NOTICE

COMPTON CITY COUNCIL
AGENDA
Tuesday, November 06, 2012
5:45 PM

HEARING(S)

6:00 P.M. - PUBLIC HEARING - PROPOSED RE-ALIGNMENT OF ELECTORAL DISTRICTS (HEARING CANCELLED)

OPENING

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. OCTOBER 16, 2012

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

2. INVESTMENT REPORTS FOR THE CITY OF COMPTON AND THE SUCCESSOR AGENCY - **(Receive/File)**

   June 30, 2012
   July 31, 2012
   August 31, 2012
   September 30, 2012

CITY FIRE DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER WITH LIFE ASSIST, INC. FOR THE PURCHASE OF PHARMACEUTICALS AND MEDICAL SUPPLIES FOR THE FIRE DEPARTMENT

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES

CITY MANAGER'S REPORT

4. REQUEST TO SCHEDULE A SPECIAL MEETING WORKSHOP REGARDING TRAN FINANCING TRANSACTION **(November 8, 2012** at **5:00 p.m.)**

5. **ORAL/WRITTEN REPORT** - Compton Creek Maintenance Update **(Receive/File)**

CITY ATTORNEY'S REPORTS

6. CLAIM AGAINST THE CITY:

   Liberty Bell Agency v. City of Compton - I-8535/LI0000222A

CLOSED SESSION

7. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

   Board of Administration, CalPERS vs. City of Compton
   Warren/Shandell v. City of Compton - BC389182/TC020285
   Pursuant to California Government Code Section 54956.9(a)

8. CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION

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

UNFINISHED BUSINESS

NEW BUSINESS

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE COMPTON COURT RELATING TO COLLECTION OF FINES ON

PARKING CITATIONS

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TRANSFERRING FUNDS BETWEEN ACCOUNTS IN THE 2012/2013 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE DEPARTMENT OF PUBLIC HEALTH DRINKING WATER PROGRAM

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT $61,650 FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) NATIONAL TRANSIT DATA (NTD) FUNDS, AMEND THE PUBLIC WORKS BUDGET AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2009-2010

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER TO PSOMAS CORPORATION FOR ADDITIONAL ENGINEERING AND DESIGN SERVICES PERFORMED IN CONNECTION WITH THE GONZALES PARK GRADING AND DRAINAGE IMPROVEMENT PROJECT (CIP# 07-03)

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE LOCAL TAX COMPLIANCE SERVICES (BUSINESS LICENSE FEE AUDIT) AGREEMENT WITH MUNISERVICES, LLC TO EXPAND THE SCOPE OF SERVICES TO INCLUDE BILLBOARD AND CARD CLUB REVENUE AUDIT SERVICES

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CPA FIRM MGO TO PROVIDE INTERNAL AUDIT SERVICES FOR FISCAL YEAR 2010-2011

APPROVAL OF WARRANTS

15. Warrant #211812 - Date - 10/24/12 - Name - Malibu Pacific Tennis courts Inc. - Services - Repair/Replacement of Playground Equipment at various parks - Amount - $7,150.00 - Requested by: Parks
Warrant #212092 - Date - 10/30/12 - Name - Bank of the West - Services - Compensation to Bank of the West for late charges - Amount - $4,536.93 - Requested by: City Manager

    Total Amount - $11,686.93

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, November 13, 2012 @ 5:45 PM.

Visit our website at http://www.comptoncity.org

View Meetings Live at mms://livemedia.comptoncity.org:8080

OCTOBER 16, 2012

The City Council meeting was called to order at 5:51 p.m. in the Council Chambers of City Hall by Mayor Eric Perrodin. The Pledge of Allegiance and Moment of Silence ceremonies were also led by Mayor Perrodin.

ROLL CALL

Council Members Present:	**Zurita, Dobson, Arceneaux, Jones, Perrodin**
Council Members Absent:	**None**
Other Officials Present:	**C. Cornwell, A. Godwin, G. H. Duffey**

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. **CERTIFICATES OF APPRECIATION** - 2012 Youth Fire Explorer Academy Participants

Mayor Perrodin and the City Council recognized Firefighter Reginald Donald and the following individuals for their participation in the Compton Youth Fire Explorer Academy: Battalion Fire Chief Anthony Adams, Fire Captain Sunday Simms, Firefighter Kalima Golden, Firefighter Tyree Williams, Engineer Eric Malone, city employees Marvin Hunt and Anthony Cartwright. Explorers: Pamela S., Ginny Chan, Deputy Fire Chief Bryan Batiste, Charles Coleman, Rio Paste, Shelly Herd, Kenneth James, Doresha Lacey, Stacy L., Devon Malette, Sidney Ngos, Sierra Anderson, Landis Hampton, Gretchen Smith, Kelesa Dean, Jose Gomez, Jazmine Cleveland, R. Carder and D. Benitez.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Benjamin Holifield, Compton resident, commended the Fire Explorer Academy on their success; and thanked Parks and Recreation Director Marvin Hunt for the benches in front of Walton Middle School. He asked the city manager to install an array of lights in the park, as it is getting very busy; and also asked that city engineers inquire about the City's underground oil supply for would-be revenue resources. He requested the status of the traffic signals at Central and Compton Boulevard and Atlantic and Alondra Boulevard; and asked that the potholes along 137th Street be addressed.

Reverend Greg Alexander, Young Americans National Awareness Campaign, invited the City Council to attend the "H.O.R.S.E Tournaments" on Saturday, October 20, 2012 from 8 a.m. to 3 p.m. at Wilson Park.

Hiroshi Kawamura, P.E.P. Unlimited, mentioned the father-son relationships developing during the H.O.R.S.E. tournaments and asked that more family-oriented teams sign up.

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Father Francisco, Our Lady of Victory Church, thanked the City Council for allowing them the opportunity to host their 3-day carnival for the parish community last weekend; and invited them to attend their "Health Fair" to be held Sunday, October 21, 2012 from 8:30 a.m. to 3:30 p.m.

Mr. Carter, Compton resident, congratulated Councilperson Dobson and former councilperson Barbara Calhoun on the success of the "9th Annual Homeless Veterans Stand-down. Mr. Carter petitioned the City Council to keep the City's grants and budgets inline; and encouraged the citizens to visit the space shuttle at the Los Angeles Science Center October 30, 2012 through November 20, 2012.

Lee Wax, Coalition of Compton Unions, clarified that he urged a "no" vote on Proposition 32 at last week's City Council meeting.

Joyce Kelly, Compton resident, petitioned the City Council to request that Assemblyman Isadore Hall III write a bill that specifically addresses prostitution. Ms. Kelly also suggested that both Councilperson Dobson and Councilperson Jones inquire about the legalities, application and statement of issue documents within the proposed budget amendment to the 2012-2013 fiscal year budget.
She questioned the feasibility of merging the water department with another department when the state of California requires the director of the water department to have specialized certification. She proposed that the budget amendment be brought back if the council has not had enough time to thoroughly review it; and added that after an extensive evaluation of the background information, she discovered a significant amount of unclear and hidden things that could be construed as "pocket money." She implored the council to understand that respect begets respect and that the city manager and City Council work for the citizens.

Sheila Smith, Compton resident, petitioned the City Council to vote in opposition to the proposed budget amendment.

Barbara Calhoun, Compton resident and former councilperson, advocated for early childhood education in the City of Compton.

Lynn Boone, Compton resident, petitioned the City Council to vote against the proposed budget amendment. She argued that the City Charter in the City of Compton, as it relates to Sections 709-711 and 713 could not arbitrarily be changed to match the city of Oroville. She contended that a consolidation of departments would not work for a population reaching 100,000 simply because it worked for a population of 14,000 in the city of Oroville. She reasoned that the city manager had not addressed the employees that were laid off; citing that more employees would be laid off, positions eliminated, and more people brought in, if the City Council takes action on Item Number Five. She also claimed that the city manager had yet to address anything that would generate high volumes of revenue and therefore not worth the added $20,000 in his contract.

City Manager Duffey clarified that the proposed budget amendment does not eliminate any positions and advised the citizens to contact the labor organizations for more information. He reiterated that the proposal does not eliminate any positions but on the contrary, recommends additional positions.

City Manager Duffey also noted that the report is a forecast and first quarter update, which is prudent for the City Council to do regularly.

Councilperson Arceneaux asked the City Attorney to provide a legal opinion on the proposed consolidation of departments.

City Attorney Cornwell explained that City Charter Section 1103 deals with the process for combining departments; which is 1) required to go before the Personnel Board; 2) hold hearings at that level and then 3) come before the City Council for approval.

Councilperson Arceneaux assured the citizens that it is not illegal to consolidate departments and has even been a suggestion of previous city managers.

5:50 P.M. - PUBLIC HEARING - WASTE HAULING FRANCHISE AGREEMENT (Item #6)

On motion by Arceneaux, seconded by Zurita, the public hearing was opened at 6:46 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Dobson, Arceneaux, Jones, Perrodin
NOES: Council Members - None
ABSENT:Council Members - None

City Attorney Cornwell announced the following parameters set at the conclusion of the public hearing held July 2012, to consider the waste hauling franchise agreement between Pacific Coast Waste & Recycling and the City of Compton:

- The company be given the right of first refusal to purchase city-owned property at 1105 Alameda Street.

- The company shall payoff in full the 2000 solid waste management facility's variable rate revenue bond by December 31, 2013 (valued at $880,000).
- The City is to transfer titles and obligation to maintain all solid waste collection vehicles currently owned by the City, but used by the waste hauling company.

- The franchise agreement is to maintain the rate schedule implemented by the current franchise agreement between the parties.

This is a 10-year agreement effective October 1, 2012 to September 30, 2022 wherein:

-The company may automatically extend this agreement for an additional two years by paying an extension fee of $500,000 prior to June 30, 2014.

-The City is to receive a monthly franchise fee of 10% ($300,000 increase annually) of

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receivables effective October 1, 2012.

-The caveats of the franchise fee can be increased by 1% in any month that receivables are paid to the company within the 35 day turnaround; and reduced by 2% in any month that the City becomes more than two payments behind.

-The City shall convey an interest in city-owned collection vehicles to secure performance by the company under the franchise agreement for $556,000; with $250,000 due no later than January 30, 2013 and a subsequent payment of $306,000 due June 1, 2013.

- The City is to convey an interest in city-owned bins for $162,730.

- The agreement has been slightly restructured and changed to the point where the City felt it necessary to receive public comments.

Note: No. 5 of the final whereas clause has been removed from the contract.

AUDIENCE COMMENTS ON THE HEARING

Benjamin Holifield, Compton resident, spoke in favor of this franchise agreement, due to the vast amount of community service provided by this company.

Lynn Boone, Compton resident, cited multiple violations of Section 1202 of the City Charter, and conflicts of interest among councilpersons having received campaign contributions from this waste hauler.

Barbara Calhoun, former councilperson and Compton resident, cited a variety of scholarship contributions and cleanup events that this company's participated in and questioned if other companies have committed themselves to contribute on the same level.

On motion by Dobson, seconded by Arceneaux, the hearing was closed at 7:01 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Dobson, Arceneaux, Jones, Perrodin
NOES: Council Members - None
ABSENT:Council Members - None

COUNCIL COMMENTS ON THE HEARING

Councilperson Dobson articulated her support for this franchise agreement, citing that other waste haulers have in no way contributed anything other than their contract services.

Councilperson Arceneaux asked the city attorney to address the speaker's accusations concerning businesses donating campaign contributions to councilpersons. Ms. Arceneaux affirmed that this company is a true example of corporate partnership; they are always available, and have even written into their contracts that they would commit to providing college scholarships, employment opportunities and youth program activities.

City Attorney Cornwell clarified that there were no violations to conflicts of interest laws or requirements.
Councilperson Arceneaux encouraged the citizens to first verify the information they disseminate at the podium.

Councilperson Zurita congratulated the city manager for negotiating a four percent increase in the franchise fee; and complimented the company for excellent service, clean vehicles and monetary contributions to the Compton community.

Councilperson Jones stated that he was pleased to hear that the city manager was successful in acquiring an agreement that benefits both the City of Compton and Pacific Coast Waste & Recycling.

Councilperson Jones stated that he was also pleased with the near immediate responses of Pacific Coast Waste & Recycling to address the citizen's complaints concerning trash bins.

Mayor Perrodin and City Manager Duffey discussed the legalities, and potential cost advantages and disadvantages of approving this franchise agreement with Pacific Coast Waste & Recycling LLC.

It was motioned by Arceneaux, and seconded by Zurita to approve Item Number Six.

City Attorney Cornwell indicated that the last line of the resolution in the final whereas clause regarding commercial and industrial accounts would be deleted; the franchise fee will begin October 1, 2012; and a revised resolution will be provided consistent with all changes.

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A WASTE HAULING FRANCHISE AGREEMENT WITH PACIFIC COAST WASTE AND RECYCLING LLC

On motion by Zurita, seconded by Arceneaux, **Resolution # 23,628** entitled **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A WASTE HAULING FRANCHISE AGREEMENT WITH PACIFIC COAST WASTE AND RECYCLING LLC"** was approved to include the corrections previously stated by the City Attorney, by the following vote on roll call:

AYES: Council Members - Zurita, Dobson, Arceneaux, Jones, Perrodin
NOES: Council Members - None
ABSENT: Council Members - None

CONSENT AGENDA

#1.

ITEMS REMOVED FROM THE CONSENT AGENDA - There were no items removed from the Consent Agenda.

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

AYES: Council Members - Zurita, Dobson, Arceneaux, Jones, Perrodin
NOES: Council Members - None
ABSENT: Council Members - None

APPROVAL OF MINUTES

2. SEPTEMBER 27, 2012 (Regular Adjourned) - Approved.
   SEPTEMBER 27, 2012 (Special Meeting) - Approved.
   OCTOBER 2, 2012 - Approved.

END CONSENT AGENDA

REGULAR AGENDA

CITY MANAGER'S REPORT- There was no City Manager's Reports.

CITY ATTORNEY'S REPORTS

3. CLAIM AGAINST THE CITY:

   Albert Alexander v. City of Compton - I-8533/LI0000219A

On motion by Arceneaux, seconded by Zurita, the above claim was denied, by the following vote on roll call:

AYES: Council Members - Zurita, Dobson, Arceneaux, Jones, Perrodin
NOES: Council Members - None
ABSENT: Council Members - None

4. ORAL REPORT: NEW CITY OF COMPTON SMOKE FREE ORDINANCE

City Attorney Cornwell presented a brief Power Point presentation regarding the City of Compton's smoke free ordinance effective November 25, 2012 in the following areas: parks, recreation areas, outdoor dining areas, within 25 feet of all public entryways, exits, vents, windows, services areas, bus stops, waiting lines, public events (parades and festivals) indoor and outdoor common areas of apartment buildings and all apartment units (effective January 2013).

UNFINISHED BUSINESS- There was no Unfinished Business.

NEW BUSINESS

5. A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE 2012-2013 FISCAL YEAR BUDGET TO REDUCE GENERAL FUND EXPENDITURE AND INCREASE THE COMPTON LOCAL HOUSING AUTHORITY REVENUE AND EXPENDITURE APPROPRIATIONS BASED ON THE FIRST QUARTER BUDGET REVIEW

It was motioned by Zurita, and seconded by Arceneaux to consider this item.

City Manager Duffey presented a staff report on the 2012-2013 fiscal year first quarter review.

***A copy of the first quarter review is available in the City Manager's Office.**

Councilperson Arceneaux recommended the City charge a billboard usage fee.

Councilperson Jones asked that a cost savings component be added to the general fund; and requested the timeline for the restructuring.

City Manager Duffey stated that he anticipates coming back to council with a request to consolidate the public works and municipal water department in November 2012, and a complete restructuring by January 1, 2013.

Councilperson Dobson stated that she was pleased with the city manager's report and optimistic that the City would recover.

Councilperson Zurita asked the city manager if a consolidation of departments would negatively affect the general fund. City Manager Duffey affirmed that there should be no negative impacts on the general fund.

Councilperson Zurita thanked the city manager for presenting a quarterly report, which will keep the City's financial standing transparent and accountable.
Mayor Perrodin asked the city manager why the statements of issue do not include the resolution's proposal to authorize the city manager to reduce general appropriations by $2,321,260.00 from a fund account.
City Manager Duffey confirmed that the information is provided in the background information.

Mayor Perrodin asked the city manager to address section one of the resolution which suggests that the city manager would be authorized to reduce general fund appropriations by $2.3 million from a fund account.

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City Manager Duffey assured the Mayor that the information is provided in attachment number four in Resolution No. 23,422; Bond Proceeds.

Mayor Perrodin asked the city attorney to address the approval of Resolution No. 23,422 because in his opinion, it was a budget amendment.

City Attorney Cornwell clarified that if appropriated amounts are not changed in the approval of a resolution, there is no amendment to the budget. And as it relates to the fund account, Mr. Cornwell explained that this resolution would assign lease revenue bond dollars to the appropriated amount with no effect to the budget.

Mayor Perrodin reiterated that he believes Resolution No. 23,422 is a budget amendment which is a legal issue that he does not agree with. Therefore, he stated that he would do whatever he could to seek court action to stop any further endeavors to approve this resolution, due to fraudulent expenditure reporting.

City Attorney Cornwell stated that if this were a four vote item, the city controller would not pay it because he does not have it in the budget; a resolution would have to be created and approved in order for him to add accounts and fulfill requests to process payments.

City Manager Duffey clarified that he is simply proposing to reduce the $2.3 million appropriation in the general fund.

Mayor Perrodin stated that he is still suspicious about the reason why the language in the statements of issue would be different from the background information in the resolution; and suggested that they be separated into two different resolutions. City Manager Duffey stated that everything the Mayor asked about the budget is attached to this resolution, and the only reason there are only two items in the resolution is because they are the only two items that require any action from council.

Mayor Perrodin inquired about the account number for the $2.3 million appropriation.

Stephen Ajobiewe, City Controller, reported that the monies are located in a general fund non-departmental account under account number 4290. Mr. Ajobiewe indicated that the resolution would give the city manager the authorization to reduce the general fund expenditures by $2.3 million.

Mayor Perrodin asked if this request is due to the City paying $2.3 million. Mr. Ajobiewe replied affirmatively from the lease revenue bonds.

Mayor Perrodin requested the resolution that authorized the bond payment. Mr. Ajobiewe explained that the resolution authorized the city manager to instruct the U.S. Bank fiscal agent to make the transfer of funds.

City Manager Duffey stated that he instructed the city controller to provide him with the paperwork to change the name from the previous city manager, and the funds were transferred from the bank account to the payment based upon Resolution No. 23,422.

Mayor Perrodin asked the city controller why he did not perform the transaction. City Controller Ajobiewe stated that the language of the resolution authorized the city manager to send written documentation to the fiscal agent.

Mayor Perrodin asked the city controller if he delegated his authority to the city manager to disburse funds in accordance to Section 708 of the City Charter. City Controller Ajobiewe indicated that the resolution that was passed authorized the city manager to disburse those funds.

Councilperson Dobson recommended the removal of this item and that a workshop be held for further discussion.

Councilperson Arceneaux spoke in favor of this resolution because it authorizes an outstanding bond payment, in addition to the explanation received from the city attorney that the city manager had the authority to make the payment.

City Manager Duffey clarified that this item pertains to an action to reduce the amount of money that the City cannot spend in the budget, and then send a signal to the public that the City of Compton has a balanced budget.

Mayor Perrodin stated that he would like to signal to the world that Compton is doing things decent, and in order. The Mayor also noted that a payment to the debt service should have never been authorized because it was a budget amendment.

Councilperson Dobson asked the city attorney if the approval of this item is legal. City Attorney Cornwell replied affirmatively.

Mayor Perrodin cited attachment number six under Resolution No. 23,533 and asked if Community Development Block Grant funds previously allocated to a business that is no longer in existence redistributed to more deserving entities. City Manager Duffey stated that a public hearing has been scheduled for the month of November 2012 for the council to consider how they want to distribute those funds.

Mayor Perrodin called for the vote.

Councilperson Dobson referenced the city attorney's affirmation that this resolution is legal, but abstained from voting due to a lack of understanding.

Mayor Perrodin advised Councilperson Dobson to do her own due diligence to ensure that issues she votes on are legal.

Councilperson Zurita asked the city attorney if his legal opinion stands up in the court of law. City Attorney Cornwell affirmed that it is his chartered mandated duty to advise this City

#1.

Council, and if they are challenged in court, the advice that went into the actual decision would not be relevant at that point.

On motion by Zurita, seconded by Arceneaux, **"A RESOLUTION OF THE CITY OF COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE 2012-2013 FISCAL YEAR BUDGET TO REDUCE GENERAL FUND EXPENDITURE AND INCREASE THE COMPTON LOCAL HOUSING AUTHORITY REVENUE AND EXPENDITURE APPROPRIATIONS BASED ON THE FIRST QUARTER BUDGET REVIEW**" failed, by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones
NOES: Council Members - Perrodin
ABSENT: Council Members - None
ABSTAIN: Council Members - Dobson

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

COUNCIL COMMENTS

Councilperson Jones solicited volunteers for the "Fourth District Cleanup" event hosted by the Just Do Good organization to be held Saturday, October 20, 2012 at 7:30 a.m. at Vanguard Learning Center. For more information, please call his office at (310) 605-5662 or Just Do Good at (562) 333-4022.

Councilperson Jones invited the citizens and their families to attend the "Children's Fall Festival" event to be held on Saturday, October 27, 2012 from 10 a.m. to 2 p.m. at Kelly Park.

Councilperson Jones announced the "4th Annual Taste of Soul" event to be held on Saturday, October 20, 2012 on Crenshaw Boulevard between Stocker and Rodeo Road.

Councilperson Zurita announced the "First Annual Walk for A Cure" co-hosted by Assemblyman Isadore Hall III and School Board member Satra Zurita. The event will be held Saturday, October 27, 2012. Event registration is at 7 a.m. on the corner of Greenleaf and Wilmington Boulevard.

Councilperson Zurita reminded the citizens to call Pacific Coast Waste & Recycling to schedule a bulky waste pick-up at (310) 635-2955.

Councilperson Zurita notified the residents that a report on the Williams Street alley and traffic signal would be included in the city manager's report scheduled for October 23, 2012.

Councilperson Zurita announced the following City Hall closure dates: Monday, November 12, 2012, Wednesday November 21, 2012 and Thursday, November 22, 2012.

Councilperson Zurita wished Councilperson Arceneaux happy birthday.

Councilperson Dobson thanked Planet of Plants and AM Vets for their contributions to the "Homeless Veterans Stand-down" event.

Councilperson Dobson notified the residents that the Metro meeting has been rescheduled until the month of January 2013.

Councilperson Arceneaux urged the residents to apply for the Los Angeles County Superior Court 2013-2014 Civil Grand Jury. The application deadline is November 26, 2012 and qualified applicants must be willing to dedicate 30-40 hours per week. If you would like additional information, please call (213) 893-1047 or go to www.grandjury.co.la.ca.us.

Councilperson Arceneaux stated that she had the opportunity to attend the Dominguez Rancho Adobe Museum last Sunday, in which a reenactment of the 165th Anniversary of the "Battle of Dominguez Hills" was held. She encouraged the Compton Unified School District to see the history that exists at the museum at 18127 South Alameda Street.

Councilperson Zurita out at 10:15 p.m.

Mayor Perrodin wished City Clerk Alita Godwin a Happy Birthday.

Mayor Perrodin thanked the members of the Block Club Commission for inviting him to attend their community conference at Gonzales Park; and encouraged other residents to form, or join a block club in their neighborhood.

Mayor Perrodin acknowledged Pastor Rayford Owens and Faith Inspirational Church for their commitment to the "Fourth District Cleanup."

Mayor Perrodin announced the "H.O.R.S.E. Tournaments" to be held Saturday, October 20, 2012 from 8:30 a.m. to 3 p.m. at Wilson Park.

Mayor Perrodin also announced the Our Lady of Victory "Health Fair" to be held on Sunday, October 21, 2012 from 8:30 a.m. to 3 p.m. The Mayor also mentioned the Concerned Citizen's Committee meeting to be held on Saturday, October 20, 2012 at 5 p.m. at Lutheran Church.

ADJOURNMENT

On motion by Arceneaux, seconded by Dobson, the meeting was adjourned at 10:39 p.m., by the following vote on roll call:

#1.

AYES: Council Members - Dobson, Arceneaux, Jones, Perrodin
NOES: Council Members - None
ABSENT: Council Members - Zurita

Clerk of the City of Compton	**Mayor of the City of Compton**

#2.

DATE: NOVEMBER 6, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY TREASURER

SUBJECT: INVESTMENT REPORTS

IN ORDER TO COMPLY WITH STATE LAW AND THE CITY'S INVESTMENT POLICY, THE ATTACHED REPORTS ACCURATELY REFLECTS ALL POOLED INVESTMENTS HELD ON BEHALF OF THE CITY AND SUCESSOR AGENCY AS OF JUNE 30, 2012, JULY 31, 2012, AUGUST 31, 2012 AND SEPTEMBER 30, 2012.

DOUGLAS SANDERS
CITY TREASURER

MBER.

#2.

DATE: NOVEMBER 6, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY TREASURER

SUBJECT: INVESTMENT REPORTS

IN ORDER TO COMPLY WITH STATE LAW AND THE CITY'S INVESTMENT POLICY, THE ATTACHED REPORTS ACCURATELY REFLECTS ALL POOLED INVESTMENTS HELD ON BEHALF OF THE CITY AND SUCESSOR AGENCY AS OF JUNE 30, 2012, JULY 31, 2012 AND AUGUST 31,2012.

DOUGLAS SANDERS
CITY TREASURER

MBER.

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

Fiscal Year 2011-2012
Portfolio Management
Portfolio Summary
June 30, 2012

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Passbook/Checking Accounts -2	303,926.69	303,926.69	303,926.69	4.70	1	1	4.932	5.000
Local Agency Investment Funds	5,444,412.89	5,444,412.89	5,444,412.89	84.13	1	1	1.605	1.627
Managed Pool & Money Market Account	722,873.42	722,873.42	722,873.42	11.17	1	1	1.593	1.615
Investments	**6,471,213.00**	**6,471,213.00**	**6,471,213.00**	**100.00%**	**1**	**1**	**1.760**	**1.784**

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	1,627.00	28,653.68	28,653.68
Average Daily Balance	**6,271,122.50**		
Effective Rate of Return	**0.32%**		

This report reflects all pooled investments and conforms to 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 of why sufficient cash funds may or may not be available. The investment program MAY NOT provide sufficient cash to meet six months of estimated expenditures. As stated in previous reports cash revenue has been very slow and is expected to remain so for the remainder of the fiscal year. The City approved the budget for the 2012-2013 fiscal year but it shows a deficit of approximately three to four million dollars. This shortfall will not help the city's cash flow and meet its expenditures. On June 27, 2012 Mayer Hoffman McCann issued its Independent Auditor's Report stating that it was "unable to determine the financial impact of this allegation on 2011 financial Statements". As stated in the auditor's report, "On December 1, 2011 the Mayor of the City of Compton sent a letter to the California State Controller alleging waste, fraud and abuse of public monies. Auditor's inquiries made to the mayor went unanswered; therefore, we were unable to determine the financial impact of this allegation on the City of Compton's Financial Statements as of and for the fiscal year ending June 30, 2011. Furthermore the City of Compton did not take the necessary steps to evaluate the financial impact of the allegation made, nor did the Mayor of the City of Compton respond to auditor inquiries. We were unable to satisfy ourselves about these matters by means of other audit procedures. Because of the significance of the matters discussed in the preceding paragraph, the scope of our work was not sufficient to enable us to express, and we do not express, an opinion on the financial statement referred to in the first paragraph."
This non opinion by the Independent Auditors has had a major impact on the city. The bond rating will drop and the city could be delisted from S&P and Moody. The credit rating will surely drop as well, as preventing the city from securing a line of credit. The city had approximately four million in the City's General Bank Account as of June 30, 2012, but had over 7.2 million dollars in warrants to pay to vendors.
The pricing of securities is done by Union Bank and Interactive Data Services. Moody Investor Service rates the State Pool Accounts AAA.

Treasury Rates as of 6/30/12
03 months --- 0.081
06 months --- 0.152
12 months --- 0.203

10-31-12

DOUGLAS SANDERS, CITY TREASURER

Reporting period 06/01/2012-06/30/2012

Date: 10/31/2012 - 10:46

#2.

Portfolio FY12
AC
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.3b

#2.

Fiscal Year 2011-2012
Portfolio Management
Portfolio Details - Investments
June 30, 2012

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Passbook/Checking Accounts -2												
4000	4000	Neighborhood Improvement			303,926.69	303,926.69	303,926.69	5.000	4.932	5.000	1	
		Subtotal and Average	**303,866.50**		**303,926.69**	**303,926.69**	**303,926.69**		**4.932**	**5.000**	**1**	
Local Agency Investment Funds												
6000	6000	General City			644,392.20	644,392.20	644,392.20	1.510	1.489	1.510	1	
6005	6005	Surplus Tax			135,026.44	135,026.44	135,026.44	2.770	2.732	2.770	1	
6011	6011	CRA Low Cost Housing			176,136.41	176,136.41	176,136.41	2.770	2.732	2.770	1	
6006	6006	Land Sales CRA			9,441.42	9,441.42	9,441.42	2.770	2.732	2.770	1	
6019	6019	EDA Revolving Loan			433,547.09	433,547.09	433,547.09	1.510	1.489	1.510	1	
6002	6002	Prop C			1,036,768.40	1,036,768.40	1,036,768.40	1.510	1.489	1.510	1	
6027	6027	River Mountain Conservancy			11,679.05	11,679.05	11,679.05	1.510	1.489	1.510	1	
6028	6028	HUD Section 108			6,845.05	6,845.05	6,845.05	2.770	2.732	2.770	1	
6004	6004	Local Housing Authority			1,067.70	1,067.70	1,067.70	1.510	1.489	1.510	1	
6007	6007	CRA			2,351.89	2,351.89	2,351.89	2.770	2.732	2.770	1	
6003	6003	Sewer Bond Proceeds			86,926.18	86,926.18	86,926.18	1.510	1.489	1.510	1	
6009	6009	Public Finance Authority			177,650.65	177,650.65	177,650.65	2.770	2.732	2.770	1	
6022	6022	Regional Park			2,722,580.41	2,722,580.41	2,722,580.41	1.510	1.489	1.510	1	
		Subtotal and Average	**5,244,412.89**		**5,444,412.89**	**5,444,412.89**	**5,444,412.89**		**1.605**	**1.627**	**1**	
Managed Pool & Money Market Account												
5004	5004	Formal Assurance Prg Money Mkt			123,045.43	123,045.43	123,045.43	1.300	1.282	1.300	1	
5001	5001	5116 Highmark Fund			421,017.03	421,017.03	421,017.03	1.680	1.657	1.680	1	
5006	5006	1001 Highmark Fund			178,278.66	178,278.66	178,278.66	1.680	1.657	1.680	1	
5005	5005	Rental Rehab Prg Money Market			202.66	202.66	202.66	1.300	1.282	1.300	1	
5003	5003	Residential Rehab Money Market			329.64	329.64	329.64	1.300	1.282	1.300	1	
5010	5010	Corporate Trust Services			0.00	0.00	0.00	1.730	1.706	1.730	1	
		Subtotal and Average	**722,843.12**		**722,873.42**	**722,873.42**	**722,873.42**		**1.593**	**1.615**	**1**	
		Total and Average	**6,271,122.50**		**6,471,213.00**	**6,471,213.00**	**6,471,213.00**		**1.760**	**1.784**	**1**	

Fiscal Year 2011-2012
Portfolio Management
Interest Earnings Summary
June 30, 2012

	June 30 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	93.62	37,272.00
Plus Accrued Interest at End of Period	-49,102.10	-48,492.86
Less Accrued Interest at Beginning of Period	(-50,635.48)	(-39,874.54)
Interest Earned during Period	1,627.00	28,653.68
Total Interest Earned during Period	**1,627.00**	**28,653.68**
Total Adjustments from Premiums and Discounts	**0.00**	**0.00**
Total Capital Gains or Losses	**0.00**	**0.00**
Total Earnings during Period	**1,627.00**	**28,653.68**

#2.

#2.

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
JUNE 30, 2012

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BANK	950,979.97
1001	GENERAL CITY ACCOUNT	BANK OF THE WEST	4,043,134.51
1022	POLICE DRUG PROPERTY FORFEITURE	BANK OF THE WEST	2,641.93
1200	SA SURPLUS TAX	BANK OF THE WEST	0.00
1300	LANDSALES	COMERICA	29,263.47
1900	PROP C	BANK OF THE WEST	143,059.59
	JTPA - CAREERLINK	BANK OF THE WEST	423,534.57
2820	HOUSING AUTHORITY	BANK OF THE WEST	1,720,812.10
4000	SA FOR CRA	BANK OF THE WEST	0.00
5116	SEWER BONDS PROCEEDS	BANK OF THE WEST	327,290.00
6300	WORKERS COMP	BANK OF THE WEST	74,362.49
6400	LIABILITY	BANK OF THE WEST	56,591.56
	HOME LOAN PROGRAM	BANK OF THE WEST	77,108.94
1001	COC PARKING VIOLATIONS	BANK OF THE WEST	122,516.71
9203	PUBLIC FINANCE AUTHORITY	BANK OF THE WEST	974.59
1001	EMERGENCY MEDICAL SERVICES COC	BANK OF THE WEST	267,506.20
1203	SA LOW COST HOUSING	BANK OF THE WEST	0.00
1001	COC REGIONAL PARK	BANK OF THE WEST	963.80

#2.

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
JUNE 30, 2012

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
2820	COC - FAMILY SELF SUFFICIENCY	BANK OF THE WEST	400,127.52
1001	COC - CHANGE FUND	BANK OF THE WEST	292.00
2818	SECTION 108 - HUD FUND	BANK OF THE WEST	2,791,697.67
1520	MEASURE R	BANK OF THE WEST	1,755,945.92
2000	PROP A	BANK OF THE WEST	1,071,137.89

#2.

CITY OF COMPTON
Portfolio Management
Portfolio Summary
July 31, 2012

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	303,991.05	303,991.05	303,991.05	3.67	1	1	4.932	5.000
Local Agency Investment Funds	7,249,011.29	7,249,011.29	7,249,011.29	87.59	1	1	1.207	1.223
Managed Pool & Money Market Account	722,899.49	722,899.49	722,899.49	8.73	1	1	1.593	1.615
Investments	**8,275,901.83**	**8,275,901.83**	**8,275,901.83**	**100.00%**	**1**	**1**	**1.377**	**1.396**

Total Earnings	July 31 Month Ending	Fiscal Year To Date
Current Year	9,701.43	9,701.43
Average Daily Balance	**8,041,776.23**	**8,041,776.23**
Effective Rate of Return	**1.42%**	**1.42%**

This report reflects all pooled investments and conforms to 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 of why sufficient cash funds may or may not be available. The investment program MAY NOT provide sufficient cash to meet six months of estimated expenditures. As stated in previous reports cash revenue has been very slow and is expected to remain so for the current the fiscal year. The current fiscal year 2012-2013 has a projected deficit and as of July 30, 2012 has cash in the City's General Bank Account of approximately \$2.7 million and \$4.5 million in outstanding warrants to be paid to vendors. The fallout of the Independent Auditor's Report was that certain bonds for which the City is respondable have dropped down to junk status by the Bond Rating Agency. The council has hired another City Manager, not a temporary City Manager. Our City suffers from a lack of leadership in this fiscal crisis. I am hopeful that the new City Manager will show that leadership.
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 07/31/12
03 months — 0.96
06 months — 0.132
12 months — 0.157

DOUGLAS SANDERS, CITY TREASURER

10-31-12

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
July 31, 2012

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Passbook/Checking Accounts -2												
4000	4000	Neighborhood Improvement			303,991.05	303,991.05	303,991.05	5.000	4.932	5.000	1	
		Subtotal and Average	**303,928.77**		**303,991.05**	**303,991.05**	**303,991.05**		**4.932**	**5.000**	**1**	
Local Agency Investment Funds												
6000	6000	General City			644,964.56	644,964.56	644,964.56	1.510	1.489	1.510	1	
6005	6005	SA Surplus Tax			135,146.37	135,146.37	135,146.37	2.770	2.732	2.770	1	
6011	6011	SA Low Cost Housing			176,292.86	176,292.86	176,292.86	2.770	2.732	2.770	1	
6006	6006	Land Sales SA			0.00	0.00	0.00	2.770	2.732	2.770	1	
6029	6029	Measure R		07/05/2012	1,800,000.00	1,800,000.00	1,800,000.00		0.000	0.000	1	
6019	6019	EDA Revolving Loan			433,932.18	433,932.18	433,932.18	1.510	1.489	1.510	1	
6002	6002	Prop C			1,037,452.10	1,037,452.10	1,037,452.10	1.510	1.489	1.510	1	
6027	6027	River Mountain Conservancy			11,689.42	11,689.42	11,689.42	1.510	1.489	1.510	1	
6028	6028	HUD Section 108			6,850.89	6,850.89	6,850.89	2.770	2.732	2.770	1	
6004	6004	Local Housing Authority			1,068.62	1,068.62	1,068.62	1.510	1.489	1.510	1	
6007	6007	Successor Agency General			11,803.79	11,803.79	11,803.79	2.770	2.732	2.770	1	
6003	6003	Sewer Bond Proceeds			87,003.39	87,003.39	87,003.39	1.510	1.489	1.510	1	
6009	6009	Public Finance Authority			177,808.44	177,808.44	177,808.44	2.770	2.732	2.770	1	
6022	6022	Regional Park			2,724,998.67	2,724,998.67	2,724,998.67	1.510	1.489	1.510	1	
		Subtotal and Average	**7,014,973.20**		**7,249,011.29**	**7,249,011.29**	**7,249,011.29**		**1.207**	**1.223**	**1**	
Managed Pool & Money Market Account												
5004	5004	Formal Assurance Prg Money Mkt			123,071.48	123,071.48	123,071.48	1.300	1.282	1.300	1	
5001	5001	5116 Highmark Fund			421,017.03	421,017.03	421,017.03	1.680	1.657	1.680	1	
5006	5006	1001 Highmark Fund			178,278.66	178,278.66	178,278.66	1.680	1.657	1.680	1	
5005	5005	Rental Rehab Prg Money Market			202.67	202.67	202.67	1.300	1.282	1.300	1	
5003	5003	Residential Rehab Money Market			329.65	329.65	329.65	1.300	1.282	1.300	1	
		Subtotal and Average	**722,874.26**		**722,899.49**	**722,899.49**	**722,899.49**		**1.593**	**1.615**	**1**	
		Total and Average	**8,041,776.23**		**8,275,901.83**	**8,275,901.83**	**8,275,901.83**		**1.377**	**1.396**	**1**	

#2.

#2.

CITY OF COMPTON
Portfolio Management
Interest Earnings Summary
July 31, 2012

	July 31 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	4,688.83	4,688.83
Plus Accrued Interest at End of Period	-44,089.50	-44,089.50
Less Accrued Interest at Beginning of Period	(-49,102.10)	(-49,102.10)
Interest Earned during Period	9,701.43	9,701.43
Total Interest Earned during Period	**9,701.43**	**9,701.43**
Total Adjustments from Premiums and Discounts	**0.00**	**0.00**
Total Capital Gains or Losses	**0.00**	**0.00**
Total Earnings during Period	**9,701.43**	**9,701.43**

#2.

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
JULY 31, 2012

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BANK	1,357,453.08
1001	GENERAL CITY ACCOUNT	BANK OF THE WEST	3,218,650.39
1022	POLICE DRUG PROPERTY FORFEITURE	BANK OF THE WEST	2,641.93
1200	SA SURPLUS TAX	BANK OF THE WEST	0.00
1300	LANDSALES	COMERICA	0.00
1900	PROP C	BANK OF THE WEST	199,172.72
	JTPA - CAREERLINK	BANK OF THE WEST	49,772.37
2820	HOUSING AUTHORITY	BANK OF THE WEST	1,936,344.00
4000	SA GENERAL	BANK OF THE WEST	2,055,956.94
5116	SEWER BONDS PROCEEDS	BANK OF THE WEST	327,290.00
6300	WORKERS COMP	BANK OF THE WEST	112,782.07
6400	LIABILITY	BANK OF THE WEST	58,196.04
	HOME LOAN PROGRAM	BANK OF THE WEST	77,108.94
1001	COC PARKING VIOLATIONS	BANK OF THE WEST	157,219.65
9203	PUBLIC FINANCE AUTHORITY	BANK OF THE WEST	974.59
1001	EMERGENCY MEDICAL SERVICES COC	BANK OF THE WEST	343,825.53
1203	SA LOW COST HOUSING	BANK OF THE WEST	0.00
1001	COC REGIONAL PARK	BANK OF THE WEST	963.80

#2.

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
JULY 31, 2012

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
2820	COC - FAMILY SELF SUFFICIENCY	BANK OF THE WEST	400,161.41
1001	COC - CHANGE FUND	BANK OF THE WEST	242.00
2818	SECTION 108 - HUD FUND	BANK OF THE WEST	2,791,697.67
1520	MEASURE R	BANK OF THE WEST	44,418.65
2000	PROP A	BANK OF THE WEST	464,777.50

#2.

CITY OF COMPTON
Portfolio Management
Portfolio Summary
August 31, 2012

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	304,055.42	304,055.42	304,055.42	3.67	1	1	4.932	5.000
Local Agency Investment Funds	7,249,011.29	7,249,011.29	7,249,011.29	87.59	1	1	1.207	1.223
Managed Pool & Money Market Account	722,925.57	722,925.57	722,925.57	8.74	1	1	1.593	1.615
Investments	**8,275,992.28**	**8,275,992.28**	**8,275,992.28**	**100.00%**	**1**	**1**	**1.377**	**1.396**

Total Earnings	August 31 Month Ending	Fiscal Year To Date
Current Year	9,703.32	19,404.75
Average Daily Balance	**8,275,904.75**	**8,158,840.49**
Effective Rate of Return	**1.38%**	**1.40%**

This report reflects all pooled investments in conformity to 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 of why sufficient cash funds may or may not be available. The investment program MAY NOT provide sufficient cash to meet six months of estimated expenditures. As stated in previous reports cash revenue has been very slow and is expected to remain so for the current the fiscal year. The City receives its major revenue in property taxes and DMV fees in December, January, April and May of each fiscal year on the 20th of those months. The City budget currently has a projected deficit. As of August 30, 2012 the City had approximately $4 million in the General Bank Account and $6.3 million in outstanding warrants to be paid to vendors. In addition the City has bond payments due in September of approximately $1.1 million for the Lease Revenue Bonds; $ 471,966 for the 1998 Sewer Bonds and $ 524,903 for the 2009 Sewer Revenue Bonds. Hence more demands of cash from the already limited City resources. Further fallout of the Independent Auditor's Report is more downgrading of the City's Bond Rating by the Rating Agencies and furthermore the City could be delisted by September 2012.
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 08/31/12
03 months --- 0.071
06 months --- 0.127
12 months --- 0.157

DOUGLAS SANDERS, CITY TREASURER

10-31-12

Reporting period 08/01/2012-08/31/2012

Date: 10/31/2012 - 15:31

#2.

CITY OF COMPTON
Portfolio Management
Interest Earnings Summary
August 31, 2012

	August 31 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	90.45	4,779.28
Plus Accrued Interest at End of Period	-34,476.63	-34,476.63
Less Accrued Interest at Beginning of Period	(-44,089.50)	(-49,102.10)
Interest Earned during Period	9,703.32	19,404.75
Total Interest Earned during Period	**9,703.32**	**19,404.75**
Total Adjustments from Premiums and Discounts	**0.00**	**0.00**
Total Capital Gains or Losses	**0.00**	**0.00**
Total Earnings during Period	**9,703.32**	**19,404.75**

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
August 31, 2012

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Passbook/Checking Accounts -2												
4000	4000	Neighborhood Improvement			304,055.42	304,055.42	304,055.42	5.000	4.932	5.000	1	
		Subtotal and Average	**303,993.13**		**304,055.42**	**304,055.42**	**304,055.42**		**4.932**	**5.000**	**1**	
Local Agency Investment Funds												
6000	6000	General City			644,964.56	644,964.56	644,964.56	1.510	1.489	1.510	1	
6005	6005	SA Surplus Tax			135,146.37	135,146.37	135,146.37	2.770	2.732	2.770	1	
6011	6011	SA Low Cost Housing			176,292.86	176,292.86	176,292.86	2.770	2.732	2.770	1	
6006	6006	Land Sales SA			0.00	0.00	0.00	2.770	2.732	2.770	1	
6029	6029	Measure R		07/05/2012	1,800,000.00	1,800,000.00	1,800,000.00		0.000	0.000	1	
6019	6019	EDA Revolving Loan			433,932.18	433,932.18	433,932.18	1.510	1.489	1.510	1	
6002	6002	Prop C			1,037,452.10	1,037,452.10	1,037,452.10	1.510	1.489	1.510	1	
6027	6027	River Mountain Conservancy			11,689.42	11,689.42	11,689.42	1.510	1.489	1.510	1	
6028	6028	HUD Section 108			6,850.89	6,850.89	6,850.89	2.770	2.732	2.770	1	
6004	6004	Local Housing Authority			1,068.62	1,068.62	1,068.62	1.510	1.489	1.510	1	
6007	6007	Successor Agency General			11,803.79	11,803.79	11,803.79	2.770	2.732	2.770	1	
6003	6003	Sewer Bond Proceeds			87,003.39	87,003.39	87,003.39	1.510	1.489	1.510	1	
6009	6009	Public Finance Authority			177,808.44	177,808.44	177,808.44	2.770	2.732	2.770	1	
6022	6022	Regional Park			2,724,998.67	2,724,998.67	2,724,998.67	1.510	1.489	1.510	1	
		Subtotal and Average	**7,249,011.29**		**7,249,011.29**	**7,249,011.29**	**7,249,011.29**		**1.207**	**1.223**	**1**	
Managed Pool & Money Market Account												
5004	5004	Formal Assurance Prg Money Mkt			123,097.54	123,097.54	123,097.54	1.300	1.282	1.300	1	
5001	5001	5116 Highmark Fund			421,017.03	421,017.03	421,017.03	1.680	1.657	1.680	1	
5006	5006	1001 Highmark Fund			178,278.66	178,278.66	178,278.66	1.680	1.657	1.680	1	
5005	5005	Rental Rehab Prg Money Market			202.68	202.68	202.68	1.300	1.282	1.300	1	
5003	5003	Residential Rehab Money Market			329.66	329.66	329.66	1.300	1.282	1.300	1	
		Subtotal and Average	**722,900.33**		**722,925.57**	**722,925.57**	**722,925.57**		**1.593**	**1.615**	**1**	
		Total and Average	**8,275,904.75**		**8,275,992.28**	**8,275,992.28**	**8,275,992.28**		**1.377**	**1.396**	**1**	

#2.

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
AUGUST 31, 2012

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BANK	584,031.09
1001	GENERAL CITY ACCOUNT	BANK OF THE WEST	1,740,800.56
1022	POLICE DRUG PROPERTY FORFEITURE	BANK OF THE WEST	2,641.93
1200	SA SURPLUS TAX	BANK OF THE WEST	0.00
1900	PROP C	BANK OF THE WEST	310,539.30
	JTPA - CAREERLINK	BANK OF THE WEST	203,505.57
2820	HOUSING AUTHORITY	BANK OF THE WEST	1,817,029.85
4000	SA FOR CRA	BANK OF THE WEST	0.00
5116	SEWER BONDS PROCEEDS	BANK OF THE WEST	327,290.00
6300	WORKERS COMP	BANK OF THE WEST	114,450.64
6400	LIABILITY	BANK OF THE WEST	57,056.35
	HOME LOAN PROGRAM	BANK OF THE WEST	77,108.94
1001	COC PARKING VIOLATIONS	BANK OF THE WEST	89,335.03
9203	PUBLIC FINANCE AUTHORITY	BANK OF THE WEST	974.59
1001	EMERGENCY MEDICAL SERVICES COC	BANK OF THE WEST	14,271.24
1203	SA LOW COST HOUSING	BANK OF THE WEST	0.00
1001	COC REGIONAL PARK	BANK OF THE WEST	963.80

#2.

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
AUGUST 31, 2012

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
2820	COC - FAMILY SELF SUFFICIENCY	BANK OF THE WEST	400,195.30
1001	COC - CHANGE FUND	BANK OF THE WEST	64.00
2818	SECTION 108 - HUD FUND	BANK OF THE WEST	2,791,697.67
1520	MEASURE R	BANK OF THE WEST	190,083.82
2000	PROP A	BANK OF THE WEST	605,596.43

#2.

CITY OF COMPTON
Portfolio Management
Portfolio Summary
September 30, 2012

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	304,117.73	304,117.73	304,117.73	3.96	1	1	4.932	5.000
Local Agency Investment Funds	6,649,011.29	6,649,011.29	6,649,011.29	86.62	1	1	1.181	1.197
Managed Pool & Money Market Account	722,957.07	722,957.07	722,957.07	9.42	1	1	1.593	1.615
Investments	**7,676,086.09**	**7,676,086.09**	**7,676,086.09**	**100.00%**	**1**	**1**	**1.368**	**1.387**

Total Earnings	September 30 Month Ending	Fiscal Year To Date
Current Year	8,852.56	28,257.31
Average Daily Balance	**7,755,995.41**	**8,027,477.96**
Effective Rate of Return	**1.39%**	**1.40%**

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 of why sufficient cash funds may or may not be available. The investment program MAY NOT provide sufficient cash to meet six months of estimated expenditures. As stated in previous reports cash revenue has been very slow and is expected to remain so for the current the fiscal year. The City receives its major revenue in property taxes and DMV fees in December, January, April and May of each fiscal year on the 20th of those months. The City budget currently has a projected deficit. As of September 30, 2012 the City had approximately $1.9 million in the General Bank Account and $2.9 million in outstanding warrants to be paid to vendors. The City had bond payments due in September of approximately $1.1 million for the Lease Revenue Bonds; $ 471,966 for the 1998 Sewer Bonds and $ 524,903 for the 2009 Sewer Revenue Bonds. These payments where completed. Hence more demands of cash from the already limited City resources. Further fallout of the Independent Auditor's Report the City's was delisting by the Rating Agencies on certain bonds.
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 09/28/12
03 months ---- 0.091
06 months ---- 0.127
12 months ---- 0.152

DOUGLAS SANDERS, CITY TREASURER

10-31-12

Reporting period 09/01/2012-09/30/2012

Run Date: 10/31/2012 - 16:50

Portfolio COMP
AC
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.3b

CITY OF COMPTON
Portfolio Management
Portfolio Details - Investments
September 30, 2012

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	YTM 360	YTM 365	Days to Maturity	Maturity Date
Passbook/Checking Accounts -2												
4000	4000	Neighborhood Improvement			304,117.73	304,117.73	304,117.73	5.000	4.932	5.000	1	
		Subtotal and Average	**304,057.50**		**304,117.73**	**304,117.73**	**304,117.73**		**4.932**	**5.000**	**1**	
Local Agency Investment Funds												
6000	6000	General City			44,964.56	44,964.56	44,964.56	1.510	1.489	1.510	1	
6005	6005	SA Surplus Tax			135,146.37	135,146.37	135,146.37	2.770	2.732	2.770	1	
6011	6011	SA Low Cost Housing			176,292.86	176,292.86	176,292.86	2.770	2.732	2.770	1	
6006	6006	Land Sales SA			0.00	0.00	0.00	2.770	2.732	2.770	1	
6029	6029	Measure R		07/05/2012	1,800,000.00	1,800,000.00	1,800,000.00		0.000	0.000	1	
6019	6019	EDA Revolving Loan			433,932.18	433,932.18	433,932.18	1.510	1.489	1.510	1	
6002	6002	Prop C			1,037,452.10	1,037,452.10	1,037,452.10	1.510	1.489	1.510	1	
6027	6027	River Mountain Conservancy			11,689.42	11,689.42	11,689.42	1.510	1.489	1.510	1	
6028	6028	HUD Section 108			6,850.89	6,850.89	6,850.89	2.770	2.732	2.770	1	
6004	6004	Local Housing Authority			1,068.62	1,068.62	1,068.62	1.510	1.489	1.510	1	
6007	6007	Successor Agency General			11,803.79	11,803.79	11,803.79	2.770	2.732	2.770	1	
6003	6003	Sewer Bond Proceeds			87,003.39	87,003.39	87,003.39	1.510	1.489	1.510	1	
6009	6009	Public Finance Authority			177,808.44	177,808.44	177,808.44	2.770	2.732	2.770	1	
6022	6022	Regional Park			2,724,998.67	2,724,998.67	2,724,998.67	1.510	1.489	1.510	1	
		Subtotal and Average	**6,729,011.29**		**6,649,011.29**	**6,649,011.29**	**6,649,011.29**		**1.181**	**1.197**	**1**	
Managed Pool & Money Market Account												
5004	5004	Formal Assurance Prg Money Mkt			123,122.76	123,122.76	123,122.76	1.300	1.282	1.300	1	
5001	5001	5116 Highmark Fund			421,021.45	421,021.45	421,021.45	1.680	1.657	1.680	1	
5006	5006	1001 Highmark Fund			178,280.50	178,280.50	178,280.50	1.680	1.657	1.680	1	
5005	5005	Rental Rehab Prg Money Market			202.69	202.69	202.69	1.300	1.282	1.300	1	
5003	5003	Residential Rehab Money Market			329.67	329.67	329.67	1.300	1.282	1.300	1	
		Subtotal and Average	**722,926.62**		**722,957.07**	**722,957.07**	**722,957.07**		**1.593**	**1.615**	**1**	
		Total and Average	**7,755,995.41**		**7,676,086.09**	**7,676,086.09**	**7,676,086.09**		**1.368**	**1.387**	**1**	

#2.

#2.

CITY OF COMPTON
Portfolio Management
Interest Earnings Summary
September 30, 2012

	September 30 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	93.81	4,873.09
Plus Accrued Interest at End of Period	-25,717.88	-25,717.88
Less Accrued Interest at Beginning of Period	(-34,476.63)	(-49,102.10)
Interest Earned during Period	8,852.56	28,257.31
Total Interest Earned during Period	**8,852.56**	**28,257.31**
Total Adjustments from Premiums and Discounts	**0.00**	**0.00**
Total Capital Gains or Losses	**0.00**	**0.00**
Total Earnings during Period	**8,852.56**	**28,257.31**

#2.

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
SEPTEMBER 30, 2012

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
101	PAYROLL	WELLS FARGO BANK	885,008.78
1001	GENERAL CITY ACCOUNT	BANK OF THE WEST	1,413,442.15
1022	POLICE DRUG PROPERTY FORFEITURE	BANK OF THE WEST	2,641.93
1200	SA SURPLUS TAX	BANK OF THE WEST	0.00
1900	PROP C	BANK OF THE WEST	407,851.22
	JTPA - CAREERLINK	BANK OF THE WEST	132,377.93
2820	HOUSING AUTHORITY	BANK OF THE WEST	1,286,838.68
4000	SA GENERAL	BANK OF THE WEST	1,959,741.63
5116	SEWER BONDS PROCEEDS	BANK OF THE WEST	327,290.00
6300	WORKERS COMP	BANK OF THE WEST	156,330.69
6400	LIABILITY	BANK OF THE WEST	108,213.76
	HOME LOAN PROGRAM	BANK OF THE WEST	77,108.94
1001	COC PARKING VIOLATIONS	BANK OF THE WEST	116,338.55
9203	PUBLIC FINANCE AUTHORITY	BANK OF THE WEST	974.59
1001	EMERGENCY MEDICAL SERVICES COC	BANK OF THE WEST	157,127.97
1203	SA LOW COST HOUSING	BANK OF THE WEST	0.00
1001	COC REGIONAL PARK	BANK OF THE WEST	963.80

#2.

CITY OF COMPTON
BANK ACCOUNT BALANCES AS OF
SEPTEMBER 30, 2012

FUND #	NAME OF ACCOUNT	BANK NAME	BALANCE
2820	COC - FAMILY SELF SUFFICIENCY	BANK OF THE WEST	400,228.10
1001	COC - CHANGE FUND	BANK OF THE WEST	319.00
2818	SECTION 108 - HUD FUND	BANK OF THE WEST	2,791,697.67
1520	MEASURE R	BANK OF THE WEST	190,083.82
2000	PROP A	BANK OF THE WEST	699,383.74

November 6, 2012

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **JON THOMPSON, FIRE CHIEF**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER WITH LIFE ASSIST, INC. FOR THE PURCHASE OF PHARMACEUTICALS AND MEDICAL SUPPLIES FOR THE FIRE DEPARTMENT**

SUMMARY

The attached resolution authorizes a purchase order in the amount of $90,000 with Life Assist, Inc. to purchase needed pharmaceuticals and medical supplies for the Fire Department.

BACKGROUND

The Fire Department currently operates three Paramedic units, two Basic Life Support ambulances, four engine companies and one truck company. These units must be stocked at all times with medical supplies and equipment to levels that are determined by the Department of Health Services

STATEMENT_OF_ ISSUE

The Fire Department solicited contract pricing from three vendors, PMI, Life Assist Inc. and Bound Tree Medical. A list of items was sent to them and they were to provide a cost per item and guarantee that cost for a year. Life Assist Inc. was the only company able to provide all of the items on the list at contract pricing and listed very competitive pricing. They are located in Northern California and are able to supply 48 hour shipping at no additional cost. The requested amount will allow us to purchase EMS medical supplies needed for the remainder of the fiscal year.

FINANCIAL IMPACT

This cost was anticipated and funds are allocated in account 1001-69-0000-4240 of the Fire Department's fiscal year 2012-2013 budget.

ALTERNATIVES

Alternatives would be to purchase supplies from other vendors that were not as responsive.

#3.

RECOMMENDATION

Staff recommends that Council approves the attached resolution and authorize the City Manager to issue purchase orders.

JON THOMPSON
FIRE CHIEF

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. ____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER WITH LIFE ASSIST, INC. FOR THE PURCHASE OF PHARMACEUTICALS AND MEDICAL SUPPLIES FOR THE FIRE DEPARTMENT

WHEREAS, the Fire Department staffs three (3) ALS Paramedic units and two (2) Basic Life Support units along with fire units which provide emergency medical care; and

WHEREAS, pharmaceuticals and other medical supplies are needed to supply these units in compliance with the Department of Health Services Policies and Procedures for Pre-Hospital care providers; and

WHEREAS, Life Assist, Inc. provides the necessary supplies and equipment at very competitive pricing, which is in the best interest of the City; and

WHEREAS, Life Assist Inc. continues to provide the City of Compton Fire Department with contract pricing; and

WHEREAS, the Fire Department desires to utilize the services of Life Assist, Inc. during the remainder of the 2012/13 Fiscal year.

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

SECTION 1. That the City Manager is authorized to issue a purchase orders to Life Assist, Inc. in an amount not to exceed $90,000.00.

SECTION 2. That funds for this purchase shall be charged to account 1001-690-000-4240 in the Fire Department's 2012/13 fiscal year budget.

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

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

ADOPTED this ________________ day of __________, **2012.**

____

MAYOR OF THE CITY OF COMPTON

ATTEST:

____

CITY CLERK OF THE CITY OF COMPTON

#3.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, do hereby certify that the forgoing resolution was adopted by the City Council, signed by the Mayor, and attested to by the City Clerk at a regular meeting thereof held on the____________ day of ____________, 2012.

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

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

____
CITY CLERK OF THE CITY OF COMPTON

#3.

RESOLUTION SIGN-OFF FORM

DEPARTMENT:	**Fire Department**
RESOLUTION TITLE:	**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER WITH LIFE ASSIST, INC. FOR THE PURCHASE OF PHARMACEUTICALS AND MEDICAL SUPPLIES FOR THE FIRE DEPARTMENT**

Jon Thompson
DEPARTMENT MANAGER'S SIGNATURE

10/31/2012 9:12:23 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

11/1/2012 11:43:37 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

11/1/2012 4:54:56 PM
DATE

G. Harold Duffey
CITY MANAGER

11/1/2012 6:46:42 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.

November 6, 2012

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **TERRANCE DAVIS, ASSISTANT CITY MANAGER**

SUBJECT: **COMPTON CREEK MAINTENANCE PLAN**

SUMMARY

City Council has requested that staff provide an update on the City of Compton's current and future Compton Creek maintenance activities to improve the current condition and address ongoing cleanup needs.

BACKGROUND

The Compton Creek Regional Garden Park Master Plan was completed in 2006, which outlines a series of environmental and community enhancements and restorations. Specifically, the goals of the Plan were threefold: to promote ecology and environment, expand and enhance the Creek corridor, and improve the City and community.

On April 29, 2009, City Council adopted Resolution No. 22,814 which allocated $573,459 to the Compton Regional Park Master Plan implementation as a new project of the amended Fiscal Years 2004-05, 2005-06, 2006-07 and 2007-08 Annual Action Plans of the Consolidated Community Development Block Grant (CDBG) Program Plan. Unfortunately, this allocation was not inclusive of the maintenance costs necessary to preserve the aesthetics and perform ongoing repairs of the Creek or its adjacent walkways, paths, signs or entry points. The lack of permanent and sustained resources for ongoing Creek upkeep has created a considerable maintenance backlog of landscaping, debris collection, and graffiti abatement issues which now require immediate redress.

STATEMENT OF ISSUE

During the month of October 2012, staff completed multiple assessments of the current condition of the Creek in an effort to develop an immediate short term action plan to address critical maintenance issues. In addition, staff has also been in ongoing discussions with local organizations to re-engage partnerships as another mechanism to improve the condition and care of the Creek. Based on these parallel endeavors, staff has developed a series of strategies to address Creek maintenance on both short and long term horizons (Attachment I).

Beginning in November 2012, staff will begin an interim plan of semimonthly scheduled maintenance of the Creek with the intention of accomplishing two goals. First, of immediate importance, the established schedule will create a maintenance baseline and address some of the critical safety and access issues that have been identified. In addition, this interim schedule will provide staff with an opportunity to gather data related to labor and material costs and determine the required frequency and resource requirements necessary to keep the Creek at desired maintenance levels. This information will be crucial to the development of a long term community inclusive plan that is cost effective and sustainable for the City and its Creek partners. The interim maintenance schedule will remain in place until January 2013, at which time staff will return Council to provide additional recommendations on long term strategies and seek any additional direction.

ALTERNATIVE

Per Council direction, staff has brought this item forward as an operational update for receipt and file only. However, the Council can direct staff to either take no action at this time or return with additional recommendations.

FINANCIAL IMPACT

During the interim maintenance period between November 2012 and January 2013, costs will be approximately $3,000 in approved Fiscal Year 2012-2013 budgeted labor expenditures. Ongoing maintenance cost estimates for the remainder of the fiscal year will be provided as a component of the 2012-2013 midyear budget review.

RECOMMENDATIONS

Receive and file.

TERRANCE DAVIS
ASSISTANT CITY MANAGER

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

Attachment I

City of Compton
Compton Creek Proposed Maintenance Plans
November 2012

Scope

The scope of all plans outlined below includes the maintenance of the entire length of the Creek within Compton city limits. Routine maintenance activities will consist of the following:

- Weed removal
- Landscaping
- Debris removal from trails, walkways, paths and entrances
- Coordination with partners for maintenance and monitoring of the interior (soft and hard bottom) channel

Additional Creek maintenance and remediation activities that will be conducted in parallel include graffiti abatement and access improvements.

Plan 1: Current Options (Interim, Nov 2012-Jan 2013):

- Contractor Maintenance
    - Bids will be solicited to identify contractor maintenance estimates for each of the three sections of the Creek
    - Bids will be inclusive of the cost to clean up the Creek as well as routine maintenance
    - Bid information is pending

- **Re-Engaged City/Community Cleanups (Preferred Interim Option):**
    - Partnership of City staff, community volunteers and CUSD students needing hours for community service
    - Cleanups will be scheduled twice a month until the Creek is back to a satisfactory standard; maintenance level will potential decrease to once a month
    - Schedule is designed to address 0.5 miles of the Creek during each maintenance event. Barring any cancellations due to inclement weather, the entire Creek will be addressed after a total of 5 cleanups or in approximately 2½ months
    - Marketing materials will be created to promote the cleanup dates and facilitate the recruitment of community volunteers

Plan 2: Adopt-A-Creek (Ongoing):

- Recruit local businesses to adopt a section of the Creek
- Adopters would provide full services –landscape, weed abatement and debris removal
- Staff is engaged in discussions with DeMenno Kerdoon for adoption of portion of Reach 2 (Rosecrans to Alondra) of the Creek
- Additional business engagement planned for the remainder of Fiscal Year 2012-2013

Plan 3: Expansion of Community Collaboration (Long Term):

- City lead in organization of monthly Compton Creek cleanup events
- Consistent scheduled maintenance utilizing City staff, community volunteers and local organizations
- Public outreach to expand Creek awareness and promotion of community events to increase use, thereby facilitating increased citizen care
- Pursuit of grant opportunities and in-kind services from partners to leverage additional resources

November 6, 2012

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY ATTORNEY**

SUBJECT: **CITY ATTORNEY REPORT/CLAIM NO. I-8535/LI0000222A**

SUMMARY

Council will consider the claim of Liberty Bell Agency (Claim No. I-8535/LI0000222A), presented to the City on September 24, 2012, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

On September 24, 2012, the above claim was presented to the City Controller by Liberty Bell Agency for payment made to its insured, Central Transport, for damages in the amount of $1,083.95, as a result of an accident which occurred on July 2, 2012. Claimant alleges a City employee, while operating a City vehicle made an unsafe turn into a left hand turn lane to pass him on Walnut Street west of Wilmington Avenue in the City of Compton. As a result of this collision, the Claimant alleges the City vehicle struck the rear view mirror of Claimant's insured vehicle.

The City Attorney's Staff has investigated this matter and found that the City employee was performing emergency services when responding to an emergency call in an on duty emergency vehicle when this collision occurred. Pursuant to California Vehicle Code Section 17004: "[a] public employee is not liable for civil damages on account of personal injury to or death of any person or **damage to property** resulting from the operation, in the line of duty, of an authorized emergency vehicle while responding to an emergency call…" (Emphasis added). Thus, the City employee involved in this incident and the City are entitled to immunity under the California Vehicle Code Section 17004.

FINANCIAL IMPACT

One Thousand Eighty Three Dollars and Ninety Five Cents ($1,083.95).

RECOMMENDATION

Staff recommends that this claim be denied.

/S/

CRAIG J. CORNWELL
CITY ATTORNEY

November 6, 2012

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CHIEF J. THOMPSON, INTERIM DIRECTOR
MUNICIPAL LAW ENFORCEMENT SERVICES

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE COMPTON SUPERIOR COURT RELATING TO COLLECTION OF FINES ON PARKING CITATIONS.

SUMMARY

This resolution authorizes payment to the Compton Court relating to the collection by the City of Compton of fines on parking citations.

BACKGROUND

The State of California has used parking citation fines collected by local governments and campuses since 1991 to balance its budget. Since 1993, the state has imposed a parking penalty surcharge of $5.00 on each parking citation issued for violations of parking provisions in our Compton Municipal Code that are collected by the City. In 2008, the Legislature passed Senate Bill ("SB") 1407, increasing the parking penalty surcharge to be collected by the City an additional $4.50 per parking citation collected. These surcharges are collected to fund the Courthouse Construction Fund and the Criminal Justice Facilities Construction Fund.

In 2010, SB 857 increased various court fees, including filing fees and penalty assessments which are aimed at backfilling budget shortfalls within the state court system. SB 857 mandated an additional $3.00 surcharge on all parking citation fines collected to be remitted to the Los Angeles Court Trial Trust Fund. This surcharge of $3.00 plus the pre-existing $9.50 ($5.00 + $4.50) surcharges, bring the total amount payable to the Compton Superior Court to $12.50 per citation.

STATEMENT OF THE ISSUE

The Compton Superior Court is the issuing authority of the City's parking citations and collects a portion of the monies generated through the City's Parking Citation Program (i.e. parking violations of the Compton Municipal Code) for remittance to the county and state. Additionally, the City of Compton is required to remits all fines and penalties collected for every violation of the California Vehicle Code that is issued under our jurisdiction.

#9.

FINANCIAL IMPACT

In order to pay the mandated fees and penalties to the Compton Court for remittance to the county and state, a projected expenditure of $450.000.00 has been allocated in the Municipal Law Enforcement Services Department budget for Fiscal Year 2012-13 in Account No. 1001-670-000-4269.

RECOMMENDATION

Staff recommends approval of this Resolution authorizing the City Manager to issue a purchase order to the Compton Superior Court in order to facilitate payment of the fines and surcharge penalties collected from parking citations.

CHIEF J. THOMPSON, INTERIM DIRECTOR
MUNICIPAL LAW ENFORCEMENT SERVICES

APPROVED FOR FORWARDING

G. HAROLD DUFFEY
CITY MANAGER

#9.

#9.

RESOLUTION NO. __________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE COMPTON SUPERIOR COURT RELATING TO COLLECTION OF FINES ON PARKING CITATIONS.

WHEREAS, since 1993 the State of California has imposed a parking penalty surcharge of $5.00 on each parking citation issued for violations of parking provisions in our Compton Municipal Code that are collected by the City; and

WHEREAS, in 2008, the Legislature passed Senate Bill ("SB") 1407, increasing the parking penalty surcharge to be collected by the City an additional $4.50 per parking citation collected; and

WHEREAS, in 2010, the Legislature passed SB 857, which again increased the parking penalty surcharge to be collected by the City an additional $3.00 per parking citation collected; and

WHEREAS, the City collects, and is required to pass through the Compton Court for payment to the county and state, a total of $12.50 for each parking violation of the Compton Municipal Code collected, in addition to the total amount of fines the City collects from violators cited pursuant to the California Vehicle Code; and

WHEREAS, funds for this expenditure have been allocated in the Municipal Law Enforcement Services Department 2012-2013 Fiscal Year budget in Account No. 1001-670-000-4269.

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

SECTION 1. That the City Manager is authorized to issue a purchase order for the projected expenditure of Four Hundred and Fifty Thousand ($450.000.00) Dollars to pay the mandated fees and penalties to the Compton Court for remittance to the county and state.

SECTION 2. That funds in the amount of Four Hundred and Fifty Thousand ($450,000.00) Dollars during Fiscal Year 2012-2013 are allocated in Account No. 1001-670-000-4269.

SECTION 3. That a copy of this Resolution shall be filed in the Offices of the City Manager, City Attorney, City Controller and Municipal Law Enforcement Services Department.

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

ADOPTED this _____ day of _______________, 2012.

____

MAYOR OF THE CITY OF COMPTON

#9.

ATTEST:

____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council, signed by the Mayor and attested to by the City Clerk at a regular meeting thereof held on the ____ day of ___________________, 2012.

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

#9.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Law Enforcement**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE COMPTON COURT RELATING TO COLLECTION OF FINES ON PARKING CITATIONS**

Carl Houston	**10/16/2012 4:59:21 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**10/18/2012 5:40:22 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**10/18/2012 6:15:27 PM**
CITY CONTROLLER	DATE
G. Harold Duffey	**10/18/2012 5:32:37 PM**
CITY MANAGER	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.

November 6, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: HAROLD WILLIAMS, P.E. (INTERIM) DIRECTOR
COMPTON MUNICIPAL WATER DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TRANSFERRING FUNDS BETWEEN ACCOUNTS IN THE 2012/2013 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE DEPARTMENT OF PUBLIC HEALTH DRINKING WATER PROGRAM

SUMMARY

This resolution authorizes the City Manager to issue a purchase order to the Department of Public Health Drinking Water Program in the amount of $29,523.13 (Twenty Nine Thousand Five Hundred Twenty Three Dollars and Thirteen Cents) for the Annual Water System Fees.

BACKGROUND

Assembly Bill 2995 authorized the Department of Health Services, Division of Drinking Water and Environmental Management (DDWEM), to conduct regular monitoring of water systems. DDWEM monitors the chemical water sample data, perform permitting activities, inspections and investigations, compliance tracking, monitoring data review and enforcement activities. This information is collected and verified for accuracy.

STATEMENT OF THE ISSUE

The Municipal Water Department received Invoice # 1260156 from the Department of Public Health for the Water System fees for the period of July 1, 2011 through June 30, 2012.

ALTERNATIVE

As a water utility agency, the City of Compton is mandated by Assembly Bill 2995 to conduct regular monitoring. Therefore, there is no other alternative.

#10.

FISCAL IMPACT

Funds shall be transferred between accounts in the Water Departments 2012/13 fiscal year budget as follows:

From:

Account #	Description	Amount
5000-850-000-4252	Water Purchase (MWD)	$29,523.13

To:

Account #	Description	Amount
5000-900-000-4262	Other Professional Services	$29,523.13

RECOMMENDATIONS

It is recommended that the Mayor and City Council authorize the City Manager to execute a purchase order to the Department of Public Health in the amount of $29,523.13 (Twenty Nine Thousand, Five Hundred Twenty Three Dollars and Thirteen Cents) for Water System Fees for the period of July 1, 2011 through June 30, 2012.

HAROLD C. WILLIAMS, P.E., (INTERIM) DIRECTOR
COMPTON MUNICIPAL WATER/PUBLIC WORKS DEPARTMENT

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

#10.

RESOLUTION NO. ___________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TRANSFERRING FUNDS BETWEEN ACCOUNTS IN THE 2012/2013 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE DEPARTMENT OF PUBLIC HEALTH DRINKING WATER PROGRAM

WHEREAS, the Department of Health Services, Division of Drinking Water and Environmental Management (DDWEM), as required by Assembly Bill 2995, conducts regulatory monitoring services for the Compton Municipal Water Department's water system; and

WHEREAS, the Municipal Water Department (MWD) received Invoice #1260156 for services performed during the period of July 1, 2011 through June 30, 2012; and

WHEREAS, the Department of Health Services performed permitting activities, inspections and investigations, compliance tracking, monitor, data review and enforcement activities, monitored chemical water sample data was collected and entered in the DDWEM's computer system and verified for accuracy; and

WHEREAS, the cost for the service period of July 1, 2011 through June 30, 2012 is $29,523.13 (Twenty Nine Thousand, Five Hundred Twenty Three Dollars and Thirteen Cents).

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

SECTION 1. That the City Manager is authorized to issue a purchase order in the amount $29,523.13 (Twenty Nine Thousand Five Hundred Twenty Three Dollars and Thirteen Cents) to the Department of Public Health – Drinking Water Program for Water System Fees.

SECTION 2. That funds shall be transferred between account in the Water Departments 2012/13 fiscal year budget as follows:

	Account #	Description	Amount
From:	5000-850-000-4252	Water Purchase (MWD)	$29,523.13
To:	5000-900-000-4262	Other Professional Services	$29,523.13

SECTION 3. That a copy of this resolution shall be filed in the office of the City Manager, City Controller, City Clerk and Municipal Water Department.

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

ADOPTED this _________ day of ______________________, 2012.

____
MAYOR OF THE CITY OF COMPTON

ATTEST:

____
CITY CLERK OF THE CITY OF COMPTON

#10.

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 by the City Clerk at a regular meeting thereof held on the __________ day of ____________________ 2012.

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

#10.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Water Department**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TRANSFERRING FUNDS BETWEEN ACCOUNTS IN THE 2012/2013 FISCAL YEAR BUDGET AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO THE DEPARTMENT OF PUBLIC HEALTH DRINKING WATER PROGRAM**

Harold C. Williams	**10/11/2012 11:57:15 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**10/18/2012 5:34:43 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**10/18/2012 6:08:29 PM**
CITY CONTROLLER	DATE
G. Harold Duffey	**10/18/2012 5:31:29 PM**
CITY MANAGER	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.

#11.

November 6, 2012

TO: MAYOR AND CITY COUNCIL

FROM: HAROLD C. WILLIAMS, P.E., INTERIM DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT $61,650 FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) NATIONAL TRANSIT DATA (NTD) FUNDS, AMEND THE PUBLIC WORKS BUDGET AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2009-2010

SUMMARY

This resolution accepts Sixty One Thousand Six Hundred Fifty Dollars ($61,650) of the Los Angeles County Metropolitan Transportation Authority (LACMTA) National Transit Data (NTD) funds, amends the Fiscal Year 2012-2013 Public Works Department budget, and approves entering into a Memorandum of Understanding with the LACMTA for successfully reporting to the National Transit Database for FY 2009-2010.

BACKGROUND

There are many cities that operate locally funded fixed route and dial-a-ride public transit services in Los Angeles County. Rather than have each city report data directly to the Federal Transit Administration (FTA), the Metropolitan Transportation Authority submits a consolidated National Transit Data report to the FTA on behalf of more than 45 cities. The data submitted by each of the local operators generates additional Federal Section 5307 capital funds to the region. Once Congress apportions the funds, MTA enters into Memorandum of Understandings with each city to make payment to each city for their share of the revenues generated for the Los Angeles County region. Each participating jurisdiction city is paid dollar-for-dollar for what their service generates for the Los Angeles County Region, minus the cost of the audit. The local funds provided through this MOU must be spent consistent with Proposition A and C Local Return Guidelines.

On November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes.

On September 26, 2001, the Los Angeles County Metropolitan Transportation Authority (LACMTA) authorized payment of Proposition A Discretionary Incentive Funds to each

#11.

participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data to the National Transit Database.

On May 26, 2011, LACMTA approved the FY 2011-2012 transit funding allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2009-2010.

Therefore, upon adoption of this resolution, the City Manager will sign a Letter of Agreement and Memorandum of Understanding with the Los Angeles County Metropolitan Transportation Authority which entitles the City of Compton to receive a grant of Sixty One Thousand Six Hundred Fifty Dollars ($61,650) for the City's participation in the National Transit Data Base development for fiscal year 2009-2010.

STATEMENT OF THE ISSUE

City Council authorization is required for the acceptance of grant funds and a Budget Amendment that will authorize the City Manager to appropriate Proposition A, Local Return Program Funds to the 2012-2013 Public Works Department Budget. City Council authorization is also necessary to enter into a Memorandum of Understanding with the LACMTA for successfully reporting to the NTD for FY 2009-2010.

FISCAL IMPACT

The City agrees that the expenditures of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit, and lapsing requirements of Proposition A and Proposition C Local Return guidelines which include the expenditures of funds deemed to be for public transit purposes to sustain or improve the quality and safety of and/or access to public transit by the general public or those requiring special public transit assistance. Funds will be appropriated as follows:

REVENUES

Grant Funding sources include Federal Transit Administration, United States Department of Transportation (USDOT) and Federal Highway Administration.

Proposition A, Discretionary Incentive Grant Program

(MOU.PAICOMPT12)   Account No. 2000-710-000-4269 $61,650

#11.

RECOMMENDATIONS

Staff recommends that the City Council adopt the attached resolution.

HAROLD C. WILLIAMS, P.E.
INTERIM PUBLIC WORKS DIRECTOR/CITY ENGINEER

G. HAROLD DUFFEY
CITY MANAGER

#11.

RESOLUTION NO. ____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT $61,650 FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) NATIONAL TRANSIT DATA (NTD) FUNDS, AMEND THE PUBLIC WORKS BUDGET AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES METROPOLITAN TRANSPORTATION AUTHORITY FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2009-2010

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote, Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the Los Angeles County Metropolitan Transportation Authority (LACMTA) authorized payment of Proposition A Discretionary Incentive Funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its May 26, 2011 meeting, the LACMTA approved the Fiscal Year 2011-2012 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2009-2010; and

WHEREAS, the City of Compton has been a participant in the LACMTA's Consolidated National Transit Database (NTD) Reporters Random Sampling Program for Fiscal Year 2009-2010 and has voluntarily submitted NTD data to the MTA for FY 2009-2010 which successfully passed the independent audit; and

WHEREAS, the City has been awarded funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the Fiscal Year 2009-2010 Report Year; and

WHEREAS, the City agrees that the expenditures of the Proposition A Discretionary Incentive
funds will be used for projects that meet the eligibility, administrative, audit, and lapsing requirements of Proposition A and Proposition C Local Return guidelines which include the expenditures of funds deemed to be for public transit purposes to sustain or improve the quality and safety of and/or access to public transit by the general public or those requiring special public transit assistance; and

WHEREAS, the Public Works Department will accept the Sixty One Thousand Six Hundred Fifty Dollars ($61,650) from the Los Angeles County Metropolitan Transportation Authority National Transit Data Funds and amend the Public Works Department's FY 2012-2013 budget; and

WHEREAS, LACMTA requires that the City of Compton execute a Memorandum of Understanding and that the City of Compton submit an invoice in the amount of Sixty One Thousand Six Hundred Fifty Dollars ($61,650) in order to receive payment.

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

#11.

SECTION 1. That the City Manager is authorizes to accept Los Angeles County Metropolitan Transportation Authority National Transit Data funds in the amount of $61,650 and amend the Public Works Department's FY 2012-2013 budget to accept the funds in account no. 2000-710-000-4269.

SECTION 2. That the Mayor and City Council authorizes the City Manager to enter into a Memorandum of Understanding with the LACMTA regarding the collecting and reporting data for the NTD for Report Year 2010 and to submit an invoice in the amount of Sixty One Thousand Six Hundred Fifty Dollars ($61,650).

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

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

ADOPTED this ______ day of __________________2012.

____
MAYOR OF THE CITY OF COMPTON

ATTEST:

____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council of the City of Compton, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the ______ day of __________________, 2012.

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

PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM MEMORANDUM OF UNDERSTANDING FOR COLLECTING AND REPORTING DATA FOR THE NATIONAL TRANSIT DATABASE FOR REPORT YEAR 2010

This Memorandum of Understanding (MOU) is entered into as of August 23, 2012 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Compton (the "City").

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its May 26, 2011 meeting, LACMTA approved the FY 2011-12 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2009-10; and

WHEREAS, the City has been a participant in LACMTA's Consolidated National Transit Database (NTD) Reporters Random Sampling Program for Fiscal Year (FY) 2009-10 and has voluntarily submitted NTD data to the LACMTA for FY 2009-10 which successfully passed independent audit without findings; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2009-10 Report Year (the "Project"); and

WHEREAS, on July 18, 2012, the Federal Transit Administration (FTA) published in the Federal Register the FY 2011-12 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

1.0 This Memorandum of Understanding ("MOU") will be in effect from **July 1, 2011**, through **June 30, 2013** at which time all unused funds shall lapse.

#11.

ARTICLE 2. STANDARDS

2.0 To receive payment for the submittal of the FY 2009-10 NTD statistics, the City warrants that it:

A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics;

B. Prepared and submitted the FY 2009-10 **ANNUAL NTD REPORT** of the City's fixed-route and/or demand response transit service to the LACMTA on or before **September 30, 2010**;

C. Allowed the LACMTA to assign an independent auditor to review the submitted FY 2009-10 NTD statistics for conformity in all material respects with the accounting requirements of the FTA as set forth in its applicable Uniform System of Accounts.

ARTICLE 3. PAYMENT OF FUNDS TO CITY

3.0 LACMTA shall pay the City for collecting and reporting FY 2009-10 NTD statistics. LACMTA shall pay the City for submitting the FY 2009-10 **ANNUAL NTD REPORT** for the applicable transit services as follows:

<u>MOTOR BUS SERVICE</u>
For City's motor bus service, LACMTA shall pay an amount equal to the 135,095 revenue vehicle miles reported by the City multiplied by the FTA unit value of $.43092994 per revenue vehicle mile, plus the 736,805 passenger miles reported by the City squared, divided by the$900,750 operating cost reported by the City, multiplied by the FTA unit value of $.01007223 less the cost of the $2,637 in audits paid by LACMTA. See Attachment A for detail.

3.1 The City shall submit one invoice to LACMTA prior to **December 31, 2013**, in the amount of **$61,650** in order to receive its payment described above.

3.2 <u>INVOICE BY CITY:</u>

<u>Send invoice with supporting documentation to:</u>
Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOU.PAICOMPT12 M.S. Pari Ahmadi (99-24-4)

ARTICLE 4. CONDITIONS

4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.

4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.

4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.

4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.

4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

ARTICLE 6. MISCELLANEOUS

6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.

6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Pari Ahmadi (99-24-4)

7.1 City's Address:
Compton
205 S. Willowbrook Ave.
Compton,CA 90220
Attn: Satra Zurita
szurita@comptoncity.org

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:

City of Compton

____

Mayor

Date: ______________________

Los Angeles County Metropolitan Transportation Authority

By: ______________________
Arthur T. Leahy
Chief Executive officer

Date: ______________________

APPROVED AS TO FORM:

By: ______________________
Legal Counsel

Date: ______________________

APPROVED AS TO FORM:

John F. Krattli
County Counsel

By: ______________________
Deputy

Date: 9/21/12

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY '10
Using FY '12 FTA Formula Programs Apportionment Data Unit Values

Jurisdiction	MODE	MOU Numbers	Number of Vehicles in Operation	Total Vehicle Miles	Total Vehicle Hours	Total Vehicle Revenue Miles	Total Vehicle Revenue Hours	Total Passenger Trips	Total Passenger Miles	Total Operating Costs	Total Farebox Revenues	Net Contract Expenditures	$ from VRM	$from OPCOST	Total Generated	Cost of Audit	Total ($)Due to Jursd Before Tier 2 Deduction	Tier II Operator Deduction	Total ($)Due to Jurisdiction
Alhambra	MB	MOU.PAIALHAM12	8	191,531	17,941	176,252	16,609	549,924	1,399,619	824,114	130,029	694,085	75,952	23,942	$ 99,894	$ 4,097	95,797		95,797
Alhambra	DR	MOU.PAIALHAM12	7	153,993	16,626	128,181	14,312	55,387	143,348	761,152	-	761,152	55,237	272	$ 55,509	$ 2,277	53,232		53,232
Artesia	DR	MOU.PAIAR12	2	31,270	3,680	15,897	2,491	10,673	20,982	152,358	-	152,358	6,850	29	$ 6,880	$ 282	6,597		6,597
Azusa	DR	MOU.PAIAZU12	5	110,466	9,610	104,940	9,208	39,082	157,891	1,163,436	18,987	1,144,449	45,222	216	$ 45,438	$ 1,864	43,574		43,574
Baldwin Park	MB	MOU.PAIBLDPK12	6	298,905	26,458	274,703	24,653	214,814	546,726	1,062,278	144,719	917,559	118,378	2,834	$ 121,212	$ 4,971	116,240		116,240
Baldwin Park	DR	MOU.PAIBLDPK12	2	55,813	5,650	48,879	5,207	17,517	54,818	226,306	1,998	224,308	21,063	134	$ 21,197	$ 869	20,328		20,328
Bell Gardens	MB	MOU.PAIBELLGAR12	3	101,534	9,842	95,488	9,328	241,816	615,449	530,100	43,332	486,768	41,149	7,197	$ 48,346	$ 1,983	46,363		46,363
Bell Gardens	DR	MOU.PAIBELLGAR12	3	74,861	8,453	65,815	7,565	62,664	130,917	625,734	28,722	597,012	28,362	276	$ 28,638	$ 1,175	27,463		27,463
Burbank	MB	MOU.PAIBUR12	17	308,383	24,522	260,895	21,780	385,787	981,872	1,470,918	18,468	1,452,450	112,427	6,602	$ 119,029	$ 4,882	114,147	(20,849)	93,298
Carson	DT	MOU.PAICAR12	4	159,030	8,621	159,030	8,621	55,062	196,772	753,222	51,299	701,923	68,531	518	$ 69,049	$ 2,832	66,217		66,217
Carson	MB	MOU.PAICAR12	9	457,494	34,128	411,493	32,122	674,323	1,715,997	2,070,503	189,859	1,880,644	177,325	14,325	$ 191,649	$ 7,860	183,789		183,789
Cerritos	MB	MOU.PAICER12	7	325,938	23,234	295,793	21,289	218,840	558,973	1,372,024	95,830	1,276,194	127,466	2,277	$ 129,743	$ 5,321	124,422		124,422
Cerritos	DR	MOU.PAICER12	4	50,822	5,887	33,418	5,136	9,853	17,726	271,874	9,997	261,877	14,401	12	$ 14,412	$ 591	13,821		13,821
Compton	MB	MOU.PAICOMPT12	5	149,809	12,716	135,095	11,770	289,498	736,805	900,750	111,883	788,867	58,216	6,071	$ 64,287	$ 2,637	61,650		61,650
Covina	DR	MOU.PAICOV12	5	69,140	5,902	54,088	5,224	17,153	47,066	267,963	5,218	262,745	23,308	83	$ 23,391	$ 959	22,432		22,432
Cudahy	MB	MOU.PAICUD12	1	35,122	3,366	33,485	3,187	113,172	288,036	159,808	-	159,808	14,430	5,229	$ 19,659	$ 806	18,852		18,852
Cudahy	DR	MOU.PAICUD12	1	12,985	1,682	10,658	1,342	2,879	8,085	97,000	-	97,000	4,593	7	$ 4,600	$ 189	4,411		4,411
Downey	MB	MOU.PAIDOW12	6	186,486	14,473	167,283	13,117	305,315	777,061	1,306,409	68,025	1,238,384	72,087	4,655	$ 76,743	$ 3,148	73,595		73,595
Downey	DR	MOU.PAIDOW12	11	97,941	9,682	86,583	8,375	28,605	84,585	843,735	6,096	837,639	37,311	85	$ 37,397	$ 1,534	35,863		35,863
Duarte	MB	MOU.PAIDUAR12	2	83,764	6,985	81,937	6,818	215,625	548,790	596,474	-	596,474	35,309	5,086	$ 40,395	$ 1,657	38,738		38,738
El Monte	MB	MOU.PAIELMNT12	7	255,733	24,598	248,293	23,600	678,569	1,727,035	1,443,256	248,239	1,195,017	106,997	20,815	$ 127,812	$ 5,242	122,570		122,570
El Monte	DR	MOU.PAIELMNT12	6	108,438	10,761	96,371	9,487	29,680	119,619	1,148,436	13,733	1,134,703	41,529	125	$ 41,655	$ 1,708	39,946		39,946
Glendale	MB	MOU.PAIGLD12	29	866,901	93,591	820,375	90,566	2,574,396	6,552,131	6,883,710	441,482	6,442,228	353,524	62,816	$ 416,340	$ 17,076	399,264	(72,549)	326,715
Glendora	DR	MOU.PAIGLN12	9	99,334	14,396	90,239	11,371	20,673	57,884	1,070,888	9,403	1,061,485	38,887	32	$ 38,918	$ 1,596	37,322		37,322
Huntington Park	MB	MOU.PAIHUNPK12	5	204,123	20,011	201,290	19,406	399,733	1,017,366	829,570	139,033	690,537	86,742	12,567	$ 99,309	$ 4,073	95,236		95,236
LACDPWAvocado	MB	MOU.PAIDPW12	1	41,050	4,001	36,733	3,648	68,302	173,836	203,906	12,426	191,480	15,829	1,493	$ 17,322	$ 710	16,612		16,612
LACDPWELA	MB	MOU.PAIDPW12	6	236,926	28,766	220,497	27,110	990,395	2,520,668	1,107,723	181,954	925,769	95,019	57,773	$ 152,792	$ 6,267	146,525		146,525
LACDPWELA	DR	MOU.PAIDPW12	7	139,088	12,970	113,974	11,078	27,042	86,319	535,252	10,981	524,271	49,115	140	$ 49,255	$ 2,020	47,235		47,235
LACDPWHahn'sTrolley	MB	MOU.PAIDPW12	5	127,115	16,461	121,721	16,298	228,745	582,182	1,018,629	24,424	994,205	52,453	3,351	$ 55,805	$ 2,289	53,516		53,516
LACDPWS.Whittier	MB	MOU.PAIDPW12	2	122,716	8,957	106,202	7,980	198,351	504,826	478,841	37,646	441,195	45,766	5,361	$ 51,126	$ 2,097	49,029		49,029
Lawndale	MB	MOU.PAILAWN12	2	105,922	8,085	84,436	7,365	63,975	162,824	386,636	29,137	357,499	36,386	691	$ 37,077	$ 1,521	35,556		35,556
Lynwood	MB	MOU.PAILYN12	4	150,666	14,983	140,524	13,311	343,032	873,056	750,586	80,858	669,728	60,556	10,228	$ 70,784	$ 2,903	67,881		67,881
Malibu	DT	MOU.PAIMAL12	6	52,654	2,497	52,654	2,497	4,207	62,974	185,100	6,582	178,518	22,690	216	$ 22,906	$ 939	21,967		21,967
ManhattanBeach	DR	MOU/PAIMAN12	3	45,083	5,747	39,644	5,347	14,945	51,736	525,612	4,827	520,785	17,084	51	$ 17,135	$ 703	16,432		16,432
Maywood	DR	MOU.PAIMAY12	2	51,120	7,429	50,611	6,361	42,615	74,696	382,529	23,130	359,399	21,810	147	$ 21,957	$ 901	21,056		21,056
MontereyPark	MB	MOU.PAIMONPK12	6	248,532	20,441	220,373	18,784	429,938	1,094,241	1,070,285	66,851	1,003,434	94,965	11,268	$ 106,233	$ 4,357	101,876		101,876
MontereyPark	DR	MOU.PAIMONPK12	4	45,457	5,327	41,348	4,991	18,519	46,298	399,599	-	399,599	17,818	54	$ 17,872	$ 733	17,139		17,139
Pasadena	MB	MOU.PAIPAS12	18	714,214	61,751	681,668	59,860	1,574,133	4,006,348	3,871,352	648,405	3,222,947	293,751	41,760	$ 335,511	$ 13,761	321,750	(58,548)	263,202
PicoRivera	DR	MOU.PAIPICO12	5	136,431	11,732	114,559	10,462	30,231	126,015	479,267	-	479,267	49,367	334	$ 49,701	$ 2,038	47,662		47,662
Rosemead	MB	MOU.PAIROSE12	2	84,634	6,310	81,544	6,051	96,639	245,957	408,580	22,078	386,502	35,140	1,491	$ 36,631	$ 1,502	35,129		35,129
Rosemead	DR	MOU.PAIROSE12	3	69,658	7,039	61,661	5,930	12,230	33,791	394,582	6,497	388,085	26,572	29	$ 26,601	$ 1,091	25,510		25,510
SantaFeSprings	DR	MOU.PAISANTA12	2	21,644	2,253	19,936	2,110	7,134	26,186	276,517	-	276,517	8,591	25	$ 8,616	$ 353	8,263		8,263
South Gate	DT	MOU.PAISOUTHG12	9	221,208	14,677	221,206	14,677	115,677	292,782	1,170,077	-	1,170,077	95,324	738	$ 96,062	$ 3,940	92,122		92,122
SouthPasadena	MB	MOU.PAISOUTHPAS12	2	18,316	1,368	17,846	1,308	7,262	18,483	185,815	-	185,815	7,690	19	$ 7,709	$ 316	7,393		7,393
SouthPasadena	DR	MOU.PAISOUTHPAS12	5	31,619	3,145	22,837	2,438	9,207	21,989	306,979	3,807	303,172	9,841	16	$ 9,857	$ 404	9,453		9,453
West Hollywood	MB	MOU.PAIWEHO12	4	92,305	12,654	79,271	10,838	58,281	148,332	739,424	2,169	737,255	34,160	300	$ 34,460	$ 1,413	33,047		33,047
WestCovina	MB	MOU.PAIWTCOV12	7	189,225	13,225	181,009	12,688	111,866	284,712	576,598	47,809	528,789	78,002	1,416	$ 79,418	$ 3,257	76,161		76,161
WestCovina	DR	MOU.PAIWTCOV12	5	114,354	9,032	104,157	8,308	29,168	100,365	333,432	10,303	323,129	44,884	304	$ 45,189	$ 1,853	43,335		43,335
Total			274	7,549,751	691,665	6,910,892	642,024	11,692,934	30,042,169	42,619,339	2,996,236	39,623,103	2,978,110	313,408	$ 3,291,519	$ 135,000	3,156,519	(151,946)	3,004,572
FY10 Data																			
LADOT COMMUNITY DASH	MB	MOU.PAILADOT12	112	5,038,002	466,968	4,491,448	437,649	21,233,260	27,825,848	34,336,940	3,851,210	30,485,730	1,935,499	227,123	$ 2,162,622	$69,003	2,093,619	(394,215)	1,699,404
LADOT DEPARTMENT OF AGING	DR	MOU.PAILADOT12	55	601,132	80,538	523,313	62,042	127,247	613,177	3,969,764	51,678	3,918,086	225,511	954	$ 226,465	$7,226	219,239		219,239
Total LADOT			167	5,639,134	547,506	5,014,761	499,691	21,360,507	28,439,025	38,306,704	3,902,888	34,403,816	2,161,011	228,077	$ 2,389,087	$ 76,229	$ 2,312,858	$ (394,215)	1,918,644
Total NTD 9166 Funds																211,229	5,469,377	(546,161)	4,923,216

FY12 Revenue Mile Rate 0.43092994
FY12 Passenger Mile Rate 0.01007223

#11.

#11.

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 $61,650 FROM THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) NATIONAL TRANSIT DATA (NTD) FUNDS, AMEND THE PUBLIC WORKS BUDGET AND ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR SUCCESSFULLY REPORTING TO THE NATIONAL TRANSIT DATABASE FOR FISCAL YEAR 2009-2010**

Harold C. Williams	**10/23/2012 3:37:54 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**11/1/2012 3:03:47 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**11/1/2012 7:11:26 PM**
CITY CONTROLLER	DATE
G. Harold Duffey	**10/25/2012 2:34:36 PM**
CITY MANAGER	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.

November 6, 2012

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **HAROLD C. WILLIAMS P.E., (INTERIM) DIRECTOR**
PUBLIC WORKS DEPARTMENT

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER TO PSOMAS CORPORATION FOR ADDITIONAL ENGINEERING AND DESIGN SERVICES PERFORMED IN CONNECTION WITH THE GONZALES PARK GRADING AND DRAINAGE IMPROVEMENT PROJECT (CIP #07-03).**

SUMMARY

This resolution is to request the City Council authorize the City Manager to enter into an agreement and issue a purchase order to Psomas Corporation for additional engineering and design services work performed in connection with the Gonzales Park Grading and Drainage Improvement Project.

BACKGROUND

On March 27, 2007, City Council adopted Resolution No. 22,266, which accepted the 2002 Resources Bond Act Per Capita Grant and the Roberti-Z'berg-Harris Block Grant funds for the Gonzales Park Grading and Drainage Improvement Project and accepted the proposal of Psomas for related engineering and design services. The original contract, dated April 5, 2007, was for a one year period. The fund amounts for the grants are $422,000 and $259,684, respectively. Psomas was paid in full for its design work in May 2008, utilizing $61,875.00 of the Roberti-Z'berg-Harris Block Grant.

In September 2011, the Public Works Department requested that Psomas perform additional work during the construction phase of the project resulting in invoices for the period of September 2011 through February 2012 in the amount of $11,565.93. The services provided by Psomas included: preparation of the construction specifications, construction cost estimates, preparation and distribution of bid packages, responding to requests for information from contractors, approval of material submittals and attending meetings related to the construction of the project.

STATEMENT OF THE ISSUE

Public Works staff would like the ability to continue to utilize the services of Psomas to perform the permitting process with the Army Corp of Engineers for the project and provide any

#12.

additional information relating to design services on an "as-needed" basis. The project is expected to be completed by November 2012. The Public Works department would like to enter into an agreement through June 30, 2013.

FINANCIAL IMPACT

Funds in the amount of $20,000 are available in the 2002 Resources Bond Act Per Capita Grant, Account No 2608-71-0000-4269. This request includes prior year expenditures for Fiscal Year 2011-12 in the amount of $11,565.93 for the additional work requested.

ALTERNATIVE

The City desires to complete the project and pay for services rendered. There is no other alternative.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to issue a purchase order to Psomas in an amount not to exceed $20,000.

HAROLD C. WILLIAMS P.E.
INTERIM PUBLIC WORKS DIRECTOR

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

GHD:HCW:RC

RESOLUTION NO._________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER TO PSOMAS CORPORATION FOR ADDITIONAL ENGINEERING AND DESIGN SERVICES PERFORMED IN CONNECTION WITH THE GONZALES PARK GRADING AND DRAINAGE IMPROVEMENT PROJECT (CIP# 07-03)

WHEREAS, On March 27, 2007, City Council adopted Resolution No. 22,266, which accepted the 2002 Resources Bond Act Per Capita Grant and the Roberti-Z'berg-Harris Block Grant funds for the Gonzales Park Grading and Drainage Improvement Project and accepted the proposal of Psomas Corporation for related engineering and design services; and

WHEREAS, the fund amounts for the grants are $422,000 and $259,684, respectively; and

WHEREAS, the original contract with Psomas Corporation, dated April 5, 2007, was for a one year period; and

WHEREAS, design services provided by Psomas was paid in full for its design work in May 2008 utilizing $61,875.00 of the Roberti-Z'berg-Harris Block Grant; and

WHEREAS, in September 2011 the Public Works Department requested Psomas Corporation perform additional services during the construction phase resulting in invoices for the period of September 2011 through February 2012 in the amount of $11,565.93; and

WHEREAS, the additional services provided by Psomas included: the preparation of construction specifications, construction cost estimates, and preparation and distribution of bid packages, responding to request for information from contractor, approval of material submittals, and attending project related meetings related to the construction of the project; and

WHEREAS, the Public Works Department is requesting to continue to utilize the services of Psomas to perform the permitting process with the Army Corp of Engineers for the project and provide any additional information relating to design services on an "as-needed" basis through June 30, 2013; and

WHEREAS, funds in the amount of $20,000 are available in the 2002 Resources Bond Act Per Capita Grant, account number 2608-71-0000-4269.

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

SECTION 1. That the City Manager is hereby authorized to enter into an agreement with Psomas Corporation to provide "as-needed" services on the Gonzalez Park Grading and Drainage Improvement Project for Fiscal Year 2012-2013 (July 1, 2012 – June 30, 2013).

SECTION 2. That a purchase order is authorized to be issued to Psomas Corporation in an amount not to exceed Twenty Thousand ($20,000), which is inclusive of Eleven Thousand Five Hundred Sixty Five Dollars and Ninety-Three Cents ($11,565.93) outstanding for services rendered during Fiscal year 2011-2012.

SECTION 3. That funds shall come from account number 2608-71-0000-4269.

#12.

SECTION 4. That a certified copy of this resolution shall be filed in the offices of the City Manager, City Controller, City Clerk, Parks and Recreation, City Attorney and the Public Works Department.

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

ADOPTED this _______ day of ______________, 2012.

____
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 ____________, 2012.

That said resolution was adopted by the following vote:

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

____
CITY CLERK OF THE CITY OF COMPTON

#12.

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF COMPTON
AND
PSOMAS CORPORATION

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as **"CITY"**) located at 205 South Willowbrook Avenue, Compton, California 90220 and **PSOMAS CORPORATION,** (hereinafter referred to as **"CONSULTANT"**) located at 28480 Avenue Stanford, Suite 200, Santa Clarita, California 91355-1460.

RECITALS:

WHEREAS, the **CITY** has determined that there is a need to employ the services of a qualified and experienced engineering firm to perform permitting process services and provide design support services for the completion of the Gonzalez Park Grading and Drainage Improvement Project (CIP #07-03); and

WHEREAS, by Resolution No. _____, adopted on the __ day of ______, 2012, the City Council gave approval to award a contract to the **CONSULTANT** to provide the services required on an "as-needed" basis; and

WHEREAS, CONSULTANT warrants that it is experienced, well-connected and possesses a respected representation; and

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

NOW, THEREFORE, CONSULTANT and **CITY,** for the consideration, terms and conditions herein described, mutually agree as follows:

AGREEMENT:

1. <u>SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT</u>

It is the mutual understanding of the parties that the **CONSULTANT** shall perform and provide engineering and design consultant services on the Gonzales Park Grading and Drainage Improvement Project, to include but not be limited to: performance of the permitting process with the Army Corps of Engineers for the Project and additional information and assistance relating to design services on an "as-needed" basis.

CONSULTANT agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the **CITY.**

#12.

CONSULTANT services hereunder shall be performed in good, workmanlike and professional manner. **CONSULTANT** shall be responsible for correcting and completing all errors and omissions related to the services provided by the **CONSULTANT** for this Agreement at no additional cost to the **CITY.** "Errors" and "Omissions" for purposes of this paragraph are defined to mean a failure by the **CONSULTANT** to meet the standards of its profession as set forth in the preceding paragraph.

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

2. ASSIGNMENT OF PERSONNEL

CONSULTANT has, or will secure, all personnel required to perform the services under this Agreement. **CONSULTANT** shall make available other qualified personnel of the firm as may be required to complete **CONSULTANT's** services. The **CITY** and **CONSULTANT** agree such personnel are employees only of **CONSULTANT** and shall not be considered to be employees of the **CITY** in any way whatsoever.

Theodore Bolden, P.E., Principal-in-Charge of **CONSULTANT**, shall be primarily responsible for representing **CONSULTANT** in performance of this Agreement.

3. TERM OF AGREEMENT

The term of this Agreement shall extend from July 1, 2012 to June 30, 2013 on an "as-needed" basis, unless this Agreement is terminated as provided herein.

4. COMPENSATION

The method of payment for the services will be based on a fee-for-services basis, billable at the rates identified within **CONSULTANT's "Fee Schedule"**, which is attached hereto and incorporated herein. It is understood and agreed between the parties that the maximum compensation payable for the services to be provided by the **CONSULTANT** during the term of this Agreement shall be limited to a not-to-exceed amount of **Eight Thousand Four Hundred Thirty Four Dollars and Seven Cents ($8,434.07).**

If **CONSULTANT** fails to perform or submit the required services, the **CITY** shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein. **CONSULTANT** shall furnish to the **CITY** an itemized invoice and monthly report for all work performed during the preceding month. The accompanying reports shall include work activities performed and hours.

CONSULTANT shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the **CITY** of itemized invoices and report for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the **CONSULTANT** is billing. Invoices and reports shall be delivered or mailed to the **Director, Public Works Department** at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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

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

It is further understood and agreed that **CONSULTANT** did provide professional consultation services for the construction phase of the Gonzalez Park Grading and Drainage Improvement Project during Fiscal Year 2011-2012, for which there exists outstanding and unpaid invoices. For such services, the **CITY** agrees to pay **CONSULTANT** and **CONSULTANT** agrees to accept the amount of **Eleven Thousand Five Hundred Sixty Five Dollars and Ninety-Three Cents ($11,565.93).**

5. <u>OWNERSHIP OF MATERIALS</u>

All electronic and hardcopy drawings, designs, data, reports, documents, discs, diskettes or other material ("Documents") first prepared, developed or discovered by or for **CONSULTANT** during the course of providing services pursuant to this Agreement shall be the property of the **CITY,** whether or not the services are completed**,** and all common law and statutory copyrights now held or acquired in the future by the **CONSULTANT** in the documents are hereby assigned to the **CITY. CONSULTANT** shall deliver all Documents to the **CITY** no later than the earlier of: (a) the date of final completion of the services, or (b) the date this Agreement is terminated for any reason prior to final completion of the services. If this Agreement is terminated for any reason, the **CITY** and its agents, employees, representatives and/or assigns may use the Documents, in whole or in part, or in modified form, at **CITY's** sole discretion.

6. <u>INDEPENDENT CONTRACTOR STATUS</u>

CONSULTANT, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "Consultant"), is a wholly independent Consultant and not an officer, employee, subcontractor or agent of the **CITY**. Neither the **CITY** nor any of its officers, employees, agents or volunteers shall have any control over the conduct of the **CONSULTANT**, except as expressly set forth in this Agreement. **CONSULTANT** expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that **CONSULTANT** shall not at any time or in any manner, represent that **CONSULTANT** is in any manner officers, employees, agents or volunteers of the **CITY**. **CONSULTANT** shall obtain no rights to retirement, health care or any other benefit that accrue to **CITY** officials, officers, or employees. **CONSULTANT** expressly waives any claim to such rights.

7. <u>SUCCESSORS, ASSIGNMENT AND DELEGATION</u>

CITY and the **CONSULTANT** each binds themselves, their partners, successors, assigns and legal representatives to the other hereto and to partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in this Agreement.

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

8. <u>NONDISCRIMINATORY EMPLOYMENT PRACTICES</u>

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

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

9. <u>INDEMNIFICATION</u>

CONSULTANT shall indemnify and save harmless the **CITY**, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the **CITY** and shall defend, indemnify and save the **CITY** from any and all liability and expense including reasonable defense costs and legal fees, and claims, demands, suits, actions or proceedings of any kind or nature, including Workers' Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the negligent or intentional acts or omissions for **CONSULTANT**, its officers, employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by **CONSULTANT** pursuant to this Agreement.

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

10. <u>INSURANCE</u>

A. Without limiting the **CONSULTANT's** indemnification of the **CITY,**

CONSULTANT shall provide and maintain, at its own expense, and require any of its subconsultant'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**. Evidence of insurance shall be delivered to the **CITY** at the time of **CONSULTANT'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 termination or implementation of a reduction of limits or material change of insurance coverage as specified herein, including at least ten (10) day notice of any non-payment of premium(s). Failure on the part of the **CONSULTANT** to procure or maintain insurance shall constitute a material breach upon which the **CITY** may immediately terminate this Agreement.

All insurance required hereunder shall be primary with respect to any insurance maintained by the **CITY.** Program(s) of insurance shall include:

a. General Liability: **CONSULANT** shall provide and maintain at its own expense during the term of this Agreement a program, including but not limited to commercial general liability, inclusive of contractual liability, personal injury liability and broad form property damage with a combined single limit of not less than **One Million Dollars ($1,000,000.00)** per occurrence. The coverage shall be written on an occurrence basis. Claims made coverage is not acceptable.

b. Workers' Compensation Insurance: **CONSULTANT** 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 **CONSULTANT** and all risks to such persons under the Agreement.

c. Professional Liability: Insurance covering liability from any error, omission, negligent or wrongful act of the **CONSULTANT**, its officers, employees, agents and professional consultants of at least **One Million Dollars ($1,000,000.00)**. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

d. Insurance Endorsements. The general liability insurance policy 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, covered and endorsed as **"additional insureds"** with respect to liability arising out of the activities of the **CONSULTANT**.

.2 The insurer waives all rights of subrogation against the **CITY**.

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

.4 Identity of the insured(s) and the project subject to this Agreement.

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

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

11. PERMITS AND LICENSES

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

Upon execution of this Agreement, the **CONSULTANT** shall show evidence of a business license permit in conformance with *Section 9-1.2* of the *Compton Municipal Code*.

12. WARRANTIES

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

13. FEDERAL AND STATE WITHHOLDING TAXES

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

14. COMPLIANCE WITH LAW

All services rendered hereunder shall be provided in accordance with the requirements of relevant local, State and Federal laws.

15. CONFIDENTIAL INFORMATION AND ASSIGNMENTS

The **CONSULTANT** and **CITY** shall retain as confidential all information and data furnished by the other party that is known to be confidential or proprietary, or which is clearly identified as such, in connection with this Agreement and such information will not be disclosed or used except to the extent that such disclosure or use is reasonable necessary to the performance of this Agreement, or is required by statute, regulation, ordinance, judicial order or other governmental request.

In addition, neither party shall be liable for disclosure or use of confidential information which: (1) was known by the receiving party at the time of disclosure due to circumstances unrelated to this Agreement; (2) is generally available to the public without breach of this Agreement; (3) is disclosed with the prior written approval of the non-disclosing party; or (4) is required to be released by applicable law or court order.

16. 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.

17. CONSULTANT's BOOKS AND RECORDS

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

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

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

18. EXAMINATION AND AUDIT

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

19. TERMINATION

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

a. Either party may terminate this Agreement at any time by giving fifteen (15) days written notice of termination to the other party. If the **CITY** gives such notice of termination, **CONSULTANT** shall cease immediately all work in progress, unless otherwise directed by the **CITY**.

b. If **CONSULTANT** fails to perform or breaches any material obligation under this Agreement and such default continues for a period of seven (7) calendar days after written notice thereof, then, in addition to any other remedies, the **CITY** may terminate this Agreement immediately upon written notice.

c. The **CITY** may terminate this Agreement immediately upon written notice if **CONSULTANT** becomes insolvent; that is, it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not it has committed an act of bankruptcy, and whether or not insolvent within the meaning of the federal Bankruptcy law.

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

e. Upon termination by either the **CITY** or **CONSULTANT, CONSULTANT** shall deliver to the **CITY** all property of the **CITY** in **CONSULTANT's** possession and copies of all reports, documents and other work prepared by **CONSULTANT** pursuant to this Agreement. **CONSULTANT** shall furnish to the **CITY** a final invoice for work performed.

20. AMENDMENTS

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

21. GOVERNING LAW AND SEVERABILTIY

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

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

22. EXTENT OF AGREEMENT AND EXHIBITS INCORPORATED

This Agreement and any attachments hereto, constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all and any part of the subject matter hereof. Neither party has been induced to make or enter into this Agreement by reason of promise, agreement, representation, statement or warranty other than as herein contained. Nothing in this Agreement shall create any contractual relations between any subconsultant or subcontractor and the **CITY**.

23. NOTICES

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

TO CONSULTANT:

PSOMAS CORPORATION
28480 Avenue Stanford, Suite 200
Santa Clarita, California 91355-1460
Attn: Theodore Bolden, Principal-in-Charge
(661) 219-6000
(661) 775-2718 – fax.

TO CITY:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Director, Public Works Department
(310) 605-5505
(310) 761-1417 – fax.

Note: A copy of any notice provided to the Director shall also be provided to: City Manager, 205 South Willowbrook Avenue, Compton, California 90220.

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

#12.

24. CERTIFICATIONS

CERTIFICATIONS OF CONSULTANT

I, Theodore Bolden**, HEREBY CERTIFY** that I am the Principal-in-Charge, and duly authorized representative of the **CONSULTAN**T firm of **Psomas Corporation**, and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor

(b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

[Supply exceptions on separate page]

#12.

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

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

The above certifications are part of this contract. Signing this agreement on the signature
portion thereof shall also constitute signature of the above Certifications.

____ ________________
Theodore Bolden, Principal-in-Charge **(Date)**

25. MISCELLANEOUS

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

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

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

PSOMAS CORPORATION/CONSULTANT

Dated: ________________ **By** ___________________________________
Theodore Bolden, Principal-in-Charge

CITY OF COMPTON
Recommended for Approval:

Dated: ________________ **By** ___________________________________
Harold Williams, (Interim) Director
Public Works Department

#12.

Approved By:

Dated: ________________ **By** ____________________________________
G. Harold Duffey, City Manager

Approved as to form:

By _________________________________ **Dated:** ___________________
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _________________ **By** _____________________________________
Alita Godwin, City Clerk

Fee Schedule

Hourly Rates

Office Services

$ 70	Administrative
$ 115	CAD Operator
$ 130	Senior CAD Designer
$ 135	Surveyor
$ 135	CE Designer
$ 140	Professional Engineer
$ 150	Project Engineer (Jeremy Johnson)
$ 165	Project Surveyor
$ 180	Senior Project Manager (Dave Martin)
$ 200	Project Director-Engineering/Surveying (Ross Barker)

Field Services *

$ 355	Three-Person Survey Party
$ 245	Two-Person Survey Party
$ 175	One-Person Survey Party
$ 152	Field Engineer

Hourly rates for field survey parties include normal usage of electronic distance measuring equipment and survey vehicle expenses.

Per Diem is calculated at current State Department of Transportation rates (or other appropriate Agency rate).

Reimbursables

- Mileage at current IRS allowable rate and parking expenses incurred by office employees are charged at cost.
- Prints, plots, messenger service, subsistence, air travel, and other direct expenses will be charged at cost.
- The services of outside consultants will be charged at cost plus ten percent.

The above schedule is for straight time. Overtime will be charged at 150 percent of the standard hourly rates. Sundays and holidays will be charged at 200 percent of the standard hourly rates.

#12.

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 ENTER INTO AN AGREEMENT AND ISSUE A PURCHASE ORDER TO PSOMAS CORPORATION FOR ADDITIONAL ENGINEERING AND DESIGN SERVICES PERFORMED IN CONNECTION WITH THE GONZALES PARK GRADING AND DRAINAGE IMPROVEMENT PROJECT (CIP# 07-03)**

Harold C. Williams	**10/2/2012 12:25:01 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**11/1/2012 11:41:52 AM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**11/1/2012 7:14:51 PM**
CITY CONTROLLER	DATE
G. Harold Duffey	**11/1/2012 6:43:55 AM**
CITY MANAGER	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.

#13.

November 6, 2012

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: G. HAROLD DUFFEY, CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE LOCAL TAX COMPLIANCE SERVICES (BUSINESS LICENSE FEE AUDIT) AGREEMENT WITH MUNISERVICES, LLC TO EXPAND THE SCOPE OF SERVICES TO INCLUDE BILLBOARD AND CARD CLUB REVENUE AUDIT SERVICES

SUMMARY

This Resolution will authorize the City Manager to amend the Local Tax Compliance Services (Business License Fee Audit) professional services agreement ("LTC") with MuniServices, LLC, to provide the additional service of revenue audit consulting for Billboards and the Card Club through March 2013.

BACKGROUND

Pursuant to Resolution No. 23,448, in March 2012, the City entered into a twelve (12) month agreement with MuniServices, LLC, to perform an audit of the business license fees to ensure that the City is receiving the amount rightly due by identifying businesses subject to taxation by the City who are not properly registered or otherwise not reporting taxes to the City. This service is being provided on the basis of a contingency fee of forty percent (40%) of the additional business license revenue received by the City from each business that has been identified as owing the City, subject to a maximum compensation amount of $15,000.00 per business.

STATEMENT OF ISSUE

MuniServices, LLC has consistently provided municipal revenue enhancement services since 1972 by helping municipalities preserve, enhance and manage their revenue base. Working exclusively in the government sector, MuniServices is one of the few firms in the country providing Revenue Discovery, Audit, Collections and Information Services that encompass every municipal tax source.

MuniServices, LLC currently provides expert services to the City that include sales and use tax audit, sale and use tax analysis and reporting, property tax and

#13.

Utility Users' Tax compliance services, recovering over a million dollars in new tax revenue for the City. It is proposed that the scope of services of the current LTC agreement be expanded to include revenue audit services as follows:

- **Billboard Audit Services.** Identifying revenue due to the City and alert the City as to whether the billboard and bus stop advertising companies operating within the jurisdictional limits of the City are abiding by the advertising within the requirements of their agreement(s).

- **Card Club Audit Services.** Identifying appropriate annual revenue casino should use in determining revenue share with the City. The audit shall identify underpaid revenue to the City since last audit in 2004.

MuniServices will provide the City with a detailed audit report for the Billboard audit and the Card Club audit, and an advertising report for the Billboard audit.

FISCAL IMPACT

The City has worked with MuniServices for a number of years under a performance-based arrangement tied to a percentage of new revenue received. The City will pay a thirty-five percent (35%) contingency fee of revenue received by the City from deficiencies identified in the reviews.

The estimated fiscal impact of this proposed action is a net gain to the General Fund commensurate with the amount of new revenues identified for the City less the thirty-five percent (35%) contingency fee.

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution.

G. HAROLD DUFFEY
CITY MANAGER

GHD:CJC:RAR:rar

#13.

RESOLUTION NO. ___________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE LOCAL TAX COMPLIANCE SERVICES (BUSINESS LICENSE FEE AUDIT) AGREEMENT WITH MUNISERVICES, LLC TO EXPAND THE SCOPE OF SERVICES TO INCLUDE BILLBOARD AND CARD CLUB REVENUE AUDIT SERVICES

WHEREAS, the City of Compton receives revenue from its agreements with billboard companies, card club companies and other companies operating within the City; and

WHEREAS, services the City provides to its residents depend on the City receiving its rightful revenue due from these various revenue sources; and

WHEREAS, in light of the need for the City to reduce General Fund expenditures and increase revenue collections to ease the budget gap, pursuant to Resolution No. 23,448, in March 2012, the City entered into a twelve (12) month Local Tax Compliance Services agreement with MuniServices, LLC to perform an audit of the business license fees to ensure that the City is receiving the amount rightly due to the City; and

WHEREAS, the City desires to amend the Local Tax Compliance Services Agreement with MuniServices LLC to expand the scope of services to include Billboard revenue audit and Card Club revenue audit.

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

Section 1. That the City Manager, upon the approval of the City Attorney, is authorized to amend the Local Tax Compliance Services Agreement with MuniServices, LLC to expand the scope of services to include a Billboard revenue audit and a Card Club revenue audit.

Section 2. That the term of the amended portion of the original agreement shall commence upon execution of the contract amendment through the expiration of the original agreement term (i.e. March 5, 2013).

Section 3. That the compensation for the additional revenue audit services shall be a contingency fee of 35% of the revenue received by the City as a result of deficiencies identified as lawfully due as a result of the audit services.

Section 4. That the compensation for the additional audit services shall be paid from Account No. 1001 510 000 4269.

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

#13.

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

ADOPTED this ________ day of _______________, 2012.

____
MAYOR OF THE CITY OF COMPTON

ATTEST:

____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _______________, 2012.

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

#13.

Amendment to Consultant Services Agreement

This Amendment No. 1 is made as of _______________, 2012, by and between MuniServices, LLC a Delaware limited liability company ("MuniServices") and the City of Compton, a municipal corporation of the State of California ("City") (collectively, the "Parties").

RECITALS

- On or about March 5, 2012, City and MuniServices entered into an agreement for Local Tax Compliance Services ("LTC") (the "Agreement").
- City desires to have Consultant provide one additional service; Revenue Audit Consulting.
- The Parties therefore desire to amend the Agreement to add the additional service.

The Parties therefore agree as follows:

1. **Add Attachment 1-1.** Add the attached Attachment 1-1 Revenue Audit Consulting to the Agreement, as if fully set forth.
2. **Term.** The initial term of these added services will commence on the date written in the introductory paragraph and continue until March 5, 2013 when the master Agreement is up for renewal. The City will then have the option to renew all the services for successive one year terms. The annual anniversary date for the renewal of each of the services connected with this Agreement will then be March 5th.
3. **Other terms.** All other terms and conditions of the Agreement remained unchanged.

The parties are signing this Amendment on the date stated in the introductory clause.

Consultant
MuniServices, LLC

By: ______________________________
Doug Jensen, SVP Client Services

City of Compton
Municipal Corporation

By: ______________________________
(signature)

____
(print name/title)

#13.

Agreement between City of Compton
and
MuniServices, LLC
Expand Scope of Services to Include Billboard and Card Club Revenue Audit Services

[Additional Signature Page- City of Compton]

Approved as to form:

By ______________________________ Dated: ________________

Craig J. Cornwell, City Attorney

ATTEST:

By ______________________________ Dated: ________________

Alita Godwin, City Clerk

ATTACHMENT 1-1
REVENUE AUDIT CONSULTING SERVICES

Article 1-Objectives and Methods

The services the City of Compton provides to its residents depend on the City receiving the revenue due the City from its various revenue sources. The City of Compton and MuniServices stand united in their determination to ensure the City receives the revenue it is due from those revenue sources. In order to successfully confirm and receive its rightful revenue from its agreements with billboard companies and card club companies, the City will partner with MuniServices to audit the revenue from those agreements.

The Revenue Audit Services are divisible by revenue agreement, so each revenue agreement is tied to its own audit. The City will be able to choose which audits to initiate and when to initiate the selected audits.

Article 2 – Scope of Work

MuniServices Revenue Audit service maximizes the City's revenue from specific sources. MuniServices proposes to audit the following revenue sources:

- Billboard Revenue Audit
- Card Club Revenue Audit

The Scope for Billboard Revenue Audit and Card Club Revenue Audit are outlined below.

A. Billboard Audit Services. The City is supposed to receive revenue share from certain billboards and bus stop advertisements in certain location in the City. The most prominent area is along highway 91. The agreement prohibits adult entertainment advertising. MuniServices' audit process will identify the revenue due the City and alert the City to whether the billboard and bus stop advertising companies are abiding by the advertising requirements in the agreement.
The audit service identifies entities subject to the City's revenue sharing that are underreporting their revenue and to review the entities' records to ensure compliance with the City's agreement. In performing the Audit Services, MuniServices shall:

1. Meet with designated City staff to review and discuss potential audit candidates and mutually agree which entities shall be subject to review;

2. Obtain authorization from City to conduct a review of the entities' records and determine the amount due for current and prior periods (plus applicable interest and penalties, where appropriate);

3. Conduct the audits to identify under-reported revenues, to identify amount due the City and to identify advertising violations;

4. Submit audit summaries and advertising report to City; and,

5. Invoice entity (including supporting documentation) on behalf of City for the amount of identified deficiencies, with payment to be remitted to the City.

MuniServices shall meet with the designated City representative within 10 days of the City awarding MuniServices the contract in order to discuss the audit plan and to begin work. MuniServices shall complete the audit within 60 days, assuming the audited business comply with information requests.

#13.

B. Card Club Audit Services. The City is supposed to receive revenue share from the local casino. The audit service identifies the appropriate annual revenue the casino should use in determining the revenue share with the City. The audit shall identify underpaid revenue to the City since the last audit in 2004. In performing the Audit Services, MuniServices shall:

1. Meet with designated City staff to review and discuss the audit plan;
2. Obtain authorization from City to conduct a review of the casino's records and determine the amount due for current and prior periods (plus applicable interest and penalties, where appropriate);
3. Conduct the audit to identify under-reported revenues and to identify amount due the City;
4. Submit audit summaries to City; and,
5. Invoice entity (including supporting documentation) on behalf of City for the amount of identified deficiencies, with payment to be remitted to the City.

MuniServices will meet with the designated City representative within 10 days of the City awarding MuniServices the contract in order to discuss the audit plan and to begin work. MuniServices shall complete the audit within 60 days, assuming the audited business comply with information requests.

Article 3-Deliverables

Within 15 days of completing the audits, MuniServices shall provide the City with a detailed audit report for Billboard audit and the Card Club audit. MuniServices shall also provide the City with an advertising report for the Billboard audit.

The City Manager, or designee, will meet to discuss the audit findings and audit report.

Article 4-Compensation

MuniServices' compensation for the Audit Service shall be a contingency fee of 35%. The 35% contingency fee shall apply to revenue received by the City as a result of deficiencies identified in the review and shall include any eligible prior period revenues together with all applicable penalties, interest and late charges. The City agrees to use reasonable and diligent efforts to collect deficiencies identified by MuniServices except when the cost of recovery exceeds the deficiency in the sole discretion of the City.

The contingency fee shall apply to the full amount of tax, interest and penalty found to be lawfully due as a result of the audit. MuniServices recognizes that there are situations where the city may choose to waive, settle or otherwise negotiate a reduction of a portion of the tax and/or fee, interest or penalty identified to be lawfully due from the business. However, these negotiation activities are considered apart and separate and thus, are not a consideration for determining the contingency fee due and payable for providing the audit service. The City agrees to pay MuniServices the contingency fee based on the lawfully due amount of tax and/or fee, penalty and interest.

Article 5- City Obligations

The City shall notify formally the businesses subject to audit that the City has authorized MuniServices to conduct the audits. The City shall designate a primary contact at the City to whom MuniServices shall communicate progress and deliver audit results.

#13.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Attorney**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING AN AMENDMENT TO THE LOCAL TAX COMPLIANCE SERVICES (BUSINESS LICENSE FEE AUDIT) AGREEMENT WITH MUNISERVICES, LLC TO EXPAND THE SCOPE OF SERVICES TO INCLUDE BILLBOARD AND CARD CLUB REVENUE AUDIT SERVICES**

Ruth Rugley	**11/1/2012 10:53:05 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**11/1/2012 3:02:32 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**11/1/2012 6:46:14 PM**
CITY CONTROLLER	DATE
G. Harold Duffey	**11/1/2012 2:33:17 PM**
CITY MANAGER	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.

#14.

November 6, 2012

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: G. HAROLD DUFFEY, CITY MANAGER

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CPA FIRM MGO TO PROVIDE INTERNAL AUDIT SERVICES FOR FISCAL YEAR 2010-2011**

SUMMARY

This Resolution will authorize the City Manager to enter into a contract with a qualified CPA firm to provide internal audit services for fiscal year 2010-2011.

BACKGROUND

The City hired Mayer Hoffman McCann P.C. to provide audit services for fiscal years 2009-2010, 2010-2011 and 2011-2012. During the 2010-2011 audit services, Mayer Hoffman McCann P.C. identified an allegation of fraud, waste and abuse by the Mayor, however, in its opinion, the accounting firm was unable to investigate. Subsequently, the audit firm issued a "disclaimer of opinion" thereby refraining from issuing an audit opinion on all the City's financial statements, including reports and bond compliance certificates. The CPA firm then forwarded a letter to the City terminating its auditing contract with the City effective July 13, 2012.

It is imperative for the City to investigate the allegations of fraud, waste and abuse and subsequently, remove "disclaimer of opinion" from the City's 2010-2011 audit report. As a result, City staff has contacted several CPA firms on its own but was unsuccessful in retaining a CPA firm. However, City staff was able to meet with Los Angeles County Auditor Controller's Office for assistance. After several productive discussions, it was determined that Los Angeles County would be unable to provide forensic auditing services due to the possibility of a subsequent CPA firm not recognizing Los Angeles County's audit findings conducted on behalf of the City.

STATEMENT OF ISSUE

Recently, the City had discussions with MGO, a California CPA and its consulting division, IntelliBridge Partners to address the concerns raised regarding the 2010-2011 fiscal year audit discussed above. This CPA firm has agreed to provide internal auditing services for the City. A resolution is required in order for the City to go forward with the proposal of MGO. MGO's proposal is for a sum not to exceed $218,950.00.

#14.

FISCAL IMPACT

MGO's proposal for this internal auditing service is for a sum not to exceed $218,950.00. Funds for this general fund expenditure are available in the fiscal year 2012/2013 budget as follows:

Account Number	Amount
1001-510-000-4269	$100,000.00
1001-510-000-4249	$ 50,000.00
1001-510-IT0-4262	$ 69,000.00
TOTAL	$219,000.00

RECOMMENDATION

Staff recommends that the City Council adopt the attached Resolution.

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO._________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH CPA FIRM MGO TO PROVIDE INTERNAL AUDIT SERVICES FOR FISCAL YEAR 2010-2011

WHEREAS, Section 1419 of the City Charter of the City of Compton provides for employment of a qualified accountant at the beginning of each fiscal year, who at such time or times as may be specified by the City Council shall examine the books, records, inventories and reports of all offices and employees who receive, handle or disburse public funds and of such other offices, employees and departments as the City Council may direct; and

WHEREAS, an annual audit is also required to satisfy Federal legislation, state regulations, grants requirements, bonds covenants and other applicable regulations; and

WHEREAS, as a result of the competitive bidding process, the City Council authorized the City Manager, pursuant to Resolution No. 23,148, to select Mayer Hoffman McCann P.C. to provide the audit service for the fiscal years 2009-2010, 2010-2011 and 2011-2012; and

WHEREAS, Mayer Hoffman McCann P.C. successfully completed the audit for the fiscal year 2009-2010 and issued its opinion on the City's financial reports, Single Audit Report, CRA financial statements, Air Quality Improvement Trust Fund financial statements, bond compliance certification and other applicable reports; and

WHEREAS, while Mayer Hoffman McCann P.C. was performing the 2010-2011 audit, an allegation of fraud, waste and abuse was alleged, however, the accounting firm in its opinion was unable to resolve; and

WHEREAS, Mayer Hoffman McCann P.C. at the conclusion of the auditing services for fiscal year 2010-2011, issued a "disclaimer of opinion" thereby refraining from issuing an audit opinion on all the City's financial statements, reports and bond compliance certificates, and forwarded a letter to the City terminating the audit contract effective July 13, 2012; and

WHEREAS, it is imperative for the City to engage a CPA firm, investigate the outstanding allegation of fraud, waste and abuse against the City and remove the "disclaimer of opinion" status of the 2010-2011 audited financials; and

WHEREAS, the City has contacted several CPA firms requesting price quotations for the re-audit of the FY 2010-2011, however only one firm responded indicating that they were not interested in performing the re-audit of fiscal year 2010-2011; and

WHEREAS, Resolution Number 23,588 authorized the City Manager to enter into an agreement with Los Angeles County for forensic auditing services for the 2010-2011 fiscal year; and

WHEREAS, after several productive discussions with Los Angeles County it was ultimately decided that Los Angeles County would be unable to provide forensic auditing services due to the possibility of a subsequent firm not recognizing Los Angeles County's audit findings; and

#14.

WHEREAS, MGO, a California certified public accounting firm and its consulting division, IntelliBridge has agreed to provide auditing services for the City of Compton to audit allegations raised regarding the fiscal year 2010-2011 audit for a fee not to exceed $218,950.00.

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

SECTION 1. That Resolution Number 23,588 is rescinded.

SECTION 2. That the City Manager is hereby authorized to enter into an agreement with accounting firm, MGO and IntelliBridge Partners for forensic auditing services for a fee not-to-exceed $219,000.00 for fiscal year 2010-2011.

SECTION 3. That funds are available in the fiscal year 2012/2013 budget as follows:

Account Number	Amount
1001-510-000-4269	$100,000.00
1001-510-000-4249	$ 50,000.00
1001-510-IT0-4262	$ 69,000.00
TOTAL	**$219,000.00**

SECTION 4. That a duly certified copy of the Resolution shall be filed with the offices of the City Manager, City Clerk, City Attorney and the City Controller.

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

ADOPTED this ________ day of ________________, 2012.

____
MAYOR OF THE CITY OF COMPTON

ATTEST:

____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _________ day of ____________, 2012.

RESOLUTION NO. __________
Page 3

That said resolution was adopted by the following vote:

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

____
CITY CLERK OF THE CITY OF COMPTON

#14.

IntelliBridge Partners
One Firm. All Angles

MGO Proud To Be Boring Accountants.

October 29, 2012

Mr. G. Harold Duffey
City Manager, City of Compton
205 S. Willowbrook Avenue
Compton, California 90220

Dear Mr. Duffey,

On behalf of MGO, a California certified public accounting firm and our consulting division, IntelliBridge Partners, we are pleased to provide a proposal to address concerns raised during a meeting that our firm held with the Mayor. Several of the issues discussed may pose a risk of potential fraud, waste or abuse, but no actual incidents were actually identified. As a result, a forensic audit is not needed at this time, but audits of the issues are needed to determine if whether problems exist. Our objective for these projects is to determine whether reasonable internal controls and procedures are in place to prevent potential fraud, waste and abuse. If, for any reason, we are unable to complete the work, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement. We plan to conduct four separate audits related to:

(1) Are there questionable contracting, financial management, and business practices at the Housing Authority? (Housing Authority audit)

(2) Is the City implementing correct Journal entries related to PERS contributions, accounts payable, and enterprise accounting? (Journal entry audit)

(3) Does the City's Planning Department have sufficient cash handling controls?

(4) City self-insurance activities related to:

- Has the City appropriately implemented administrative leave policies?
- Has the City classed employees correctly which impact benefit packages?
- Are worker compensation payments paid correctly? (Self-insurance audit)

(5) Has the City planned for and budgeted the re-hiring of retired City employees? (Retirement audit)

Other concerns were cited by the Mayor related to City operations. At the completion of these initial audits, we will use the audit results to determine the need to examine City operations.

#14.

The five internal audits that we propose do constitute a financial audit. Should the reviews result in the identification of fraud, we will promptly notify you and discuss the need, at that time, for a forensic audit and negotiate new fees for the work. It is expected, however, that the results of the reviews will alert the City to weaknesses in processes and procedures and lead to recommendations that could lead to better ways to implement operations and service delivery. We can begin the reviews immediately upon authorization by the City. Unless unforeseeable problems are encountered, the engagements – assuming the City wishes to conduct them as soon as possible – should all be completed between December 30, 2012 and January 31, 2013. At the conclusion of each engagement, we will submit a report to the City provided timely receipt of data requested from our firm. All work will be performed according to generally accepted government auditing standards.

Our fee for all five internal audits total $218,950. Each audit is separately priced in this proposal. The fees will be billed as progress is incurred. The fee estimate is based on the assumption that unexpected circumstances will not be encountered during the engagement. Our invoices for these fees will be rendered for work completed within each calendar month and are payable on presentation.

We appreciate the opportunity to assist you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. All work shall be performed in accordance with generally accepted governmental auditing standards for performance audits. If you have any questions, please feel free to call me at 213.286.6413 or email at dcallahan@intellibridgepartners.com, or dcallahan@mgocpa.com.

Very truly yours,

Denise Dias-Callahan

Denise D. Callahan
Partner

City of Compton

AGREEMENT TO COMMENCE WORK

This letter sets forth our understanding of the scope of services and provides authorization to MGO and IntelliBridge Partners to perform selected internal audits as address described in this engagement letter. Payment will be rendered on a monthly basis upon receipt of invoice.

____
G. Harold Duffy, City Manager

Date ____________________________

Audits to be performed 1, 2, 3, 4, 5 (Please circle)

Please email a copy of this letter to:
Dcallahan@intellibridgepartners.com

#14.

Section A: Approach

Scope of this Project:

We will implement 4 separate audits to address the following issues:

(1) Are there questionable contracting, financial management, and business practices at the Housing Authority? (Housing Authority audit)

(2) Is the City implementing correct Journal entries related to PERS contributions, accounts payable, and enterprise accounting? (Journal entry audit)

(3) Does the City's Planning Department have sufficient cash handling controls? (Cash handling audit)

(4) City self-insurance activities related to:

- Has the City appropriately implemented administrative leave policies?
- Has the City classed employees correctly which impact benefit packages?
- Are worker compensation payments paid correctly? (Self-insurance audit)

(5) Has the City planned for and budgeted the re-hiring of retired City employees? (Retirement audit)

The timeframe for both reviews will cover Fiscal Year 10-11.

Project Approach

Our approach to each audit will be as follows:

Planning Phase:

Establishing shared expectations and a clear understanding of roles and responsibilities at the start of a project is critical to the overall success of any project. To accomplish this, MGO/IBP will develop a detailed project work plan and a project schedule and hold an entrance conference with applicable City Department staff. The primary objectives of the meetings will be to confirm both parties' understanding of key study parameters and to discuss the communication protocols that will be used for the engagement. If acceptable to the City, communication protocols will include written monthly progress reports. Key tasks that we will conduct include:

- Meet with Department staff
- Perform risk assessment for audit planning
- Obtain requested data
- Assess reliability of the data
- Develop audit plan

Implementation Phase:

Following the Entrance Conference, MGO/IBP will begin the Implementation Phase of this project. The types of data gathering and collection techniques that we will administer will likely include the following.

The implementation phase will include conducting the work necessary to accomplish the scope of services requested for this project. It is anticipated that the Implementation plan to be developed under the Planning phase of the project will include some or all of the following audit objectives and procedures. :

1. **Interviews**: We will conduct employee interviews as necessary to obtain relevant supporting data and information regarding the City's practices. Depending on the type of review, we may use structured interview guides to collect the information consistently.

2. **Documentation Review**: We will request a target set of documentation for further review to understand the City's control environment.

3. **Identify gaps in controls:** We will assess the gaps in controls.

4. **Sample testing**: We will select a representative sample of transactions to test against pre-defined audit criteria to test the effectiveness of controls and to identify whether fraud, waste or abuse had occurred. The number of transactions will range from 15 to 50 transactions per audit.

Phase III: Reporting

The Reporting Phase will consist of conducting an exit conference to discuss the principal findings and results of the review. Upon completion of the exit conference, our staff will prepare the draft report and submit the draft report to the Controller for review and comment. We will incorporate official City response into the final report.

- We anticipate that key tasks will include:
- Summarize the findings
- Hold an exit conference with controller staff
- Prepare the draft report
- Perform internal quality report review
- Issue the draft report to the City
- Receive agency comments
- Finalize and issue the report

#14.

Project Timeline

MGO/IntelliBridge proposes a project schedule which assumes a realistic view of the complexity and required thoroughness for conducting the various audits. The schedule below reflects the time it will take to complete each of the audits.

Schedule

Audit	Timeline
1. Housing Authority	November 6 – December 30, 2012
2. Journal entry audit	December 1 – December 31, 2012
3. Cash handling audit	January 1 – January 31, 2013
4. Self-insurance audit	January – March 30, 2013
5. Retirement Audit	January – February 15, 2013

Section B: Cost Proposal

Our proposed fixed fee and estimated hours for this assessment is below. We based the price on our prior work experience conducting related reviews and on the expected cooperation to be received from City staff. The proposed fees are based on the assumption there will not be any major changes in scope. Our firm may reallocate hours as necessary between activities and proposed staff to help us complete the project within budget. As these are estimated hours only, we may need to reallocate hours and all expenses as necessary to complete the work as necessary under our “fixed price” budget. Invoices will be submitted monthly for progress incurred and are due upon payable. Expenses, such as mileage will be billed as incurred.

Audit 1: Housing Authority Audit

Position	Hours	Standard Rate	Cost	Total Price
Partner	16	$350	$5,600	
Manager	30	$210	$6,300	
Sr. Internal auditor	420	$150	$63,000	
Auditor				
Not to Exceed Labor SubTotal				$74,900
Direct Expense Estimate (billed as incurred)				$1,500
Total				$76,400

Audit 2: Journal Entry Audit

Position	Hours	Standard Rate	Cost	Total Price
Partner	40	$390	$15,600	
Manager	85	$210	$17,850	
Sr. Internal auditor	40	$150	$6,000	
Auditor				
Not to Exceed Labor SubTotal				$39,450
Direct Expense Estimate (billed as incurred)				$1,200
Total				$40,650

Audit 3: Cash Handling Audit

Position	Hours	Standard Rate	Cost	Total Price
Partner	40	$390	$15,600	
Manager	30	$210	$6,300	
Sr. Internal auditor	120	$150	$18,000	
Auditor				
Not to Exceed Labor SubTotal				$39,900
Direct Expense Estimate (billed as incurred)				$1,200
Total				$40,650

Audit 4: Self-Insurance Audit

Position	Hours	Standard Rate	Cost	Total Price
Partner	10	$350	$3,500	
Manager	30	$210	$6,300	
Sr. Internal auditor	250	$150	$37,500	
Auditor				
Not to Exceed Labor SubTotal				$47,300
Direct Expense Estimate (e.g. estimated mileage to be billed as incurred)				$1,800
Total				$49,100

#14.

Audit 5: Retirement Audit

Position	Hours	Standard Rate	Cost	Total Price
Partner	2	$350	$750	
Manager	10	$210	$2,100	
Sr. Internal auditor	60	$150	$9,000	
Not to Exceed Labor SubTotal				$11,850
Direct Expense Estimate (mileage billed as incurred)				$300
Total				$12,150

#15.

WARRANTS APPROVED BY COUNCIL

Warrant #	Date	Name	Services Provided	Amount	Amount Paid Year to Date
211812	10/24/12	Malibu Pacific Tennis Courts Inc.	The repair/replacement of Playground Equipment at various parks	$7,150.00	$0.00

Requested by Parks & Recreation Dept.

Warrant #	Date	Name	Services Provided	Amount	Amount Paid Year to Date
212092	10/30/12	Bank of the West	Compensation to Bank of the West For late charges.	$4,536.93	$90,738.53

Requested by City Manager's Office

I hereby certify that the above demands in the amounts of $11,686.93 were approved at a regular meeting of the City Council and reject ___________________ as of November 6, 2012.

_____________________ Council Member

_____________________ Council Member

_____________________ City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on November 6, 2012 allowed the above demands.

____
Alita Godwin
City Clerk

#15.

MALIBU PACIFIC TENNIS CO[illegible]TS
31133 VIA COLINAS
SUITE 107
WESTLAKE VILLAGE, CA 91362
(818) 707-3797 Fax (818) 706-1951

CUST[illegible]ER #: 03200
INVOICE #: 8695
INVOICE DATE: 09/04/12
DUE DATE: 09/04/12

BILL TO:
CITY OF COMPTON - ATTN: RHONDA
PARKS & RECREATION
600 N ALAMEDA STREET
COMPTON, CA 90221

JOB: 21303
WILSON/LEUDERS PARK

COMPTON, CA

CODE	DESCRIPTION	CURRENT CONTRACT	PREVIOUS BILLED	PREV %	% COMPL	CURRENT BILLING
0500	WILSON PARK	4,700.00			100.0	4,700.00
0503	LEUDERS PARK	2,450.00	2,450.00	100.0	100.0	
	TOTALS:	7,150.00	2,450.00	34.3	100.0	4,700.00

NET DUE: 4,700.00

Thank you for your business!

Ok
to Pay

#15. ꞏU PACIFIC TENNIS CC...TS
31133 VIA COLINAS
SUITE 107
WESTLAKE VILLAGE, CA 91362
(818) 707-3797 Fax (818) 706-1951

CUST...ER #: 03200
INVOICE #: 8693
INVOICE DATE: 09/04/12
DUE DATE: 09/04/12

BILL TO:
CITY OF COMPTON - ATTN: RHONDA
PARKS & RECREATION
600 N ALAMEDA STREET
COMPTON, CA 90221

JOB: 21303
WILSON/LEUDERS PARK

COMPTON, CA

CODE	DESCRIPTION	CURRENT CONTRACT	PREVIOUS BILLED	PREV %	% COMPL	CURRENT BILLING
0500	WILSON PARK	4,700.00	4,700.00	100.0	100.0	
0503	LEUDERS PARK	2,450.00			100.0	2,450.00
	TOTALS:	7,150.00	4,700.00	65.7	100.0	2,450.00

NET DUE: 2,450.00

Thank you for your business!

Ok
To pay

#15.

Bank of the West
475 Sansome Street, 19th Floor
San Francisco, CA 94111

RUSH

INVOICE
October 03, 2012

City of Compton
205 Willowbrook Avenue
C/O CITY MANAGER
Compton, CA 90220

Contract Number: 200-9044377-001

Invoice Number: 2182
Due Date: 09/15/2012

Payment:

Current Month:		0.00
Past Due:	1-30 days	~~90,738.53~~ KP
	31-60 days	0.00
	61-90 days	0.00
	91+ days	0.00
Sales Tax:		0.00
Late Charges:		4536.93
Misc Due:		0.00
Total:		~~$95,275.46~~ KP 4,536.93

Please remit the total due on this invoice to 475 Sansome Street, 19th Floor ncisco, CA 94111-3103.

Don't forget to note your **CONTRACT NUMBER** on your ch

Phone: 415 217 4264 Fax: 415 956 3817

OK to Pay

#15. of the West
475 Sansome Street, 19th Floor
San Francisco, CA 94111

CITY MANAGER'S OFFICE
RECEIVED

Address Service Requested

2012 OCT 10 PM 3:58

October 04, 2012

1832000184 PRESORT 184 1 SP 0.450 P3C1 <>

CITY OF COMPTON
205 WILLOWBROOK AVENUE
C/O CITY MANAGER
COMPTON, CA 90220

RE: Commercial Lease Number: 200-9044377-001 Amount Past Due: $4,536.93

Dear Customer:

Our records indicate your account is past due for the amount listed above. This is for late charges only and does not include any regular rental payments which may also be due.

Please note that late charges accrue when your payment is received more than 10 days after its due date. We provide a 10 day grace period to allow for those extenuating circumstances such as an unusual mail delay. The calculation for late charges is clearly spelled out in the terms and conditions of our lease agreement.

If you have already sent a payment that includes the above amount, thank you. If not, please send us $4,536.93 today to the address listed above and include this letter as a remittance slip.

Sincerely,

Angela Aponte, ext. 2174264
Phone: 888-834-7435 Fax: 415-956-3817

Controller's Office
2012 OCT 24 AM 5:51

OK to Pay