

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, November 27, 2012 5:45 PM

HEARING(S)

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. November 6, 2012

REPORTS OF OFFICERS AND COMMISSIONS

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

2. CLAIM AGAINST THE CITY:

Maria Diaz v. City of Compton - I-8545/LI0000230A

CLOSED SESSION

3. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Socal Mobile Food Vendors Association v. City of Compton, TC026968
Warren/Shandell v. City of Compton, BC 389182/TC020285
Pursuant to California Government Code Section 54956.9(a)

4. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

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

UNFINISHED BUSINESS

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE MUNICIPAL LAW ENFORCEMENT SERVICES' FISCAL YEAR 2012-2013 BUDGET TO ACCEPT AND APPROPRIATE \$140,600.00 IN FUNDING TO CONDUCT SOBRIETY CHECKPOINTS IN THE CITY OF COMPTON
6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AMENDMENTS TO THE POSITION CLASSIFICATION PLAN BY ADOPTING CLASSIFICATION SPECIFICATIONS FOR THE POSITIONS OF DIRECTOR OF PUBLIC WORKS AND MUNICIPAL UTILITIES AND DEPUTY DIRECTOR OF PUBLIC WORKS AND MUNICIPAL UTILITIES AND AMENDING THE SALARIES FOR SAID POSITIONS
7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MARTIN AND CHAPMAN COMPANY TO RENDER SPECIFIED SERVICES AND SUPPLIES FOR THE 2013 PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTIONS TO BE HELD ON APRIL 16, 2013 AND JUNE 4, 2013, RESPECTIVELY
8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 16, 2013 AND JUNE 4, 2013, RESPECTIVELY

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO DEBRA DUNCAN FOR ELECTION PREPARATION SERVICES FOR THE 2013 PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTIONS TO BE HELD ON TUESDAY, APRIL 16, 2013 AND JUNE 4, 2013 RESPECTIVELY

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, December 04, 2012 @ 5:45 PM.

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NOVEMBER 6, 2012

The City Council meeting was called to order at 5:56 p.m. in the Council Chambers of City Hall by Mayor Eric Perrodin.

ROLL CALL

Council Members Present: Zurita, Dobson, Arceneaux, Jones, Perrodin

Council Members Absent: None

Other Officials Present: C. Cornell, A. Godwin, G. H. Duffey

6:00 P.M. - PUBLIC HEARING - PROPOSED RE-ALIGNMENT OF ELECTORAL DISTRICTS (HEARING CANCELLED DUE TO CITY COUNCIL'S APPROVAL OF MAP "C" AT A PRIOR COUNCIL MEETING)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Pastor Iglelkagda, Church of Reitauracion, petitioned the City Council to assist them in the permit process for the acquisition of church property.

Conroy Cook, engineer, stated that the church paid the fees to get the drainage plans approved eighteen months ago and asked the council to determine why the consultants, Willdan & Associates, refuse to continue in the permit process due to nonpayment.

City Manager Duffey apologized to Mr. Cook and referred him to the assistant city manager for further assistance.

Robert Miles, project director for the Church of Reitauracion, petitioned the City Council to expedite the permit process.

Mayor Perrodin requested the address of the church. Mr. Miles stated that the church is located at 1320 North Long Beach Boulevard and the off-site parking is located at 1508 Long Beach Boulevard.

City Manager Duffey apologized to Mr. Miles for holding up the permit process for the church and asserted that this is the first time he has heard of this issue. Mr. Duffey notified Mr. Miles and others going through this process that they do not have to wait until Tuesday night to resolve their issues and that they should talk to the department head of that particular department or the city manager.

Councilperson Arceneaux asked Pastor Iglelkagda if his church will be offering a rehabilitation service. Pastor Iglelkagda indicated that his plan is to offer those services in the future.

Councilperson Arceneaux asked Pastor Iglelkagda if his church is affiliated with a branch of churches in other states. Pastor Iglelkagda replied affirmatively.

Narciso Reyes, Compton resident, (translated from Spanish) petitioned the City Council to address the loitering at the bottom of the pedestrian bridge at Willowbrook Avenue between Alondra and Greenleaf Boulevard.

Mayor Perrodin referred Mr. Reyes to the assistant city manager for further assistance.

Councilperson Arceneaux directed the city manager to move on this issue expeditiously and asked that he comment on the street sweepers.

City Manager Duffey notified the residents that the City's street sweepers have been down as of yesterday. Mr. Duffey stated that in accordance to the national pollution discharge, he has directed the public works director to ensure that no street goes unswept at a minimum, of once per month; and noted that there are additional costs associated with the once a week street sweeping schedule if it is the council's desire to maintain the weekly street sweeping schedule.

#1.

Councilperson Zurita conceded that the street sweepers are fairly new and questioned if the City purchased a lemon or if the City is not properly operating the equipment. City Manager Duffey indicated that the equipment is from three manufacturers and therefore requires a specific infrastructure to maintain them properly.

Councilperson Dobson stated that she does not believe it is in the City's best interest to keep this service in-house because of the maintenance and operations and suggested that the service be contracted out.

City Manager Duffey held that he would bring back a report regarding the true costs to provide the service in-house and what the real problem is.

Mayor Perrodin stated that he has received several complaints regarding the streets not being swept; and that it is his recommendation to keep the weekly street sweeping schedule.

City Manager Duffey stated that he would bring back a report regarding a cost analysis of contracting the services out and where the funds would be allocated from.

Councilperson Zurita asked the city manager when the street sweeping schedule would resume. City Manager Duffey stated that he anticipates street sweeping to begin tomorrow with one sweeper and by next Wednesday weekly street sweeping should resume.

City Attorney Cornwell expressed a concern for department heads binding the City to contracts without prior authorization from council.

Councilperson Zurita asked the city manager when he would start enforcing this policy. City Manager Duffey answered that there were specific instances when the department heads act in emergency situations, and then there are those situations when the city manager is unaware of department heads racking up thousands of dollars worth of expenses.

Councilperson Arceneaux added that contractors need to know the City has no legal liability to pay a contract even if the work has been performed.

City Attorney Cornwell clarified that there is no apparent authority for contractors to get paid if the city manager does not have the authority to pay over the \$5,000 limitation.

Herbert Arceneaux, Compton resident, asked the City Council to address the quality of work provided by the street sweepers and the streets lights at 426 and 432 Tichenor Street and along Greenleaf Boulevard.

Mayor Perrodin asserted that the street lights should be on a maintenance schedule; and asked if any accommodations would be provided to the people that received citations on the days the street sweeper did not come.

City Attorney Cornwell stated that anyone who received a citation on a day the street sweeper did not come should contact the office of Municipal Law Enforcement Services to schedule an appeal.

Charles Strickland, Compton resident, asked the city manager to investigate how much the City of Compton is spending on Sheriff non-emergency flights in an effort to possibly discontinue it.

Minnie Sawyer, Compton resident, complimented the Mayor and the City Council on a job well done.

Lorraine Cervantes, Compton resident, asked the City Council to consider a team of volunteers and/or hotline to ensure that code violations are reported. She went on to cite the following sections the ethics training manual previously mentioned at council meetings such as, campaign contributions, jobs, gifts, special considerations, and disqualifications from participating in decisions.

Councilperson Arceneaux directed the city manager to research the feasibility of the City attaining a phone application that gives the citizens the ability to report code violations on their cell phone device.

Val Dudley, Compton resident, asked that something be done to alleviate the noise in her neighborhood.

Councilperson Arceneaux directed the city manager to monitor the enforcement of the loud noise ordinance.

William Kemp, Compton resident, requested the status of the City's financial stability with regard to the proposed contract with MGO and past allegations of corruption. He went on to question if the Mayor would offer an apology since it was determined that a forensic audit is not required.

Lynn Boone, Compton resident, stated that she hear helicopters every night in the First District and will be presenting a video to this Body soon. She questioned the validity of Item No. 9 and if the City even generates \$450,000 in parking citations to pay Compton Courts. She asked if Item No. 10 is a budget amendment; and why the contract in Item No. 12 need to be extended. She challenged the city manager's remarks regarding a five signature letter from the County of Los Angeles rejecting a request to audit the City's finances and held that she was notified by Walter Burns, an auditor from the state of California, that the City of Compton has not formally asked them to perform an audit. She questioned if Item No. 14 insinuates that an audit was already performed, and asked the city treasurer why Item No. 2 is not under the successor agency.

CONSENT AGENDA

On motion by Zurita, seconded by Arceneaux, 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

1. OCTOBER 16, 2012

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

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

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 **(Resolution #23,634)**

REGULAR AGENDA

CITY MANAGER'S REPORT

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

#1.

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

City Manager Duffey stated that the item would be posted on the November 13, 2012 agenda therefore there is no need for a workshop.

The motion was withdrawn.

5. **ORAL/WRITTEN REPORT** - Compton Creek Maintenance Update

On motion by Zurita, seconded by Arceneaux, the Compton Creek Maintenance Update report was received and filed, by the following vote on roll call:

AYES: Council Members - Zurita, Dobson, Arceneaux, Jones, Perrodin

NOES: Council Members - None

ABSENT: Council Members - None

Terrence Davis, Assistant City Manager, presented a brief overview of the creek's funding, maintenance challenges, proposed maintenance plans, and an update on interim, short-term, mid-term and long-term maintenance on the Compton Creek.

***Councilperson Dobson out at 7:28 p.m.**

CITY ATTORNEY'S REPORTS

6. **CLAIM AGAINST THE CITY:**

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

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

AYES: Council Members - Zurita, Arceneaux, Jones, Perrodin

NOES: Council Members - None

ABSENT: Council Members - Dobson

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)

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

AYES: Council Members - Zurita, Arceneaux, Jones, Perrodin

NOES: Council Members - None

ABSENT: Council Members - Dobson

UNFINISHED BUSINESS- There was no 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**

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

Mayor Perrodin asked if the budget projections of \$1.2 million in revenues are in addition to the \$450,000 the City will pay the Compton Court.

Carl Houston, Director of Municipal Law Enforcement Services, stated that the City is projected to receive approximately \$1.2 million after the \$450,000 payment.

Resolution # 23,635 entitled "**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**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones, Perrodin

NOES: Council Members - None

ABSENT: Council Members - Dobson

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 **(REAGENDAD)**

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

Mayor Perrodin asked the city attorney if this item is a budget amendment.

City Attorney Cornwell replied affirmatively.

Mayor Perrodin asked the city manager if this budget reallocation would affect future payments to Metropolitan Water District (MWD).

City Manager Duffey indicated that he did not believe it would be an issue with this particular funding source.

Mayor Perrodin asked why this item was not included in the budget. City Manager Duffey informed the Mayor that there was no one available to address his question.

Mayor Perrodin requested that the item be brought back next week for additional questioning.

Councilperson Zurita asked the city manager if this was a time sensitive matter. City Manager Duffey conceded that the item could be brought back next week.

Councilperson Arceneaux withdrew her motion.

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

Mayor Perrodin expressed a concern for three items being introduced and approved in one resolution.

City Manager Duffey assured the Mayor that all of its components are related.

#1.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,636** entitled "**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**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones, Perrodin

NOES: Council Members - None

ABSENT: Council Members - Dobson

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)

Councilperson Zurita asked the city manager to bring back a report regarding this project's completion date next week.

Mayor Perrodin asked the city attorney if this item is a budget amendment.

City Attorney Cornwell replied affirmatively.

Mayor Perrodin read the background information and asked the city attorney if this is a contract proposal to pay for previously completed work and additional work in the future.

City Attorney Cornwell replied affirmatively.

On motion by Arceneaux, seconded by Jones, **Resolution # 23,637** entitled "**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)**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones

NOES: Council Members - Perrodin

ABSENT: Council Members - Dobson

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

On motion by Arceneaux, seconded by Jones, **Resolution # 23,638** entitled "**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**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones, Perrodin

NOES: Council Members - None

ABSENT: Council Members - Dobson

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

Mayor Perrodin asked the city attorney if this item is a budget amendment to approve a contract for \$218,000.

City Attorney Cornwell indicated that this is a three vote item.

Councilperson Arceneaux asked the city manager if this internal audit is contingent upon the City receiving the line of credit. City Manager Duffey stated that this is not contingent upon the line of credit, but it certainly helps the City in the future.

Councilperson Zurita requested the cost of the 2010-2011 audit. City Manager Duffey stated that an additional \$150,000 was put into the 2011-2012 fiscal year budget for a potential re-do of the 2010-2011 audit and another \$200,000 for an audit of the 2011-2012 fiscal year.

Councilperson Zurita asked the city manager if the Mayor spoke with MGO. City Manager Duffey replied affirmatively and noted that they developed their scope of work after their conversations with the Mayor.

Councilperson Zurita asked the city manager if it is necessary to expend additional funds to conduct another audit for 2010-2011 considering an audit was previously conducted.

City Manager Duffey clarified that this contract would not complete another 2010-2011 audit, it is going to examine the areas of the Mayor's concerns to help determine whether or not there is a need for a forensic audit. Although, MGO has already stated that there is no evidence that any fraud has occurred.

City Manager Duffey stated that the reason why Mayer, Hoffman and McCann (MHM) did not sign the audit for 2010-2011 is because they did not have an opportunity to engage the Mayor and vet his concerns. Mr. Duffey indicated that the City would go back to MHM with MGO's findings for an opinion on the audit. Consequently, if MHM does not sign the audit the City must decide whether or not it is beneficial for the City to spend another \$150,000 or more to re-do the 2010-2011 audit in addition to the \$218,000.

Councilperson Zurita asked the city manager if the City could pay an additional \$219,000 or more based upon the Mayor's statements and MGO's findings to substantiate the Mayor's concerns. City Manager Duffey replied affirmatively.

Councilperson Arceneaux asked the city manager if the cost could be less than the not to exceed contract amount. City Manager Duffey replied affirmatively.

Mayor Perrodin maintained that he met with MGO and voiced his concerns and prior to that, he met with County of Los Angeles and state auditors. The Mayor indicated that these individuals were accountants and not attorneys and cited a difference between an accounting principle and criminal principle, and if some of his concerns are found to be true, they are criminal in nature.

Mayor Perrodin stated that MHM was the same accounting firm that the city of Bell used to sign-off on their practices and because of that, the state of California fined them heavily and other cities terminated their contract. The Mayor stated that when he mentioned that he had concerns, they stepped away because they were concerned that they would not acquire any more business in California and potentially fined again because they were the prior accounting firm.

The Mayor recommended the City go back to MHM to get its money back because they did not complete the terms of their contract agreement.

#1.

On motion by Arceneaux, seconded by Zurita, **Resolution # 23,639** entitled "**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**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones, Perrodin

NOES: Council Members - None

ABSENT: Council Members - Dobson

APPROVAL OF WARRANTS

15. Warrant #211812 - 10/24/12 - Malibu Pacific Tennis courts Inc. - Repair/Replacement of Playground Equipment at various parks - \$7,150.00 - Requested by: Parks

Warrant #212092 - 10/30/12 - Bank of the West - Compensation to Bank of the West for late charges - \$4,536.93 - Requested by: City Manager

Total Amount - \$11,686.93

Councilperson Arceneaux requested an explanation of warrant number 212092.

City Manager Duffey contended that the system used to make this annual payment is too convoluted to process the payment in twenty days.

Councilperson Arceneaux asked the city manager if staff was working to resolve this issue to ensure that this does not happen again. City Manager Duffey replied affirmatively.

Mayor Perrodin asked the city manager if these fees were budgeted in a contingency fund. City Manager Duffey notified the Mayor that these charges are not budgeted in a contingency fund.

Mayor Perrodin requested the amount of money the City has deposited in the Bank of the West daily. City Manager Duffey cited \$8 million dollars in Bank of the West.

Mayor Perrodin requested the amount of interest Bank of the West is receiving to loan those funds out.

Douglas Sanders, City Treasurer, clarified that the City maintains \$10 million in Bank of the West and it is deposited in various restricted accounts.

Mayor Perrodin asked that someone contact this financial institution to find out why they are charging the City over \$4500 in late fees when they have \$10 million in their bank.

City Manager Duffey contended that he had the exact conversation with Bank of West on several occasions to no avail.

City Treasurer Sanders stated that he should have been notified, because of his relationship with the people at Bank of the West.

City Manager Duffey asked the city treasurer to contact those individuals regarding this issue because staff was told that they could not waive those fees.

Councilperson Zurita recommended that this item be removed to allow the city treasurer an opportunity to work out the details.

City Treasurer Sanders suggested the item be passed because there is no guarantee that the fees will be waived.

Mayor Perrodin asked the city controller if this item is a budget amendment.

Stephen Ajobiewe, City Controller, stated that this is not a budget amendment.

Mayor Perrodin asked that someone address warrant number 211812.

City Manager Duffey notified the Mayor that this company was brought on to perform emergency repairs on playground equipment at two parks.

Mayor Perrodin asked the city manager if this company has a contract with the City. City Manager Duffey responded that they did not have a contract with the City and referred the Mayor to his memorandum authorizing payment due to the potential hazards of the children at the parks.

Mayor Perrodin questioned when the emergency repairs performed.

Marvin Hunt, Interim Director of Parks and Recreation, stated that the parks department authorized the removal of damaged playground equipment on September 4, 2012.

Mayor Perrodin expressed a concern for the potential liabilities to the City in the event a child was injured on the playground equipment. He was also concern why it was not replaced when it was originally discovered.

Mayor Perrodin requested the type of work performed at Lueders Park. Mr. Hunt stated that the company repaired a damaged slide and another piece of equipment that was not functioning properly.

Councilperson Zurita asked who stamped the supporting documents “paid.” City Controller Ajobiewe stated that the supporting documentation is always stamped “paid” when the process is complete.

City Attorney Cornwell asked the city controller to state the account numbers the warrants will be paid from.

City Controller Ajobiewe cited account number 62005100004334 for warrant number 212092; and account number 10018400004238 for warrant number 211812.

It was motioned by Zurita, seconded by Arceneaux, to approve **warrant number 212092**, by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones, Perrodin

NOES: Council Members - None

ABSENT: Council Members - Dobson

It was motioned by Zurita, seconded by Arceneaux, to approve **warrant number 211812**, by the following vote on roll call:

AYES: Council Members - Zurita, Arceneaux, Jones

NOES: Council Members - Perrodin

ABSENT: Council Members - Dobson

COUNCIL COMMENTS

Mayor Perrodin announced that President Barack Obama was re-elected.

Councilperson Zurita congratulated President Barack Obama on his second term.

Councilperson Arceneaux applauded the United States of America for re-electing President Barack Obama.

Councilperson Jones congratulated President Obama on his second term.

***Councilperson Zurita out at 8:33 p.m.**

Mayor Perrodin requested that the meeting be adjourned in the memory of long-time residents Frederick O'neil Harris and Lena Bonds.

Councilperson Arceneaux requested that the meeting be adjourned in the memory of J. L. Hughes member of Doublerock Church.

The meeting was recessed to closed session at 8:34 p.m. and reconvened at 9:11 p.m.

City Attorney Cornwell stated that council met in closed session with the following council persons present: Perrodin, Jones and Arceneaux regarding board of administration, no action taken. However at that time, the quorum was lost and closed session was terminated.

City Clerk Godwin adjourned the meeting at 9:12 p.m. for lack of a quorum.

Clerk of the City of Compton

Mayor of the City of Compton

November 27, 2012

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: CITY ATTORNEY REPORT/CLAIM NO. I-8545/LI0000230A

SUMMARY

Council will consider the claim of Maria Diaz (Claim No. I-8545/LI0000230A), presented to the City on October 9, 2012 to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

On October 9, 2012, the above claim was presented to the City Controller by a law firm representing Maria Diaz for personal injury. Claimant alleges that on April 30, 2012, she injured her knees on an uneven sidewalk after exiting the Los Angeles County Court building located at 200 West Compton Boulevard. Claimant alleges that dilapidated conditions of outdoor premises caused her injury.

Based upon our review of the claim and a site inspection conducted by Staff, there is no evidence to suggest a dangerous condition existed that would give rise to City liability. In addition, the law requires pedestrians in a case such as this to use due care. Finally, it is also unclear as to whether the area where Claimant fell is the property of the City or County.

FINANCIAL IMPACT

Unknown at this time.

RECOMMENDATION

Staff recommends that this claim be denied.

/S/

CRAIG J. CORNWELL
CITY ATTORNEY

November 27, 2012

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: MUNICIPAL LAW ENFORCEMENT SERVICES

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE MUNICIPAL LAW ENFORCEMENT SERVICES' FISCAL YEAR 2012-2013 BUDGET TO ACCEPT AND APPROPRIATE \$140,600.00 IN FUNDING TO CONDUCT SOBRIETY CHECKPOINTS IN THE CITY OF COMPTON

SUMMARY

Staff would like Council to consider amending the Municipal Law Enforcement Services' Fiscal Year 2012-2013 Budget to accept and appropriate One Hundred and Forty Thousand, Six Hundred (\$140,600.00) Dollars in grant funding from the State of California, Office of Traffic Safety, to conduct sobriety checkpoints in the City of Compton.

BACKGROUND

The State of California, Office of Traffic Safety through the University of California, Berkeley Traffic Safety Center, has made funds available to conduct sobriety checkpoints in the City of Compton. The purpose of the Sobriety Checkpoint program is to reduce the number of victims killed and injured in alcohol involved crashes. The goal of this enforcement action is to identify and remove impaired drivers from the roadways of Compton, to ensure the safety of our residents.

STATEMENT OF THE ISSUE

Sobriety checkpoints are a valuable component of a comprehensive enforcement strategy aimed at deterring alcohol-impaired driving. More and more often, police agencies throughout Southern California are using random DUI checkpoints to stop and arrest drivers who are suspected of driving under the influence of alcohol and/or drugs. The CHP maintains these checkpoints to reduce the number of drunk drivers on our highways and diminish the amount of pain, suffering and death that result from drunk driving.

The City was awarded a One Hundred and Forty Thousand, Six Hundred (\$140,600.00) Dollar sobriety checkpoint grant for this 2012/2013 fiscal year, and will conduct a total of Twelve (12) sobriety checkpoints from the period of October 1, 2012 to September 30, 2013.

Studies conducted in California and other states point to the fact that cities conducting frequent sobriety checkpoints report significant reductions in alcohol-involved collisions.

**STAFF REPORT; SOBRIETY CHECKPOINT
NOVEMBER 27, 2012
PAGE TWO**

ALTERNATIVES

If the Council chooses not to accept the grant funds, the Los Angeles County Sheriff Department, Compton Station, cannot perform sobriety checkpoint operations unless general fund dollars were to be used.

FISCAL IMPACT

The Municipal Law Enforcement Services' 2012-2013 Fiscal Year Budget would be amended as follows:

Increase Revenue:

Account Number	Description	Amount
2774-000-000-3569	State Grants	\$140,600.00

Increase Expenditure:

Account Number	Description	Amount
2774-680-000-4269	Other Contract Services	\$140,600.00

RECOMMENDATIONS

Staff recommends that Council adopt the attached resolution.

**JON THOMPSON, FIRE CHIEF
MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT
INTERIM DIRECTOR**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE MUNICIPAL LAW ENFORCEMENT SERVICES’ FISCAL YEAR 2012-2013 BUDGET TO ACCEPT AND APPROPRIATE \$140,600.00 IN FUNDING TO CONDUCT SOBRIETY CHECKPOINTS IN THE CITY OF COMPTON

WHEREAS, the City of Compton shares the State of California’s goal of reducing the number of victims killed and injured in alcohol involved crashes; and

WHEREAS, the City was awarded a One Hundred and Forty Thousand, Six Hundred (\$140,600.00) Dollar grant from the State of California through the University of California, Berkeley Traffic Safety Center, to conduct sobriety checkpoints in Compton; and

WHEREAS, the Los Angeles County Sheriff’s Department, Compton Station, would be responsible for conducting the checkpoints; and

WHEREAS, the Municipal Law Enforcement Services’ Fiscal Year 2012-2013 Budget must be amended to appropriate these funds.

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

Section 1: That the City Manager is authorized to accept the One Hundred and Forty Thousand, Six Hundred (\$140,600.00) Dollar grant from the University of California, Berkeley Traffic Safety Center.

Section 2: That the City shall amend the Municipal Law Enforcement Services’ Fiscal Year 2012-2013 Budget in the amount of One Hundred and Forty Thousand, Six Hundred (\$140,600.00) Dollars to appropriate these funds.

Section 3: The Municipal Law Enforcement Services’ 2012-2013 Fiscal Year Budget would be amended as follows:

Increase Revenue:

Account Number	Description	Amount
2774-000-000-3569	State Grants	\$140,600.00

Increase Expenditure:

Account Number	Description	Amount
2774-680-000-4269	Other Contract Services	\$140,600.00

Section 4: That a copy of this resolution shall be filed in the office of the City Manager, City Controller, City Clerk, and Municipal Law Enforcement Services, and Grants Division.

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

RESOLUTION NO. _____
November 27, 2012
Page 2 of 2

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, 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-
ABSTAIN: COUNCIL MEMBERS-
ABSENT: COUNCIL MEMBERS-

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Law Enforcement

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE MUNICIPAL LAW ENFORCEMENT SERVICES' FISCAL YEAR 2012-2013 BUDGET TO ACCEPT AND APPROPRIATE \$140,600.00 IN FUNDING TO CONDUCT SOBRIETY CHECKPOINTS IN THE CITY OF COMPTON

Carl Houston
DEPARTMENT MANAGER’S SIGNATURE

11/7/2012 9:45:15 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

11/15/2012 10:13:56 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

11/15/2012 3:37:29 PM
DATE

G. Harold Duffey
CITY MANAGER

11/14/2012 8:51:32 PM
DATE

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

November 27, 2012

TO: MAYOR AND COUNCIL MEMBERS

FROM: TERRANCE DAVIS, ASSISTANT CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AMENDMENTS TO THE POSITION CLASSIFICATION PLAN BY ADOPTING CLASSIFICATION SPECIFICATIONS FOR THE POSITIONS OF DIRECTOR OF PUBLIC WORKS AND MUNICIPAL UTILITIES AND DEPUTY DIRECTOR OF PUBLIC WORKS AND MUNICIPAL UTILITIES AND AMENDING THE SALARIES FOR SAID POSITIONS

SUMMARY

The City Council will consider a resolution adopting classification specifications for Director of Public Works and Municipal Utilities and Deputy Director of Public Works and Municipal Utilities and amending the salaries for said positions.

BACKGROUND

The City Manager has reviewed the classification specifications for Director of Public Works/City Engineer and Water Department General Manager. Based upon his review, he recommends that in order to serve the City's best needs for Public Works and Water Departments that these departments should be bridged into one department based upon commonality of such functions as engineering, street, sewer, trash and water.

STATEMENT OF ISSUE

Pursuant to the Compton City Charter, Sections 1010 and 1103, the Personnel Board reviewed and approved the proposed amendments to the Position Classification Plan at a public hearing that was held on September 20, 2012.

The City has also met with the AFSCME, Compton Management Employees' Association, Local #2325, on September 10, 2012 and the Union has agreed with the classification specifications changes.

#6.

Attached are copies of the proposed classification specifications for these positions for review.

ALTERNATIVE

Proposed revised changes for these classification specifications include:

- (1) Changing the job title from Director of Public Works/City Engineer to Director of Public Works and Municipal Utilities, along with adding those related job functions.
- (2) Changing the job title from Water Department, General Manager to Deputy Director of Public Works and Municipal Utilities, along with adding those related job functions.

If City Council does not adopt this resolution, the City Manager will not be able to move forward with his plan to restructure and consolidate City departments.

FINANCIAL IMPACT

There would be no fiscal impact on the Public Works and Water Departments' 2012/2013 fiscal year budget as a result of salary savings due to vacant positions. An ordinance has been presented to address the various vacant positions and how those vacancies will allow for the adoption of this resolution.

The salary range for Director of Public Works and Municipal Utilities shall be amended as follows:

From: Salary Range 208 \$10,065.00 - \$11,804.00 monthly
\$120,780.00 - \$141,648.00 annually

To: Salary Range 224 \$11,804.00 - \$13,841.00 monthly
\$141,648.00 - \$166,092.00 annually

The salary range for Deputy Director of Public Works and Municipal Utilities shall be amended as follows:

From: Salary Range 178 \$7,467.00 - \$8,755.00 monthly
\$89,604.00 - \$105,060.00 annually

To: Salary Range 193 \$8,668.00 - \$10,166.00 monthly
\$104,016.00 - \$121,992.00 annually

RECOMMENDATION

It is recommended that the City Council adopts the attached resolution to approve the proposed classification specifications for Director of Public Works and Municipal Utilities and Deputy Director of Public Works and Municipal Utilities.

It is also recommended that the City Council adopts this resolution to approve the requested salary amendments for Director of Public Works and Municipal Utilities and Deputy Director of Public Works and Municipal Utilities.

**TERRANCE DAVIS
ASSISTANT CITY MANAGER**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AMENDMENTS TO THE POSITION CLASSIFICATION PLAN BY ADOPTING CLASSIFICATION SPECIFICATIONS FOR THE POSITIONS OF DIRECTOR OF PUBLIC WORKS AND MUNICIPAL UTILITIES AND DEPUTY DIRECTOR OF PUBLIC WORKS AND MUNICIPAL UTILITIES AND AMENDING THE SALARIES FOR SAID POSITIONS

WHEREAS, the City Manager authorized a review of the Position Classification Plan for the Director of Public Works/City Engineer and Water Department General Manager classifications; and

WHEREAS, based upon his review, he recommends that in order to serve the City’s best needs for Public Works and Water Departments that these departments should be bridged into one department based upon commonality of such functions as engineering, street, sewer, trash and water; and

WHEREAS, the Personnel Board of the City of Compton, pursuant to the provisions of Sections 1010 and 1103 of the Compton City Charter did, on September 20, 2012, conduct a public hearing relative to proposed amendments to the Position Classification Plan, as proposed by the City Manager; and

WHEREAS, following the close of the aforementioned public hearing, the Personnel Board did vote to recommend to the City Council the adoption of the proposed amendments to the Position Classification Plan.

WHEREAS, the City has also met with the AFSCME, Compton Management Employees’ Association, Local #2325, on September 10, 2012 and the Union has agreed with the classification specification changes.

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

Section 1. That the proposed classification specifications from Director of Public Works/City Engineer to Director of Public Works and Municipal Utilities are hereby approved and added to the Position Classification Plan of the City of Compton.

Section 2. That the proposed classification specifications from Water Department General Manager to Deputy Director of Public Works and Municipal Utilities are hereby approved and added to the Position Classification Plan of the City of Compton.

Section 3. That the salary range for Director of Public Works and Municipal Utilities shall be amended as follows:

<u>From:</u>	Salary Range 208	\$10,065.00 - \$11,804.00 monthly \$120,780.00 - \$141,648.00 annually
<u>To:</u>	Salary Range 224	\$11,804.00 - \$13,841.00 monthly \$141,648.00 - \$166,092.00 annually

Resolution No. _____
Page Two

Section 4. That the salary range for Deputy Director of Public Works and Municipal Utilities shall be amended as follows:

From: Salary Range 178 \$7,467.00 - \$8,755.00 monthly
\$89,604.00 - \$105,060.00 annually

To: Salary Range 193 \$8,668.00 - \$10,166.00 monthly
\$104,016.00 - \$121,992.00 annually

Section 5. That a duly certified copy of this Resolution shall be delivered to the offices of the City Manager, City Controller and Human Resources.

Section 6. 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
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, to wit:

AYES: Council Members—
NOES: Council Members—
ABSENT: Council Members—
ABSTAIN: Council Members—

CITY CLERK OF THE CITY OF COMPTON

NEIGHBORING CITIES

AGENCY	POPULATION	Public Works Director/City Engineer
Bellflower	76,616	\$ 135,480.00
Carson	91,714	\$ 165,156.00
Cerritos	49,041	\$ 152,880.00
Downey	111,772	\$ 111,964.00
Hawthorne	84,293	\$ 164,000.00
Inglewood	109,673	\$ 139,920.00
Lakewood	80,048	\$ 174,696.00
Long Beach	462,257	\$ 216,852.00
Lynwood	69,772	\$ 153,624.00
Norwalk	105,549	\$ 129,828.00
South Gate	94,396	\$ 153,048.00
Torrance	145,438	\$ 216,008.00
AVERAGE		\$ 159,454.67
COMPTON	96,455	\$ 141,648.00
% DIFFERENCE		-11.2%

NEIGHBORING CITIES SALARIES BY CITY POPULATIONS

AGENCY	POPULATION	Public Works Director/City Engineer
Bellflower		
Carson	91,714	\$ 165,156.00
Cerritos		-
Downey	111,772	\$ 111,964.00
Hawthorne	84,293	\$ 164,000.00
Inglewood	109,673	\$ 139,920.00
Lakewood	80,048	\$ 174,696.00
Long Beach	462,257	\$ -
Lynwood		
Norwalk	105,549	\$ 129,828.00
South Gate	94,396	\$ 153,048.00
Torrance	145,438	\$ -
AVERAGE		\$ 148,373.14
COMPTON	96,455	\$ 141,648.00
% DIFFERENCE		-4.53%

NEIGHBORING CITIES MINUS HIGHEST & LOWEST SALARIES

AGENCY	POPULATION	Public Works Director/City Engineer
Bellflower	76,616	\$ 135,480.00
Carson	91,714	\$ 165,156.00
Cerritos	49,041	\$ 152,880.00
Downey	111,772	\$ -
Hawthorne	84,293	\$ 164,000.00
Inglewood	109,673	\$ 139,920.00
Lakewood	80,048	\$ 174,696.00
Long Beach	462,257	\$ -
Lynwood	69,772	\$ 153,624.00
Norwalk	105,549	\$ 129,828.00
South Gate	94,396	\$ 153,048.00
Torrance	145,438	
AVERAGE		\$ 152,070.22
COMPTON	96,455	\$ 141,648.00
% DIFFERENCE		-6.9%

NEAREST CITIES WITH WATER DEPARTMENTS

AGENCY	POPULATION	Water Department General Manager
Anaheim	336,265	\$ 141,240.00
Beverly Hills	34,109	\$ 110,028.00
Burbank	103,340	\$ 118,903.00
Downey	111,772	\$ 111,964.00
Huntington Beach	189,992	\$ 133,392.00
Lakewood	80,048	\$ 80,472.00
Long Beach	462,257	\$ 117,720.00
Orange	136,416	\$ 132,888.00
Santa Ana	324,528	\$ 146,784.00
AVERAGE		\$ 121,487.89
COMPTON	96,455	\$ 105,060.00
% DIFFERENCE		-13.5%

NEAREST CITIES WITH WATER DEPARTMENTS SALARIES BY CITY POPULATIONS

AGENCY	POPULATION	Water Department General Manager
Anaheim	336,265	\$ -
Beverly Hills	34,109	\$ -
Burbank	103,340	\$ 118,903.00
Downey	111,772	\$ 111,964.00
Huntington Beach	189,992	\$ -
Lakewood	80,048	\$ 80,472.00
Long Beach	462,257	\$ -
Orange	136,416	\$ -
Santa Ana	324,528	\$ -
AVERAGE		\$ 62,267.80
COMPTON	96,455	\$ 105,060.00
% DIFFERENCE		68.72%

NEAREST CITIES WITH WATER DEPARTMENTS MINUS HIGHEST & LOWEST SALARIES

AGENCY	POPULATION	Water Department General Manager
Anaheim	336,265	\$ -
Beverly Hills	34,109	\$ 110,028.00
Burbank	103,340	\$ 118,903.00
Downey	111,772	\$ 111,964.00
Huntington Beach	189,992	\$ 133,392.00
Lakewood	80,048	\$ -
Long Beach	462,257	\$ 117,720.00
Orange	136,416	\$ 132,888.00
Santa Ana	324,528	\$ -
AVERAGE		\$ 120,815.83
COMPTON	96,455	\$ 105,060.00
% DIFFERENCE		-13.0%

#6.

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City of Compton

DIRECTOR OF PUBLIC WORKS AND MUNICIPAL UTILITIES

Department: Public Works and Municipal Utilities	Class Code:	5119
Revised Date: August 27, 2012	FLSA Status:	Exempt
Personnel Board Approved: 09/20/13	Bargaining Unit: AFSCME 2325	
Council Approved: 07/20/10 <i>Resolution No. 23,161</i>		

GENERAL PURPOSE: Under administrative direction, plans, organizes, directs and administers the activities and operations of the Public Works/ and Municipal Utilities Department including oversight of the City's capital improvement program; planning, designing, constructing and maintaining public streets, **water transmission and distribution systems**, and City open spaces; utilities including sewer and storm drains; traffic engineering; **water operations and customer service**; coordinates assigned activities with other City departments and outside agencies; and performs other related duties.

SUPERVISION RECEIVED/EXERCISED: An incumbent of this class is a department head under the administrative direction of the City Manager, with responsibility for policy development, program planning, fiscal management, administration, and operational direction of the City's Public Works and Municipal Utilities Department. The incumbent is responsible for accomplishing department objectives and goals within guidelines established by the City Manager and City Council, and exercises supervision over subordinate managerial, supervisory, professional, technical, labor and trades and clerical support personnel.

PRIMARY DUTIES AND RESPONSIBILITIES:

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

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

- Assumes full management responsibility for all Public Works **and Municipal Utilities** Department personnel and activities including planning, designing, constructing and maintaining public streets and parks and City open spaces; utilities including sewer and stormwater drains, **utility maintenance, operations and customer service, water transmission and distribution systems; and emergency repairs**; traffic; oversight of the City's capital improvement program, controlling work and activity in City rights-of-way, and maintaining public works records.
- Manages the development and implementation of the Public Works **and Municipal Utilities** Department goals, objectives, policies and priorities for each assigned service area; establishes appropriate service and staffing levels within City policy; allocates resources accordingly.
- Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors work load, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and directs the implementation of changes.
- Plans, organizes and directs the scheduling of capital improvement projects, including design and inspection of contractors' work to ensure compliance with specifications.
- Coordinates the development and administration of specifications and contracts for capital improvement projects; reviews and approves the analysis of bids, recommends approval and develops procedures to monitor contract compliance.
- Inspects field work, ongoing projects, contractor's work, well fields and reservoirs.**

#6. City of Compton Director of Public Works and Municipal Utilities

PRIMARY DUTIES AND RESPONSIBILITIES (Continued):

- **Oversees the development and implementation of long range maintenance and preventative maintenance schedules for water transmission and distribution facilities, and infrastructure.**
- Represents the Department to other City departments, elected officials and outside agencies; explains and interprets departmental programs, policies and activities; investigates and resolves sensitive, significant, and controversial issues.
- Plans, develops and presents the departmental budget, monitors expenditures; develops and implements long term plans, goals and objectives focused on supporting the City's mission and City Council's objectives.
- Provides leadership and works with supervisors to develop and retain highly competent staff through selection, compensation, training and management practices that support the City's mission and values.
- Prepares, reviews and approves the formal performance evaluation of department staff, and coaches staff for improvement and development; initiates disciplinary action up to and including dismissal as required to correct behavior.
- Provides staff assistance to the City Manager and City Council; prepares and presents staff reports and other necessary correspondence; prepares and presents oral and written reports to the City Council, City Manager and other groups.
- Composes, reviews, edits and approves all reports including requests for Council action and weekly or monthly reports of departmental activity.
- Attends various civic events as City representative; participates on a variety of boards and commissions; attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of civil engineering and public works.
- Performs related duties and responsibilities as assigned.

MINIMUM QUALIFICATIONS:

Education and Experience:

Possession of a Bachelor's degree from an accredited college or university in Civil Engineering or a related field; AND ten (10) years progressively responsible engineering and public works management experience including five (5) years supervisory/managerial experience. **Three (3) years of progressively responsible experience in the water distribution engineering and construction field** is highly desirable and; OR an equivalent combination of training and experience.

Required Licenses or Certifications:

- Must possess or the ability to obtain a valid California Class C Driver's License within three (3) months of appointment.
- Possession of Registration as a Professional Civil Engineer (P.E.) in the State of California.

Required Knowledge of:

- City organization, operations, policies and procedures.
- Principles and practices of civil engineering.
- Principles and practices of construction, maintenance, repair and safety practices.
- State and federal construction administration codes and regulations, Cal OSHA regulations and Davis-Bacon regulations.
- City Code, City Ordinances, Standard Operating Manual, personnel policies and procedures, and applicable Memoranda of Understanding.
- Project and contract management and cost estimation.

- Organizational and management practices applicable to the analysis and evaluation of programs, policies and operational needs.
- Principles and practices of organization, administration and personnel management.
- Principles and practices of budget preparation and administration.

Required Skill in:

- Establishing and maintaining effective working relationships with staff, City departments, elected officials, regulatory agencies, contractors, community groups, local businesses, and the general public.
- Developing and administering budgets and monitoring expenditures.
- Supervising, leading, and delegating tasks and authority.
- Operating a personal computer utilizing standard and specialized software.
- Establishing and maintaining effective working relationships with co-workers and the public.
- Effective verbal and written communication.

Physical Demands / Work Environment:

- Work is primarily performed in a standard office environment.
- Work may be performed outdoors with time spent in moderate to high temperatures (above 90 degrees).
- Work requires light lifting, carrying, driving and on occasion climbing (up to 4 feet).
- Moderate finger dexterity and near vision is required.

Work may involve exposure to wet surfaces, occasional loud noise and dust.



City of Compton

DEPUTY DIRECTOR OF PUBLIC WORKS AND MUNICIPAL UTILITIES

Department: Public Works and Municipal Utilities	Class Code:	5117
Revised Date: August 27, 2012	FLSA Status:	Exempt
Personnel Board Approved: 09/20/12	Bargaining Unit: AFSCME 2325	
Council Approved: 07/20/10 <i>Resolution No. 23,161</i>		

GENERAL PURPOSE: Under administrative direction of the Director of Public Works and Municipal Utilities, plans, organizes, directs and administers the activities and operations of the Public Works and Municipal Utilities Department including planning, designing, constructing and maintaining public streets and City open spaces; water operations and customer service; planning and designing, constructing and maintaining water transmission and distribution systems; plans, organizes, schedules, reviews, directs and supervises the operation, construction, maintenance and repair of water production, water treatment, utilities including sewer and storm drains, distribution system and appurtenances; coordinates assigned activities with other City departments and outside agencies; and performs other related duties.

SUPERVISION RECEIVED/EXERCISED: Works under the administrative direction of the Director of Public Works and Municipal Utilities, serves as Acting Public Works and Municipal Utilities Director in his/her absence, and exercises supervision over subordinate supervisory, technical, labor and trades and clerical support personnel.

PRIMARY DUTIES AND RESPONSIBILITIES:

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

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

- Assumes command of the department in the absence of the Director for all Public Works and Municipal Utilities Department personnel and activities including planning, designing, constructing and maintaining public streets and City open spaces; utilities including sewer and storm drains, controlling work and activity in City rights-of-way, and maintaining public works records.
- Assists with the development and implementation of the Public Works and Municipal Utilities Department goals, objectives, policies and priorities for each assigned service area; establishes appropriate service and staffing levels within City policy; allocates resources accordingly.
- Assumes full management responsibility for all water and utilities personnel and activities including planning, designing, constructing and maintaining water utility maintenance, operations and customer service, capital improvement programs; planning, designing, constructing and maintaining water transmission and distribution systems; and emergency repairs.
- Manages the development and implementation of the Department's goals, objectives, policies and priorities for each assigned service area; establishes appropriate service and staffing levels within City policy; allocates resources accordingly.
- Develops and implements long range maintenance and preventative maintenance schedules for water transmission and distribution facilities, infrastructure.
- Inspects field work, ongoing projects, contractor's work, well fields and reservoirs.

#6. City of Compton Director of Public Works and Municipal Utilities

PRIMARY DUTIES AND RESPONSIBILITIES (Continued):

- Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors work load, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and directs the implementation of changes.
- Assists with the selection, training, motivation and evaluation of Department personnel, provides or coordinates staff training; works with employees to correct deficiencies; implements discipline and termination procedures.
- Participates in the development and administration of the Department budget; forecasts funds needed for staffing, equipment, materials, and supplies; assists with monitoring and approval of expenditures; prepares and presents needed budgetary adjustments to the Director as necessary.
- Provides staff assistance to the Director; prepares and presents staff reports and other necessary correspondence; prepares and presents oral and written reports to the City Council, City Manager and other groups.
- Coordinates department activities with those other departments, outside agencies and organizations; provides technical assistance as necessary.
- Composes, reviews, edits and approves all reports including requests for Council action and weekly or monthly reports of departmental activity.
- When called upon, attends various civic events as City representative; participates on a variety of boards and commissions; attends and participates in professional group meetings; stays abreast of new trends and innovations in the field of civil engineering and public works.
- Performs related duties and responsibilities as assigned.

MINIMUM QUALIFICATIONS:

Education and Experience: Possession of a Bachelor's degree from an accredited college or university in Civil Engineering or a related field; AND seven (7) years progressively responsible experience in engineering and water distribution engineering and construction field, including five (5) years supervisory/managerial experience involving supervision of the design, construction, maintenance or operation of a variety of public works activities; OR an equivalent combination of education and experience.

Required Licenses or Certifications:

- Must possess or the ability to obtain a valid California Class C Driver's License within three (3) months of appointment.
- Possession of a Water Distribution Grade IV Certification in the State of California at the time of appointment.

Required Knowledge of:

- City organization, operations, policies and procedures
- Engineering principles pertaining to planning, design, construction, and maintenance of water and sewer systems
- State, Federal, and local laws and regulations pertaining to water and wastewater processes; environmental issues associated with water treatment, water distribution and safety
- Principles and practices of sewage collection and water distribution systems
- Methods, materials, techniques, and equipment used in the construction, operation, and maintenance of sewage and water distribution systems
- Recent developments, current literature, and sources of information regarding sewer and water distribution, maintenance, and operations
- Principles and practices of organization, administration, budget, and personnel management
- Principles and practices of construction, maintenance, repair and safety practices. State and federal construction administration codes and regulations, Cal OSHA regulations and Davis-Bacon regulations

- City Code, City Ordinances, Standard Operating Manual, personnel policies and procedures, and applicable Memoranda of Understanding
- Project and contract management and cost estimation
- Organizational and management practices applicable to the analysis and evaluation of programs, policies and operational needs
- Principles and practices of organization, administration and personnel management
- Utility economics and financing
- Principles and practices of budget preparation and administration

Required Skill in:

- Establishing and maintaining effective working relationships with staff, City departments, elected officials, regulatory agencies, contractors, community groups, local businesses, and the general public.
- Understanding and negotiating complex technical agreements with other agencies.
- Developing and administering budgets and monitoring expenditures.
- Supervising, leading, and delegating tasks and authority.
- Operating a personal computer utilizing standard and specialized software.
- Establishing and maintaining effective working relationships with co-workers and the public.
- Effective verbal and written communication.

Physical Demands / Work Environment:

- Work is primarily performed in a standard office environment.
- Work may be performed outdoors with time spent in moderate to high temperatures (above 90 degrees).
- Work requires light lifting, carrying, driving and on occasion climbing (up to 4 feet).
- Moderate finger dexterity and near vision is required.
- Work may involve exposure to moving traffic in the field at construction sites, heavy motorized equipment, wet surfaces, occasional loud noise and dust.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Human Resources

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AMENDMENTS TO THE POSITION CLASSIFICATION PLAN BY ADOPTING CLASSIFICATION SPECIFICATIONS FOR THE POSITIONS OF DIRECTOR OF PUBLIC WORKS AND MUNICIPAL UTILITIES AND DEPUTY DIRECTOR OF PUBLIC WORKS AND MUNICIPAL UTILITIES AND AMENDING THE SALARIES FOR SAID POSITIONS

Terrance Davis
DEPARTMENT MANAGER’S SIGNATURE

10/5/2012 4:42:56 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

11/20/2012 1:04:52 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

11/1/2012 5:18:45 PM
DATE

G. Harold Duffey
CITY MANAGER

11/1/2012 6:36:45 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 27, 2012

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE CITY MANAGER TO ENTER
INTO AN AGREEMENT WITH MARTIN AND CHAPMAN
COMPANY TO RENDER SPECIFIED SERVICES AND SUPPLIES
FOR THE 2013 PRIMARY NOMINATING AND GENERAL
MUNICIPAL ELECTIONS TO BE HELD ON APRIL 16, 2013 AND
JUNE 4, 2013 RESPECTIVELY**

SUMMARY

The City Council will consider adopting a resolution that will authorize the City Manager to enter into a short-term contract with Martin and Chapman Company to furnish elections materials and supplies and provide election services for the City's 2013 Primary Nominating and General Municipal Elections.

BACKGROUND

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

The current terms of the elective offices of Mayor, Council District 2, Council District 3, City Attorney, City Clerk and City Treasurer will expire June 30, 2013; thus, the City will hold its 2013 Primary Nominating Election on April 16, 2013 and the General Municipal Election on June 4, 2013.

STATEMENT OF ISSUE

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

#7.

**Staff Report – Authorization to Contract short-term with
Martin & Chapman company for 2013 Elections
Materials, Supplies and Services
November 27, 2012, page 2**

FISCAL IMPACT

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

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

APPROVED FOR FORWARDING:

**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 AN AGREEMENT WITH MARTIN AND CHAPMAN AND COMPANY TO RENDER SPECIFIED SERVICES AND SUPPLIES FOR THE 2013 PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTIONS TO BE HELD ON APRIL 16, 2013 AND JUNE 4, 2013, RESPECTIVELY

WHEREAS, the 2013 Primary Nominating and General Municipal Election is to be held in the City of Compton, California, on April 16, 2013 and June 4, 2013, respectively; and

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

WHEREAS, it is anticipated that the costs of these services will not exceed \$200,000.00; and

WHEREAS, funds are available in Account No. 1001 480 000 4262.

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 Martin and Chapman Company to provide election materials, supplies and services to the City Clerk's Office for the 2013 Primary Nominating and General Municipal Elections, scheduled to be held on April 16, 2013 and June 4, 2013, respectively.

SECTION 2. That the term of the agreement shall commence on November 1, 2012 and continue through June 30, 2013 or completion of the 2013 election process.

SECTION 3. That a purchase order is authorized to be issued in an amount of \$200,000.00.

SECTION 4. That the funds are available in the City Clerk's Fiscal Year 2012-2013 budget in Account No. 1001 480 000 4262.

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

ADOPTED this ____ day of _____, 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 L. Godwin, City Clerk of the City of Compton hereby certify that the foregoing resolution was adopted by the City Council of said City, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2012.

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

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

CITY CLERK OF THE CITY OF COMPTON

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF COMPTON
AND
MARTIN AND CHAPMAN COMPANY**

This **AGREEMENT** is entered into by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220 and **MARTIN AND CHAPMAN COMPANY**, (hereinafter referred to as "**CONSULTANT**") located at 1951 Wright Circle, Anaheim, California 92806.

RECITALS:

WHEREAS, the City shall be conducting its 2013 Primary Nominating and General Municipal Elections on April 16, 2013 and June 4, 2013, respectively; and

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

WHEREAS, by Resolution No. _____, adopted on the ____ day of _____, 2012, the City Council gave approval to award a contract to the Consultant to provided the services required; and

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

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

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

AGREEMENT:

1. SCOPE OF SERVICES TO BE RENDERED BY CONSULTANT

It is the mutual understanding of the parties that the Consultant shall perform and provide the following services in connection with the City's Primary Nominating election to be held on April 16, 2013 and the General Municipal election to be held on June 4, 2013:

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

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

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

Consultant agrees to perform all the said work and furnish all the materials necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City.

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

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.

Scott Martin, President 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 November 3, 2012 through June 30, 2013 or completion of the 2013 election process, whichever occurs first, unless this Agreement is terminated as provided herein.

4. COMPENSATION

The method of payment for the services will be based on a time and material basis, which shall include, but not be limited to compensation based on the number of candidate statements submitted for the sample ballot pamphlet, the number of registered voters, foreign language translations services, amount of supplies, mailings, deliveries, etc. It is understood and agreed between the parties that the maximum compensation payable for the services to be provided by the Consultant during the term of this Agreement shall be limited to a not-to-exceed amount of 200,000.00 Dollars.

Additional Expenses. In the event additional items, either requested by the City Clerk, or suggested by the consultant, are used in this election, these items will be billed accordingly and paid for by the city. There may or may not be time to discuss these additional costs. The customer will be liable for all additional costs required by such request.

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 for all work performed.

Consultant shall be reimbursed within thirty (30) days, or as promptly as fiscal procedures may permit, upon receipt by the City of itemized invoices for services completed. Invoices shall be submitted no later than 45 calendar days after the performance of work for which the Consultant is billing. Invoices and reports shall be delivered or mailed to the **City Clerk** 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 noncancellable supplies and 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.

5. OWNERSHIP OF MATERIALS

All electronic and hardcopy drawings, designs, data, reports, documents, discs, diskettes or other material ("Documents") first prepared, developed or discovered by or provided to 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. INDEPENDENT CONTRACTOR STATUS

Consultant, its officers, employees, subconsultants, 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. SUCCESSORS, ASSIGNMENT AND DELEGATION

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

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

8. NONDISCRIMINATORY EMPLOYMENT PRACTICES

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

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

9. INDEMNIFICATION

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

agents of the City and shall 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 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. INSURANCE

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:

1. General Liability: Consultant 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.

2. 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.

3. Automotive Liability: A program of insurance with a limit of liability of not less than **Five Hundred Thousand Dollars (\$500,000.00)** for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

4. 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.

5. Insurance Endorsements. The general liability insurance policy shall be endorsed with the following language:

a. 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.

b. The insurer waives all rights of subrogation against the City.

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

d. 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. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

20. TERMINATION

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

a. If Consultant fails to perform or breaches any material obligation under this Agreement and such default continues for a period of three (3) calendar days after written notice thereof, then, in addition to any other remedies, the City may terminate this Agreement immediately upon written notice.

b. 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.

c. Either party shall have the right to terminate this Agreement, without cause, by giving the other party ten (10) calendar days advance written notice.

d. Upon termination by the City, 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.

21. AMENDMENTS

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

22. GOVERNING LAW AND SEVERABILITY

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

Professional Services Agreement – Martin & Chapman
2013 Primary Nominating & General Municipal Elections
Resolution No. _____

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.

23. 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.

24. 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:

MARTIN AND CHAPMAN COMPANY
1951 Wright Circle
Anaheim, California 92806
Attn: Scott Martin, President
(714) 939-9866
(714) 939-9870 – fax.

TO CITY:

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

Note: A copy of any notice provided to the City Clerk 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.

25. CERTIFICATIONS

CERTIFICATIONS OF CONSULTANT

I, Scott Martin, **HEREBY CERTIFY** that I am the President, and duly authorized representative of the Consultant firm of **Martin and Chapman Company**, 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]

Professional Services Agreement – Martin & Chapman
2013 Primary Nominating & General Municipal Elections
Resolution No. _____

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.

Scott Martin, President

(Date)

26. 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.

**MARTIN AND CHAPMAN COMPANY
CONSULTANT**

Dated: _____

By _____
Scott Martin, President

CITY OF COMPTON

Dated: _____

By _____
G. Harold Duffey, City Manager

#7.

Professional Services Agreement – Martin & Chapman
2013 Primary Nominating & General Municipal Elections
Resolution No. _____

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Clerk

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH MARTIN AND CHAPMAN COMPANY TO RENDER SPECIFIED SERVICES AND SUPPLIES FOR THE 2013 PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTIONS TO BE HELD ON APRIL 16, 2013 AND JUNE 4, 2013, RESPECTIVELY

Alita Godwin
DEPARTMENT MANAGER’S SIGNATURE

11/14/2012 3:06:32 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

11/20/2012 10:32:24 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

11/20/2012 10:36:39 AM
DATE

G. Harold Duffey
CITY MANAGER

11/19/2012 9:22:31 PM
DATE

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

December 4, 2012

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF COMPTON REQUESTING THE BOARD OF
SUPERVISORS OF THE COUNTY OF LOS ANGELES TO
RENDER SPECIFIED SERVICES TO THE CITY
RELATING TO THE CONDUCT OF A PRIMARY
NOMINATING AND GENERAL MUNICIPAL ELECTION
TO BE HELD ON TUESDAY, APRIL 16, 2013 AND JUNE 4,
2013, REPSECTIVELY**

SUMMARY

The City Council will consider adopting a resolution that will authorize requesting that the Los Angeles county Board of Supervisors render services to the City in the conducting of the nominating and general municipal elections to be held Tuesday, April 16, 2013 and June 4, 2013.

BACKGROUND

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

The current terms of the elective offices of Mayor, Council District 2, Council District 3, City Attorney, City Clerk and City Treasurer will expire June 30, 2013; thus, the City will hold its 2013 Primary Nominating Election on April 16, 2013 and the General Municipal Election on June 4, 2013.

**Staff Report – Request L.A. County Render Services
To City For Primary/General Elections of 2013
December 4, 2012, page 2**

STATEMENT OF ISSUE

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

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

1. A listing of county precincts with the number of registered voters in each, so city may consolidate election precincts into city voting precincts, and maps of the voting precincts;
2. A list of polling places and poll workers the county uses for their election;
3. The computer record of the names and address of all eligible registered voters in the City in order that the City's consultant may:
 - a. Produce labels for vote-by-mail voters;
 - b. Produce labels for sample ballot pamphlets;
 - c. Print Rosters of Voters and Street Indexes;
4. Voter signature verification services as needed;
5. Make available to the City election equipment and assistance as needed according to State law.

FISCAL IMPACT

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

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

RESOLUTION NO. _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 16, 2013 AND JUNE 4, 2013, RESPECTIVELY**

WHEREAS, a Primary Nominating and General Municipal Election is to be held in the City of Compton, California, on April 16, 2013 and June 4, 2013; and

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

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMPTON, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

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

- (a) A listing of county precincts with number of registered voters in each, so city may consolidate election precincts into city voting precincts, and maps of the voting precincts;
- (b) A list of polling places and poll workers the county uses for their election;
- (c) The computer record of the names and address of all eligible registered voters in the City in order that the City's consultant may:
 - 1. Produce labels for vote-by-mail voters;
 - 2. Produce labels for sample ballot pamphlets;
 - 3. Print Rosters of Voters and Street Indexes;
- (d) Voter signature verification services as needed;
- (e) Make available to the City election equipment and assistance as needed according to state law.

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

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

RESOLUTION NO. _____
Page 2

SECTION 4. That the funds are available in account number 1001-480-000-4262

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

ADOPTED this _____ day of _____, 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 L. Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2012.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Clerk

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 16, 2013 AND JUNE 4, 2013, RESPECTIVELY

Alita Godwin
DEPARTMENT MANAGER’S SIGNATURE

11/14/2012 3:06:14 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

11/15/2012 3:20:50 PM
DATE

Stephen Ajobiewe
CITY CONTROLLER

11/15/2012 3:52:54 PM
DATE

G. Harold Duffey
CITY MANAGER

11/15/2012 3:11:29 PM
DATE

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

November 27, 2012

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

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

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO DEBRA DUNCAN FOR ELECTION PREPARATION SERVICES FOR THE 2013 PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 16, 2013 AND JUNE 4, 2013 RESPECTIVELY

SUMMARY

The City Council will consider adopting a resolution that will authorize the City Manager to enter into a short-term contract with Debra Duncan and issue a purchase order in an amount not-to-exceed \$25,000.00 for providing the City Clerk's Office with assistance in preparation for and the handling of the City's 2013 Primary Nominating and General Municipal Elections.

BACKGROUND

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

The current terms of the elective offices of Mayor, Council District 2, Council District 3, City Attorney, City Clerk and City Treasurer will expire June 30, 2013; thus, the City will hold its 2013 Primary Nominating Election on April 16, 2013 and the General Municipal Election on June 4, 2013.

STATEMENT OF ISSUE

The City Clerk's Office is minimally staffed; thus, there is a need to contract for short-term assistance with the recruitment and training of poll workers and poll locations, in addition to other services that may be required to conduct a successful election that is in accordance with local, state and federal laws.

**Staff Repot – Authorization to Contract Short-term with
Debra Duncan for 2013 Elections Preparation and Assistance
November 27, 2012, page 2**

Ms. Duncan has rendered election assistance services in the past and is trained, experienced and prepared to provide the necessary services to the City Clerk's Office for the 2013 elections. The services of Ms. Duncan will be utilized until the election process is completed.

FISCAL IMPACT

The anticipated amount for these services is \$25,000.00. Ms. Duncan will be compensated at an hourly rate of Twenty Five Dollars (\$25.00). Funds are available in Account No. 1001 480 000 4262.

RECOMMENDATION

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

**ALITA GODWIN, CMC
CITY CLERK**

APPROVED FOR FORWARDING:

**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 AND ISSUE A PURCHASE ORDER TO DEBRA DUNCAN FOR ELECTION PREPARATION SERVICES FOR THE 2013 PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTIONS TO BE HELD ON TUESDAY, APRIL 16, 2013 AND JUNE 4, 2013 RESPECTIVELY

WHEREAS, the City will conduct its Primary Nominating and General Municipal Election to be held on Tuesday, April 16, 2013 and June 4, 2013 respectively; and

WHEREAS, the City Clerk's Office is minimally staffed; thus, there is a need to contract for short-term assistance with the recruitment and training of poll workers and poll locations, in addition to other services that may be required to conduct a successful election that is in accordance with local, state and federal laws; and

WHEREAS, the Contractor (Debra Duncan) has rendered the needed elections assistance services in the past and is trained, experienced and prepared to provide those services that are required; and

WHEREAS, it is anticipated that the amount needed for rendering services for the 2013 elections will not exceed \$25,000.00; and

WHEREAS, funds are available in Account No. 1001 480 000 4262.

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 Debra Duncan to provide preparation and assistance services to the City Clerk's Office for the 2013 Primary Nominating and General Municipal Elections, scheduled to be held on April 16, 2013 and June 4, 2013, respectively.

Section 2. That the term of the agreement shall commence upon adoption of the resolution and continue through June 30, 2013, unless the results of the 2013 Municipal elections dictate that the services may be concluded sooner.

Section 3. That compensation for the services rendered pursuant to the agreement shall be payable at an hourly rate of Twenty Five Dollars (\$25.00).

Section 4. That a purchase order is authorized to be issued in an amount of \$25,000.00.

Section 5. That the funds are available in the City Clerk's Fiscal Year 2012-2013 budget in Account No. 1001 480 000 4262.

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

Resolution No. _____
Page 2

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

ADOPTED this _____ day of _____, 2012.

MAYOR OF THE CITY 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—

CITY CLERK OF THE CITY OF COMPTON

**2013 MUNICIPAL ELECTION SERVICES AGREEMENT
BETWEEN
THE CITY OF COMPTON
AND
DEBRA DUNCAN**

This **AGREEMENT** is made by and between the **CITY OF COMPTON**, a municipal corporation of the State of California (hereinafter referred to as "**CITY**") located at 205 South Willowbrook Avenue, Compton, California 90220, and **DEBRA DUNCAN** (hereinafter referred to as "**CONTRACTOR**"), located at 4016 Pine Avenue, Long Beach, California 90807. This Agreement is entered into pursuant to Resolution No. _____, adopted by the City Council on _____, 2012.

AGREEMENT:

1. SCOPE OF SERVICES TO BE RENDERED BY CONTRACTOR

It is the mutual understanding of the parties that the **CONTRACTOR** shall perform and be responsible for assisting the City Clerk of the City of Compton in the preparation for and conducting of the 2013 Primary and General Municipal elections by rendering the following services; to wit: recruitment of poll workers, training of poll workers, assist in processing of nomination papers, processing of vote by mail ballot mailings, payroll, and such other duties as may be required by the City Clerk.

It is understood and agreed that **CONTRACTOR** has the skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement and that **CITY** relies upon the skills of **CONTRACTOR** to do and perform **CONTRACTOR's** work in a skillful and professional manner.

CONTRACTOR's services hereunder shall be performed in good, workmanlike and professional manner. **CONTRACTOR** shall be responsible for correcting and completing all errors and omissions related to the services provided by the **CONTRACTOR** for this Agreement at no additional cost to the **CITY**.

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

2. TERM

The term of this Agreement shall extend from the date of adoption of the City Council authorizing resolution through June 30, 2013, unless the results of the 2013 Municipal elections dictate that the **CONTRACTOR's** services may be concluded sooner or this Agreement is terminated sooner as provided herein.

3. COMPENSATION

The method of payment for this Contract will be based on an hourly rate of **Twenty Five Dollars (\$25.00)**. The total price paid the **CONTRACTOR** will include compensation for all work, including travel. No additional compensation will be paid to the **CONTRACTOR**, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total compensation will be negotiated between the **CONTRACTOR** and the **CITY**. Adjustment in the total compensation will not be effective until authorized and approved by the **CITY**.

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the **CONTRACTOR**. If **CONTRACTOR** fails to submit the required deliverable items in a timely manner as dictated by the requirements and deadlines of the 2013 Municipal elections process, the **CITY** shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

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

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

As full and complete compensation for all services performed during the term of this Agreement by the **CONTRACTOR**, **CITY** shall pay, and **CONTRACTOR** agrees to accept, a not-to-exceed maximum sum of **Twenty Five Thousand Dollars (\$25,000.00)**.

In the event of termination, the **CONTRACTOR** shall be entitled to compensation for the undisputed reasonable value of services performed to the effective date of termination, payable at an hourly rate of Twenty Five Dollars (\$25.00); provided, however, that the **CITY** may condition payment of such compensation upon the **CONTRACTOR's** delivery to the **CITY** of any and all **CITY** property, documents, reports, records, materials and work product associated with the performance of this Agreement.

4. OWNERSHIP OF MATERIALS

All electronic and hardcopy drawings, designs, data, reports, documents, photos, CD's, DVD's, discs, diskettes or other material ("Documents") prepared, developed or discovered by or provided to **CONTRACTOR** 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 **CONTRACTOR** in the documents are hereby assigned to the **CITY**. **CONTRACTOR** 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.

5. INDEPENDENT CONSULTANT STATUS

CONTRACTOR, her officers, employees, subconsultants, agents and volunteers (collectively hereinafter the “Contractor”), is a wholly independent Contractor and not an officer, employee, subconsultant 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 **CONTRACTOR**, except as expressly set forth in this Agreement. **CONTRACTOR** expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that **CONTRACTOR** shall not at any time or in any manner, represent that **CONTRACTOR** is in any manner officers, employees, agents or volunteers of the **CITY**. **CONTRACTOR** shall obtain no rights to retirement, health care or any other benefit that accrue to **CITY** officials, officers, or employees. **CONTRACTOR** expressly waives any claim to such rights.

6. SUCCESSORS, ASSIGNMENT AND DELEGATION

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

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

7. NONDISCRIMINATORY EMPLOYMENT PRACTICES

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

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

8. INDEMNIFICATION

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

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

9. INSURANCE

Without limiting the **CONTRACTOR’s** indemnification of the **CITY**, **CONTRACTOR** shall provide and maintain, at her own expense during the term of this Agreement programs of general liability and automobile insurance in the minimum amounts of **Five Hundred Thousand Dollars (\$500,000.00) each**, as necessary for the proper protection of the **CITY**, **CONTRACTOR** and **CONTRACTOR’s** work.

Such insurance, which shall be provided by insurer(s) satisfactory to the **CITY’S** Risk Manager. Such evidence 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 **CONTRACTOR** to procure or maintain insurance shall constitute a material breach upon which the **CITY** may immediately terminate this Agreement.

All insurance required hereunder shall be primary with respect to any insurance maintained by the **CITY** and shall not call on the **CITY’S** program for contributions.

10. PERMITS AND LICENSES

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

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

11. WARRANTIES

CONTRACTOR represents and warrants (i) that **CONTRACTOR** has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with **CONTRACTOR’s** undertaking this relationship with **CITY**, (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or

other right of any third party, (iii) that **CONTRACTOR** will not use in the performance of his responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and (iv) that **CONTRACTOR** has not entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

12. FEDERAL AND STATE WITHHOLDING TAXES

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

13. COMPLIANCE WITH LAW

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

14. 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.

15. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

16. TERMINATION

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

a. If **CONTRACTOR** fails to perform or breaches any material obligation under this Agreement and such default continues for a period of three (3) calendar days after written notice thereof, then, in addition to any other remedies, the **CITY** may terminate this Agreement immediately upon written notice.

b. Either party shall have the right to terminate this Agreement, without cause, by giving the other party ten (10) calendar days advance written notice.

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

17. AMENDMENTS

This Agreement may be modified or amended only by written document executed by both **CONTRACTOR** and **CITY's** City Manager and approved as to form by the City Attorney.

Such document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

18. GOVERNING LAW AND SEVERABILITY

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

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

19. 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**.

20. NOTICES

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

TO CONTRACTOR:

DEBRA DUNCAN

TO CITY:

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

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

2013 Municipal Elections Services Agreement – Debra Duncan
City Clerk/Resolution No. _____

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.

21. MISCELLANEOUS

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

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

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

DEBRA DUNCAN/CONTRACTOR

Dated: _____

By _____
Debra Duncan, Contractor

CITY OF COMPTON

Dated: _____

By _____
G. Harold Duffey, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Clerk

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AND ISSUE A PURCHASE ORDER TO DEBRA DUNCAN FOR ELECTION PREPARATION SERVICES FOR THE 2013 PRIMARY NOMINATING AND GENERAL MUNICIPAL ELECTIONS TO BE HELD ON TUESDAY, APRIL 16, 2013 AND JUNE 4, 2013 RESPECTIVELY

Alita Godwin
DEPARTMENT MANAGER’S SIGNATURE

11/15/2012 11:20:50 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

11/20/2012 10:32:32 AM
DATE

Stephen Ajobiewe
CITY CONTROLLER

11/20/2012 10:39:18 AM
DATE

G. Harold Duffey
CITY MANAGER

11/19/2012 9:22:55 PM
DATE

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

