 2017 at 5:35 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

6. A REQUEST TO SCHEDULE A PUBLIC HEARING – MITIGATED NEGATIVE DECLARATION NO. 938, GENERAL PLAN AMENDMENT NO. 2015-01, CHANGE OF ZONE CASE NO. 2015-01 AND VESTING TENTATIVE TRACK MAP NO. 73337

On motion by Galvan, seconded by Sharif, the public hearing was scheduled for **March 7, 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

UNFINISHED BUSINESS There was no unfinished business.

NEW BUSINESS

7. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON RE-AUTHORIZING THE CITY'S PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS SUPPORT FEE (COMPTON MUNICIPAL CODE SECTION 10-7.6)

On motion Zurita, seconded by Sharif, 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

It was moved by Zurita, seconded by Sharif, that the Ordinance be placed on first reading.

City Attorney Craig Cornwell offered that this proposed ordinance would authorize the fee in the amount of one percent (1%) of AT&T's gross revenues derived from the provision of video services within the City and thereby preserve funding available for the support of the City's Public, Educational and Governmental channel facilities.

Mayor Brown requested that the City Manager provide the Council with a report on how these funds are being utilized, adding that there is a need to enhance the quality of the video service.

The Ordinance entitled ‘**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON RE-AUTHORIZING THE CITY’S PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS SUPPORT FEE (COMPTON MUNICIPAL CODE SECTION 10-7.6’)** was placed on first reading 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 ACTING IN ITS CAPACITY AS THE HOUSING SUCCESSOR TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, APPROVING DISBURSEMENT OF FUNDS FROM THE LOW TO MODERATE INCOME HOUSING ASSET FUND TO NEIGHBORHOOD HOUSING SERVICES TO FACILITATE DEVELOPMENT OF AFFORDABLE HOUSING AT 900 S. DWIGHT IN ACCORDANCE WITH PROVISIONS OF TA ALLOCATION BONDS SERIES 2010A

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

Councilwoman Sharif questioned whether all of the units would be low to moderate income housing units.

Assistant City Manager Cliff Graves replied that there will be 28 units constructed at the site, 19 of which will be set aside for residents at or below the median income for Compton residents.

Councilwoman Zurita commended Councilwoman McCoy for spearheading this housing project.

Councilwoman McCoy offered that she has received numerous calls from residents interested in purchasing these housing units.

Resolution Number 24,525 entitled ‘**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACTING IN ITS CAPACITY AS THE HOUSING SUCCESSOR TO THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON, APPROVING DISBURSEMENT OF FUNDS FROM THE LOW TO MODERATE INCOME HOUSING ASSET FUND TO NEIGHBORHOOD HOUSING SERVICES TO FACILITATE DEVELOPMENT OF AFFORDABLE HOUSING AT 900 S. DWIGHT IN ACCORDANCE WITH PROVISIONS OF TA ALLOCATION BONDS SERIES 2010A**

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

- 9. A RESOLUTION OF SUPPORT FOR MEASURE H, A COUNTYWIDE MEASURE TO PREVENT AND COMBAT HOMELESSNESS TO BE HELD IN THE COUNTY OF LOS ANGELES ON MARCH 7, 2017

On motion by Zurita, seconded by Sharif, **Resolution Number 24,526** entitled ‘**A RESOLUTION OF SUPPORT FOR MEASURE H, A COUNTYWIDE MEASURE TO PREVENT AND COMBAT HOMELESSNESS TO BE HELD IN THE COUNTY OF LOS ANGELES ON MARCH 7, 2017,** 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

11. Warrant #237503 – Date – 1/03/17 – Name – Los Angeles County Sheriff – Services – Police services for Our Lady of Victory Carnival – Amount - \$3,640.24
Requested by: City Manager

Warrant #238138 – Date – 2/14/17 – Name – Victor J. Sanchez dba Sanchez Awards Services – Plaques for miscellaneous recipients of Mayor Brown – Amount – \$1,587.58 – Requested by: City Manager

Warrant #238055– Date – 2/9/17 – Name – Granicus Inc. – Services – Online City Council meeting services – Amount \$1,343.35 – Requested by: City Clerk

Warrant #238160 – Date – 2/16/17 – Name – Jose Luis Gonzalez Tele Digital Media – Services – Spanish translation of City Council agendas – Amount – \$1,000.00 – Requested by: City Manager

TOTAL AMOUNT - \$7,571.17

On motion by Galvan, seconded by McCoy, the above-referenced warrants 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:

- Requested that the City Manager begin the process of declaring Jackie Robinson Stadium at Gonzales Park a historical landmark.
- Commented on the lack of a statement or even a comment from the City Treasurer regarding the alleged embezzlement of funds.

ADJOURNMENT

Gloria Moore

Councilperson Galvan offered the following communications/announcements:

- Requested to meet with the City Manager to develop a plan for the Building and Safety Department as well as the Planning Department will become more courteous and polite. Mr. Galvan stated that he has received numerous complaints and wishes to make Compton a more business-friendly City.
- Urged the City to enforce the Codes prohibiting illegal curb vendors in the City.
- Commended Girl Scout Compton Troop Number 943 and urged everyone to assist the Troop by purchasing Girl Scout Cookies.
- Urged the youth to sign up for baseball league free of charge to residents.

(Councilman Galvan left the meeting at 7:58 p.m.)

Councilperson McCoy offered the following communications/announcements:

- Requested that Kemp Street and Whitemarsh Avenue be moved up on the priority list for hot-patch pothole repair.
- Noted that the City should follow the policies and procedures.

- Invited Everyone to attend the Compton Airport Open House on March 11, 2017.

Councilperson Sharif offered the following communications/announcements:

- Invited the community to attend the Town hall meeting which will be held on March 17, 2017 at Kelly Park beginning at 6 p.m.
- Requested that the City Manager look into all options that are available to the City for street repair.
- Requesting a full accounting of how many potholes exist in the 4th District, as well as how many have been repaired.

ADJOURNMENT

Nellie Jean Pearson

City Clerk Alita Godwin offered the following communications/announcements:

- Explained that she has closed the City Store in her office. All unsold items were forwarded to the City Manager’s Office. Ms. Godwin, along with the City Treasurer counted the monies received from the City Store sales were submitted to the City Treasurer’s Office and she was given a receipt.

Mayor Brown offered the following communications/announcements:

- Acknowledged the 24th anniversary of the death of Compton Police Officers Burrell and MacDonald and she honored their service to the community.
- Commented on the tremendous impact of Father Francisco of Our Lady of Victory who served the City for over 10 years.
- Invited the Compton youth to Fun Night which will be held on March 17, 2017 from 5 p.m. to 9 p.m. at the Dollarhide Center.
- Informed the community that the Compton Sheriff’s Department will not be coordinating with I.C.E. which is conducting raids and check points, noting that this activity is reminiscent of the Japanese Internment camps.

ADJOURNMENT

On motion by Zurita, seconded by McCoy, the meeting was adjourned in memory of **Gloria Moore, Nellie Jean Pearson** and slain Whittier **Police Officer Keith Boyer** at 8:17 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

City Clerk of the City of Compton

Mayor of the City of Compton

#3.

DATE: MARCH 14, 2017
TO: MAYOR AND COUNCIL MEMBERS
FROM: CITY TREASURER
SUBJECT: INVESTMENT REPORT

IN ORDER TO COMPLY WITH STATE LAW AND THE CITY'S INVESTMENT POLICY, THE ATTACHED REPORT ACCURATELY REFLECTS ALL POOLED INVESTMENTS HELD ON BEHALF OF THE CITY AND THE SUCCESSOR AGENCY AS OF JANUARY 31, 2017.

DOUGLAS SANDERS
CITY TREASURER



CITY OF COMPTON
Portfolio Management
Portfolio Summary
January 31, 2017

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

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Passbook/Checking Accounts -2	490,026.99	490,026.99	490,026.99	2.36	1	1	0.118	0.120
Local Agency Investment Funds	20,110,039.26	20,110,039.26	20,110,039.26	97.03	1	1	0.671	0.680
Managed Pool & Money Market Account	124,626.97	124,626.97	124,626.97	0.60	1	1	0.148	0.150
Investments	20,724,693.22	20,724,693.22	20,724,693.22	100.00%	1	1	0.654	0.664

Total Earnings	January 31 Month Ending	Fiscal Year To Date
Current Year	11,141.11	91,869.56
Average Daily Balance	20,710,128.39	24,671,244.77
Effective Rate of Return	0.63%	0.63%

This report reflects all pooled investments in conformity with the Investment Policy adopted by the City Council Gov Code 53646(b) (3). The monthly investment report must state the ability of the agency to meet its expenditure requirements for the next six months or provide an explanation as to why sufficient cash funds may or may not be available. The investment program should provide sufficient cash to meet six months of estimated expenditures; there should be sufficient cash available. In July 2016, the City completed a TRANS transaction of approximately \$15.595 million to help the City's cash flow, with the balance due in June 2017. As of January 31, 2017 the 7th month of the Fiscal Year 2016/2017, the City had an estimated total in the General City Bank account plus LAIF accounts of \$23.2 million. At the time of this report period, approximately \$4.7 million in outstanding warrants to be paid to vendors. Our PERS balance is approximately \$8.0 million as of the date of this report period. The City received its property tax revenue on January 20, 2017 of \$2.3 million; there was approximately \$5.3 million before distribution was held out to U S Bank for the TRAINS lockbox. \$1.7 million of the \$2.3 million went to the City's PERS account also the City received \$3.1 allocated to PERS from the Successor Agency ROPS due to the Governor signing a bill a couple of years ago. The Fed did raise interest rates in December 2016 this should help in future investing objectives. Over the last 5 years, our City continues in meeting its obligations to the vendors on payments, due to the combined efforts of Management, The City Controller's Office, as well as The Treasurer's Office, contributing to the success of our City. The pricing of securities is done by Union Bank and Interactive Data Services. Moody Investor Service rates the State Pool Accounts AAA.

Treasury Rates as of 01/31/17
3 month T-Bill @ 0.5130%
6 month T-Bill @ 0.6310%
1 year T-Bill @ 0.7590%


DOUGLAS SANDERS, CITY TREASURER

3-9-17

Reporting period 01/01/2017-01/31/2017

Run Date: 03/09/2017 - 11:03

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
January 31, 2017

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity
Passbook/Checking Accounts - 2											
5007	5007	Family Self Sufficiency			183,511.26	183,511.26	183,511.26	0.070	0.069	0.070	1
4000	4000	Neighborhood Improvement			306,515.73	306,515.73	306,515.73	0.150	0.148	0.150	1
	Subtotal and Average		489,978.65		490,026.99	490,026.99	490,026.99		0.118	0.120	1
Local Agency Investment Funds											
6000	6000	General City			10,547,978.46	10,547,978.46	10,547,978.46	0.680	0.671	0.680	1
6011	6011	SA Low Cost Housing			0.00	0.00	0.00		0.000	0.000	1
6029	6029	Measure R			419,926.94	419,926.94	419,926.94	0.680	0.671	0.680	1
6019	6019	EDA Revolving Loan			68,460.06	68,460.06	68,460.06	0.680	0.671	0.680	1
6002	6002	Prop C			1,308,093.31	1,308,093.31	1,308,093.31	0.680	0.671	0.680	1
6030	6030	PRCP A			1,626,689.87	1,626,689.87	1,626,689.87	0.680	0.671	0.680	1
6027	6027	River Mountain Conservancy			11,871.65	11,871.65	11,871.65	0.680	0.671	0.680	1
6007	6007	Successor Agency General			9,737.48	9,737.48	9,737.48	0.680	0.671	0.680	1
6003	6003	Sewer Bond Proceeds			836,614.35	836,614.35	836,614.35	0.680	0.671	0.680	1
6022	6022	Regional Park			2,767,476.76	2,767,476.76	2,767,476.76	0.680	0.671	0.680	1
2100	6021	Retirement Fund			2,513,190.38	2,513,190.38	2,513,190.38	0.680	0.671	0.680	1
	Subtotal and Average		20,095,538.09		20,110,039.26	20,110,039.26	20,110,039.26		0.671	0.680	1
Managed Pool & Money Market Account											
5004	5004	Formal Assurance Prg Money Mkt			124,093.58	124,093.58	124,093.58	0.150	0.148	0.150	1
5005	5005	Rental Rehab Prg Money Market			203.20	203.20	203.20	0.060	0.059	0.060	1
5003	5003	Residential Rehab Money Market			330.19	330.19	330.19	0.040	0.039	0.040	1
	Subtotal and Average		124,611.65		124,626.97	124,626.97	124,626.97		0.148	0.150	1
	Total and Average		20,710,128.39		20,724,693.22	20,724,693.22	20,724,693.22		0.654	0.664	1

**CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
JANUARY 31, 2017**

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BANK	379,933.20
1001	GENERAL CITY ACCOUNT	BANK OF THE WEST	14,619,851.98
1520	MEASURE R	BANK OF THE WEST	386,661.98
2000	PROP A	BANK OF THE WEST	740,261.24
4000	SA GENERAL	BANK OF THE WEST	10,948,618.50
1203	SA LOW COST HOUSING	BANK OF THE WEST	7,558,832.45
2100	PERS	BANK OF THE WEST	4,791,617.18
9203	PUBLIC FINANCE AUTHORITY	BANK OF THE WEST	179,145.40
1001	COC - REGIONAL PARK	BANK OF THE WEST	963.80
2820	COC - FAMILY SELF SUFFICIENCY	BANK OF THE WEST	183,511.26
2754-84-85	JTPA - CAREERLINK	BANK OF THE WEST	354,406.03
2805	HOME LOAN PROGRAM	BANK OF THE WEST	591,709.42
2818	SECTION 108 - HUD FUND	BANK OF THE WEST	2,192,947.27
1022	POLICE DRUG PROPERTY FORFEITURE	BANK OF THE WEST	8,805.90
5116	BOND SEWER CONSTRUCTION FUND	BANK OF THE WEST	8,328.40
6400	LIABILITY	BANK OF THE WEST	80,904.97

**CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
JANUARY 31, 2017**

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
1001	COC - CHANGE FUND	BANK OF THE WEST	
1900	PROP C	BANK OF THE WEST	245.00
6300	WORKERS COMP	BANK OF THE WEST	377,878.81
2820	HOUSING AUTHORITY	BANK OF THE WEST	95,653.72
1001	EMERGENCY MEDICAL SERVICES COC	BANK OF THE WEST	100,027.77
1061	COPS GRANT WEED AND SEED	BANK OF THE WEST	1,365,398.56
1001	COC PARKING VIOLATIONS	BANK OF THE WEST	4,022.60
1001	COC UTILITIES BILLINGS	BANK OF THE WEST	664,713.97
			2,737,053.07

March 14, 2017

TO: HONORABLE MAYOR AND COUNCILMEMBERS

FROM: CITY MANAGER

SUBJECT: REQUEST TO SET A PUBLIC HEARING TO CONSIDER A PROPOSED ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS BY THE CALIFORNIA PUBLIC AUTHORITY FOR ACQUISITION AND REHABILITATION OF E. BOYD ESTERS MANOR LOCATED AT 1101 N. CENTRAL AVENUE IN COMPTON, CA [APRIL 11, 2017 @ 5:45 P.M.]

SUMMARY

Staff is requesting Council to set a public hearing on Tuesday, April 11, 2017 @ 00:00p.m in accordance in accordance with the Tax and Equity Fiscal Responsibility Act (“TEFRA”) to consider a proposed issuance of multifamily revenue bonds to finance the acquisition and rehabilitation of E. Boyd Esters Manor multifamily project located 1101 N. Central in the City of Compton.

STATEMENT OF THE ISSUE

On November 17, 2015, the Council, pursuant to Resolution#24,254, approved a TEFRA Resolution in accordance with Section 147(f) of the Internal Revenue Code of 1986, to consider a proposed issuance of multifamily revenue bonds for acquisition and rehabilitation of a 50 unit E. Boyd Esters Manor project located 1101 N. Central in the City of Compton (see attached). The TEFRA resolution was only valid for one year (November 15, 2016). However, as a result of unanticipated circumstances, the owners of the Boyd Esters Manor were not be able to complete the necessary transaction to secure tax credit allocation prior to expiration of the one year TEFRA deadline (November 15, 2016). In order to reactivate the application process for another tax credit allocation, it is necessary request Council approval to conduct another TEFRA public hearing.

RECOMMENDATION

Staff respectfully requests the Council to set another public hearing for **April 11, 2017 @ 5:45 p.m.** to consider proposed issuance of multifamily revenue bonds by California Public Finance Authority for acquisition and rehabilitation of a 50 unit E. Boyd Esters Manor project located 1101 N. Central in the City of Compton., Compton, CA.

**KOFI SEFA-BOAKYE
REDEVELOPMENT MANAGER**

APPROVED FOR FORWARDING:

**CECIL W. RHAMBO, JR.
CITY MANAGER**

RESOLUTION NO. 24,254

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ISSUANCE BY THE CALIFORNIA PUBLIC FINANCE AUTHORITY OF MULTIFAMILY HOUSING REVENUE BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$8,000,000 FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION AND REHABILITATION OF E. BOYD ESTERS MANOR AND CERTAIN OTHER MATTERS RELATING THERETO

WHEREAS, E. Boyd Esters Manor Preservation, LP, a California limited partnership (the "Borrower"), has requested that the California Public Finance Authority (the "Authority") participate in the issuance of one or more series of revenue bonds issued from time to time, including bonds issued to refund such revenue bonds in one or more series from time to time, in an aggregate principal amount not to exceed \$8,000,000 (the "Bonds") for the acquisition, rehabilitation, improvement and equipping of a 50-unit senior multifamily rental housing project located at 1101 North Central Avenue, Compton, California, generally known as E. Boyd Esters Manor (the "Project") and operated by Monfric Inc.; and

WHEREAS, the Project is located within the City of Compton (the "City"); and

WHEREAS, pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), the issuance of the Bonds by the Authority must be approved by the City because the Project is located within the territorial limits of the City; and

WHEREAS, the City desires to become an Additional Member of the Authority pursuant to Section 12 of the Joint Exercise of Powers Agreement (the "Agreement") relating to the California Public Finance Authority; and

WHEREAS, the City Council of the City (the "City Council") is the elected legislative body of the City and is the applicable elected representative under Section 147(f) of the Code; and

WHEREAS, pursuant to Section 147(f) of the Code, the City Council has, following notice duly given, held a public hearing regarding the issuance of the Bonds, and now desires to approve the issuance of the Bonds by the Authority; and

WHEREAS, the City Council understands that its actions in holding this public hearing and in approving this Resolution do not obligate the City in any manner for payment of the principal, interest, fees or any other costs associated with the issuance of the Bonds, and said City Council expressly conditions its approval of this Resolution on that understanding.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Compton as follows:

Section 1. The City Council hereby approves the issuance of the Bonds by the Authority for the purposes of financing the Project. It is the purpose and intent of the City Council that this Resolution constitutes approval of the issuance of the Bonds by the Authority for the purpose of Section 147(f) of the Code by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located.

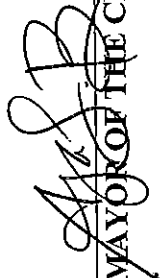
Section 2. The City hereby requests to become an Additional Member of the Authority pursuant to Section 12 of the Agreement.

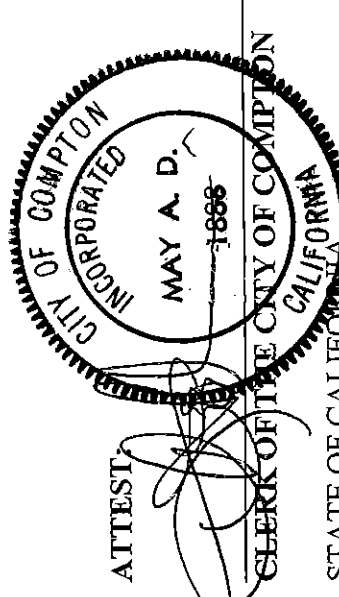
Section 3. The officers of the City Council are hereby authorized and directed, jointly and severally, to do any and all things and execute and deliver any and all documents, certificates and other instruments which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this Resolution and the financing transaction approved hereby. Any actions heretofore taken by such officers are hereby ratified and approved.

Section 4. The City Council expressly conditions its approval of this Resolution on its understanding that the City shall have no obligation whatsoever to pay any principal, interest, fees or any other costs associated with the Authority's issuance of the Loan for the financing of the Project.

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

ADOPTED this 17th day of November, 2015


MAYOR OF THE CITY OF COMPTON



ATTEST:

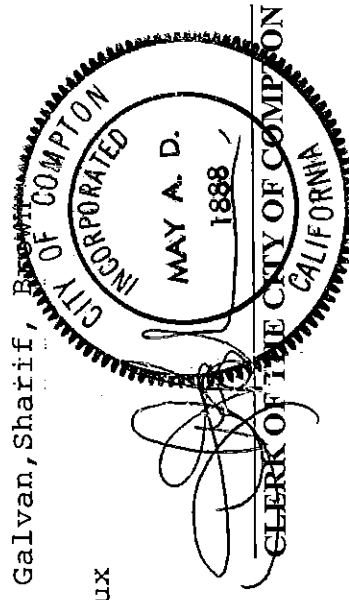
CLERK OF THE CITY OF COMPTON

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 the regular meeting thereof held on the 17th day of November, 2015.

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

AYES: COUNCIL MEMBERS-Zurita, Galvan, Sharif, Brown
NOES: COUNCIL MEMBERS-None
ABSENT: COUNCIL MEMBERS-Arceneaux
ABSTAIN: COUNCIL MEMBERS-None



RESOLUTION SIGN-OFF FORM

DEPARTMENT: Community Redevelopment

RESOLUTION TITLE: REQUEST TO SET A PUBLIC HEARING TO CONSIDER A PROPOSED ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS BY THE CALIFORNIA PUBLIC AUTHORITY FOR ACQUISITION AND REHABILITATION OF E. BOYD ESTERS MANOR LOCATED AT 1101 N. CENTRAL AVENUE IN COMPTON, CA (April 11, 2017 at 5:45 p.m.)

Kofi Sefa-Boakye
DEPARTMENT MANAGER’S SIGNATURE

3/6/2017 1:49:55 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/9/2017 12:28:21 AM
DATE

Brandon Mims
CITY CONTROLLER

3/8/2017 4:50:01 PM
DATE

Cliff Graves
CITY MANAGER

3/6/2017 3:22:12 PM
DATE

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

March 14, 2017

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

**SUBJECT: INFORMATIONAL REPORT – ESTABLISHMENT OF CITY OF
COMPTON POLICY FOR USE OF THE CITY COUNCIL CHAMBERS
AND COUNCIL CHAMBERS COMMUNITY MEETING ROOM
[STANDARD OPERATING MANUAL, POLICY 4.17]**

The City Council Chambers is the official meeting place for the Compton City Council to conduct their weekly meetings. The Council Chambers and the Council Chambers Community Meeting Room represents authenticity and legitimacy, therefore, activities conducted within the Chambers building – even though such activities may not be City affiliated, sponsored or related to City business – may appear to be endorsed by the City Council and the City of Compton.

Currently, there is no official City policy for use of the Council Chambers or the Council Chambers Community Meeting Room. Section 2-2.7 (Powers and Duties of the City Manager) of the Compton Municipal Code, subsection (k) states “...*It shall be the duty of the City Manager and he shall exercise general supervision over all public buildings, public parks, and all other public property which is under the control and jurisdiction of the Council.*”

Often various agencies, organizations, groups and individuals; from within and without the City; will request to use the Council Chambers building for meetings, forums, events and activities that are not an integral function of City operations or activities. Allowing such non-City sponsored, non-City affiliated and other activities and events not related to the conduct of the City’s official daily business may lead to the impression that the City and the Council support and sanction the unrelated activities or events.

To address these concerns and perceptions, the City Manager intends to implement a written City policy to be followed as the standard for all departments to adhere to for the use of the Council Chambers and Council Chambers Community Meeting Room. This policy shall become part of the City’s Standard Operating Manual to be used by all employees.

Highlights of this policy include clear direction that:

- Use of the Council Chambers and the Council Chambers Community Meeting Room (collectively the “Council Chambers building”) shall be restricted to specified City related, sponsored, co-sponsored, affiliated and authorized meetings, events and activities.

#6.

**Informational Report – Establishment of City Policy
Use of Council Chambers & Community Meeting Room
March 14, 2017, page 2**

- Use of the Council Chambers building shall not be for political, commercial or fund-raising activities, or private social events.
- Exceptions to the City Policy on Use of the Council Chambers building may be made only on the authority of the City Council.

Attached is a draft of the proposed City policy to be implemented by the City Manager. Council comments, suggestions and recommendations on this proposed policy are welcomed.

**CECIL W. RHAMBO, JR.
CITY MANAGER**

Attachment: Draft – Proposed Policy [SOM 4.17]

City of Compton

STANDARD OPERATING MANUAL	EFFECTIVE: March __, 2017	SECTION: 4	POLICY: 4.17
SUBJECT: Use of Council Chambers and Council Chambers Community Meeting Room	SUPERSEDES: N/A	TITLE: General Operating	PAGE 1 OF 2

I. POLICY

It is the policy of the City of Compton that use of the Council Chambers and/or the Council Chambers Community Meeting Room (collectively, the “Council Chambers building”) should only be used for official City-related business and activities. Exceptions must be authorized by the City Council.

II. PURPOSE

The City Council Chambers is the official meeting place for the Compton City Council to conduct their weekly meetings. The Council Chambers and the Council Chambers Community Meeting Room represents authenticity and legitimacy, therefore, activities conducted within the Chambers building – even though such activities may not be City affiliated, sponsored or related to City business – may appear to be endorsed by the City Council and the City of Compton.

This policy establishes a uniform policy that sets forth the authorized uses of the Council Chambers and the Council Chambers Community Meeting Room. Specifically, it serves as a central document that provides directions to be followed by all City employees as concerns authorized uses of the Council Chambers and the Council Chambers Community Meeting Room.

III. APPLICATION

A. The following are authorized uses of the Council Chambers and/or Council Chambers Community Meeting Room:

1. Meetings of the City Council.
2. Meetings of City Boards, Commissions and Committees.
3. Meetings called by a Council member(s) to discuss City business with constituents and others.
4. Department Head and other City staff meetings.
5. City employee training sessions.

#6.

City of Compton

STANDARD OPERATING MANUAL	EFFECTIVE: March __, 2017	SECTION: 4	POLICY: 4.17
SUBJECT: Use of Council Chambers and Council Chambers Community Meeting Room	SUPERSEDES: N/A	TITLE: General Operating	PAGE 2 OF 2

6. General meetings of City employees for the purpose of discussing or disseminating job-related information.
 7. Professional meetings hosted and/or conducted by City staff.
 8. City-sponsored or affiliated meetings, activities or events.
 9. Meetings of City-recognized employee bargaining groups.
- B. Unless authorized by the City Manager or his/her designee, food is allowed in the Council Chambers Community Meeting Room ONLY. Refreshments in the Council Chambers are limited to bottled water and other non-alcohol liquid beverages.
- C. The Council Chambers and the Council Chambers Community Meeting Room shall not be used for political, commercial or fund-raising activities, or private social functions.
- D. Except for reoccurring and/or regularly scheduled meetings and activities (e.g. City Council meetings; City Boards, Commissions or Committees meetings; City staff meetings, etc.), requests for use of the Council Chambers and/or the Council Chambers Community Meeting Room shall be made through the City Manager's Office in coordination with the General Services Department and City Security Services.

IV. EXCEPTIONS

Exceptions to this policy may be made only on the authority of the City Council.

V. ENFORCEMENT

The City Manager shall be primarily responsible for the reasonable enforcement of this policy and for the administration of discipline, if necessary, as deemed appropriate.

THIS POLICY SPECIFICALLY REPEALS AND REPLACES ANY PRIOR CITY POLICIES AND ADMINISTRATIVE MEMORANDA RELATIVE TO USE OF THE CITY COUNCIL CHAMBERS AND/OR COUNCIL CHAMBERS COMMUNITY MEETING ROOM.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: INFORMATIONAL REPORT – ESTABLISHMENT OF CITY OF COMPTON POLICY FOR USE OF THE CITY COUNCIL CHAMBERS AND COUNCIL CHAMBERS COMMUNITY MEETING ROOM [STANDARD OPERATING MANUAL, POLICY 4.17]

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

3/2/2017 4:57:23 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/8/2017 11:50:04 PM
DATE

Brandon Mims
CITY CONTROLLER

3/8/2017 4:49:43 PM
DATE

Cecil Rhambo
CITY MANAGER

3/2/2017 5:49:19 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.

March 14, 2017

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

**RE: ACTION ITEM -- REQUEST OF THE COMPTON CHAMBER OF
COMMERCE TO USE THE CITY OF COMPTON COUNCIL CHAMBERS
FOR CONDUCTING CANDIDATE FORUMS ON MARCH 18th AND 25th
2017**

On or about January 10, 2017, the Compton Chamber of Commerce requested authorization to use the City of Compton Council Chambers building on Saturday, March 18th and Saturday, March 25th, 2017, for purposes of conducting a "Candidates Forum" for the upcoming City of Compton Municipal Elections to be held on April 18, 2017.

Pursuant to approval of the Chambers request by the then City Manager, Jerome Groomes, the General Services Department reserved use of the facility for the dates requested.

Recently, it was realized that inadvertently this request by the Chambers had not been brought before the City Council for consideration and approval.

The Compton Chamber of Commerce requests that the City Council approve their use of the Council Chambers building for purposes of conducting Candidate Forums, and waive applicable fees, if any, for the following dates and times:

<u>Date:</u>	Saturday, March 18, 2017
<u>Date:</u>	Saturday, March 25, 2017
<u>Time:</u>	10:00 a.m. to 4:00 p.m.

**CECIL W. RHAMBO, JR.
CITY MANAGER**

ORDINANCE NO. _____

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF COMPTON REAUTHORIZING THE CITY’S PUBLIC,
EDUCATIONAL AND GOVERNMENTAL ACCESS SUPPORT
FEE (COMPTON MUNICIPAL CODE SECTION 10-7.6)**

WHEREAS, AB 2987, formally called the “Digital Infrastructure and Video Competition Act of 2006” (the “Act”), become effective January 1, 2007 and was adopted in anticipation of telephone companies offering video services to their telephone customers; and

WHEREAS, the primary purpose of the Act was to create a streamlined process for granting franchises to providers of video service, hence, the Act changed the manner in which video services are regulated by replacing local franchising with a State franchising system administered by the Public Utilities Commission (the “Commission”); and

WHEREAS, the Commission is given the exclusive authority to grant State franchises to video service providers. The franchises are valid for ten (10) years and renewable for successive 10-year terms; and

WHEREAS, the Act requires a State franchise holder to offer at least three (3) Public, Educational or Governmental (“PEG”) channels and also provides funding for PEG programming in that, it authorizes a local entity to establish, by ordinance, a fee to support PEG channel facilities, consistent with federal law, in an amount not to exceed 1% of gross revenues; and

WHEREAS, in accordance with State law, Compton Ordinance No. 2,162, adopted July 31, 2007, established a fee of one percent (1%) of a franchisee’s gross revenues derived from the provision of video services within the City for the support of PEG access facilities and activities within the City (codified in Section 10-7.6 of the Compton Municipal Code); and

WHEREAS, Pacific Bell Telephone Company dba SBC Pacific Bell Telephone Company dba AT&T California (“AT&T”) received a State Video Franchise to operate within the City on March 30, 2007, which State franchise will expire on March 30, 2017; and

WHEREAS, the Act specifies that the local ordinance establishing the PEG channel facilities support fee (i.e. 1%) shall also expire upon the expiration of the State Video Franchise unless it is reauthorized, thus, in order to preserve funding available for the support of the City’s Public, Educational and Governmental channel facilities, the requirements specified with Section 10-7.6 of Ordinance No. 2,162 must be reauthorized by or before March 30, 2017.

Ordinance No. _____
Page 2

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

Section 1. Urgency Findings. The City Council finds as follows:

(a) Currently, the City depends upon the PEG access fee to support public, educational, and governmental access channel facilities. These facilities provide city residents with important civic programming including emergency alerts and community news. Pursuant to Public Utilities Code Section 5870(n), the City's PEG access fee codified in Section 10-7.6 of the Municipal Code shall expire upon the expiration of a state franchise. The first state franchise to include the City, California Video Franchise Certificate Franchise No. 0002 granted to Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company d/b/a AT&T California will expire on March 30, 2017. If this fee is not reauthorized immediately, the City will lose funding for its PEG programming facilities, ultimately leading to the closure of these facilities. Any such closure shall deprive the City from a trustworthy, reliable and immediate means of communication with its residents. Any lapse in funding may also lead to confusion among state video franchisees operating within the City regarding the payment of PEG access fee leading the City to incur additional costs to recover any overdue fees.

(b) Therefore, the City Council finds and determines that the immediate preservation of the public peace, health and safety requires that this ordinance be enacted as an urgency ordinance pursuant to Government Code Section 36937(b) and take effect immediately upon adoption. If this Ordinance does not become effective immediately, but instead becomes effective thirty days after its second reading, City PEG facilities may be forced to close causing city residents who rely on PEG channels for emergency broadcasts and news updates to lose a vital source of city information. Therefore, this Ordinance is necessary for the immediate preservation of the public peace, health and safety and its urgency is hereby declared.

Section 2. That the City Council does hereby reauthorize the fee on state-franchised video service providers to support public, educational, and governmental channel facilities, as codified in Section 10-7.6 of the Compton Municipal Code, which fee shall remain unchanged and in full effect as to all state-franchised video service providers.

Section 3. That if any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance or the application thereof to any person or place, is for any reason held to be invalid or unconstitutional by the final decision of any court of competent jurisdiction, the remainder of this Ordinance shall remain in full force and effect.

ORDINANCE NO. _____
Page 3

Section 4. That this Urgency Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect immediately after the date of its final passage and adoption by the City Council.

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

Section 6. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause the same to be published as required by law.

ADOPTED this _____ day of _____, 2017.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

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

AYES: COUNCILMEMBERS-
NOES: COUNCILMEMBERS-
ABSENT: COUNCILMEMBERS-
ABSTAIN: COUNCILMEMBERS-

CITY CLERK OF THE CITY OF COMPTON

March 14, 2017

TO: MAYOR AND CITY COUNCIL

FROM: CITY ATTORNEY

SUBJECT: AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON REAUTHORIZING THE CITY'S PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS SUPPORT FEE (COMPTON MUNICIPAL CODE SECTION 10-7.6)

SUMMARY

Adoption of the attached urgency ordinance will reauthorize the City's Public, Educational, and Governmental ("PEG") Access Support Fee which was established pursuant to Ordinance No. 2,162, adopted on July 31, 2007, and codified in Section 10-7.6 ("Fee for Support of PEG Access Facilities and Activities") of the Compton Municipal Code.

BACKGROUND

AB 2987, formally called the "Digital Infrastructure and Video Competition Act of 2006" (the "Act"), became effective January 1, 2007.¹

The Act was adopted in anticipation of telephone companies offering video services to their telephone customers. The primary purpose of the Act was to create a streamlined process for granting franchises to providers of video service. The Act changed the manner in which video services are regulated by replacing local franchising with a State franchising system administered by the Public Utilities Commission (the "Commission").

The Act applies to any person or entity providing video service. Video service means video programming services, cable services or open video services provided through facilities located at least in part in the public right-of-way. Video programming means programming provided by, or generally considered comparable to programming provided by, a television station.

The Commission is given the exclusive authority to grant State franchises to video service providers. The process for reviewing and granting State franchises is ministerial in nature (i.e. if an application is determined to be complete; the Commission is required to issue the State franchise within 44 days after filing) and franchises are valid for ten (10) years and renewable for successive 10-year terms.

¹ The Act amended the California Public Utilities Code commencing with Section 5800, and Section 107.7 of the Revenue and Taxation Code.

**Public, Education, Government Channel
And Facility Support**

The Act requires a State franchise holder to offer at least three (3) Public, Educational or Governmental (“PEG”) channels. The Act also provides funding for PEG programming. The local entity may, by ordinance, establish a fee to support PEG channel facilities, consistent with federal law, in an amount not to exceed 1% of gross revenues. In accordance with State law, Compton Ordinance No. 2,162 established a fee of one percent (1%) of a franchisee’s gross revenues derived from the provision of video services within the City for the support of PEG access facilities and activities within the City.

STATEMENT OF ISSUE

Pacific Bell Telephone Company dba SBC Pacific Bell Telephone Company dba AT&T California (“AT&T”) received a State Video Franchise to operate within the City on March 30, 2007. This State Video Franchise will expire on March 30, 2017. The Act specifies that the local ordinance establishing the PEG channel facilities support fee (i.e. 1%) shall also expire upon the expiration of the State Video Franchise unless it is reauthorized.² Thus, unless the requirements specified with Section 10-7.6 of Ordinance No. 2,162 are reauthorized by or before March 30, 2017, the 1% PEG access fee will expire.

Staff believes that an urgency ordinance is necessary for the immediate preservation of the public peace, health and safety because the City depends upon the PEG fee to support PEG access channel facilities, which are essential to providing city residents with important civic programming including emergency alerts and community and governmental news. If this Ordinance does not become effective immediately, but instead becomes effective thirty days after its second reading, funding for City PEG facilities could lapse causing residents who rely on PEG channels for emergency broadcasts and news updates to lose a vital source of City information. Any lapse in funding may also lead to confusion among state video franchisees operating within the City regarding the payment of PEG access fee leading the City to incur additional costs to recover any overdue fees.

FISCAL IMPACT

The proposed ordinance would reauthorize the fee in the amount of one percent (1%) of AT&T’s gross revenues derived from the provision of video services within the City and thereby preserve funding available for the support of the City’s Public, Educational and Governmental channel facilities.

² California Public Utilities Code, Section 5870.

Staff Report – Urgency Ordinance Reauthorizing Public, Education
And Government Access Support Fee (CMC Section 10-7.6)
March 14, 2017

RECOMMENDATION

Staff recommends that the City Council adopt the attached Urgency Ordinance.

**CRAIG J. CORNWELL
CITY ATTORNEY**

APPROVED FOR FORWARDING:

**CECIL W. RHAMBO, JR.
CITY MANAGER**

March 14, 2017

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CECIL W. RHAMBO JR., CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON PROCLAIMING THE MONTH OF MARCH 2017
AS "RED CROSS MONTH" IN THE CITY OF COMPTON**

SUMMARY

This resolution is presented to the City Council for consideration and approval to proclaim the month of March 2017 as "Red Cross Month" in the City of Compton.

BACKGROUND

National Red Cross Month was first proclaimed in 1943 by President Franklin D. Roosevelt as a way to raise awareness of the organization and its humanitarian mission in the midst of the war. Since then every President has designated March as Red Cross Month.

STATEMENT OF THE ISSUE

The local branch, the American Red Cross Serving Greater Long Beach, Rio Hondo and the South Bay has provided disaster relief assistance to families by providing shelter, food, emotional support and other necessities since 1917. The local branch has provided family communications and other support to active duty members of the military, trained individuals locally in CPR, First Aid, water safety courses and other essential training. The American Red Cross Serving Greater Long Beach, Rio Hondo and the South Bay has also reconnected families worldwide separated by war or armed conflict, and has provided lifesaving blood products for patients in need.

National Red Cross Month is a month-long observance recognizing the American Red Cross as a true reflection of the humanitarian and volunteer spirit. The month of March is a great time for people to become a part of the Red Cross by becoming a volunteer, donating blood, or taking lifesaving skills classes.

#10.

March 14, 2017
Staff Report - Red Cross Month
Page Two

FINANCIAL IMPACT

There is no fiscal impact resulting from adoption of this resolution.

RECOMMENDATION

No recommendation is offered by staff. This resolution is presented for consideration and adoption.

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
PROCLAIMING THE MONTH OF MARCH 2017 AS “RED CROSS MONTH”
IN THE CITY OF COMPTON**

WHEREAS, since 1917 the American Red Cross Serving Greater Long Beach, Rio Hondo and the South Bay has provided disaster relief assistance to families by providing shelter, food, emotional support and other necessities; and

WHEREAS, the American Red Cross Serving Greater Long Beach, Rio Hondo and the South Bay has provided family communications and other support to active duty members of the military; and

WHEREAS, the American Red Cross Serving Greater Long Beach, Rio Hondo and the South Bay has trained individuals locally in CPR, First Aid, aquatics, babysitting, wilderness First Aid, and water safety courses; and

WHEREAS, the American Red Cross Serving Greater Long Beach, Rio Hondo and the South Bay has reconnected families worldwide separated by war or armed conflict; and

WHEREAS, the American Red Cross Serving Greater Long Beach, Rio Hondo and the South Bay has provided lifesaving blood products for patients in need; and

WHEREAS, Red Cross Month is a month-long observance recognizing the American Red Cross as a true reflection of the humanitarian and volunteer spirit; and

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

Section 1. That the City Council of Compton, in recognition of a century of service to our community, does hereby proclaim the month of March 2017 to be **RED CROSS MONTH**, and urge all citizens to show their support to the American Red Cross Serving Greater Long Beach, Rio Hondo and the South Bay.

Section 2. That a certified copy of this Resolution shall be filed in the offices of the City Clerk and each and every department and agency of the City of Compton.

Section 3. 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) ss
CITY OF COMPTON)

I, Alita Godwin, 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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON PROCLAIMING THE MONTH OF MARCH 2017 AS "RED CROSS MONTH" IN THE CITY OF COMPTON

Cecil Rhambo
DEPARTMENT MANAGER’S SIGNATURE

3/9/2017 11:45:19 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/9/2017 4:00:50 PM
DATE

Brandon Mims
CITY CONTROLLER

3/9/2017 12:16:42 PM
DATE

Cecil Rhambo
CITY MANAGER

3/9/2017 11:58:30 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.

March 14, 2017

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: GLEN W.C. KAU, P.E., PUBLIC WORKS DIRECTOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONSTRUCTION OF THE CENTRAL AVENUE PAVEMENT REHABILITATION PROJECT – PHASE I, CIP# 15-03 AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION

SUMMARY

This Resolution authorizes the City Manager to accept the construction of the Central Avenue Pavement Rehabilitation Project CIP# 15-03 as complete, direct staff to file the notice of completion with the Los Angeles County Recorder's Office and authorize the release of the contractor's retention.

BACKGROUND

The Central Avenue Pavement Rehabilitation Project ("Project") provided the necessary improvements on Central Avenue from 131st Street to Compton Boulevard within City limits. Specific improvements included installing cement treated, Full Depth Reclamation (FDR), Cold Central Plan Recycled (CCPR) Pavement, Asphalt Rubber Hot Mix (ARHM), installation of ADA compliant curb ramps, curb, gutter and sidewalk improvements, striping and traffic loop replacement and other minor associated work.

On February 9, 2016, pursuant to Resolution No. 24,290, the City Council awarded the contract to Shawnan in the amount of \$1,531,670 and a contingency amount of \$153,167 totaling \$1,684,837 for the project.

The project has been completed in a satisfactory manner with a final construction cost of \$1,531,230.94 which was below the contract amount authorized by City Council, and recommended to be formally accepted. All construction items were completed per the contract documents.

STATEMENT OF THE ISSUE

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

In order to accept the Central Avenue Pavement Rehabilitation Project CIP# 15-03 as complete, direct staff to file the notice of completion with the Los Angeles County Recorder's Office and authorize the release of the contractor's retention, City Council's authorization is necessary.

#11.

Notice of Completion Staff Report
March 14, 2017
Page 2 of 2

FISCAL IMPACT

No financial impact is associated with release of the retention. Funds (5%) were withheld from each progress payment throughout the contract.

ALTERNATIVE

The contractor has completed all work to the satisfaction of the construction specifications. Therefore, no other alternative is being proposed.

RECOMMENDATION

Staff recommends that the City Council accepts the completion of the Central Avenue Pavement Rehabilitation Project CIP# 15-03, authorize staff to file the Notice of Completion with the Los Angeles County Recorder's Office, and release the contractor's retention.

GLEN W.C. KAU, P.E.
PUBLIC WORKS DIRECTOR

APPROVED FOR FORWARDING:

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONSTRUCTION OF THE CENTRAL AVENUE PAVEMENT REHABILITATION PROJECT – PHASE I, CIP# 15-03 AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER’S OFFICE AND AUTHORIZE THE RELEASE OF THE CONTRACTOR’S RETENTION

WHEREAS, the Central Avenue Pavement Rehabilitation Project (“Project”) provided the necessary improvements on Central Avenue from 131st Street to Compton Boulevard within the City of Compton; and

WHEREAS, specific improvements included Installing Cement Treated Full Depth Reclamation (FDR), Cold Central Plan Recycled (CCPR) Pavement, Asphalt Rubber Hot Mix (ARHM), installation of ADA compliant curb ramps, curb, gutter and sidewalk improvements, striping and traffic loop replacement and other minor associated work; and

WHEREAS, on February 9, 2016, pursuant to Resolution No. 24,290, the City Council awarded the contract to Shawnan in the amount of \$1,531,670 and a contingency amount of \$153,167, totaling \$1,684,837 for the project; and

WHEREAS, the project has been completed in a satisfactory manner with a final construction cost of \$1,531,230.94 which was below the contract amount authorized by City Council, and recommended to be formally accepted and all construction items were completed per the contract documents; and

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

WHEREAS, in order to accept the Central Avenue Pavement Rehabilitation Project CIP# 15-03 as complete, direct staff to file the notice of completion with the Los Angeles County Recorder’s Office and authorize the release of the contractor’s retention, City Council’s authorization is necessary; and

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

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

SECTION 1. That the City hereby accepts the construction of the Central Avenue Pavement Rehabilitation Project CIP# 15-03 as complete and sanctions staff to file the notice of completion with the Los Angeles County Recorder’s Office.

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

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

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-
ABSENT: COUNCIL MEMBERS-
ABSTAIN: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE CONSTRUCTION OF THE CENTRAL AVENUE PAVEMENT REHABILITATION PROJECT – PHASE I, CIP# 15-03 AS COMPLETE, DIRECT STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER’S OFFICE AND AUTHORIZE THE RELEASE OF THE CONTRACTOR’S RETENTION

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

2/22/2017 12:37:38 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

2/27/2017 11:24:54 AM
DATE

Brandon Mims
CITY CONTROLLER

2/27/2017 10:17:08 AM
DATE

Cecil Rhambo
CITY MANAGER

2/23/2017 5:59:43 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.

March 14, 2017

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY MANAGER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
APPROVING AN AMENDMENT TO THE SALARY PLAN FOR THE
CLASSIFICATION OF CITY CONTROLLER**

SUMMARY

The City Council will consider a resolution amending the Salary Plan to increase the salary for the classification of City Controller.

BACKGROUND

In December 2016, a compensation study was conducted under the Human Resources Department. As a result of the study, it was determined that the salary for the City Controller classification is currently at the lower end of the market and would benefit from being increased in order to remain competitive with surrounding cities.

On March 1, 2017, the City and representatives of the American Federation of State, County and Municipal Employees (AFSCME), Local 2325, met and conferred regarding the proposal to increase the salary.

STATEMENT OF ISSUE

The salary for City Controller for the City of Compton is not as competitive as it compares to surrounding cities such as Norwalk, Bellflower and Carson. Given the fiscal status of the City, it is critical to remain competitive in order to attract and retain a highly qualified candidate pool.

The recommended salary range for the City Controller classification is as follows:

From:

City Controller:

Range 213 - \$10,580.00 - \$12,406.00 monthly
\$126,960.00 - \$148,872.00 annually

To:

City Controller:

Range 223 - \$11,687.00 - \$13,704.00 monthly
\$140,244.00 - \$164,448.00 annually

#12.

City Controller - Amendment to Salary Plan
Staff Report
Page 2

ALTERNATIVE

Do not approve the recommendation contained in this report.

FINANCIAL IMPACT

The proposed amendment to the Salary Plan shall create an increase to the Fiscal Year 2016-2017 budget in Account No. 1001-65-0000-4101 by approximately \$4,543.00.

RECOMMENDATION

It is recommended that the City Council adopt the attached Resolution authorizing the City Manager to amend the Salary Plan by increasing the salary for the City Controller classification in the City Controller's Department.

SHAWNA J. HOLMQUIST
HUMAN RESOURCES DIRECTOR (INTERIM)

APPROVED FOR FORWARDING:

CECIL W. RHAMBO JR.
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON APPROVING AN AMENDMENT TO THE SALARY
PLAN FOR THE CLASSIFICATION OF CITY CONTROLLER**

WHEREAS, in December 2016, a compensation study was conducted under the Human Resources Department; and

WHEREAS, as a result of the study, it was determined that the salary for the City Controller classification is currently at the lower end of the market and would benefit from being increased in order to remain competitive with surrounding cities; and

WHEREAS, given the fiscal status of the City, this action is critical in order to attract and retain a highly qualified candidate pool; and

WHEREAS, on March 1, 2017, the City and representatives of the American Federation of State, County and Municipal Employees (AFSCME), Local 2325, met and conferred regarding the proposal to increase the salary; and

WHEREAS, the adoption of this proposed amendment shall revise the City of Compton Salary Plan.

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

Section 1. That the City of Compton Salary Plan shall be amended by adjusting the salary range for the City Controller classification as follows:

Range 223 - \$11,687.00 - \$13,704.00 monthly
\$140,244.00 - \$164,448.00 annually

Section 2. That a duly certified copy of this Resolution shall be delivered to the Office of the City Manager, Office of the City Controller and the Department of Human Resources.

Section 3. 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 Two

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

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 SALARY PLAN FOR THE CLASSIFICATION OF CITY CONTROLLER

<ManagersName>

DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>

DATE

REVIEW / APPROVAL

<LegalName>

CITY ATTORNEY

<LegalDate>

DATE

<ControllerName>

CITY CONTROLLER

<ControllerDate>

DATE

<CityManager>

CITY MANAGER

<CityManagerDate>

DATE

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

March 14, 2017

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH AGREEMENT WITH SYLVIA NUNN ANGELS FOR LEASE OF CITY-OWNED PROPERTY LOCATED AT 200 NORTH LONG BEACH BOULEVARD AND RESCINDING RESOLUTION NO. 24,487

SUMMARY

City Council will consider a request by Sylvia Nunn Angels (“SNA”) to enter into a twelve (12) month lease (i.e. March 1, 2017 through February 28, 2018) of City-owned property located at 200 North Long Beach Boulevard, Compton (the “Property” or “Site”).

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

BACKGROUND

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

City of Compton Leasing Policy

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

In addition to this required minimum base rental rate of \$1.00 per square foot for indoor space, the leasing policy addresses recovery of the costs incurred by the

Staff Report – Resolution Authorizing Lease
200 N. Long Beach Blvd. – Sylvia Nunn Angels
Rescind Resolution No. 24,487
March 14, 2017, page 2

City for the provision of the following services: utilities (e.g. gas, electricity, water, trash, HVAC), maintenance and repairs, custodial services and City security (estimated at a cost to the City of \$0.97 per square foot). However, the leasing policy does provide that a Lessee that will have exclusive use/occupation of the entire City facility and/or property ***shall be solely responsible for all utilities, janitorial, security, and interior and exterior maintenance of the facility or property***, thus, recovery of the costs to the City for the above-identified services will not be necessary since the Lessee will be responsible for the provision thereof.

STATEMENT OF ISSUE

On December 6, 2016, the City Council was presented with a request from SNA for approval of a 12-month lease agreement for the subject Property. SNA further requested that the Council waive provisions of the City's Leasing Policy and authorize that they be allowed to pay One Dollar (\$1.00) rent for the entire 12-month lease and that the City provide and pay the costs of all utilities (i.e. gas, electricity, water, trash, HVAC) for the Property.

On December 6, 2016, the Council adopted Resolution No. 24,487, which authorized a 12-month lease agreement with SNA, however, upon review of the meeting minutes it is not reflected or clear as to whether the approval was for a rental rate in compliance with the City's Leasing Policy or approval of one (1) or more of the requests made by SNA¹. Thus, staff is requesting that Resolution No. 24,487 be rescinded, the lease request of SNA be re-considered and that the record reflect the Council's decision regarding the request of SNA for reduced rent and City's payment of utilities.

Historical Background of Organization

According to the prospective Lessee, since 2012 Sylvia Nunn Angels has been utilizing a grassroots approach towards changing the social environment for youth living in Compton and all surrounding areas. SNA provides support to vulnerable families through multiple programs offered by dedicated community partners, community members, volunteer staff, and established network of professionals around Los Angeles County.

¹ Resolution No. 24,487 authorizes a 12-month lease agreement, effective 11/1/16 thru 10/31/17, at a monthly lease rate of \$1,767.00, however, staff is unclear as to whether the intent of the Council's vote on this Resolution was to approve the requests made by SNA.

**Staff Report – Resolution Authorizing Lease
200 N. Long Beach Blvd. – Sylvia Nunn Angels
Rescind Resolution No. 24,487
March 14, 2017, page 3**

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

SNA seeks City Council approval to enter into a twelve (12) month lease agreement with the City of Compton, beginning March 1, 2017 through February 28, 2018, for exclusive occupation of the entire property – 1,767 square feet of indoor space – located at 200 North Long Beach Boulevard. SNA is interested in leasing the subject property for the purpose of administrative offices and support services for their organization.

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

FISCAL IMPACT

If the minimum leasing rate specified within the City's Leasing Policy is followed, the estimated fiscal impact of this proposed lease will amount to the collection of One Thousand Seven Hundred Sixty Seven Dollars (\$1,767.00) per month of the lease term in addition to costs savings to the City due to the Lessee being responsible for paying for all utilities, providing for custodial and security services to the Property. If the request of SNA for a reduced lease rate is approved, the fiscal gain will be One Dollar (\$1.00) for the 12-month term, with the City responsible for provision and payment of all utilities to the Property.

ALTERNATIVES

The City Council has discretion to choose among a number of options.

1. Authorize the City Manager to enter into a lease agreement with Sylvia Nunn Angeles for the 12 months requested (or offer a lesser term) as follows:

#13.

**Staff Report – Resolution Authorizing Lease
200 N. Long Beach Blvd. – Sylvia Nunn Angels
Rescind Resolution No. 24,487
March 14, 2017, page 4**

- a. For the minimally recommended City policy rates (i.e. \$1.00 per square foot per month = \$1,767.00 per month) or for some other monthly rental rate.
 - b. For the requested reduced rental rate of \$1.00 total for the 12-month term of the lease with the Lessee responsible for provision and payment of utilities (i.e. gas, electricity, water, trash, HVAC) for the subject Property.
 - c. For the requested reduced rental rate of \$1.00 total for the 12-month term of the lease with the City responsible for provision and payment of utilities (i.e. gas, electricity, water, trash, HVAC) for the subject Property.
2. Reject the request to enter into a lease agreement for this space by Sylvia Nunn Angels.

RECOMMENDATION

Staff is not authorized to offer to lease City-owned property wherein the terms sought by the prospective Lessee may vary from the requirements of the City's Leasing Policy, thus staff makes no recommendation other than compliance with the City's Leasing Policy in order to cover the costs of use of City-owned property.

The decision is at the discretion of the City Council.

**VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT**

APPROVED FOR FORWARDING:

**CECIL W. RHAMBO, JR.
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH AGREEMENT WITH SYLVIA NUNN ANGELS FOR LEASE OF CITY- OWNED PROPERTY LOCATED AT 200 NORTH LONG BEACH BOULEVARD AND RESCINDING RESOLUTION NO. 24,487

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

WHEREAS, Sylvia Nunn Angels, a non-profit organization provides support to vulnerable families through multiple programs offered by dedicated community partners, community members, volunteer staff, and established network of professionals around Los Angeles County ; and

WHEREAS, Sylvia Nunn Angels seeks City Council approval to enter into a twelve (12) month lease agreement, beginning March 1, 2017 through February 28, 2018, for exclusive occupation of the entire property located at 200 North Long Beach Boulevard; and

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

WHEREAS, Sylvia Nunn Angels has requested that the Council authorize a leasing rate different that required by the City Leasing Policy; more specifically, a rental amount of One Dollar (\$1.00) for entire 12-month lease term, in addition to the City being responsible for the provision and payment of the following utilities: gas, electricity, water, trash, HVAC) for the 12-month lease term; and

WHEREAS, if the Council finds that the public benefit received by the City and its residents from the services provided by Sylvia Nunn Angeles is of far more value than the true cost; as reflected within the City's Leasing Policy; of providing use of City-owned property, the decision to reduce or waive certain provisions of the City's Leasing Policy rests in the discretion of the City Council; and

WHEREAS, on December 6, 2016, the Council adopted Resolution No. 24,487, which authorized a 12-month lease agreement with Sylvia Nunn Angels, however, the meeting minutes do not indicate whether the approval was for a rental rate in compliance with the City's Leasing Policy or approval of one (1) or more of the requests made by SNA, thus, staff is requesting that Resolution No. 24,487 be rescinded, the lease request of SNA be re-considered and that the record reflect the Council's decision regarding the request of SNA for reduced rent and City's payment of utilities.

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

Section 1. That the City Manager, upon the approval of the City Attorney, is hereby authorized to enter into a twelve (12) month Lease Agreement with Sylvia Nunn Angels, effective March 1, 2017 through February 28, 2018, for the exclusive use of the entire indoor space of the property located at 200 North Long Beach Boulevard, Compton, consisting of approximately 1,767 square feet for use as general office space for support services.

Section 2. That the lease rate shall be _____ Dollars (\$) per _____ for the term of the Lease.

Section 3. That the provision of and the payment of the costs of the following utilities: gas, electricity, water, trash and HVAC, shall be the responsibility of the _____.

Section 4. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, General Services, City Controller and Building & Safety Department (Security 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:

CLERK OF THE CITY OF COMPTON

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

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: General Services

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A TWELVE (12) MONTH LEASE AGREEMENT WITH SYLVIA NUNN ANGELS FOR LEASE OF CITY-OWNED PROPERTY LOCATED AT 200 NORTH LONG BEACH BOULEVARD AND RESCINDING RESOLUTION NO. 24,487

Van Wilson
DEPARTMENT MANAGER’S SIGNATURE

2/22/2017 9:09:46 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

2/27/2017 11:33:25 AM
DATE

Brandon Mims
CITY CONTROLLER

2/27/2017 10:18:28 AM
DATE

Cecil Rhambo
CITY MANAGER

2/23/2017 5:49:55 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.

March 14, 2017

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH THE 44TH UNITED STATES CONGRESSIONAL DISTRICT REPRESENTATIVE (CONGRESSWOMAN NANETTE BARRAGAN) FOR A DISTRICT OFFICE IN COMPTON CITY HALL

SUMMARY

City Council will consider a request from the 44th United States Congressional District Representative - Congresswoman Nanette Barragan ("Congresswoman Barragan") - to enter into a twelve (12) month (i.e. March 1, 2017 through February 28, 2018) lease agreement for use of approximately 160 square feet of dedicated indoor office space within the Compton City Hall facility for use as a District Office.

BACKGROUND

The City of Compton owns certain real property located at 205 South Willowbrook Avenue, also known as "Compton City Hall." This facility is the "hub" for government functions of the City of Compton. While generally the City does not lease spaces within City Hall for use by outside agencies, organizations or individuals, in recent years, when requested, the City Council has authorized the leasing of space(s) within City Hall to federal and state legislative representatives of the City of Compton.

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

In addition to the base rental rate of \$1.00 per square feet, lease agreements are to address the costs incurred by the City for providing utilities, maintenance and

Staff Report – Resolution Authorizing Lease with
Congresswoman Nanette Barragan
44th United States Congressional District
City Hall Facility (160 Square Feet)
March 14, 2017, page 2 of 3

repairs, custodial and general security. Staff has estimated the costs of providing such services to be approximately ninety-seven cents (\$0.97) per square foot. Thus the estimated cost to the City will be recovered in a recommended minimal monthly rental rate based on a square footage charge of \$1.97 (i.e. \$1.00 per square foot base rental rate plus \$0.97 per square foot for utilities, maintenance, custodial and security).

STATEMENT OF THE ISSUE

Congresswoman Barragan, representative of the 44th U.S. Congressional District, requests to use approximately 160 square feet of exclusive indoor space as a District Office on the first floor of City Hall (located next to the Human Resources Department), for a twelve (12) month lease term. The Congresswoman believes that having a District Office within City Hall allows Compton residents to have better access to their Congressional representative and, potentially, to become more aware of the services provided by the City of Compton.

FINANCIAL IMPACT

If the Council finds that the public benefit received by the City and its residents is of far more value than the true cost; as reflected within the City's Leasing Policy; of providing use of City-owned property, the decision to revise, reduce or waive certain provisions of the City's Leasing Policy rests in the discretion of the City Council.

Unless otherwise directed by the Council, the estimated fiscal impact of this proposed action is a net gain to the General Fund of a monthly lease rate of **Three Hundred Fifteen Dollars and Twenty Cents (\$315.20) per month (i.e. \$1.97 per square foot for 160 square feet of exclusive space)** for the 12-month term of the lease.

ALTERNATIVE

The City Council has discretion to choose among a number of options.

1. Authorize the City Manager to enter into a lease agreement with the 44th United States Congressional District Representative – Congresswoman Nanette Barragan:

**Staff Report – Resolution Authorizing Lease with
Congresswoman Nanette Barragan
44th United States Congressional District
City Hall Facility (160 Square Feet)
March 14, 2017, page 3 of 3**

- a. For the 12 months requested or offer a lesser term; and
 - b. For the minimally recommended City policy rates (i.e. \$1.97 per square foot per month = \$315.20 per month) or for some other rental rate.
2. Reject the request to enter into a lease agreement for this space by the 44th United States Congressional District Representative – Congresswoman Nanette Barragan.

RECOMMENDATION

Staff is not authorized to offer to lease City-owned property wherein the terms sought by the prospective Lessee may vary from the requirements of the City's Leasing Policy, thus staff makes no recommendation other than compliance with the City's Leasing Policy in order to cover the costs of use of City-owned property, including costs incurred for provision of utilities, maintenance and repairs, custodial and general security. The decision is at the discretion of the City Council.

**VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT**

APPROVED FOR FORWARDING:

**CECIL W. RHAMBO, JR.
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT
WITH THE 44TH UNITED STATES CONGRESSIONAL DISTRICT
REPRESENTATIVE (CONGRESSWOMAN NANETTE BARRAGAN) FOR A
DISTRICT OFFICE IN COMPTON CITY HALL**

WHEREAS, the City of Compton owns certain real property located at 205 South Willowbrook Avenue, commonly known as Compton City Hall. This property is used as the primary location that houses the seat of Compton government functions; and

WHEREAS, the City of Compton has approximately 98,000 residents, many of which are elderly or must rely on public transportation to handle the daily business of their lives; and

WHEREAS, Congresswoman Nanette Barragan, representative of the 44th U.S. Congressional District, is interested in leasing approximately 160 square feet of exclusive indoor space for use as a District Office on the first floor of City Hall (located next to the Human Resources Department), for a twelve (12) month lease term; and

WHEREAS, the Congresswoman believes that having a District Office within City Hall allows Compton residents to have better access to their Congressional representative and, potentially, to become more aware of the services provided by the City of Compton; and

WHEREAS, the City's Leasing Policy requires that the leasing rates for City-owned facilities and/or property shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for indoor floor space in a City-owned facility shall be at least One Dollar (\$1.00) per square foot, in addition to a Ninety-Seven Cents (\$0.97) per square charge to address the costs incurred by the City for providing utilities, maintenance and repairs, custodial and general security; and

WHEREAS, staff is not authorized to offer to lease City-owned property wherein the terms may vary from the requirements of the City's Leasing Policy, thus staff makes no recommendation other than compliance with the City's Leasing Policy in order to cover the costs of use of City-owned property; and

WHEREAS, if the Council finds that the public benefit received by the City and its residents is of far more value than the true cost; as reflected within the City's Leasing Policy; of providing use of City-owned property, the decision to revise, reduce or waive certain provisions of the City's Leasing Policy rests in the discretion of the City Council.

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

Section 1. That the City Manager, upon the approval of the City Attorney, is hereby authorized to enter into a twelve (12) month Lease Agreement with Congresswoman Nanette Barragan, representative of the 44th United States Congressional District, effective March 1, 2017 through February 28, 2018, to provide approximately 160 square feet of dedicated indoor space within Compton City Hall (adjacent to the Human Resources Department), for use as District Office space.

Section 2. That the lease rate shall be _____ Dollars (\$) per _____ for the term of the Lease.

Section 3. That Account No. 1001 000 000 3420 has been established to receive lease payments for City-owned properties.

Section 4. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, General Services, City Controller and Building & Safety Department (Security 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:

CLERK OF THE CITY OF COMPTON

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

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

RESOLUTION SIGN-OFF FORM

DEPARTMENT: General Services

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH THE 44TH UNITED STATES CONGRESSIONAL DISTRICT REPRESENTATIVE (CONGRESSWOMAN NANETTE BARRAGAN) FOR A DISTRICT OFFICE IN COMPTON CITY HALL

Van Wilson
DEPARTMENT MANAGER’S SIGNATURE

3/2/2017 10:50:32 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/9/2017 12:23:05 AM
DATE

Brandon Mims
CITY CONTROLLER

3/8/2017 4:49:34 PM
DATE

Cecil Rhambo
CITY MANAGER

3/2/2017 5:47:17 PM
DATE

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

March 14, 2017

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE
A LEASE AGREEMENT WITH THE ASSEMBLY COMMITTEE
ON RULES, CALIFORNIA STATE ASSEMBLY FOR A DISTRICT
OFFICE IN COMPTON CITY HALL AND RESCINDING
RESOLUTION NO. 24,491**

SUMMARY

City Council will consider a request from the Assembly Committee on Rules, California State Assembly ("CSA") to enter into a twelve (12) month (i.e. March 1, 2017 through February 28, 2018) lease agreement for use of approximately 160 square feet of dedicated indoor office space within the Compton City Hall facility for use as District Office space for State Assemblyman Mike A. Gipson, and rescind Resolution No. 24,491.

BACKGROUND

The City of Compton owns certain real property located at 205 South Willowbrook Avenue, also known as "Compton City Hall." This facility is the "hub" for government functions of the City of Compton. While generally the City does not lease spaces within City Hall for use by outside agencies, organizations or individuals, in recent years, when requested, the City Council has authorized the leasing of space(s) within City Hall to federal and state legislative representatives of the City of Compton.

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

**Staff Report – Resolution Authorizing Lease
City Hall Facility (160 Square Feet)
Assembly Committee on Rules, California State Committee
State Assemblyman Mike A. Gipson
March 14, 2017, page 2 of 4**

In addition to the base rental rate of \$1.00 per square feet, proposed lease agreements are to address the costs incurred by the City for utilities, maintenance and repairs, custodial and general security. At the City Hall location, staff has identified that cost to be ninety-seven cents (\$0.97) per square foot. Thus the cost to the City will be recovered in a recommended minimal monthly rental rate based on a square footage charge of \$1.97 (i.e. \$1.00 per square foot base rental rate plus \$0.97 per square foot for utilities, maintenance, custodial and security).

STATEMENT OF THE ISSUE

CSA requests to use indoor office space on the first floor of City Hall for a (12) month lease term. CSA believes that having a District Office within City Hall allows Compton residents to have better access to their Assembly Representative and, potentially, to become more aware of the services provided by the City of Compton and thus further requests that the City Council waive the minimum base rent requirement of \$1.97 per square foot and authorize a rental rate of One Dollar (\$1.00) per year. SOM Policy 4.17(A)(1) provides that “...*only the City Council shall have the authority to reduce or waive the standard leasing rates and/or other costs required by the policy and the proposed lease agreement.*” Thus, City Council approval is required for the reduction in and/or waiver of the standard leasing rate or other facility charges.

This proposed lease agreement will provide CSA with exclusive use of the following indoor spaces within the City Hall facility:

One (1) Office Space	Approx. 160 sq. feet total
----------------------	----------------------------

On December 20, 2016, the City Council adopted Resolution No. 24,491, which inadvertently authorized a 1-year lease agreement with California State Assemblyman Mike A. Gipson rather than the proper party to the lease; i.e. the Assembly Committee on Rules, California State Assembly. Therefore, Resolution No. 24,491 should be rescinded.

FINANCIAL IMPACT

If the Council finds that the public benefit received by the City and its residents is of far more value than the true cost; as reflected within the City's Leasing Policy; of providing use of City-owned property, the decision to revise, reduce or waive

Staff Report – Resolution Authorizing Lease
City Hall Facility (160 Square Feet)
Assembly Committee on Rules, California State Committee
State Assemblyman Mike A. Gipson
March 14, 2017, page 3 of 4

certain provisions of the City's Leasing Policy rests in the discretion of the City Council.

Unless the Council decides to waive the minimum lease rate requirement of Leasing Policy, the estimated fiscal impact of this proposed action is a net gain to the General Fund of a monthly lease rate of **Three Hundred Fifteen Dollars and Twenty Cents (\$315.20) per month (i.e. \$1.97 per square feet for 160 square feet of exclusive space)** for the twelve (12) month term of the lease.

ALTERNATIVE

The City Council has discretion to choose among a number of options.

1. Authorize the City Manager to enter into a lease agreement with the Assembly Committee on Rules, California State Assembly for the 12 months requested (or offer a lesser term) as follows:
 - a. For the minimally recommended City policy rates (i.e. \$1.97 per square foot per month = \$315.20 per month) or for some other monthly rental rate.
 - b. For the requested reduced rental rate of \$1.00 total for the 12-month term of the lease.
2. Reject the request to enter into a lease agreement for this space by the Assembly Committee on Rules, California State Assembly.

RECOMMENDATION

Staff is not authorized to offer to lease City-owned property wherein the terms sought by the prospective Lessee may vary from the requirements of the City's Leasing Policy, thus staff makes no recommendation other than compliance with the City's Leasing Policy in order to cover the costs of use of City-owned

#15.

**Staff Report – Resolution Authorizing Lease
City Hall Facility (160 Square Feet)
Assembly Committee on Rules, California State Committee
State Assemblyman Mike A. Gipson
March 14, 2017, page 4 of 4**

property, including costs incurred for provision of utilities, maintenance and repairs, custodial and general security. The decision is at the discretion of the City Council.

**VAN WILSON, DIRECTOR
GENERAL SERVICES DEPARTMENT**

APPROVED FOR FORWARDING:

**CECIL W. RHAMBO, JR.
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH THE ASSEMBLY COMMITTEE ON RULES, CALIFORNIA STATE ASSEMBLY FOR A DISTRICT OFFICE IN COMPTON CITY HALL AND RESCINDING RESOLUTION NO. 24,491

WHEREAS, the City of Compton owns certain real property located at 205 South Willowbrook Avenue, commonly known as the Compton City Hall facility. This property is used as the primary location that houses the seat of Compton government functions; and

WHEREAS, the City of Compton has approximately 98,000 residents, many of which are elderly or must rely on public transportation to handle the daily business of their lives; and

WHEREAS, in an effort to provide Compton residents with greater access to their State Assembly Representative, Assemblyman Mike A. Gipson, and potentially, to become more aware of the services provided by the City of Compton, it has been requested that the City enter into a twelve (12) month lease agreement to provide approximately 160 square feet of dedicated indoor office space within Compton City Hall, for use as a District Office; and

WHEREAS, the City's Leasing Policy requires that the leasing rates for City-owned facilities and/or property shall be based on the square footage of the area(s) subject to the exclusive use/occupation of the Lessee and that the standard leasing rate for indoor floor space in a City-owned facility shall be at least One Dollar (\$1.00) per square foot, in addition to a Ninety-Seven Cents (\$0.97) per square charge to address the costs incurred by the City for providing utilities, maintenance and repairs, custodial and general security; and

WHEREAS, the proposed Lessee of the premises, the Assembly Committee on Rules, California State Assembly, has requested that the Council authorize a leasing rate different that required by the City Leasing Policy; more specifically, a lesser rental amount (i.e. \$1.00 per year); and

WHEREAS, staff is not authorized to offer to lease City-owned property wherein the terms may vary from the requirements of the City's Leasing Policy, thus staff makes no recommendation other than compliance with the City's Leasing Policy in order to cover the costs of use of City-owned property; and

WHEREAS, if the Council finds that the public benefit received by the City and its residents is of far more value than the true cost; as reflected within the City's Leasing Policy; of providing use of City-owned property, the decision to revise, reduce or waive certain provisions of the City's Leasing Policy rests in the discretion of the City Council; and

WHEREAS, on December 20, 2016, the City Council adopted Resolution No. 24,491, which inadvertently authorized a 1-year lease agreement with California State Assemblyman Mike A. Gipson rather than the proper party to the lease; i.e. the Assembly Committee on Rules, California State Assembly, therefore, Resolution No. 24,491 should be rescinded.

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

Section 1. That the City Manager, upon the approval of the City Attorney, is hereby authorized to enter into a twelve (12) month Lease Agreement with the California Assembly Committee on Rules, California State Assembly, effective March 1, 2017 through February 28, 2018, to provide approximately 160 square feet of dedicated indoor space within Compton City Hall (adjacent to the Human Resources Department), for use as District Office space for State Assemblyman Mike A. Gipson.

Section 2. That the lease rate shall be _____ Dollars (\$) per _____ for the term of the Lease.

Section 3. That Account No. 1001 000 000 3420 has been established to receive lease payments for City-owned properties.

Section 4. That a copy of this Resolution shall be filed in the offices of the City Clerk, City Attorney, City Manager, General Services, City Controller and Building & Safety Department (Security 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:

CLERK OF THE CITY OF COMPTON

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

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

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

AYES: COUNCILMEMBERS-
NOES: COUNCILMEMBERS-
ABSTAIN: COUNCILMEMBERS-
ABSENT: COUNCILMEMBERS-

CITY CLERK OF THE CITY OF COMPTON

**LEASE AGREEMENT
BETWEEN
CITY OF COMPTON
AND
ASSEMBLY COMMITTEE ON RULES, CALIFORNIA STATE ASSEMBLY
(Assemblyman Mike A. Gipson)**

This **LEASE AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a Municipal Corporation organized under of the laws of the State of California (hereinafter referred to "**OWNER**") and the **ASSEMBLY COMMITTEE ON RULES, CALIFORNIA STATE ASSEMBLY**, (hereinafter referred to as "**LESSEE**").

RECITALS:

WHEREAS, the City of Compton ("Owner"), has under it jurisdiction certain real property located at 205 South Willowbrook Avenue, Compton, California 90220, also known as "Compton City Hall" (the "Site"); and

WHEREAS, on _____, 2017, the City Council adopted Resolution No. _____, which authorized the City Manager to enter into a lease agreement with the Assembly Committee on Rules, California State Assembly ("Lessee"), for purposes of providing office space for use by Mike A. Gipson, Assemblyman of District 64 of the California State Assembly, for a period of Twelve (12) months, commencing March 1, 2017 through February 28, 2018.

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

WITNESSETH:

Section 1. Premises. The Owner, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the Lessee and upon the following terms and conditions, hereby leases to the Lessee, and the Lessee hereby hires and takes of and from the Owner, those certain Premises situated in the City of Compton, County of Los Angeles, State of California, more particularly described as:

**205 South Willowbrook Avenue
Compton, California 90220**

[The "Site"]

Lessee shall lease approximately 160 square feet of indoor space (next to the Human Resources Department on the 1st Floor) within the Site building at the location. Lessee may also have access to and use of shared public spaces within the Site.

[The "Premises"]

Lease Agreement – Assembly Committee on Rules, California State Assembly
District Office Lease/District 64 (Mike A. Gipson)
205 South Willowbrook Avenue, Compton
[Resolution No. _____]

Section 2. Term. This Lease shall be for a term of Twelve (12) months, commencing on March 1, 2017 and shall terminate on February 28, 2018, unless extended or terminated as otherwise provided herein. This Lease shall supersede any previous Leases and/or agreements, written or oral.

Section 3. Rent. During the Lease term, the Lessee shall pay to Owner as rent for said Premises hereof the sum of _____ **Dollars (\$)** per month, based on a rental rate of _____ **Dollar (\$) per square foot** for each square foot of exclusive use space. Lease payments shall be due and payable on or before the tenth (10th) day of each month of the term hereof. Any lease payment not received by the Owner by the tenth (10th) day will be deemed late and a late fee (penalty) in the amount of **Five Percent (5%)** will be charged.

Payments shall be remitted to: General Services Department
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director
Payable to: CITY OF COMPTON
[Please identify your Lease Site on the payment]

Section 4. Use of Premises. Lessee is entitled to use the Premises during normal City building business hours – Mondays through Thursdays, 7:00 a.m. to 6:00 p.m. **(excepting legal City holidays, the Site, including the Premises are closed)** for the following purpose(s) only:

General Office Use for District 64 Assemblyman Mike A. Gipson

Lessee shall not use the Premises for any other purposes without the prior written consent of the Owner. Lessee shall not use the Premises in a manner so as to interfere with Owner's use, property or equipment at the Site. Lessee shall not use the Premises for the storage of unusable equipment or property.

Use of Premises at Shared Site on City Holidays and Non-Business Hours

On those dates designated by the City Council as legal City holidays, the Site **(including the Premises)** shall be closed. If Lessee desires to use the Premises on a City holiday or during non-business building hours, Lessee shall pay the City the costs (e.g. employees' salary) of providing access to the Premises/Site and for provision of City security (if applicable).

Lessee shall provide written notification to the General Services Department a minimum of three (3) business days in advance of its desire to use the Premises on a City holiday or during non-business building hours. Lessee shall pay to the Owner the additional amounts owed for access/use of the Premises within thirty (30) days.

Section 5. Delivery of Premises. If Owner, for any reason, cannot deliver the Premises described above to Lessee at the commencement of the term hereof, Owner shall not be liable to Lessee for any loss or damage resulting therefrom and Lessee at Lessee's option, may declare this Agreement to be null and void.

**Lease Agreement – Assembly Committee on Rules, California State Assembly
District Office Lease/District 64 (Mike A. Gipson)
205 South Willowbrook Avenue, Compton
[Resolution No. _____]**

Section 6. Utilities and Other Services. Owner agrees to furnish the following utilities and services at Owner's expense during normal business hours:

- a. Electricity for normal lighting and power for office use. Special or additional electrical requirements over and above the standard for general office uses will be charged directly to Lessee.
- b. Heating/Cooling.
- c. Hot and cold water.
- d. Routine maintenance/custodial.
- e. General/shared security for the Site.

Any and all other types of utilities (e.g. telephone, cable, etc.) and services shall be at the sole expense and responsibility of the Lessee. Prior written approval shall be required for the installation of any utility and/or service that will involve physical alteration of the Premises and/or Site. Lessee shall reimburse Owner for the cost of repairing any and all damages to the Premises and/or Site caused directly or indirectly by Lessee's utility or service provider or its equipment.

Owner shall in no way be liable or responsible for any loss, damage or expense that Lessee may sustain or incur by reason of any change, failure, interference, disruption or defect in the supply or character of the utilities and services supplied to Premises and/or Site, unless directly caused by the active negligence or willful misconduct of the Owner.

Section 7. Assignment and Subletting. Lessee agrees not to sublet the whole or part of the Premises, assign the Lease nor permit the use of the Premises by anyone other than the Lessee, its employees, business invitees, customers and patrons without in each case first securing the written consent of the Owner. Any attempted assignment or subletting of this Lease without the written consent of the Owner constitutes fraud and this Agreement shall be immediately null and void.

Section 8. Alterations and Additions. Lessee shall not make any alterations or construct any additions or improvements in or on the Premises until the Owner has approved the complete plans and specifications for the project. Once the Owner has been provided with said plans and specifications, Owner shall have a review period of up to a fifteen (15) day minimum review period before granting Lessee approval or disapproval of the project in writing. Lessee shall, at the time of the request, specify if they desire to retain ownership and/or possession of the alteration, addition or improvement subject to plan review by Owner at Lessee's expense. Lessee shall keep the Premises free of liens for any such work.

Owner agrees that except for structural alterations, the Lessee may remove, during or at the expiration or other termination of the term of this Lease, or of any extension or holdover period thereof, as the case may be, personal property placed or installed in or upon the Premises by the Lessee or under its authority. Any personal property, improvements or additions not removed by Lessee within thirty (30) days after

**Lease Agreement – Assembly Committee on Rules, California State Assembly
District Office Lease/District 64 (Mike A. Gipson)
205 South Willowbrook Avenue, Compton
[Resolution No. _____]**

the end of the term, or any extension or holdover period thereof, shall automatically become the property of Owner.

Lessee shall repair any damage to the Premises caused by Lessee's installation and/or removal of its personal property, alterations, improvements or additions.

Section 9. Repairs and Maintenance. Lessee agrees to repair any damage caused by Lessee, its employees, contractors, agents or invitees, negligently or otherwise, at its own expense, and maintain the Premises leased and to return said Premises to Owner in as good order, repair and condition as the same were in at the commencement of this Lease, subject to normal wear and tear. Lessee must obtain prior written approval from the Owner prior to commencing any repairs to the leased Premises. Lessee shall keep the Premises free of liens from any such work.

All work done by Lessee on the Premises shall be done in a lawful manner and in conformity with all applicable laws, ordinances and regulations. The Premises shall be kept free from any and all liens and charges on account of labor or materials used in contribution to any work thereon.

Lessor shall at Lessor's sole cost and expense comply with all statutes, ordinances, regulations, and requirements of all governmental entities, both federal and state and county or municipal, including but not limited to those requiring capital improvements to the Premises, relating to any use and occupancy of the Premises whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted. During the Term of this Lease, the Lessor shall maintain the Premises in good repair and tenantable condition, so as to minimize breakdowns and loss of the use of the Premises by the Lessee caused by deferred or inadequate maintenance, including, but not limited to:

- a. Generally maintaining the Premises in good, vermin-free, operating condition and appearance.
- b. Furnishing prompt, good quality repair of the building, common areas, equipment, and appurtenances.
- c. Furnishing repairs and preventative maintenance, including, but not limited to, elevators (if any), heating/ventilating/air conditioning equipment, plumbing, electrical (excluding Lessee network and telephone systems) and fixtures.
- d. Furnishing and properly replacing any inoperative light bulbs, fluorescent tubes, ballasts and starters for lighting, and filters for heating/ventilating/air conditioning equipment as required.
- e. Furnishing remedial painting as necessary to maintain the Premises in a neat, clean, and orderly condition.
- f. Annual testing and maintenance of all fire extinguishers in or adjacent to the Premises.

**Lease Agreement – Assembly Committee on Rules, California State Assembly
District Office Lease/District 64 (Mike A. Gipson)
205 South Willowbrook Avenue, Compton
[Resolution No. _____]**

g. Repairing and replacing as necessary a suitable building communications closet or other interface location from which the telephone company can access and can feed voice and data transmission to the Premises.

h. Repairing and replacing floor covering if necessary as a result of reasonable wear and tear or as a result of damage caused by Lessor or Lessor's agents or invitees. Lessor, at Lessor's sole cost and expense, shall arrange for moving of furniture and equipment prior and subsequent to the repairing or replacement of floor covering.

i. Lessor shall provide repair or correction of any damage except damage arising from a willful or negligent act of the agents, employees or invitees of the Lessee.

If Lessor, after receipt of notice from the Lessee requiring the Lessor to comply with the requirements of this paragraph in regard to a specified condition, shall fail, refuse, or neglect to comply with that notice within thirty (30) days, or in the event of an emergency constituting a hazard to the health or safety of the employees, property, or invitees of the Lessee, the Lessee may terminate this Lease without further obligation.

Section 10. Insurance. Lessee shall furnish certificates of insurance, along with endorsements, issued to Owner substantiating the fact that it has taken out the specified insurance for the term covered by this Lease, or any extension or holdover period thereof, with an insurance carrier acceptable to the Owner under forms satisfactory to the Owner. Each certificate shall bear an endorsement precluding cancellation or reduction in coverage of any policy covered by such certificate except upon at least thirty (30) days prior written notice to Owner. It is agreed that Owner shall not be liable for the payment of any premiums or assessments on the insurance required.

Lessee shall present evidence of required insurance and certificate of endorsement to Owner no later than the commencement date of this Lease. The Lessee shall not occupy the Premises until the Owner has received and approved the required certification. ***Failure on the part of the Lessee to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Lease Agreement.***

The coverage limits below may be through a self-insurance program or a combination of self-insurance and excess coverage from a commercial insurer. In the event that commercial insurance is purchased, coverage shall be written by insurance companies that are satisfactory to Lessor and that are licensed to do business in the State of California.

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

a. General Liability. Lessee shall provide and maintain at its own expense during the term of this Lease Agreement a policy of Commercial General Liability Insurance, inclusive of personal injury liability and broad form property damage coverage, in an amount not less than **One Million Dollars (\$1,000,000.00)** per

**Lease Agreement – Assembly Committee on Rules, California State Assembly
District Office Lease/District 64 (Mike A. Gipson)
205 South Willowbrook Avenue, Compton
[Resolution No. _____]**

occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

b. Workers' Compensation Insurance. Lessee shall provide and maintain at its own expense during the term of this Agreement a program of Workers' Compensation Insurance and Employer's Liability Insurance in an amount and form to meet all applicable requirements of the State Labor Code and which specifically covers all persons providing services by or on behalf of the Lessee and all risks to such persons under the Agreement.

c. Fire and Casualty Insurance. Lessee shall maintain fire insurance on such party's own equipment and property or to adequately self-insure the same. Lessee shall provide, or cause to be provided, and maintained at its sole cost property insurance in the amount of the value of the improvements on the Premises on a replacement cost basis. The property insurance shall insure against the perils of fire (with extended coverage), theft, vandalism, malicious mischief, collapse, flood, earthquake, windstorm and physical loss or damage. Owner will not keep improvements which are constructed or installed and owned by Lessee under the provisions of this Lease insured against fire or casualty, and Lessee will make no claim of any nature against Owner by reason of any damage to the business or property of Lessee in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the Owner in the course of their employment.

d. Insurance Endorsements. The liability insurance policy(ies) shall be endorsed with the following language:

.1 The City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers are to be named and covered as "**additional insureds**" with respect to liability arising out of the activities of the Lessee.

.2 To the extent authorized by any fire and extended coverage insurance policy issued to Lessor on the Premises, Lessor hereby waives the subrogation rights of the insured, and releases the Lessee from liability for any loss or

damage covered by the insurance.

.3 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City.

.4 Identify the leased Premises covered by the policy(ies) and the identity of the insured(s).

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Lessee under the terms of the Lease Agreement. Lessee shall procure and maintain, at its own costs and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary relating to Lessee's use of the Premises.

Section 11. Losses. Owner shall not be responsible for losses or damage to personal property, equipment or materials of Lessee. Owner will not keep improvements

**Lease Agreement – Assembly Committee on Rules, California State Assembly
District Office Lease/District 64 (Mike A. Gipson)
205 South Willowbrook Avenue, Compton
[Resolution No. _____]**

which are constructed or installed and owned by Lessee under the provisions of this Lease insured against fire or casualty, and Lessee will make no claim of any nature against Owner by reason of any damage to the business or property of Lessee in the event of damage or destruction by fire or other cause, arising other than from or out of the gross negligence or willful misconduct of agents or employees of the Owner in the course of their employment.

Section 12. Damage or Destruction. Owner agrees that should the Premises be so badly damaged by earthquake or other violent action of the elements as to render them wholly unfit for Lessee's occupancy, than this Lease may be terminated immediately upon the happening of any such event, whereupon Lessee shall surrender the Premises and shall not be obligated for any further rental payment.

If the Premises are totally destroyed by fire or other casualty, this Lease shall terminate immediately. If a casualty renders 10 percent (10%) or less of the floor space of the Premises unusable for the purpose intended, Lessor shall effect restoration of the Premises as quickly as is reasonably possible, but in any event within ninety (90) days. If the Premises are not completely restored by the Lessor within that ninety-day period, the Lessee may, at its option, terminate the Lease.

If a casualty renders more than 10 percent (10%) of the floor space unusable for the purpose intended, but does not totally destroy the Premises, Lessor shall forthwith give notice to the Lessee of the specific number of days required to repair all of the damage. Within ten (10) days of receipt of the notice of the Lessor, the Lessee, at its option, and in addition to maintaining occupancy, may terminate this Lease or, upon notice to Lessor, may elect to permit Lessor to completely restore the Premises within the time period specified by the Lessor.

The Lessee or its agent has the right, upon approval of the Lessor, to enter the destroyed or partially destroyed Premises no matter what the condition. At the request of the Lessee, the Lessor shall immediately identify an appropriate route to access the Premises. If the Lessor cannot identify an appropriate access route, it is agreed that the Lessee may use any and all means of access at its discretion in order to access the Premises. Lessee's decision to enter the destroyed or partially destroyed Premises shall be at its own and sole peril and liability for any injuries, losses and/or damages that may be suffered as a result of Lessee's decision. Lessor shall not be subject to any liability, whatsoever, for Lessee's decision to enter the destroyed or partially destroyed Premises.

If the damage to the Premises is caused by the Lessee or its agents, employees or invitees, then after receiving Owner's approval for the same, Lessee shall promptly repair the damage at Lessee's expense.

Section 13. Default. Lessee shall pay said rent to the Owner without deduction, default or delay. In the event of the failure of Lessee to do so, or in the event of a breach of any other terms, covenants or conditions herein contained on the part of Lessee to be kept and performed and if such default continues for a period of thirty (30) days after receipt of written notice from Owner to Lessee of such default, this Lease may be terminated. Owner may not terminate the Lease if (a) Lessee cures the default within the thirty (30) day period after notice of default is given, or (b) the default cannot

**Lease Agreement – Assembly Committee on Rules, California State Assembly
District Office Lease/District 64 (Mike A. Gipson)
205 South Willowbrook Avenue, Compton
[Resolution No. _____]**

reasonably be cured within thirty (30) days after notice of default is given, but Lessee reasonably commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default. In the event of termination of this Lease, it shall be lawful for Owner to reenter into and upon the Premises and every part thereof and to remove and store at Lessee's expense all property therefrom and to repossess and occupy the Premises. In addition thereto, Owner shall have such other rights or remedies as may be provided for by law.

Section 14. Holding Over. In case Lessee holds over beyond the term herein provided with the consent, express or implied, of the Owner, such tenancy shall be from month-to-month only, subject to the terms and conditions of this Lease, but shall not be a renewal hereof. Such month-to-month tenancy shall be terminable on thirty (30) days written notice by either party to the other party.

Section 15. Termination Provision. Notwithstanding any other provisions contained herein, either party shall have the right to terminate this Lease, without cause, at any time upon thirty (30) days prior written notice to the other party.

Section 16. Owner's Access. Except in emergency situations, Lessee agrees to permit the Owner or Owner's authorized agents, upon at least twenty-four (24) hours advance notice, free access to the Premises at all reasonable times for the purpose of inspection of the Premises or for making necessary alterations, improvements or major repairs.

Section 17. Discrimination. The Lessee herein covenants by and for itself, its heirs, executors, administrator, and assigns, and all persons claiming under or through it that this Lease is made, accepted and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin, or ancestry, the leasing, subleasing, transferring, use, occupancy, tenure, enjoyment of the Premises herein leased nor shall the Lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with referenced to the selection, location, number, use of occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the Premises herein leased.

Section 18. Indemnification.

Lessee agrees to indemnify, hold harmless and defend Lessor, its officers, employees, representatives and agents (collectively hereafter the "Owner"), from any and all liability, claims, demands, actions, damages, costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Lease performed by the Lessee or its agents, employees, or other persons acting on the Lessee's behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which the Lessee or its agents, employees, or other persons acting on the Lessee's behalf would be held strictly liable.

**Lease Agreement – Assembly Committee on Rules, California State Assembly
District Office Lease/District 64 (Mike A. Gipson)
205 South Willowbrook Avenue, Compton
[Resolution No. _____]**

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

Lessor agrees to indemnify, hold harmless and defend the Lessee, its officers, employees, representatives and agents (collectively hereafter the “Lessee”), from any and all liability, claims, demands, actions, damages, costs and financial loss, including all costs and expenses and fees of litigation or arbitration, that arise directly or indirectly from any acts or omissions related to this Lease performed by Lessor or its agents, employees, or other persons acting on Lessor’s behalf. This agreement to indemnify, hold harmless and defend shall apply whether such acts or omissions are the product of active negligence, passive negligence, willfulness or acts for which Lessor or its agents, employees, or other persons acting on Lessor’s behalf would be held strictly liable.

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

Section 19. Recovery of Legal Fees. If action is brought by Owner for the recovery hereof or for any breach hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of the Premises, or to protect any rights given to the Owner against the Lessee, and if the Owner shall prevail in such action, the Lessee shall pay to the Owner such amount of all costs and expenses including attorney’s fees in said action, as the court determines to be reasonable.

Section 20. Partnership Disclaimer. Lessee and any and all agents of Lessee shall act in an independent capacity and not as officers or employees of the Owner. Nothing herein contained shall be construed as constituting the parties herein as partners.

Section 21. Vacating Premises. Lessee shall, on the last day of said term or sooner termination of this Lease, peaceably and quietly leave, surrender and yield up to the Owner, the Premises in good order, condition and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

Section 22. Compliance with Laws. Lessee shall at its sole cost and expense, comply with all the laws and requirements of all municipal, county, state and federal authorities now in force, or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this Lease.

Section 23. Easements and Right of Way. This Lease is subject to all existing easements and right of way. Owner further reserves the right to grant additional public utility easements as may be necessary and Lessee hereby consents to the granting of any such easements. The public utility will be required to reimburse Lessee for any damages suffered by Lessee caused by the construction work on the easement area.

Section 24. Parking Access. Unless specifically provided herein, if off-street parking is provided at the Site of the Premises, Lessee, its employees and invitees may have equal access to non-restricted/non-reserved parking spaces provided on a first-come, first-served basis.

**Lease Agreement – Assembly Committee on Rules, California State Assembly
District Office Lease/District 64 (Mike A. Gipson)
205 South Willowbrook Avenue, Compton
[Resolution No. _____]**

Section 25. Relocation. Lessee acknowledges that Lessee, its employees, contractors, subordinates and assigns are not entitled to any Relocation Payment or Relocation Advisory Assistance due to their occupancy of the Premises.

Section 26. Failure to Perform. In the event of the failure, neglect or refusal of Lessee to do, or perform work, or any part thereof, of any act or thing in this Lease provided to be done and performed by Lessee, Owner shall, at its option, have the right to do and perform the same, and Lessee hereby covenants and agrees to pay Owner the costs thereof on demand.

Section 27. Binding on Successors. Each and all of the terms and agreements herein contained shall be binding upon and shall inure to the benefit of the successors in interest of the Owner, and wherever the context permits or requires the successors in interest to the Lessee.

Section 28. Amendments. This Lease Agreement may be modified or amended only by written document executed by both Lessee and Owner's City Manager and approved as to form by the City Attorney. Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Lease Agreement.

Section 29. Waivers. A waiver by either party to this Agreement of any breach of any terms, covenants or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

Section 30. Governing Law and Severability. This Agreement shall be governed by and construed under the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

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

Section 31. Notices. All notices, demands or requests to be given under this Lease Agreement shall be given in writing and conclusively shall be deemed received when: (a) delivered personally, or (b) on the fifth (5th) day after the deposit thereof in the United States mail, postage prepaid, and addressed as hereinafter provided, or (c) one business day after send by facsimile transmission.

To Owner:

**City Of Compton
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, General Services Department
(310) 605-5553
(310) 605-1753 – fax.**

**Lease Agreement – Assembly Committee on Rules, California State Assembly
District Office Lease/District 64 (Mike A. Gipson)
205 South Willowbrook Avenue, Compton
[Resolution No. _____]**

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

To Lessee: Assembly Committee on Rules, California
State Assembly
1020 “N” Street, suite 300
Sacramento, California 95814
Attn: Facilities Leasing
(916) 319-3700

With copy to: Assemblyman Mike A. Gipson
California State Assembly, District 64
879 West 190th Street
Gardena, California 90248
(310) 324-6408
(310) 324-6485 – fax.

Section 32. Entire Agreement. This Lease and any exhibits or attachments hereto and incorporated herein constitute the entire agreement of Owner and Lessee. There are no agreements, terms, conditions or obligations other than those set forth herein. This Lease shall supersede all previous communications, representations or agreements, either verbal or written between Owner and Lessee. This agreement may be modified only by written agreement signed by both Owner and Lessee.

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

**ASSEMBLY COMMITTEE ON RULES,
CALIFORNIA STATE ASSEMBLY
LESSEE**

By _____
Debra Gravert, Chief Administrative Officer

Dated: _____

**CITY OF COMPTON
OWNER
Recommended for Approval:**

By _____
Van Wilson, Director
General Services Department

Dated: _____

#15.

**Lease Agreement – Assembly Committee on Rules, California State Assembly
District Office Lease/District 64 (Mike A. Gipson)
205 South Willowbrook Avenue, Compton
[Resolution No. _____]**

Approved by:

By _____
Cecil W. Rhambo, Jr., City Manager

Dated: _____

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

Attachmts: Resolution No.
 Diagram of Premises
 City Legal Holidays (FY 2016-17)

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH THE ASSEMBLY COMMITTEE ON RULES, CALIFORNIA STATE ASSEMBLY FOR A DISTRICT OFFICE IN COMPTON CITY HALL AND RESCINDING RESOLUTION NO. 24,491

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

3/8/2017 11:42:06 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/9/2017 2:30:29 PM
DATE

Brandon Mims
CITY CONTROLLER

3/9/2017 12:23:04 PM
DATE

Cecil Rhambo
CITY MANAGER

3/9/2017 11:45:01 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.

March 14, 2017

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A HOLD HARMLESS AND INDEMNIFICATION AGREEMENT WITH THE CITY OF CARSON IN EXCHANGE FOR ASPHALT APPLICATION TECHNIQUES TRAINING OF CITY PERSONNEL AT NO COST

SUMMARY

Adoption of the attached resolution will authorize the City Manager to execute a "Hold Harmless and Indemnification" Agreement with the City of Carson, California ("Carson") in exchange for Carson personnel training City of Compton ("City") personnel in techniques of asphalt application at no cost to the City.

BACKGROUND

The City's streets have been reviewed and rated to their pavement condition as part of the 2014 Pavement Management Study. The City streets were reviewed to be in poor condition.

As a result of the current heavy rains, the City's streets are suffering from many potholes. These potholes are creating unsafe driving conditions to the drivers travelling through our City and potentially causing damage to their vehicles.

With potholes being an immediate need to be addressed, the City has had to contract with outside contractors on an "urgency basis" to provide a remedy to the situation.

STATEMENT OF ISSUE

At no cost to the City, experienced Carson personnel will train Compton Public Works Department employees in all aspects of asphalt application; including, but not limited to:

- Proper techniques for hot-mix asphalt repairs
- Proper work area review, removals and preparation for hot-mix asphalt placement

#16.

Staff Report – Resolution Authorizing Execution of
Hold Harmless/Indemnification Agreement (City of Carson)
Staff Training Techniques of Asphalt Application)
March 7, 2017, page 2

- Proper use and type of tools and equipment (e.g. asphalt paving machine, vibratory roller, pavement grinder) associated with asphalt repairs, including proper usage during paving operations
- Proper traffic control set-up for/during asphalt repairs

The benefits of receiving this training will be considerable, in addition to substantial savings achieved since Carson is willing to have their personnel provide this valuable training at no cost to the City in exchange for the City agreeing to execute a “Hold Harmless and Indemnification” Agreement with Carson.

FINANCIAL IMPACT

No financial impact is anticipated at this point. Any injuries that may be incurred to City personnel will be covered by the City’s workers’ compensation program and the City is self-insured for other types of injuries and damages.

RECOMMENDATION

Staff recommends the City Council adopt the attached Resolution.

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO EXECUTE A HOLD HARMLESS
AND INDEMNIFICATION AGREEMENT WITH THE CITY OF CARSON IN
EXCHANGE FOR ASPHALT APPLICATION TECHNIQUES TRAINING OF
CITY PERSONNEL AT NO COST**

WHEREAS, the City's streets have been reviewed and rated to their pavement condition as part of the 2014 Pavement Management Study and the City streets were reviewed to be in poor condition; and

WHEREAS, as a result of the current heavy rains, the City's streets are suffering from many potholes and these potholes present unsafe driving conditions to the drivers travelling through our City, and potentially causing damage to their vehicles; and

WHEREAS, with potholes being an immediate need to be addressed, the City has had to contract with outside contractors on an "urgency basis" to provide a remedy to the situation; and

WHEREAS, at no cost to the City of Compton, the City of Carson, California has offered to have their experienced Carson personnel train Compton Public Works Department employees in all aspects of asphalt application; and

WHEREAS, the benefits of receiving this training will be considerable, in addition to substantial savings achieved since Carson is will to have their personnel provide this valuable training at no cost to the City of Compton in exchange for the City agreeing to execute a "Hold Harmless and Indemnification" Agreement with Carson.

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

Section 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to execute a "Hold Harmless and Indemnification" Agreement with the City of Carson, California in exchange for the personnel of the City of Carson providing training to City of Compton personnel in techniques of asphalt application at "no cost" to the City of Compton.

Section 2. That copies of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Attorney and the Public Works Department.

Section 3. 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

#16.

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 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 adopted by the following vote to wit:

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO EXECUTE A HOLD HARMLESS AND INDEMNIFICATION AGREEMENT WITH THE CITY OF CARSON IN EXCHANGE FOR ASPHALT APPLICATION TECHNIQUES TRAINING OF CITY PERSONNEL AT NO COST

<ManagersName>
DEPARTMENT MANAGER’S SIGNATURE

<ManagersDate>
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
DATE

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

March 14, 2017

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO RENEW THE GENERAL SERVICES
AGREEMENT (GSA) WITH THE COUNTY OF LOS ANGELES FOR THE
FISCAL YEARS 2017-2022**

SUMMARY

This resolution authorizes the City Manager to renew the General Services Agreement with the County of Los Angeles for Fiscal Years 2017-2018 through 2021-2022.

BACKGROUND

On March 27, 2012, Per Resolution 23, 511, Council approved the resolution authorizing the City Manager to renew the GSA with the County of Los Angeles for fiscal Years 2012-2017.

The City of Compton has contracted, pursuant to a General Services Agreement ("GSA"), with the County of Los Angeles to provide various miscellaneous and emergency services; such as direct assessment collections, mental health services, traffic engineering services and a variety of public works services, as requested by the City from the County of Los Angeles on an "as needed" basis.

STATEMENT OF THE ISSUE

The current General Services Agreement with the County of Los Angeles expires June 30 2017. A new agreement is required to be executed prior to receiving any services from the County of Los Angeles.

FISCAL IMPACT

The services provided by the County of Los Angeles will be priced according to the guidelines provided in the GSA and rendered at the City's request based on need. At this time the fiscal impact is unknown.

ALTERNATIVES

There are no alternatives at this time.

RECOMMENDATION

Staff recommends the adoption of the attached resolution.

**GLEN W. C. KAU, P.E.
DIRECTOR OF PUBLIC WORKS**

APPROVED FOR FORWARDING:

**CECIL RHAMBO JR.
CITY MANAGER**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO RENEW THE GENERAL
SERVICES AGREEMENT (GSA) WITH THE COUNTY OF LOS ANGELES
FOR THE FISCAL YEARS 2017-2022**

WHEREAS, on March 27, 2012, pursuant to Resolution 23,511, Council authorized the City Manger to renew the General Services Agreement with the County of Los Angeles for Fiscal Years 2012-2017; and

WHEREAS, the City of Compton has contracted, pursuant to a General Services Agreement ("GSA"), with the County of Los Angeles to provide various miscellaneous and emergency services; such as direct assessment collections, mental health services, traffic engineering services and a variety of public works services, as requested by the City from the County of Los Angeles on an "as needed" basis; and

WHEREAS, the General Services Agreements have been executed with most cities and a number of public entities within the County; and

WHEREAS, the General Services Agreement is general in nature and provides authority for the County to provide services requested by the City, and specifies the method by which the City requests and pays for service from the County; and

WHEREAS, the current General Services Agreement between the City and County will expire on June 30, 2017, and the City finds that renewing the Agreement is beneficial to the City.

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

SECTION 1. That the City Manager, on the advice and approval of the City Attorney is hereby authorized to renew the General Services Agreement with the County of Los Angeles for a five (5) year term (i.e. July 1, 2017 through June 30, 2022).

SECTION 2. That any costs for services provided by the County of Los Angeles shall be appropriated on an "as needed" utilization basis.

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

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

ADOPTED this ____ day of _____, 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 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-
ABSTAIN:	COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON



SACHI A. HAMAI
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
<http://ceo.lacounty.gov>

January 30, 2017

Mr. Cecil Rhambo
City Manager
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Dear Mr. Rhambo:

RENEWAL OF GENERAL SERVICES AGREEMENT

The General Services Agreement (GSA) between your City and the County of Los Angeles will expire on June 30, 2017. To ensure continuation of the services you are currently receiving, and to offer you the ability to add or augment services in the future, we would like to work with your city to renew the existing agreement for a five-year period, commencing on July 1, 2017 through June 30, 2022.

General Services Agreements have been executed with most cities within the County. The GSA is general in nature and simply authorizes the County to provide services requested by your city. Services provided under the GSA consist of "as-needed" time-limited services such as predatory animal control, prosecution of city ordinances, direct assessment collection, and a variety of public works services. Ongoing services, such as law enforcement and public health code enforcement, are provided by the responsible County departments through Specific Service Agreements (SSAs). Any SSAs between your City and the County of Los Angeles are not affected by renewal of this GSA.

Four copies of the GSA are enclosed for your Council's approval. To allow sufficient time to approve renewal of your City's current GSA prior to its expiration, **please retain one copy for your records and return three original, signed copies, to include a certified copy of your Council's resolution, no later than Monday, April 24, 2017, to:**

Board of Supervisors
HILDA L. SOLIS
First District

MARK RIDLEY-THOMAS
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

"To Enrich Lives Through Effective And Caring Service"

Please Conserve Paper – This Document and Copies are Two-Sided
Intra-County Correspondence Sent Electronically Only

#17.

Mr. Cecil Rhambo
January 30, 2017
Page 2

Chief Executive Office
Legislative Affairs and Intergovernmental Relations
723 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012
Attention: Patricia Carbajal

One original will be returned to you upon execution by the Board of Supervisors. If you have any questions or desire additional information, Ms. Carbajal may be reached at (213) 974-1327 or at pcarbajal@ceo.lacounty.gov.

We look forward to our continued association.

Sincerely,

A handwritten signature in blue ink, appearing to read 'MANUEL RIVAS, JR.', with a stylized flourish extending to the right.

MANUEL RIVAS, JR.
Assistant Chief Executive Officer
Legislative Affairs and Intergovernmental Relations

MR:PC:lm

Enclosure

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, June 1, 2017, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Compton, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers, agents and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

#17.

3. No County agent, officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County agent, officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County agent, officer or employee, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County agent, officer and employee engaged in performing any such service or function shall be deemed to be an agent, officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

#17.

10. Each County agent, officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within

thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2022, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2022, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2022, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such Agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

#17.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this _____ day of _____ 2017.

The City of Compton,

By _____
Mayor

ATTEST:

City Clerk

THE COUNTY OF LOS ANGELES

By _____
Deputy

By _____
Chair, Board of Supervisors

ATTEST:

LORI GLASGOW
Executive Officer/Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By _____
Senior Deputy

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Public Works-Engineering

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW THE GENERAL SERVICES AGREEMENT (GSA) WITH THE COUNTY OF LOS ANGELES FOR THE FISCAL YEARS 2017-2022

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

3/2/2017 9:30:47 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/8/2017 11:44:44 PM
DATE

Brandon Mims
CITY CONTROLLER

3/8/2017 4:48:48 PM
DATE

Cecil Rhambo
CITY MANAGER

3/2/2017 5:44:55 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.

March 14, 2017

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: RENE FERRELL, GRANTS MANAGER
CITY MANAGER'S OFFICE**

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ADOPTION OF SUBSTANTIAL AMENDMENTS TO THE CITY OF COMPTON'S FISCAL YEARS 2010-2011, 2011-2012, 2012-2013, 2015-2016 AND 2016-2017 ANNUAL ACTION PLAN OF THE CONSOLIDATED PLANS BY REALLOCATING UNUSED CDBG, ESG AND SECTION 108 FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH VOLUNTEERS OF AMERICA TO PROVIDE HOMELESS PREVENTION SERVICES

SUMMARY

Staff would like Council to receive citizen comments and adopt the resolution approving the City's proposed substantial amendments to its HUD-mandated Fiscal Years 2010-2011, 2011-2012, 2012-2013, 2015-2016 and 2016-2017 Annual Action Plans of the Consolidated Plans, as well as authorize the City Manager to enter into agreement with the Volunteers of America for One Hundred Twenty-Five Thousand Dollars (\$125,000.00) to provide homeless and homeless prevention services.

BACKGROUND

The City of Compton is proposing substantial amendments to its Fiscal Years 2010-2011, 2011-2012, 2012-2013 2015-2016 and 2016-2017 Annual Action Plans of the Consolidated Plans. These Action Plans outline the City of Compton's planned uses of the Community Development Block Grant (CDBG), Home Investment Partnership (HOME) Emergency Solutions Grant (ESG) and Section 108 programs. These programs are funded by the U.S. Department of Housing and Urban Development (HUD). The substantial amendment being proposed are those modifications involving a change in use, purpose, scope location and or funding amounts. The City has followed HUD's regulation for substantial amendments as well as the City's Citizen Participation Plan.

The City's Citizen Participation Plan is a requirement by HUD, to provide citizens with reasonable advance notice of an opportunity to comment on Action Plan and Consolidated Plan proposed activities.

#18.

STATEMENT OF ISSUE

The City proposes to reallocate unexpended funds in the amount of \$492,467 (CDBG), \$125,000 (ESG) plus \$17,379 (ESG Admin) and \$1,400,000 (Section 108) from prior and/or current year projects.

The following is a detailed list of the proposed changes:

a. Re-allocation of CDBG program funds FROM projects with unexpended balances

FY 2015-16

Children's Dental Clinic: \$20,000.00 (CDBG)

To assist low to moderate income residents in Compton with dental services. The funding was declined by the agency and \$20,000.00 remains unexpended for this project.

FY 2016-17

Queue Up: \$15,000.00 (CDBG)

To assist low to moderate income residents in Compton with therapeutic horseback riding. The funding was declined by the agency and \$15,000.00 remains unexpended for this project.

FY 2016-17

Volunteers of America: \$30,000.00 (CDBG)

To assist low to moderate income residents in Compton with career pathways. The funding was declined by the agency and \$30,000.00 remains unexpended for this project.

FY 2016-17

Residential Street Reconstruction: \$427,467.00 (CDBG)

Reconstruction of low to moderate income eligible streets within the City of Compton. This project will be funded by another HUD funding source and \$427,467.00 remains unexpended for this project

Re-allocation of CDBG program funds TO new and/or existing projects

FY 2016-17

Compton Park Program 2016-17 (new): \$45,000.00

These funds will go towards the cost of salaries for Parks and Recreation employees who handle Park Programs such as summer youth sports and other related activities throughout the year.

First Time Homebuyer Program 2016-17 (new): \$447,467.00

These funds will go towards the cost to cover City of Compton First Time Homebuyer Program under CDBG which includes providing down payment assistance to qualified applicants.

b. Re-allocation of ESG program funds FROM projects with unexpended balances

FY 2010-11

ESG: \$84,008.04

These funds were allocated to prior ESG agencies to provide services to sheltered and unsheltered persons as well as those at risk of homelessness. At the end of the fiscal year, \$84,008.04 remained unexpended. No Admin funds were used during this fiscal year.

FY 2011-12

ESG: \$40,708.00

These funds were allocated to prior ESG agencies to provide services to sheltered and unsheltered persons as well as those at risk of homelessness. At the end of the fiscal year, \$40,708.00 remained unexpended. No Admin funds were used during this fiscal year.

FY 2012-13

ESG: \$17,662.96

These funds were allocated to prior ESG agencies to provide services to sheltered and unsheltered persons as well as those at risk of homelessness. At the end of the fiscal year, \$17,662.96 remained unexpended.

Re-allocation of ESG program funds TO new and/or existing projects

#18.

FY 2015-16

Volunteers of America (existing project): \$125,000.00

These funds will go towards identifying sheltered and unsheltered homeless persons, as well as those at risk of homelessness, and provide the services necessary to help those persons quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness. These services include emergency shelters, essential supportive services (i.e., case management, physical and mental health treatment, substance abuse counseling, etc.), street outreach, homeless prevention, rapid re-housing and administration.

ESG Admin for Grants Division (new): \$6,797.00 (2010-11) + \$10,582 (2011-12)= \$17,379

These funds will go towards the cost of administration and oversight of the Emergency Solutions Grant Program.

Re-allocation of Section 108 program funds FROM new and/or existing projects

Section 108 Business Loan Program (existing): \$1,400,00.00

Provide loans to business owners. These loans can be used to assist owners with job training, business expansion and improvements.

Re-allocation of Section 108 program funds TO new and/or existing projects

Residential Street Reconstruction (existing): \$1,400,000.00 (Conversion of Section 108 Funds to CDBG)

Reconstruction of low to moderate income eligible streets within the City of Compton.

ALTERNATIVES

The Council has the authority to change the implementation of the HUD funded programs. If the Council decides against allocating the funds towards proposed projects, the City would have to expend General Fund dollars to implement these activities.

FISCAL IMPACT

This resolution will have no impact on the General Fund. The FY 2016-2017 budget will be amended as follows:

- a. Move unexpended funds from prior years to current year by increasing expenditures and revenues.

ESG: ESG Admin moved from prior year to current year

Increase Revenue:

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2801-000-000-3583	HUD Revenue	\$17,379.00
Total:		\$17,379.00

Increase Expenditure

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2801-510-000-4101	Salaries	\$17,379.00
Total:		\$17,379.00

The allocation for Volunteers of America totaling \$125,000 is currently in the budget under account 2801-510-000-4269. No changes needed.

Section 108: Prior years Section 108 Loan Funds moved to current year and reallocated to the FY 16/17 Residential Street Project

Increase Revenue:

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2818-000-000-3583	HUD Revenue	\$1,400,000.00
Total:		\$1,400,000.00

Increase Expenditure

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2818-72E-160-4269	Other Contract Services /Residential Street Project	\$1,275,000.00
2818-72E-160-4101	Salaries	\$ 50,000.00
2818-51E-160-4101	Salaries	\$ 50,000.00
2818-51E-160-4249	Special Department Expense	\$ 25,000.00
Total:		\$1,400,000.00

CDBG:

Moving \$20,000 from Children's Dental Clinic in FY 15/16 Account No. 2800-51D-140-4289 to First Time Homebuyer FY 16/17

Increase Revenue:

#18.

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2800-000-000-3583	HUD Revenue	<u>\$20,000.00</u>
Total:		\$20,000.00

Increase Expenditure

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2800-51E-161-4290	Loan Programs First Time Homebuyer	<u>\$20,000.00</u>
Total:		\$20,000.00

b. Re-allocate the funds as follows:

CDBG

From

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2800-72E-160-4269	Other Contract Services	\$427,467.00
2800-510-E98-4289	Residential Street Project Contribution to Other Agencies Queue Up	\$ 15,000.00
2800-51E-157-4289	Contribution to Other Agencies Volunteers of America (CDBG)	<u>\$ 30,000.00</u>
Total:		\$472,467.00

To

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2800-51E-161-4290	Loan Programs First Time Homebuyer	\$427,467.00
2800-84E-162-4101	Salaries- Compton Parks Program	<u>\$ 45,000.00</u>
Total:		\$472,467.00

RECOMMENDATIONS

Staff recommends that the Mayor and Council Members adopt the attached resolution.

RENEA FERRELL
GRANTS MANAGER

CECIL W. RHAMBO, JR.
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE ADOPTION OF SUBSTANTIAL AMENDMENTS TO
THE CITY OF COMPTON'S FISCAL YEARS 2010-2011, 2011-2012,
2012-2013, 2015-2016 AND 2016-2017 ANNUAL ACTION PLAN OF
THE CONSOLIDATED PLANS BY REALLOCATING UNUSED CDBG,
ESG AND SECTION 108 FUNDS AND AUTHORIZING THE CITY
MANAGER TO ENTER INTO AN AGREEMENT WITH VOLUNTEERS
OF AMERICA TO PROVIDE HOMELESS PREVENTION SERVICES**

WHEREAS, the City of Compton is proposing to substantially amend its HUD-mandated fiscal year's 2010-2011, 2011-2012, 2012-2013, 2015-2016 and 2016-2017 Annual Action Plan of the Consolidated Plans; and

WHEREAS, the City's Action Plan outlines its planned uses of the Community Development Block Grant (CDBG), Home Invest Partnership (HOME), Emergency Solutions Grant (ESG) and Section 108 ; and

WHEREAS, the City has conducted its substantial amendment process in accordance with the U.S. Department of Housing and Urban Development (HUD) regulations and the City's Citizen Participation Plan; and

WHEREAS, a public hearing was conducted on the proposed amendments on February 28, 2017; and

WHEREAS, the City Council has received all testimony and been fully informed of citizens views; and

WHEREAS, the proposed substantial amendments will be accounted for in the City of Compton FY 2016-2017 Budget.

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

Section 1. That the City Council shall adopt the proposed substantial amendment to the fiscal years 2010-2011, 2011-2012, 2012-2013, 2015-2016 and 2016-2017 Annual Action Plans of the Consolidated Plan, as follows:

The following is a detailed list of the proposed changes:

a. Re-allocation of CDBG program funds FROM projects with unexpended balances

FY 2015-16

Children's Dental Clinic: \$20,000.00 (CDBG)

To assist low to moderate income residents in Compton with dental services. The funding was declined by the agency and \$20,000.00 remains unexpended for this project.

RESOLUTION NO. _____
Page 2

FY 2016-17

Queue Up: \$15,000.00 (CDBG)
To assist low to moderate income residents in Compton with therapeutic horseback riding. The funding was declined by the agency and \$15,000.00 remains unexpended for this project.

FY 2016-17

Volunteers of America: \$30,000.00 (CDBG)
To assist low to moderate income residents in Compton with career pathways. The funding was declined by the agency and \$30,000.00 remains unexpended for this project.

FY 2016-17

Residential Street Reconstruction: \$427,467.00 (CDBG)
Reconstruction of low to moderate income eligible streets within the City of Compton. This project will be funded by another HUD funding source and \$427,467.00 remains unexpended for this project

Re-allocation of CDBG program funds TO new and/or existing projects

FY 2016-17

Compton Park Program 2016-17 (new): \$45,000.00
These funds will go towards the cost of salaries for Parks and Recreation employees who handle Park Programs such as summer youth sports and other related activities throughout the year.

First Time Homebuyer Program 2016-17 (new): \$447,467.00
These funds will go towards the cost to cover City of Compton First Time Homebuyer Program under CDBG which includes providing down payment assistance to qualified applicants.

b. Re-allocation of ESG program funds FROM projects with unexpended balances

FY 2010-11

ESG: \$84,008.04
These funds were allocated to prior ESG agencies to provide services to sheltered and unsheltered persons as well as those at risk of homelessness. At the end of the fiscal year, \$84,008.04 remained unexpended. No Admin funds were used during this fiscal year.

FY 2011-12

ESG: \$40,708.00
These funds were allocated to prior ESG agencies to provide services to sheltered and unsheltered persons as well as those at risk of homelessness. At the end of the fiscal year, \$40,708.00 remained unexpended. No Admin funds were used during this fiscal year.

RESOLUTION NO. _____
Page 3

FY 2012-13

ESG: \$17,662.96
These funds were allocated to prior ESG agencies to provide services to sheltered and unsheltered persons as well as those at risk of homelessness. At the end of the fiscal year, \$17,662.96 remained unexpended.

Re-allocation of ESG program funds TO new and/or existing projects

FY 2015-16

Volunteers of America (existing project): \$125,000.00
These funds will go towards identifying sheltered and unsheltered homeless persons, as well as those at risk of homelessness, and provide the services necessary to help those persons quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness. These services include emergency shelters, essential supportive services (i.e., case management, physical and mental health treatment, substance abuse counseling, etc.), street outreach, homeless prevention, rapid re-housing and administration.

ESG Admin for Grants Division (new): \$6,797.00 (2010-11) + \$10,582 (2011-12)= \$17,379
These funds will go towards the cost of administration and oversight of the Emergency Solutions Grant Program.

Re-allocation of Section 108 program funds FROM new and/or existing projects

Section 108 Business Loan Program (existing): \$1,400,00.00
Provide loans to business owners. These loans can used to assist owners with job training, business expansion and improvements.

Re-allocation of Section 108 program funds TO new and/or existing projects

Residential Street Reconstruction (existing): \$1,400,000.00 (Conversion of Section 108 Funds to CDBG)
Reconstruction of low to moderate income eligible streets within the City of Compton.

Section 2. The FY 2016-2017 budget will be amended as follows:

- a. Move unexpended funds from prior years to current year by increasing expenditures and revenues.

ESG: ESG Admin moved from prior year to current year

Increase Revenue:

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2801-000-000-3583	HUD Revenue	<u>\$17,379.00</u>
Total:		\$17,379.00

RESOLUTION NO. _____
Page 4

Increase Expenditure

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2801-510-000-4101	Salaries	<u>\$17,379.00</u>
Total:		\$17,379.00

The allocation for Volunteers of America totaling \$125,000 is currently in the budget under account 2801-510-000-4269. No changes needed.

Section 108: Prior years Section 108 Loan Funds moved to current year and reallocated to the FY 16/17 Residential Street Project

Increase Revenue:

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2818-000-000-3583	HUD Revenue	<u>\$1,400,000.00</u>
Total:		\$1,400,000.00

Increase Expenditure

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2818-72E-160-4269	Other Contract Services	<u>\$1,275,000.00</u>
	/Residential Street Project	
2818-72E-160-4101	Salaries	<u>\$ 50,000.00</u>
2818-51E-160-4101	Salaries	<u>\$ 50,000.00</u>
2818-51E-160-4249	Special Department Expense	<u>\$ 25,000.00</u>
Total:		\$1,400,000.00

CDBG:

Moving \$20,000 from Children’s Dental Clinic in FY 15/16 Account No. 2800-51D-140-4289 to First Time Homebuyer FY 16/17

Increase Revenue:

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2800-000-000-3583	HUD Revenue	<u>\$20,000.00</u>
Total:		\$20,000.00

Increase Expenditure

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2800-51E-161-4290	Loan Programs	<u>\$20,000.00</u>
	First Time Homebuyer	
Total:		\$20,000.00

b. Re-allocate the funds as follows:

RESOLUTION NO. _____
Page 5

CDBG

From

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2800-72E-160-4269	Other Contract Services	\$427,467.00
	Residential Street Project	
2800-510-E98-4289	Contribution to Other Agencies	\$ 15,000.00
	Queue Up	
2800-51E-157-4289	Contribution to Other Agencies	<u>\$ 30,000.00</u>
	Volunteers of America (CDBG)	
	Total:	\$472,467.00

To

<u>Account No.</u>	<u>Account Description</u>	<u>Amount</u>
2800-51E-161-4290	Loan Programs	\$427,467.00
	First Time Homebuyer	
2800-84E-162-4101	Salaries- Compton Parks Program	<u>\$ 45,000.00</u>
	Total:	\$472,467.00

Section 3. That the City Manager is authorized to execute the amendments to the Fiscal Years 2010-2011, 2011-2012, 2012-2013, 2015-2016 and 2016-2017 Annual Action Plan of the Consolidated Plan in accordance with HUD regulations as well as City regulations related to the projects.

Section 4. That the City Manager, on the advice and approval of the City Attorney, is authorized to enter into agreement with Volunteers of America and implement all new programs under the FY 2016-2017 in the amount of \$125,000.

Section 5. That a copy of this resolution shall be filed in the office of the City Manager, Grants Division, Public Works, Parks and Recreation, City Controller and 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

MAYOR OF THE CITY OF COMPTON

RESOLUTION NO. _____
Page 6

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-
ABSTAIN:	COUNCIL MEMBERS-
ABSENT:	COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

**SUBRECIPIENT AGREEMENT
BETWEEN
THE CITY OF COMPTON
AND
VOLUNTEERS OF AMERICA
RELATING TO
EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM
FISCAL YEAR 2016-2017**

THIS SUBRECIPIENT AGREEMENT is made and entered into by and between the **CITY OF COMPTON** located at 205 S. Willowbrook Avenue, Compton CA 90220, a municipal corporation, hereinafter called "the **CITY**", and **VOLUNTEERS OF AMERICA** located at 3600 Wilshire Blvd., Suite 1500, Los Angeles CA 90010 hereinafter called "the **SUBRECIPIENT**".

WITNESSETH:

WHEREAS, the City has entered into a Grant Agreement with the United States Department of Housing and Urban Development (HUD), hereinafter called "the **GRANTOR**", pursuant to McKinney-Vento Act (the Stewart B. McKinney-Vento Homeless Assistance Act, 42 U.S.C. § 11301 et seq.) as recently amended by the Homeless Emergency and Rapid Transition to Housing Act of 2009 (the "HEARTH Act") and the implementing regulations.

WHEREAS, the City has been designated to provide for proper planning, coordination and administration of the Emergency Solutions Grant Program funded under the Stewart B. McKinney Homeless Assistance Act.

NOW, THEREFORE, the **CITY** and the **SUBRECIPIENT** agree as follows:

SUBRECIPIENT AGREEMENT

I. INTRODUCTION AND CONDITIONS PRECEDENT

101 **Parties to this Subrecipient Agreement**

The Parties to this Subrecipient Agreement are:

1. The City, a municipal corporation, having its principal office at 205 South Willowbrook, Compton, California, 90220.
2. The Subrecipient, a nonprofit institution incorporated under the laws of the State of California and known as **Volunteers of America** having its principal office at 3600 Wilshire Blvd., Suite 1500 Los Angeles, California 90010.

102 **Representatives of the Parties and Services of the Notices**

The representatives of the respective parties to whom all formal demands and communications shall be given are as follows:

1. The representative of the City shall be, unless otherwise stated in the Agreement:

Cecil W. Rhambo, Jr.
City Manager
205 South Willowbrook Avenue
Compton, California 90220

With copies to:

Renea Ferrell
Grants Manager
City Manager's Office Grants Division

2. The representative of the Subrecipient shall be:

Robert Pratt, President
Volunteers of America
3600 Wilshire Blvd., Suite 1500
Los Angeles, California 90010

3. Formal notices, demands and communications to be given herein under by either party shall be made in writing and may be effected by personal delivery as by registered or certified mail, postage prepaid return receipt requested and shall be deemed communicated as of the date of mailing.

4. If the name of the person designated to receive the notices, demands or the address of such person is changed, a written notice shall be given, in accordance with this Section, **within five (5) working days of said change.**

103 Time of Performance

The term of this Subrecipient Agreement shall commence on **July 1, 2016** and end **June 30, 2017**. Performance shall not commence until Subrecipient has obtained the City's approval of the insurance required in Section 801 herein; performance shall not commence until the date of release of funds for this Agreement by the Grantor of the non-City funds.

104 Condition Precedent

Prior to the Execution of this Subrecipient Agreement, the parties have cooperated in the preparation of the following:

1. Budget Documents, consisting of the following, which shall control the expenditure by the Subrecipient and which is attached hereto as Exhibit A, 2016-2017 Program Budget and by this reference incorporated herein:
 - a. Budget justification, cost category, essential supportive services costs, operating and maintenance costs, homeless prevention, and capital costs, etc.

II. DUTIES AND POWER OF THE SUBRECIPIENT

201 Subrecipient Agreement

- A. The Subrecipient shall submit to the City a list of all grant and/or funding agreements entered into by the Subrecipient and concerning the activities funded under this Agreement and of any termination, default, suspension or disallowed costs under said funding agreements.
- B. A copy of any of the above agreements shall be furnished to the City upon its request.

202 Services to be Provided by the Subrecipient

- A. Homelessness Prevention - §576.103
 1. Rental Assistance – 24 CFR §576.106
 2. Financial Assistance - 24 CFR §576.105
 3. Services - 24 CFR §576.105
- B. Rapid Re-Housing - §576.104
 1. Rental Assistance – 24 CFR §576.106
 2. Financial Assistance - 24 CFR §576.105

3. Services - 24 CFR §576.105
- 4.

III. DUTIES OF THE CITY

301 Compensation

The City shall grant to the Subrecipient an amount not to exceed **one hundred and twenty five thousand dollars (\$125,000)** to completely and satisfactorily perform the terms of this Agreement; subject to the provisions of the McKinney-Vento Act (the Stewart B. McKinney-Vento Homeless Assistance Act, 42 U.S.C. § 11301 et seq.) as recently amended by the Homeless Emergency and Rapid Transition to Housing Act of 2009 (the “HEARTH Act”)

The foregoing compensation is the total of the program implementation and operation expenditures as set forth by the attached Exhibit A, 2016-2017 Program Budget.

IV. METHOD AND TIME OF PAYMENT

401 Payment to the Subrecipient

- A. The Subrecipient shall be reimbursed for all eligible expenses authorized under the terms and conditions of this Agreement with equal monthly payments for eligible expenses based upon invoices, receipts, purchase orders, etc. submitted by the Subrecipient. The City will review the monthly invoice and expenditures information submitted by Subrecipient to see that services performed and expenditures are consistent with this Agreement and its Exhibits.
- B. Monthly reimbursements will be remitted 30 days after receipt of “Audit Ready” monthly invoices. The 30 day remittance period will not be triggered for monthly reimbursements that are incomplete.
- C. The City assumes no responsibilities to pay for salaries or other expenses not specifically enumerated in this Agreement as detailed by Exhibit A - Budget Document.
- D. Should the City determine that the Subrecipient has not performed its obligation as stated in this contract in a satisfactory manner, or if the City determines that insufficient supporting information has been submitted, the City shall notify the Subrecipient in writing of its determination specifying in full detail the objections which it has to the Subrecipient’s performance or expenses and the additional information needed to process the invoice, as applicable. The City reserves the right to change the amount of compensation in accordance with the availability of grant funds provided by the City to the Subrecipient.

V. REPORTS, RECORDS AND AUDITS**501 Reporting Requirements**

- A. At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered in this Agreement.
- B. Monthly reimbursements shall be submitted ten (10) calendar days after the month ending date. If the 10th falls on a weekend or a City-recognized holiday, the documents must be submitted on the following business day no later than 9:00 A.M. Failure to submit month reimbursements may result in the possible suspension of ESG funds and/or the termination of your agreement with the City.
- C. Emergency Solutions Grant CAPER Reports and Emergency Solutions Grant CAPER Detailed Report shall be submitted ten (10) calendar days after the quarter ending date. If the 10th falls on a weekend or a City-recognized holiday, the documents must be submitted on the following business day no later than 9:00 A.M. Failure to submit month reimbursements may result in the possible suspension of ESG funds and/or the termination of your agreement with the City.
- D. Upon the completion or termination of this Agreement the Subrecipient shall submit a final fiscal report of all financial, operation and programmatic activities to the City no later than fifteen (15) days after completion or termination.

502 Maintenance of Record

- A. Records, in their original form, shall be maintained in accordance with requirements prescribed by the Grantor and the City with respect to all matters covered by this Agreement. Such records shall be retained for a period of six (6) years after termination of this Agreement and all other pending matters are closed. "Pending matters" include, but are not limited to an audit, litigation, or other actions involving records. The City may, at its discretion, take possession and retain said records.
- B. Records in their original form pertaining to matters covered by this Agreement shall at all times be retained within the Compton area unless authorization to remove them is granted in writing by the City.

503 Audits and Inspections

- A. At any time during the normal business hours and as often as the Grantor, the U.S. Controller General, Auditor General of the State of California or the City may deem necessary, the City, Department of Housing and Urban Development, and U.S. Controller General shall have the authority to audit, examine and make excerpts or transcripts from the records, including all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

#18.

1. The City shall have the authority to examine books and records used by the Subrecipient in accounting for expenses incurred under this Agreement. Should these books and records not meet the minimum standards of the accepted accounting practices of the City, the City reserves the right to withhold any or all of its funding to the Subrecipient until such time as they do meet these standards.
2. The City shall have the authority to examine all forms and documents used, including, but not limited to, purchase requisitions, purchase orders, supply requisitions, invoices, journal vouchers, travel vouchers, payroll checks and other checks used by the Subrecipient relating to this Agreement. It further reserves the right to require that personnel forms and documents be pre-printed and kept under accounting control.
3. The City may require the Subrecipient to use any or all of the City's accounting or administrative procedures used in the planning, controlling, monitoring, and reporting of all fiscal matters relating to this Agreement.
4. The City reserves the right to dispatch auditors of its choosing to the site where any phase of the project is being conducted, controlled or advanced in any way, tangible or intangible. Such site may include the home office, any Branch office or other locations of the Subrecipient if such sites or the activities performed thereon have any relationship to the program covered by this Agreement.
5. The City shall have the authority to make physical inspections and to require such physical safeguarding devices as locks, alarms, safes, fire extinguishers, sprinkler system, etc., to safeguard property and/or equipment authorized by this Agreement.
6. The Subrecipient must adhere to the Housing Quality Standards (HQS) as mandated by the Department of Housing and Urban Development and all City codes. Failure to comply with HQS requirements and City codes will cause the requested funds to be withheld until such time as the violations have been corrected, or reallocated as appropriated if violations continue.
7. Subject to the discretion of the City, certain authorized members of the City shall have the right to be present at any and all of the Subrecipient's staff meetings, Board of Directors meetings, advisory committee meetings and advisory board meetings if any item to be discussed is any item of this Agreement.

- B. When a fiscal or special audit determines that the Subrecipient expended funds which are questioned under the criteria set forth herein, the Subrecipient shall be notified and given the opportunity to justify questioned expenditures prior to the City's final determination of disallowed costs. The City shall determine any amount to be paid to the Subrecipient during the period of audit.
- C. Subrecipient must be knowledgeable and comply with all applicable Federal ESG Program guidelines under 24 CFR 576 including eligibility, documentation, record management, etc.
- D. If Subrecipient does not comply with Section 503 the City may terminate Subrecipient Agreement.

504 Accounting Practices

The Subrecipient shall maintain a system of internal control in accordance with accepted accounting practices as approved by the City. Internal control comprises the plan or organization and all of the coordinate methods and measures adopted within an organization to safeguard accounting data, promote operating efficiency, and assure adherence to prescribed management policies.

505 Documentation of Expenditures

Expenditures shall be supported by properly executed payrolls (payroll register), time records signed by the employee and the employee's immediate supervisor, invoices, receipts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charges. For rental assistance (rental payments and/or rental deposits), expenditures shall be supported by executed lease/rental agreements, 3-Day Pay or Quit Notices, copy of the canceled checks and any other pertinent information requested by the City to substantiate the expenditures. Canceled checks, payroll registers, invoices, receipts, vouchers, orders or other accounting document shall be clearly identified and readily accessible.

506 Procurement

The Sub recipient shall comply with all procurement standards outlined in 24 CFR Part 84, Sections 84.40 – 84.48 of the Common Rule, entitled Procurement Standards, for the purchase of all equipment, supplies, and contracted services using ESG funds.

VI. ESG MATCH REQUIREMENT

601 ESG Match Requirement

The Sub recipient shall comply with the ESG Match Requirement stipulated under §576.201 and §576.500. Such requirements include but are not limited to the following:

- A. Must meet 100% match requirement dollar for dollar (no exclusion for first \$100,000 of allocation)
- B. Cannot use match more than once
- C. Allowable Sources (cash and/or non-cash)
 - 1. Federal (non-ESG)
 - 2. State
 - 3. Local
 - 4. Private
 - 5. Program Income
 - 6. In-Kind Services

VII. COMPLIANCE WITH FEDERAL LAWS

701 Subrecipient Compliance

The Sub recipient shall comply with all acceptable uniform administrative requirements as described in the Federal Register Title 24 CFR, Part 576.407(c).

702 Subrecipient Activities

The Sub recipient shall carry out its activities in compliance with all Federal Laws and regulations described in 576.407 of the Regulations, except for environmental responsibilities and responsibility for initiating the review process. These will be the sole responsibility of the City.

703 Non-Discrimination

- A. Sub recipient agrees to comply with Executive Order 11246 which requires that during the performance of this Agreement, Sub recipient agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Sub recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Sub recipient setting forth the provisions of this nondiscrimination clause.

- B. Sub-recipient agrees to comply with Title VI of the Civil Rights Act of 1964 which indicates that no person shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program of activity receiving federal financial assistance.
- C. No person shall, on the grounds of race, sex, creed, color, religion, marital status, national origin, age, sexual orientation, or physical or mental handicap be excluded from participation in, be refused the benefits of, or otherwise be subject to discrimination in any activities, programs or employment supported by this Agreement. The Sub-recipient is prohibited from discrimination on the basis of age or with respect to an otherwise qualified handicapped person as provided for under Section 109 of the Housing and Community Development Act of 1974, as amended.
- D. Sub-recipient agrees to comply with the Age Discrimination Act of 1975 which requires that during the performance of this Agreement, Sub-recipient agrees not to discriminate against any employee or applicant for employment because of age. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Sub-recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Sub-recipient setting forth the provisions of this age discrimination clause.
- E. Sub recipient agrees to comply with Section 504 of the Rehabilitation Act of 1973 which requires that no otherwise qualified individual with a disability in the United States, as defined in section 706 (20) of this title, shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service. The head of each such agency shall promulgate such regulations as may be necessary to carry out the amendments to this section made by the Rehabilitation, Comprehensive Services, and Development Disabilities Act of 1978. Copies of any proposed regulations shall be submitted to appropriate authorizing committees of the Congress, and such regulation may take effect no earlier than the thirtieth day after the date of which such regulation is so submitted to such committees.

704 Religious Proselytizing or Political Activity

- A. Sub recipient agrees not to perform or permit any religious Proselytizing or political activities in connection with the performance under this Agreement. Sub recipient shall also agree that, in connection with its performance under this Agreement: It will not discriminate against any person applying from such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and

#18.

1. It will provide no religious instruction or counseling, conduct no religious worship or services, engaging in no religious proselytizing, and exert no other religious influence in the provision such public services; and
2. The portion of a facility used to provide public services assisted in whole or in part under this Agreement shall contain no sectarian or religious symbols.

705 Certification Regarding Lobbying

- A. The Sub recipient certifies, to the best of their knowledge and belief, that:
1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements), and agrees to take all actions necessary to ensure that all Sub recipients shall similarly certify and disclose accordingly.

706 Conflict of Interest

Sub recipient certifies that no member, officer or employee of the Sub recipient is an officer or employee of the City or member of any of its boards, commissions or committees or has any interest or holdings, which could be affected by any actions taken in execution of this Agreement.

707 Contract Language

In the course of its work under this Agreement the Sub recipient, its agents and employees, shall be bound by and comply with all applicable federal, state and local laws and regulations.

708 Section 3 of the Housing and Community Development Act of 1968

Sub-recipient will make every effort to provide training opportunities for low- and moderate-income persons residing within the community where the project is located and contracts awarded to local businesses therein, to the greatest extent feasible as required under the provisions of Section 3 of the Housing and Urban Development Act of 1968, the regulations set forth in 24CFR135, and all applicable rules and orders issued hereunder prior to the execution of this contract. Compliance with the foregoing Section requirements shall be a condition of the federal financial assistance provided under this contract and binding on the Sub-recipient. Failure to fulfill these requirements shall subject the Sub-recipient, their successors and assignees, to those sanctions specified by the agreement through which federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. Sub-recipient shall make every effort to ensure that all projects funded wholly or in part by Community Development Block Grant funds shall provide equal employment opportunities for minorities and women.

VIII. GENERAL TERMS AND CONDITIONS**801 Indemnification and Insurance Requirements****A. Indemnification**

The Subrecipient undertakes and agrees to defend indemnify and hold harmless the City and any of the City's officers, agents, employees, assignees, and successor in interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person, including Subrecipient's employees and agents, or damage or destruction to any property of either party hereto or third person in any manner arising by reason of or incident to the performance of this Agreement on the part of the Subrecipient.

B. Insurance

1. Without limiting the Subrecipient's Indemnification of the City, Subrecipient shall provide and maintain, at its own expense, and require any of its subcontractor's to maintain, during the term of this Agreement the following program(s) of insurance covering its operations as applicable hereunder in this Agreement.

Such insurance, which shall be provided by insurer(s) satisfactory to the City's Risk Manager, shall be primary to and not contributing with any other insurance or self insurance programs maintained by the City. Proof of insurance shall be delivered to the City at the time of Subrecipient's execution of this Agreement. Such evidence shall specifically identify this Agreement and shall contain express conditions that the City is to be given written notice at least thirty (30) days in advance of any modification or

termination of any program of insurance. Failure on the part of the Subrecipient to procure or maintain insurance shall constitute a material breach upon which the City may immediately terminate this Agreement.

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

- (a) **General Liability:** A program, including but not limited to comprehensive general liability and independent Subrecipient coverage of at least **One Million Dollars (\$1,000,000.00)** per occurrence. Such insurance shall name the **CITY** as “**additional insured**”.

Subrecipient shall be required to provide City with copies of the current certificates of insurance and policy endorsement pages.

- (b) **Workers' Compensation:** A program of workers' compensation insurance in an amount and form to meet all applicable requirements of the California Labor Code or by any other state, and which specifically covers all persons providing services by or on behalf of the Subrecipient, and risks to such persons under this Agreement.

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

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

802 Allowable and Unallowable Costs

- A. To be eligible for payment under this Agreement, costs must be made in compliance with Office of Management and Budget Circular (OMB) A-102, A-87 (Government), A-122 (Non-Profits) and with Principles set forth below:
 - 1. Be necessary and reasonable for the proper and efficient performance of this Agreement and in accordance with the approved budget attached hereto. The City shall have final authority to determine in good faith whether expenditure is "necessary and reasonable".
 - 2. Conform to the limitation within these General conditions and to any governing statutes, regulations and ordinances.

3. Be fully documented and determined in accordance with approved accounting procedures.
4. Not be included as a cost or used to meet cost sharing or matching requirements of any other funding source in either the current or a prior period.
5. The net of all applicable credits such as purchase discounts, rebates, sale or other income or refunds.

The following cost, among others, is specifically unallowable:

1. **Bad Debts:** Any losses arising from uncollectible accounts and other claims, and related costs.
2. **Contingencies:** Contributions to a contingency reserve or any similar provisions for unforeseen events.
3. **Contributions and Donations.**
4. **Entertainment:** Cost of amusements, social activities and incidental costs, such as meals, beverages, lodging and gratuities relating to entertainment, or any political or lobbying activities.
5. **Fines and Penalties:** Cost resulting from violations of, or failure to comply with Federal, State and Local laws and regulations.
6. **Interest and Other Financial Costs:** Interest or borrowing (however represented), bond discounts, cost of financing and refinancing operations and legal and professional fees paid in connection herewith.
7. **Membership Expenses:** Cost of membership in any organization that devotes a substantial part of these activities to influencing legislation.
8. **Travel:** The difference in cost between first-class air accommodations and less-than-first-class air accommodations unless certified by an authorized airline that less-than-first-class air accommodations are not available.
9. **Meeting Attendance:** Cost of attending meetings directly related to the performance of this Agreement, which is not open for attendance on a non-segregated basis.
10. **Noncompetitive Subcontracts:** Payments under a subcontract not obtained under competitive bidding procedure unless specifically waived by the City.

- B. Advancements or reimbursements for expenditures, which are determined by the City to be unallowable, must be immediately returned to the City.

803 **Conflict of Interest**

- A. The Subrecipient covenants that none of its directors, officers, employees or agents shall participate in selecting, or administering any subcontract (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where such person knows or should have known that:
1. A member of such person's immediate family, or partner, or organization has a financial interest in subcontract;
 2. The subcontractor is someone with whom such persons has or is negotiating any prospective employment; or
 3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code Section 87100 et. seq., if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. **Definitions**

1. The term "immediate family" includes but is not limited to those persons related by blood or marriage, such as husband, wife, father, mother, sister, son, daughter, father-in-law, mother-in-law, brother-in-law, son-in-law and daughter-in-law.
 2. The term "financial or other Interest" included but is not limited to:
 - a. Any direct or indirect financial interest in specific contract including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in the managerial capacity; or governing body.
- C. The Subrecipient further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from an actual or potential subcontractor, supplier, a party to a sub-agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

- D. The Subrecipient shall not subcontract with a former director, officer, or employee within one-year period following the termination of the relationship between said person and the Subrecipient.
- E. Prior to obtaining the City's approval of any subcontract, the Subrecipient shall disclose to the City any relationship, financial or otherwise, direct or indirect, of the Subrecipient or any of its officer, directors or employees and its officer, directors or employees with the City.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the City of Compton, State of California, and Federal regulations regarding conflict of interest.
- G. The Subrecipient warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The Subrecipient covenants that no member, officer or employee of Subrecipient shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer for one (1) year thereafter.

804 Contract Amendments

Either party may request a contract amendment. Contract amendments must be in writing and properly executed by both the City and the Subrecipient.

Section 1402 (d) Housing and Community Development Act of 1992 amends Section 415 of the Stewart B. McKinney Homeless Assistance Act a subsection that requires that termination of assistance to any individual or family be in accordance with a formal process established by the Subrecipient. This addition in the statute states:

"If an individual or family who receives assistance ... from a recipient violates program requirements, the recipient may terminate assistance in accordance with a formal process established by the recipient that recognizes the rights of individuals affected, which may include a hearing."

IV. ENTIRE AGREEMENT

901 Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either part shall affect or modify any of the terms and conditions of this Agreement.

902 Number of Pages and Attachments

This Agreement is executed in six (6) duplicate originals. Each of which is deemed to be an original. This Agreement includes sixteen (16) pages, inclusive of Exhibit A, which constitutes the entire understanding and agreement of the parties

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

Executed this _____ day of _____, 2017

VOLUNTEERS OF AMERICA

**CITY OF COMPTON
COMPTON, CALIFORNIA**

ROBERT PRATT
PRESIDENT

CECIL W. RHAMBO, JR.
CITY MANAGER

APPROVED AS TO FORM:

CITY ATTORNEY

ATTEST:

CITY CLERK

EXHIBIT A
VOLUNTEERS OF AMERICA
July 1, 2016-June 30, 2017
PROGRAM BUDGET

BUDGET CATEGORIES

Homelessness Prevention	<u>\$62,500</u>
Sub-Total	<u>\$62,500</u>
Rapid Re-Housing	<u>\$62,500</u>
Sub-Total	<u>\$62,500</u>

GRAND TOTAL	<u>\$125,000.00</u>
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RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ADOPTION OF SUBSTANTIAL AMENDMENTS TO THE CITY OF COMPTON’S FISCAL YEARS 2010-2011, 2011-2012, 2012-2013, 2015-2016 AND 2016-2017 ANNUAL ACTION PLAN OF THE CONSOLIDATED PLANS BY REALLOCATING UNUSED CDBG, HESG AND SECTION 108 FUNDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH VOLUNTEERS OF AMERICA TO PROVIDE HOMELESS PREVENTION SERVICES

Cecil Rhambo
DEPARTMENT MANAGER’S SIGNATURE

2/23/2017 5:36:13 PM
DATE

REVIEW / APPROVAL

Merle Greene
CITY ATTORNEY

3/8/2017 12:55:05 PM
DATE

Brandon Mims
CITY CONTROLLER

2/27/2017 10:15:53 AM
DATE

Cecil Rhambo
CITY MANAGER

2/23/2017 6:01:07 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.

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: KENNETH HOLCOMB, (INTERIM) GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE
ORDER TO QUINN POWER SYSTEMS FOR THE PURCHASE OF A
NEW DIESEL STANDBY GENERATOR SET AND AUTOMATIC
TRANSFER SWITCH FOR THE TANK-FARM BOOSTER STATION
PROJECT (\$73,714.81)**

SUMMARY

Adoption of this resolution will authorize the City Manager to issue a purchase order in the amount of Seventy Three Thousand Seven Hundred Fourteen Dollars and Eighty-One Cents (\$73,714.81) to Quinn Power Systems for the purchase of a new diesel standby generator set and automatic transfer switch equipment for the Tank-Farm Booster Station Project.

BACKGROUND

The Compton Municipal Water Department is in the process of constructing a new booster station for its tank-farm site. The proposed booster station will improve the site's water quality parameters, increase hydraulic recirculation and increase fire suppression hydraulic capabilities. A portion of the aforementioned project requires the procurement and installation of a new diesel standby generator set along with its associated automatic transfer switch which will provide power to the booster station after a potential loss of power from the local electric grid. The installation of the diesel standby generator set will increase the reliability of the tank-farm's proposed booster station to better serve the City's water service customers.

For a number of years the City has been a member of the National Joint Powers Alliance ("NJPA"). The NJPA is a public agency that serves as a member-focused cooperative for over 50,000 member agencies nationally. The main mission for NJPA is to offer a multitude of cooperatively contracted products, equipment and service opportunities to educational and government entities throughout the county. NJPA has completed hundreds of requests for proposal ("RFP") for its member agencies to receive the best cost throughout the United States while fulfilling the mission of the NJPA. The City, as a long standing member, has taken advantage of the NJPA competitive bidding process in efforts to save the taxpayers' money and purchase certain types of equipment at a below-retail cost discount.

STATEMENT OF THE ISSUE

Staff believes the construction of a new booster station for the tank-farm site will be a benefit because it will provide power to the booster station after a potential loss of power from the local electric grid. Staff is recommending the purchase of the diesel standby generator set and automatic transfer switch to further maximize the reliability of the proposed booster station for the tank-farm site.

#19.

Staff Report – Resolution Authorizing P.O.
Quinn Power Systems for Purchase
Diesel Standby Generator Set/Tank-Farm Booster Station
March 14, 2017, page 2

By using the NJPA pricing, the City will benefit from a nationally conducted bid process, a better price on the selected vehicle and equipment, and a local vendor to supply and repair the equipment. The equipment seems to be compliant with all applicable regulations.

ALTERNATIVE

No alternative is proposed or recommended.

FISCAL IMPACT

The expenditures are as follows:

<u>Item</u>	<u>Cost</u>
Diesel standby gen set & ATS	\$67,013.46
Taxes	\$ <u>6,701.35</u>
TOTAL	\$73,714.81

Funds in the amount of \$73,714.81 are available in the Compton Municipal Water Department's FY 2016-17 budget in Account No. 5003-880-000-4241.

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

**KENNETH HOLCOMB, (INTERIM) GENERAL MANAGER
COMPTON MUNICIPAL WATER DEPARTMENT**

APPROVED FOR FORWARDING:

**CECIL W. RHAMBO, JR.
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO QUINN POWER SYSTEMS FOR THE PURCHASE OF A NEW DIESEL STANDBY GENERATOR SET AND AUTOMATIC TRANSFER SWITCH FOR THE TANK-FARM BOOSTER STATION PROJECT (\$73,714.81)

WHEREAS, it is the responsibility of the Compton Municipal Water Department ("Department") to ensure a safe and adequate water supply for drinking and firefighting purposes; and

WHEREAS, the Department is in the process of constructing a new booster station for its tank-farm site which will improve the site's water quality parameters, increase hydraulic recirculation and increase fire suppression hydraulic capabilities; and

WHEREAS, a portion of the aforementioned project requires the procurement and installation of a new diesel standby generator set along with its associated automatic transfer switch which will provide power to the booster station after a potential loss of power from the local electric grid; and

WHEREAS, the installation of the diesel standby generator set will increase the reliability of the tank-farm's proposed booster station to better serve the City's water service customers; and

WHEREAS, for a number of years the City has been a member of the National Joint Powers Alliance ("NJPA"), which is a public agency that serves as a member-focused cooperative for over 50,000 member agencies nationally with a main mission to offer a multitude of cooperatively contracted products, equipment and service opportunities to educational and government entities throughout the country; and

WHEREAS, NJPA has completed hundreds of requests for proposal (RFP) for its member agencies to receive the best cost throughout the United States while fulfilling the mission of the NJPA; and

WHEREAS, through the City's membership with the NJPA, staff found the bid pricing of \$67,013.46 (exclusive of sales taxes) offered by Quinn Power Systems to be responsive to the City's needs and the cost of the equipment reasonably priced, to wit; and

WHEREAS, funding for this purchase is available in the Compton Municipal Water Department's 2016-2017 Fiscal Year budget.

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

SECTION 1. That the bid/quote of Quinn Power Systems, in the amount of Seventy-Three Thousand Seven Hundred and Fourteen Dollars and Eighty One Cents (\$73,714.81) is hereby accepted.

SECTION 2. That the City Manager is hereby authorized to issue a purchase order in the amount of \$73,714.31 to Quinn Power Systems for the purchase of a new standby diesel generator set and automatic transfer switch for the proposed booster station for the tank-farm site.

Resolution No. _____
Page 2

SECTION 3. That funds in the amount of \$73,714.81 are available in the Compton Municipal Water Department 2016-2017 Fiscal Year budget, in Account No. 5003 880 000 4241 (Water Quality Project).

SECTION 4. That a copy of this Resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, City Attorney and the Compton Municipal Water Department.

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 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-
ABSTAIN: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

Date: 2-15-17 Quote Number: AWA12097
Name: Luis Osuna **Quotation Expires: 3-15-17**
Company: **City Of Compton**
Address: Phone: 310-605-6340
City: Fax:
Reference: **Tank Farm Booster Pump Station**
Special pricing under NJPA program
City Of Compton NJPA Member I.D. Number 21015
Caterpillar NJPA Vendor I.D. Number 080613-CAT

1 Caterpillar Model D80-8 Diesel Generator Set
UL LISTED GENERATOR PACKAGE
EPA APPROVED, EMISSIONS CERTIFIED TIER 3

Rating: **80 kW standby**
Voltage: **277/480 volts, three phase, 60 Hz**
Amps: **120 full load amps @ .8 pf**

Includes:

Engine: Heavy duty Caterpillar industrial diesel engine
Model C4.4 4 cylinder, in-line, 4.4 liter engine
Governor: Electronic
Electrical: 12 vdc, energized to run shutdown solenoid
Lead acid battery
Battery rack and cable
Cooling: Radiator and cooling fan, 125 deg F
Anti-freeze and corrosion inhibitor
Filtration: Dry air filters w/restriction indicator
Fuel filters
Full flow oil filters
Exhaust: Residential silencer, shipped loose on open units
Installed inside enclosure on enclosed units
Alternator: Drip proof self excited, brushless, 12 lead reconnectable
Class H insulation
Automatic, fully sealed, voltage regulator
+/- 1.5% regulation
Baseframe: Fabricated steel base
Lifting holes and anchor holes
Circuit breaker stub up area
Coupling: Single bearing generator with flexible drive plate
Mounts: Anti-vibration mounting pads between engine and base frame
Guards: Fan, fan drive, alternator pulley and belt guards
Radiator stone guard
Exhaust manifold heat guard
Fuel Sys: Fuel supply and return lines terminated at base frame, NPT threads
Controls: Automatic start/stop control panel (**standard control panel EMCP 4.1**)
AC voltmeter, Ammeter, Frequency , tachometer
Hour meter
Coolant temperature gauge
Oil pressure gauge

#19.

Battery voltmeter
Off/On/Auto switch
Emergency stop button
Phase selector switch
Cycle crank timer
Common fault alarm contacts

Shutdown: Fail to start
High coolant temperature
Low oil pressure
Overspeed

Wiring: AC and Dc wiring looms w/ multi pin connectors

Circuit Brkr: UL listed molded case circuit breaker mounted in NEMA 1 enclosure

Manuals: (1) set Operation and Maintenance, wiring diagrams, trouble shooting leaflets

Tests: Factory load test, control and device checks

Finish: Sheetmetal is degreased, phosphated and chromated with a polyester powder finish. Engine and alternator are cleaned and finished with a baked industrial high gloss polyurethane paint

Additional Optional Generator Set Equipment Included In Sale Quotation:

Enclosure

External emergency stop

Weather & sound attenuated enclosure (includes internal silencer system)

Level 2 sound

75 dBA @ 23 feet at full load

Color of enclosure (white)

Panel viewing window

Circuit Breaker

150 Amp

Auxiliary voltfree contacts

Shut trip

Generator

Permanent magnet generator

Oversize alternator LC3114F

Anti - condensation heater

Miscellaneous Accessories

UL listing

IBC certification wind enclosure

Factory test reports

NFPA 110 Upgrade

IBC certification

Control System (Upgrade control panel EMCP 4.2 with options)

Panel mounted alarm

Voltage adjustment potentiometer

Generator running relay

Ground fault relay

Discrete I/O module (shipped loose installed by others)

Volt free contacts generator run

Speed adjustment potentiometer

Overload shutdown via breaker

Mounting Accessories

Seismic vibration isolators

Remote Annunciators

16 channel remote annunciator panel (supplied loose)

Exhaust System

#19.

Miratech Passive DPF Model carbon steel roof mounted

Fuel System

UL listed Sub Base mounted fuel tank base (24 hour capacity)
with fuel alarm (low level / leak detected)

5 gallon spill bucket

Overfill prevention

Vent pipe 12 foot

3" emergency vent 12 foot

Cooling System

Coolant heater (High efficiency)

Low coolant level shutdown

Low coolant temperature alarm

Battery Charger

Battery Charger, 10 amp, UL listed

1 Asco Model 7000 Automatic Transfer Switch (Delayed Transition)

Catalog Number: J7ADTS030200N5XL, 6JL, 18B, 18G, 31Z, 99,125A

Rating: **200 Amp**

Voltage: **277/480**

Poles: **Three pole**

Enclosure: **Nema 12**

Controls: Microprocessor Controls

Quinn Engine Systems Services Included:

Prep and assembly

Freight allowed to jobsite

Load bank testing (Field only)

Startup inspection service

Items not included:

Installation

Exhaust treatment (If required)

Fuel venting (If required)

Fuel

Additional Fuel containment) (If required)

Standard crane service (Unloading)

Building or air quality permits

Total (w/o tax) Caterpillar List Price: '\$48,034.00
..... Non Caterpillar List Items: '\$33,870.00
..... Total with Sale tax: '\$81,904.00
Plus Tax

..... N.J.P.A. Total Price Without Sales Tax: '\$67,013.46
Plus Tax

Lead Time: 10 to 14 weeks
PLEASE CALL FOR CURRENT LEAD TIMES AND STOCKING GENERATORS.
Warranty: Platinum 4 year extended warranty generator set only

IF YOU HAVE ANY QUESTIONS PLEASE DO NOT HESITATE TO CALL

SINCERELY
Pete Vainoris
SALES REPRESENTATIVE



Quinn Power Systems
Office: 562-201-3428
Quotation submitted by Allen Abramovitch
Sales Representative
Cell: 805-431-3180

#19.

TERMS

Quinn Engine Systems is an equipment supplier only.

The above prices do not include piping, wiring, installation, test fuel, insulation, unloading, relay and/or circuit breaker testing, relay and/or circuit breaker calibration, coordination studies or applicable sales taxes or other items not specifically mentioned above.

A sale would be for materials only with proof of performance on our part as specified at time of purchase and does not infer a subcontractural agreement for this specific sale.

Quinn Engine Systems limits the scope of supply for the quotation to the equipment and services listed in our bill of materials.

Unless specifically listed in our bill of materials, equipment not indicated is assumed to be supplied by others.

We have detailed the equipment proposed in the bill of material.

Please check it to be certain that it meets your requirements.

Contracts which include penalty or liquidated damage clauses for failure to meet promised shipping dates are not acceptable or binding on Quinn Engine Systems, unless accepted and confirmed in writing by an officer of Quinn Company.

There will be 25% cancellation fee for any orders canceled once placed and accepted by Quinn Engine Systems.

It is the responsibility of the customer and/or user to file for and secure all permits and licenses pertaining to Air Pollution Control District or its likes for the installation and operation for this equipment in its proposed location.

Warranty is for full parts and labor to replace or repair defective materials or correct workmanship problems.

Warranty does not provide for travel or mileage expenses to and from the unit's location in excess of 50 miles nor for the differential of regular and premium off hour rates.

This quotation is based on current manufacturer's prices.

Prices remain firm for a period of thirty (30) days from the date of this quotation.

All invoices will be dated the date of shipment unless purchaser requests shipment to be delayed in which case the invoice will be dated the date that the product(s) were originally ready for shipment.

Terms of payment are net cash on receipt of invoice.

Other terms are available subject to proper credit application and credit approval

All applicable taxes apply.

An exemption certificate must be furnished at the time of the sale if this material is exempt from sales or use tax.

Sales are subject to receipt of proper credit application and credit approval.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Water Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO QUINN POWER SYSTEMS FOR THE PURCHASE OF A NEW DIESEL STANDBY GENERATOR SET AND AUTOMATIC TRANSFER SWITCH FOR THE TANKFARM BOOSTER STATION PROJECT (\$73,714.81)

Kenneth Holcomb
DEPARTMENT MANAGER’S SIGNATURE

3/8/2017 12:24:21 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/9/2017 2:24:46 PM
DATE

Brandon Mims
CITY CONTROLLER

3/9/2017 12:20:28 PM
DATE

Cecil Rhambo
CITY MANAGER

3/9/2017 11:44:17 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.

March 14, 2017

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CECIL W. RHAMBO JR., CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2016-2017 FISCAL YEAR BUDGET TO TRANSFER AMOUNTS WITHIN THE GENERAL FUND TO COVER UNALLOCATED COSTS FOR THE LOS ANGELES COUNTY SHERIFF'S CONTRACT (\$1,677,418)

SUMMARY

City Council adoption of the attached Resolution will authorize the City Manager to fulfill the requirement to fund the shortfall acknowledged by the former City Manager with the Sheriff Contract for Law Enforcement Services for Fiscal Year 2016-17.

BACKGROUND

On June 28, 2016, the Mayor and City Council approved the 2016-2017 Fiscal Year Budget. The Budget transmittal letter informed the Mayor and City Council that the increased costs of \$1,677,418 for the Sheriff contract were not included in the proposed and subsequently adopted City Budget for Fiscal Year 2016-17. The former City Manager stated that he would work to resolve this funding deficit and bring the solution to the Mayor and City Council during the current fiscal year. This Resolution approves the necessary Budget Amendment to fulfill the commitment to resolve the matter.

STATEMENT OF THE ISSUE

The City Manager has met with departments throughout the City to examine opportunities for cost savings in the current Budget sufficient to fund the shortfall in the Sheriff contract. Most savings identified reflect mutually agreed reductions in current General Fund spending levels appropriated in Department Budgets.

Two impacts necessary to fund the Sheriff contract requirements involve: (1) deferral of the purchase of a new Server for approximately 4 months in General Services-IT Division; and (2) deferral of the consultant contracts (not yet approved by Council) for General Plan and Historical Preservation Planning. Both of these deferrals will be addressed in the Fiscal Year 2017-18 Proposed Budget.

Page Two
Staff Report – Budget Amendment
March 14, 2017

FINANCIAL IMPACT

Adoption of this resolution resolves funding of the Sheriff contract by reducing \$1,677,418 in various General Fund departmental expenditures and transferring the same amount to resolve the Sheriff Contract.

RECOMMENDATION

The City Manager recommends that the Mayor and Council adopt this resolution.

CECIL W. RHAMBO JR.
CITY MANAGER

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING THE 2016-2017 FISCAL YEAR BUDGET TO TRANSFER AMOUNTS
WITHIN THE GENERAL FUND TO COVER UNALLOCATED COSTS FOR THE
LOS ANGELES COUNTY SHERIFF'S CONTRACT (\$1,677,418)**

WHEREAS, On June 28, 2016, City Council approved the 2016-17 fiscal year budget; and

WHEREAS, prior to the approval of the budget, the City received notice from the Los Angeles County Sheriffs that the rates for law enforcement services would increase 3.5% and the liability rate would increase to 9.5%, for a total estimated increase in the amount of \$1,677,418; and

WHEREAS, the City Manager stated in the Budget transmittal letter that funds for this cost increase were not included in the proposed fiscal year 2016-17 budget and needed to be resolved with the City Council during the fiscal year; and

WHEREAS, the City Manager has conducted a mid-year Budget review of all current General Fund expenditures and identified the availability of \$1,677,418 from adjustments throughout various city departments; and

WHEREAS, it is necessary to amend the budget to transfer these funds to offset the increase to the Los Angeles County Sheriff contract; and

WHEREAS, the proposed funds identified in "Attachment A", in the amount of \$1,677,418 will be transferred from various General Fund Departments to the Sheriff Contract Services account, 1001-680-000-4271.

**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 amend the Fiscal Year 2016-2017 adopted budget to appropriate funds necessary to fulfill the Budget requirements for the Sheriff contract.

Section 2. That the City Manager is authorized to transfer funds listed on "Attachment A", in the amount of \$1,677,418 (One Million, Six Hundred Seventy Seven Thousand, Four Hundred Eighteen Dollars and No Cents) from various City Departments' General Fund appropriations to fully fund the Sheriff Contract Services account, 1001-680-000-4271.

Section 3. That the City Manager is authorized to establish a purchase order to Los Angeles County Sheriff in the amount of \$1,677,418 from account number 1001-680-000-4271.

Section 4. That a copy of this Resolution shall be filed in the departments of Human Resources, General Services, Fire, Building & Safety, Planning, CareerLink, Code Enforcement, and Recreation; and in the offices of the City Council, City Treasurer, City Manager, City Controller, City Attorney, and the Clerk.

Resolution No. _____
Page 2

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

ADOPTED this ____ day of _____, 2017.

MAYOR OF THE CITY OF COMPTON

ATTEST:

CITY CLERK OF THE CITY OF COMPTON

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

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

"ATTACHMENT A"
General Fund Departmental Reductions

Org Key	Object Code	Object Name	Reduction Amount
1001-4000-000			
City Council	4180	Fica Contribution	500
	4190	Worker's Compensation	1,500
	4195	Dental	3,000
	4196	Vision Insurance	2,500
	4197	Unemployment	1,000
	4198	State Disability	2,500
TOTAL			11,000
1001-420-000			
City Attorney	4101	Salaries	20,000
	4190	Worker's Compensation	5,500
	4198	State Disability Insurance	5,500
	4222	Computer Software	1,500
	4249	Special Dept. Expense	3,000
	4262	Other Professional Service	75,400
	4294	Contingency	30,000
TOTAL			\$ 140,900
1001-440-000			
City Treasurer	4222	Computer Software	2,500
	4224	Cell Phone Allowance	1,800
	4263	Education Reimbursement	9,000
	4270	Convention & Meeting	7,182
	4278	Mileage Expense	250
TOTAL			\$ 20,732
1001-470-000			
City Clerk	4171	Overtime	20,000
	4215	Postage	10,000
	4273	Training	9,000
	4296	Depreciation	800
	4335	Office Furniture	50,000
TOTAL			\$ 89,800
1001-510-000			
City Manager	4101	Salaries	11,805
	4171	Overtime	15,000
	4190	Worker's Compensation	10,000
	4194	Life Insurance	500
	4195	Dental Insurance	5,000
	4199	Medi-Cal Contribution	2,000
	4213	Publishing & Advert	3,000
	4218	Other General Office	10,000
	4223	Auto Allowance	4,000
	4224	Cell Phone Allowance	3,500
TOTAL			\$ 64,805

#20.

"ATTACHMENT A"
General Fund Departmental Reductions

Org Key	Object Code	Object Name	Reduction Amount
1001-510-PS0			
CM Parking/Security	4101	Salaries	160,000
	4190	Worker's Compensation	10,000
	4195	Dental Insurance	2,000
	4196	Visions Insurance	1,303
	4197	Unemployment Ins	2,161
	4198	State Disability Insurance	2,887
	4216	Printing & Duplicating	500
	4236	Maintenance & Repair	1,000
	4250	Communication	6,000
	4273	Training	1,000
TOTAL			\$ 186,851
1001-560-000			
Human Resources			
	4171	Overtime	3,000
	4180	Fica Contribution	3,000
	4210	Office Supplies	1,000
	4213	Publishing & Advert	3,000
	4219	Publishing & Member	1,000
	4236	Maintenance & Repair	2,000
	4270	Conventions & Meetings	3,000
	4273	Training	500
	4278	Millage Expense	500
TOTAL			\$ 17,000
1001-600-000			
General Services			
	4190	Worker's Comp	10,000
	4195	Dental Insurance	4,000
	4198	State Disability Insurance	4,000
	4219	Publishing & Member	500
	4250	Communications	60,000
	4262	Other Professional Service	26,160
	4273	Training	2,000
TOTAL			\$ 106,660
1001-600-IT0			
General Services - ITS			
	4190	Worker's Comp	3,000
	4216	Printing & Duplicating	200
	4222	Computer Software	100,000
	4226	Maintenance	1,000
	4262	Other Prof Services	30,000
	4273	Training	4,000
TOTAL			\$ 138,200

"ATTACHMENT A"
General Fund Departmental Reductions

Org Key	Object Code	Object Name	Reduction Amount
1001-650-000			
City Controller	4101	Salaries	75,000
	4171	Overtime	7,000
	4180	Fica Contribution	1,500
	4190	Worker's Comp	6,000
	4195	Dental Insurance	3,000
	4198	State Disability	8,000
	4219	Publishing & Membership	3,000
	4223	Auto Allowance	3,000
	4224	Cell Phone Allowance	1,000
	4263	Education Reimbursement	4,000
	4278	Millage Expense	200
TOTAL			111,700
1001-670-000			
Code Enforcement	4101	Salaries	80,960
	4215	Postage	2,000
	4217	Outside Printing	5,000
	4219	Publishing & Membership	1,500
	4224	Cell Phone Allowance	1,500
TOTAL			\$ 90,960
1001-690-000			
Fire	4219	Publishing & Membership	1,300
	4221	Equipment Rental	2,500
	4222	Computer Software	8,800
	4224	Cell Phone Allowance	3,600
	4230	Maint/Repair Material	50,000
	4269	Other Contract Services	50,000
	4270	Convention & Meeting	4,323
TOTAL			120,523
1001-770-000			
Building & Safety	4215	Postage	300
	4217	Outside Printing	18,000
	4218	Other General Office	86,000
	4223	Auto Allowance	5,000
	4249	Special Dept Expense	7,000
	4262	Other Professional Service	26,000
	4273	Training	2,783
TOTAL			\$ 145,083

#20.

"ATTACHMENT A"
General Fund Departmental Reductions

Org Key	Object Code	Object Name	Reduction Amount
1001-770-BLC			
B&S- Business License	4215	Postage	900
	4218	Other General Office	10,000
	4219	Publishing & Membership	3,935
	4223	Auto Allowance	1,000
	4224	Cell Phone Allowance	3,000
	4249	Special Dept Expenses	2,500
	4262	Other Professional Service	1,000
	4273	Training	6,000
TOTAL			\$ 28,335
1001-780-000			
Planning	4101	Salaries	60,000
	4180	Fica Contribution	10,000
	4190	Worker's Compensation	10,000
	4194	Life Insurance	200
	4195	Dental Insurance	4,000
	4196	Vision Insurance	1,000
	4198	State Disability Ins	3,824
	4199	Medi-Cal Contribution	1,282
	4210	Office Supplies	1,000
	4213	Publishing & Advertising	3,000
	4215	Postage	200
	4217	Outside Printing	4,000
	4218	Office General Office	8,000
	4219	Publishing & Membership	3,500
	4262	Other Professional Service	185,000
	4273	Training	1,500
	4278	Mileage Expense	200
TOTAL			296,706
1001-810-000			
CareerLink	4171	Overtime	1,000
	4190	Worker's Compensation	500
	4210	Office Supplies	1,600
	4213	Publishing & Advertising	1,000
	4215	Postage	600
	4221	Equipment Rental	1,863
	4249	Special Department Expenses	1,000
	4250	Communication	600
TOTAL			8,163
1001-840-000			
Recreation	4101	Salaries	30,000
	4171	Overtime	25,000
	4180	Fica Contribution	15,000
	4190	Worker's Comp	30,000
TOTAL			\$ 100,000
GENERAL FUND TOTAL			\$ 1,677,418

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE 2016-2017 FISCAL YEAR BUDGET TO TRANSFER AMOUNTS WITHIN THE GENERAL FUND TO COVER UNALLOCATED COSTS FOR THE LOS ANGELES COUNTY SHERIFF’S CONTRACT

Laurence Adams
DEPARTMENT MANAGER’S SIGNATURE

3/9/2017 9:10:35 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

3/9/2017 12:03:45 PM
DATE

Brandon Mims
CITY CONTROLLER

3/9/2017 9:13:45 AM
DATE

Laurence Adams
CITY MANAGER

3/9/2017 9:13:04 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.

WARRANTS APPROVED BY COUNCIL

<u>Warrant #</u>	<u>Date</u>	<u>Name</u>	<u>Services Provided</u>	<u>Amount</u>	<u>Amount Paid Year to Date</u>
238447	3/7/17	Gov. Connection	Computer station and printer	\$2,761.28	\$7,120.90
Requested by City Manager					
238389	3/2/17	Evan Brooks Associates Inc	City-wide street lighting assessment and improvement	\$24,801.00	\$70,060.50
Requested by Planning					

I hereby certify that the above demands in the amount of **\$27,562.28** were approved at a regular meeting of the City Council and reject _____ as of March 14, 2017.

Council Member

Council Member

City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on March 14, 2017 allowed the above demands.

Alita Godwin
City Clerk

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Jonathon Dobbs
Phone: (800) 800-0019 ext. 75594
Fax: (603) 683-0808
Email: jdobbs@govconnection.com

24281341.02-W1

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Account Manager:
Phone:
Fax:
Email:

Date: 2/1/2017
Valid Through: 2/28/2017
Account #: S02997

Customer Contact: Garry Francis
Email: garry.francis@comptoncity.org

Phone: (310) 605-5507
Fax: (310) 603-8776

QUOTE PROVIDED TO:

AB#: 3056774
CITY OF COMPTON
205 SOUTH WILLOWBROOK
REDEVELOPMENT AGENCY
COMPTON, CA 90220

(310) 605-5500

SHIP TO:

AB#: 9445270
CITY OF COMPTON
205 SOUTH WILLOWBROOK AVENUE
COMPTON, CA 90220

(310) 605-5507

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	151.00 lbs	NET 30	

Important Notice: — THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	1	14528455	H2L63UT	Comfort Grip Wireless Mouse HP Workstations Accessories	HP Workstations Accessories	\$ 17.82	\$ 17.82
2	1	12858830	LV290AA#ABA	Wireless Classic Desktop Keyboard Hewlett Packard Pavilion PC	Hewlett Packard Pavilion PC	\$ 19.40	\$ 19.40
3	2	30737265	N2Q02A8#ABA	23" E232 Full HD LED-LCD Monitor, Black (Head Only) Hewlett Packard Accessories	Hewlett Packard Accessories	\$ 162.39	\$ 324.78
3	2	Fee: 12		State Environmental Fee		\$ 6.00	\$ 12.00
4	2	13550845	U0J12E	4-year CarePack Next Business Day Advanced Exchange Hardware Support for Monitor HP IPG/Services	HP IPG/Services	\$ 38.93	\$ 77.86
5	1	16431593	AW664UT#ABA	Adjustable Dual Monitor Stand Hewlett Packard Accessories	Hewlett Packard Accessories	\$ 145.53	\$ 145.53
6	1	30729855	P4K18UT#ABA	EliteDesk 800 G2 MT Core i7-6700 3.4GHz / 4GB / 500GB / HD530 / DVD-RW / GbE / W7P64-W10P Hewlett Packard Commercial PCs	Hewlett Packard Commercial PCs	\$ 944.66	\$ 944.66
7	1	16544539	HP730E	3-year CarePack 13x5 4-hour HW Support for Desktops Only HP PSG/Services	HP PSG/Services	\$ 88.85	\$ 88.85
8	1	33095350	JW213A	Instant IAP-205 Wireless Access Point, 802.11N / AC, 2X2:2, Dual R, US HP ProCurve	HP ProCurve	\$ 452.28	\$ 452.28
9	1	32962811	JW046A	AP-220-MNT-W1 Flat Surface Wall / Ceiling Basic Flat Surface Mount Kit HP ProCurve	HP ProCurve	\$ 19.66	\$ 19.66
10	1	30660405	CF379A#BGJ	Color LaserJet Pro MFP M477fdw (\$629 - \$200 Instant Rebate = \$429 Expires 2 / 28 / 17) Hewlett Packard Printing & Imaging	Hewlett Packard Printing & Imaging	\$ 429.00	\$ 429.00

Subtotal	\$ 2,531.84
Fee	\$ 0.00
Shipping and Handling	\$ 0.00
Tax	\$ 229.44
Total	\$ 2,761.28

Okay to Pay

[Signature] 2/8/17

#21.

EvanBrooksAssociates, Inc

1030 South Arroyo Parkway, Suite 204
Pasadena, CA 91105
818.521.9947 cell
888.421.8798 fax

INVOICE

INVOICE NO. 16001-6

DATE January 20, 2016

CUSTOMER ID LA19

PROJECT ID 1907

TO Robert Delgado, Planner
C/O, Community Development Director
City of Compton, City Hall
Community Development Department
205 S Willowbrooks Ave.
Compton, CA 90220

PAID
CK. NO. 17-01106
DATE 1/26/16

PROJECT NAME	PROJECT MGR CONTACT	APPLICATION DUE	RATE
Project Management Services, Compton Citywide Streetlight Assessment and Improvements Project	Hal Suetsugu	November 1- December 31, 2015	

TASK	DESCRIPTION	PERCENTAGE COMPLETE	TOTAL BILLING
Project Development			
1.1	Meet with city staff to develop the project scope, schedule, and timeline	100%	
	Budget	\$ -	\$ -
Windshield Survey / Data Collection			
2.1	Staff will complete a windshield survey to identify light levels and dark spots	90%	\$ 6,210.00
2.2	Collect list of the street lights that include the type, size, pole number and street location	40%	\$ 1,380.00
	Budget	\$ 2,760.00	\$ 7,590.00
Existing Conditions Assessment			
3.1	Develop Project Study Report to identify and assess existing conditions	20%	\$ 260.00
3.2	Verify whether the lights match the list and whether they are working and covering the intended areas	20%	\$ 260.00
3.3	Assess the light quality (glare/light pollution or insufficient brightness)	20%	\$ 260.00
3.4	Assess whether the size of the light could be reduced or eliminated altogether	20%	\$ 260.00
3.5	Evaluate the light levels to find the dark spots and make recommendations for improving the lighting for safety	10%	\$ 65.00
	Budget	\$ 5,850.00	\$ 1,105.00
Mapping of Streetlight Location			
4.1	Prepare a comprehensive map of the citywide streetlight system.	60%	
4.2	Collect digital photographs of the project site		
	Budget	\$ 3,200.00	\$ -
Final Report			
5.1	Findings	5%	
5.2	Recommendations	10%	
	Budget	\$ 4,275.00	\$ -

Paid By	<i>[Signature]</i>
V#	10009552
PO #	17-01106
A/C #	1001-78-0000-1
A/C #	1262

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SUBTOTAL	\$ 8,695.00
Total Contract Amount	\$ 32,600.00
Balance Remaining	\$ 14,980.00
TOTAL DUE	\$ 8,695.00

Make all checks payable to EvanBrooksAssociates, Inc.
THANK YOU FOR YOUR BUSINESS!

OK TO PAY
[Signature]

EvanBrooksAssociates, Inc

1030 South Arroyo Parkway, Suite, 106
 Pasadena, CA 91105
 626.799.8011 office
 888.421.8798 fax

INVOICE

INVOICE NO. 16009-6

DATE September 1, 2016

CUSTOMER ID LA19

PROJECT ID 1907

TO Robert Delgado, Planner
 C/O, Community Development Director
 City of Compton, City Hall
 Community Development Department
 205 S Willowbrooks Ave.
 Compton, CA 90220

PROJECT NAME	PROJECT MGR CONTACT	Billing Period
Project Management Services, Compton Citywide Streetlight Assessment and Improvements Project	Hal Suetsugu	January 1- August

TASK	DESCRIPTION	PERCENTAGE COMPLETE	TOTAL BILLING
Project Development			
1.1	Meet with city staff to develop the project scope, schedule, and timeline	100%	
	Budget	\$ -	\$ -
Windshield Survey / Data Collection			
2.1	Staff will complete a windshield survey to identify light levels and dark spots	90%	100%
2.2	Collect list of the street lights that include the type, size, pole number and street location	40%	100%
	Budget	\$ 2,760.00	\$ 2,760.00
Existing Conditions Assessment			
3.1	Develop Project Study Report to identify and assess existing conditions	20%	60%
3.2	Verify whether the lights match the list and whether they are working and covering the intended areas	20%	60%
3.3	Assess the light quality (glare/light pollution or insufficient brightness)	20%	60%
3.4	Assess whether the size of the light could be reduced or eliminated altogether	20%	60%
3.5	Evaluate the light levels to find the dark spots and make recommendations for improving the lighting for safety	10%	60%
	Budget	\$ 4,745.00	\$ 2,847.00
Mapping of Streetlight Location			
4.1	Prepare a comprehensive map of the citywide streetlight system.	60%	85%
4.2	Collect digital photographs of the project site		
	Budget	\$ 3,200.00	\$ 2,720.00
Final Report			
5.1	Findings	5%	20%
5.2	Recommendations	10%	20%
	Budget	\$ 4,275.00	\$ 855.00
	SUBTOTAL		\$ 9,182.00
	Total Contract Amount		\$ 32,600.00
	Balance Remaining		\$ 5,798.00
	TOTAL DUE		\$ 9,182.20

Paid By	<i>AN</i>
V#	10007552
PO #	17-01104
A/C #	LISTED
A/C #	

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[Signature]

#21.

EvanBrooksAssociates, Inc

1030 South Arroyo Parkway, Suite 204
 Pasadena, CA 91105
 818.521.9947 cell
 888.421.8798 fax

INVOICE

INVOICE NO. 15007-6

DATE July 29, 2015

CUSTOMER ID LA19

PROJECT ID 1907

TO Steve Masura, Community Development Director
 City of Compton, City Hall
 Community Development Department
 205 S Willowbrooks Ave.
 Compton, CA 90220

PROJECT NAME	PROJECT MGR CONTACT	APPLICATION DUE	RATE
Project Management Services, Compton Citywide Streetlight Assessment and Improvements Project	Hal Suetsugu	June 1, 2015	

TASK	DESCRIPTION	PERCENTAGE COMPLETE	TOTAL BILLING
Project Development			
1.1	Meet with city staff to develop the project scope, schedule, and timeline	100%	\$ 1,600.00
	Budget	\$ 1,600.00	
Windshield Survey / Data Collection			
2.1	Staff will complete a windshield survey to identify light levels and dark spots		
2.2	Collect list of the street lights that include the type, size, pole number and street location		
	Budget	\$ 11,500.00	
Existing Conditions Assessment			
3.1	Develop Project Study Report to identify and assess existing conditions		
3.2	Verify whether the lights match the list and whether they are working and covering the intended areas		
3.3	Assess the light quality (glare/light pollution or insufficient brightness)		
3.4	Assess whether the size of the light could be reduced or eliminated altogether		
3.5	Evaluate the light levels to find the dark spots and make recommendations for improving the lighting for safety		
	Budget	\$ 6,500.00	
Mapping of Streetlight Location			
4.1	Prepare a comprehensive map of the citywide streetlight system.		
4.2	Collect digital photographs of the project site		
	Budget	\$ 8,000.00	
Final Report			
5.1	Findings		
5.2	Recommendations		
	Budget	\$ 5,000.00	

Paid By	AN
V#	10007552
PO #	1701106
A/C #	LISTED
A/C #	



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SUBTOTAL	\$ 1,600.00
Total Contract Amount	\$ 32,600.00
Balance Remaining	\$ 31,000.00
TOTAL DUE	\$ 1,600.00

OK TO PAY

EvanBrooksAssociates, Inc

1030 South Arroyo Parkway, Suite, 106
 Pasadena, CA 91105
 626.799.8011 office
 888.421.8798 fax

INVOICE

INVOICE NO. 17001-2

DATE January 3, 2017

CUSTOMER ID LA19

PROJECT ID 1907

TO Robert Delgado, Planner
 C/O, Community Development Director
 City of Compton, City Hall
 Community Development Department
 205 S Willowbrooks Ave.
 Compton, CA 90220

PROJECT NAME	PROJECT MGR CONTACT	Billing Period
Project Management Services, Compton Citywide Streetlight Assessment and Improvements Project	Hal Suetsugu	September 1- December 29, 2016

TASK	DESCRIPTION	PERCENTAGE COMPLETE	TOTAL BILLING
Project Development			
1.1	Meet with city staff to develop the project scope, schedule, and timeline	100%	
	Budget	\$ -	\$ -
Windshield Survey / Data Collection			
2.1	Staff will complete a windshield survey to identify light levels and dark spots	100%	100%
2.2	Collect list of the street lights that include the type, size, pole number and street location	100%	100%
	Budget	\$ -	
Existing Conditions Assessment			
3.1	Develop Project Study Report to identify and assess existing conditions	60%	100%
3.2	Verify whether the lights match the list and whether they are working and covering the intended areas	60%	100%
3.3	Assess the light quality (glare/light pollution or insufficient brightness)	60%	100%
3.4	Assess whether the size of the light could be reduced or eliminated altogether	60%	100%
3.5	Evaluate the light levels to find the dark spots and make recommendations for improving the lighting for safety	60%	100%
	Budget	\$ 1,422.80	\$ 1,423.80
Mapping of Streetlight Location			
4.1	Prepare a comprehensive map of the citywide streetlight system.	85%	100%
4.2	Collect digital photographs of the project site		
	Budget	\$ 480.00	\$ 480.00
Final Report			
5.1	Findings	20%	100%
5.2	Recommendations	20%	100%
	Budget	\$ 3,420.00	\$ 3,420.00
SUBTOTAL			\$ 5,323.80
Total Contract Amount			\$ 32,600.00
Balance Remaining			\$ -
TOTAL DUE			\$ 5,323.80

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associates

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 THANK YOU FOR YOUR BUSINESS!

OK TO PAY

Paid By	<i>[Signature]</i>
V#	10007552
PO #	17-0106
A/C #	LISTED
A/C #	(F)

