NOTICE

COMPTON CITY COUNCIL
AGENDA
Tuesday, April 23, 2013
5:45 PM

HEARING(S)

5:50 P.M. PUBLIC HEARING - RECEIVE COMMENTS ON PROPOSED FISCAL YEAR 2013-2014 ANNUAL ACTION PLAN (Item #14)

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

REPORTS OF OFFICERS AND COMMISSIONS

CITY CLERK

1. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES

CITY CONTROLLER

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL FROM AND ENTER INTO A CONTRACT WITH BARTEL ASSOCIATES, LLC TO PROVIDE GASB 45 ACTUARIAL VALUATION SERVICE IN RESPECT OF THE CITY'S OTHER POSTEMPLOYMENT BENEFITS (OPEB) OBLIGATION

CITY FIRE DEPARTMENT

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW AN AGREEMENT WITH THE INTERINSURANCE EXCHANGE OF THE AUTOMOBILE CLUB TO CONTINUE THE USAGE OF A VEHICLE FOR THE FIRE ARSON UNIT

MUNICIPAL LAW ENFORCEMENT SERVICES

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE 2ND ANNUAL CITYWIDE YARD SALE EVENT ON MAY 4, 2013

PUBLIC WORKS-ENGINEERING

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO VENDORS LISTED IN "APPENDIX A" FOR THE EXPENSES OF STREET MAINTENANCE AND ENGINEERING DIVISIONS FOR THE PUBLIC WORKS DEPARTMENT

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO REJECT ALL BIDS SUBMITTED FOR ORIS/WINONA (CIP# 09-07) AND WILLIAMS ALLEY (CIP# 09-09) PROJECTS AND AUTHORIZING THE RE-ADVERTISING THEREOF

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES

CITY MANAGER'S REPORT

7. REQUEST TO SCHEDULE BUDGET WORKSHOPS AND PUBLIC HEARINGS FOR THE FISCAL YEAR 2013-2014 BUDGET **(Hearings: May 28, 2013 at 5:50 p.m. and June 11, 2013 at 5:50 p.m. Workshops: May 8, 2013 at 6:00 p.m. and May 15, 2013 at 6:00 p.m.)**

8. ORAL PRESENTATION - Media Response

9. DEPARTMENT MONTHLY REPORTS AND FINANCIAL REPORT **(Receive/File)**

CITY ATTORNEY'S REPORTS

CLOSED SESSION

10. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

    City of Agoura Hills et al. v. County of Los Angeles et.al. - LASC NO. BS140871

    Bradford v. City of Compton - LASC Case No. TC026769

    Pursuant to California Government Code Section 54956.9 (a)

UNFINISHED BUSINESS

NEW BUSINESS

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE SALARY RANGE FOR THE POSITION OF HUMAN RESOURCES DIRECTOR

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

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADJUSTING THE GROSS REVENUE LICENSE FEE ESTABLISHED BY SECTION 9-10.12 OF THE COMPTON MUNICIPAL CODE FOR THE CRYSTAL CASINO AND HOTEL (CELEBRITY CASINO, INC.)

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING AND AUTHORIZING THE HUD-MANDATED 2013-2014 ANNUAL ACTION PLAN OF THE CONSOLIDATED PLAN AND AUTHORIZING THE SUBMISSION OF THE PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

APPROVAL OF WARRANTS

15. Warrant #214987 - Date - 3/21/13 - Name - Smart-Tek Automated Servics Inc. - Services - Emergency Transportation and Basic Life Support Services - Amount - $20,397.63 - Requested by: Fire Department

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, May 07, 2013 @ 5:45 PM.

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

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

#1.

April 23, 2013

TO: HONORABLE MAYOR AND 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 AN AGREEMENT WITH ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES

SUMMARY

This Resolution will authorize the City Manager to enter into an agreement with All Star Interpreting Service to provide Spanish language translation and interpretation services for the public meetings of the City's legislative bodies.

BACKGROUND

The City Council conducts much of the City's business during its weekly public and televised meetings in the English language. A substantial portion of the City's population is Spanish speaking and the City believes that it is important for all residents of the City to understand and participate in the governance of the City, thus the need to provide interpretation and translation services for City Council meetings and other community meetings. The City conducts public meetings of its legislative bodies up to four (4) times monthly.

STATEMENT OF ISSUE

All Star Interpreting Service ("All Star") has been providing translation and interpreting service for twenty (20) years. All Star is a member of the American Translators Association, State and Federally Certified Interpreters and provide services for virtually every language.

All Star will provide professional Spanish language interpretation and translation services for all of the public meetings of the City's legislative bodies (i.e. City Council, Housing Development Commission, Public Finance Authority, Gaming Commission, Urban Community Development Commission and Successor Agency), including regular, special and emergency meetings, which includes translation for the City's cable telecast of the aforementioned meetings. The

#1.

contract with All Star will be for a term of six (6) months (March 1, 2013 through September 30, 2013). The costs of services will remain at the rate of Seven Hundred Fifty Dollars ($750.00) per date of services rendered for the entire term of the agreement.

FISCAL IMPACT

The costs for services for Fiscal Year 2012-2013 (i.e. March 1, 2013 through June 30, 2013) is Eleven Thousand Two Hundred Fifty Dollars ($11,250.00). Funds are available in Account No. 1001-47-0000-4262 of the 2012-2013 Fiscal Year budget. Funds to pay for the remaining term of the agreement shall be appropriated in future City budgets.

RECOMMENDATION

Staff recommends that Council approve the attached Resolution.

ALITA GODWIN, CMC
CITY CLERK

AG:RAR:rar

#1.

RESOLUTION NO. ___________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES

WHEREAS, the City Council conducts much of the City's business during its weekly public and televised meetings in the English language; and

WHEREAS, a substantial portion of the City's population is Spanish speaking and the City believes that it is important for all residents of the City to understand and participate in the governance of the City, thus the need to provide interpretation and translation services for City Council meetings and other community meetings; and

WHEREAS, All Star will provide professional Spanish language interpretation and translation services for all of the public meetings of the City's legislative bodies (i.e. City Council, Housing Development Commission, Public Finance Authority, Gaming Commission, Urban Community Development Commission and Successor Agency), including regular, special and emergency meetings, which includes translation for the City's cable telecast of the aforementioned meetings; and

WHEREAS, the contract with All Star will be for a term of six (6) months (March 1, 2013 through September 30, 201) at a cost of Seven Hundred Fifty Dollars ($750.00) per date of services rendered for the entire term of the agreement; and

WHEREAS, the costs for services for Fiscal Year 2012-2013 (i.e. March 1, 2013 through June 30, 2013) is Eleven Thousand Two Hundred Fifty Dollars ($11,250.00); and

WHEREAS, Funds are available in Account No. 1001-47-0000-4262 of the 2012-2013 Fiscal Year budget. Funds to pay for the remaining term of the agreement shall be appropriated in future City budgets.

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

<u>Section 1.</u> That the City Manager, upon the approval of the City Attorney, is authorized to enter into an agreement with All Star Interpreting Service to provide professional Spanish language interpretation and translation services for all of the public meetings of the City's legislative bodies (i.e. City Council, Housing Development Commission, Public Finance Authority, Gaming Commission, Urban Community Development Commission and Successor Agency), including regular, special and emergency meetings, including translation for the City's cable telecast of the aforementioned meetings.

<u>Section 2.</u> That the term of the agreement shall be from March 1, 2013 through September 30, 2013.

<u>Section 3.</u> That the City shall pay a fixed fee to All Star Interpreting Services in the amount of Seven Hundred Fifty Dollars ($750.00) per date of services rendered for the entire term of the agreement.

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Section 4. That the costs for services for Fiscal Year 2012-2013 (i.e. March 1, 2013 through June 30, 2013) is Eleven Thousand Two Hundred Fifty Dollars ($11,250.00). Funds are available in Account No. 1001-47-0000-4262 of the 2012-2013 Fiscal Year budget.

Section 5. That funds to pay for the remaining term of the agreement shall be appropriated in future City budgets.

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

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

ADOPTED this ____ day of _____________, 2013.

____
MAYOR OF THE CITY OF COMPTON

ATTEST:

____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _______________, 2013.

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

#1.

PROFESSIONAL INTERPRETATION AND TRANSLATION SERVICES AGREEMENT BETWEEN THE CITY OF COMPTON AND ALL STAR INTERPRETING SERVICE

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 **ALL STAR INTERPRETING SERVICE** (hereinafter referred to as **"ALL STAR"**), located at 1925 Vassar Avenue, Glendale, California 91204.

RECITALS:

WHEREAS, the City Council conducts much of the City's business during its weekly public and televised meetings in the English language; and

WHEREAS, a substantial portion of the City's population is Spanish speaking; and

WHEREAS, the **CITY** believes that it is important for all residents of the City to understand and participate in the governance of the City, thus the need to provide interpretation and translation services for City Council meetings and other community meetings; and

WHEREAS, ALL STAR 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, by Resolution No. _____, adopted on the __ day of _________, 2013, the City Council authorized the City Manager to enter into an agreement with **ALL STAR** to provide interpretation and translation services to the **CITY**; and

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

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

AGREEMENT:

1. SCOPE OF SERVICES TO BE RENDERED BY ALL STAR

It is the mutual understanding of the parties that the **ALL STAR** shall perform and be responsible for providing professional Spanish language interpretation and translation services for all of the public meetings of the **CITY's** legislative bodies (i.e. City Council, Housing Development Commission, Public Finance Authority, Gaming Commission, Urban Community Development Commission and Successor Agency), including regular, special and emergency meetings, which includes translation for the **CITY's** cable telecast of the aforementioned meeting. **ALL STAR** shall be available for performance of services at the aforementioned public meetings of the **CITY's** legislative bodies commencing at 5:00 p.m. on any day that a meeting(s) is scheduled, unless directed otherwise by the City Clerk's Office.

ALL STAR shall bear all costs associated with this work, including, but not limited to, all professional, technical, clerical services, transportation, telephone, etc., used by **ALL STAR** in connection with this work. Translation and interpretation equipment shall be provided by the **CITY** for legislative meetings conducted in the Council Chambers of the City of Compton.

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

ALL STAR agrees to perform all the said services 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.

ALL STAR shall be responsible for correcting and completing all errors and omissions related to the services provided by the **ALL STAR** 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 **ALL STAR** from such professional responsibility for the services performed.

2. DURATION OF CONTRACT

The term of this Agreement shall be from March 1, 2013 through September 30, 2013, unless this Agreement is terminated as provided herein.

3. COMPENSATION

The method of payment for this Contract will be on a flat fee-for-services basis. Interpreter labor shall be assumed to be for a full day event at a cost of **Seventy Hundred Fifty Dollars ($750.00).** A half day event is considered to be up to three (3) hours of translation time, charged at a cost of **Five Hundred Dollars ($500).**

ALL STAR understands and agrees that no additional compensation will be paid to the **ALL STAR**, 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 **ALL STAR** 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 **ALL STAR.** If **ALL STAR** fails to perform services as required herein, the **CITY** shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

ALL STAR 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 **ALL STAR** is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be mailed or delivered to the City Clerk at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

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

In the event of termination, the **ALL STAR** shall be entitled to compensation for the reasonable value of services performed to the effective date of termination; provided, however, that the **CITY** may condition payment of such compensation upon the **ALL STAR'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.

Should **ALL STAR** be requested to perform translation and/or interpretation services outside of the responsibilities specified in Section 1 above, and/or supply the equipment needed to perform said services, compensation shall be based on the rates identified in **ALL STAR's Proposal** (dated April 18, 2012), incorporated herein.

4. OWNERSHIP OF MATERIALS

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

ALL STAR, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the "ALL STAR"), is wholly independent 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 **ALL STAR**, except as expressly set forth in this Agreement. **ALL STAR** expressly warrants that while engaged in carrying out and complying with any terms and conditions of this Agreement that **ALL STAR** shall not at any time or in any manner, represent that **ALL STAR** is in any manner officers, employees, agents or volunteers of the **CITY**. **ALL STAR** shall obtain no rights to retirement, health care or any other benefit that accrue to **CITY** officials, officers, or employees. **ALL STAR** expressly waives any claim to such rights.

6. SUCCESSORS, ASSIGNMENT AND DELEGATION

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

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

During the performance of this Agreement, the **ALL STAR** 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. **ALL STAR** 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 **ALL STAR** 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 **ALL STAR'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. <u>INDEMNIFICATION</u>

ALL STAR shall indemnify and save harmless the **CITY**, its officials, officers, employees, agents and volunteers (collectively hereinafter the "Agency"), 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 **ALL STAR**, its officers, employees, subconsultants, subAll Stars or agents in the performance of the duties undertaken by **ALL STAR** 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**.

9. <u>INSURANCE</u>

A. Without limiting the **ALL STAR's** indemnification of the **CITY, ALL STAR** shall provide and maintain, at its own expense, 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 **ALL STAR'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 **ALL STAR** to procure or maintain insurance shall constitute a material breach upon which the **CITY** may immediately terminate this Agreement.

All insurance required hereunder shall not call on the **CITY's** program for contributions. Program(s) of insurance shall include:

1. General Liability: ALL STAR 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, broad form property damage and Errors and Omissions (Professional Liability) 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. 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 insured's"** 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.

10. PERMITS AND LICENSES

ALL STAR, 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 **ALL STAR**.

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*.

11. WARRANTIES

ALL STAR represents and warrants (i) that **ALL STAR** has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with **ALL STAR'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 **ALL STAR** 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 **ALL STAR** has not knowingly entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

12. FEDERAL AND STATE WITHHOLDING TAXES

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

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

a. Either party may terminate this Agreement at any time by giving ten (10) calendar days written notice of termination to other party. If the **CITY** gives such notice of termination, **ALL STAR** shall cease immediately all work in progress, unless instructed different by **CITY**.

b. If **ALL STAR** fails to perform or breaches any material obligation under this Agreement, after giving written notice of default and four (4) days to correct the same, then, in addition to any other remedies, the **CITY** may terminate this Agreement immediately without further notice.

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

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

16. AMENDMENTS

This Agreement may be modified or amended only be written document executed by both **ALL STAR** 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.

17. GOVERNING LAW AND SEVERABILTIY

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

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

18. 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 third party and the **CITY**.

19. 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 ALL STAR:	**ALL STAR INTERPRETING SERVICE** **1925 Vassar Avenue** **Glendale, California 91204** **Attn: Juan Carlos Morales, President & CEO** **(213) 400-9225** **(213) 400-0925 – Direct** **(818) 547-0562 – fax.** **jcmorales@interpreting.com**
TO CITY:	**CITY OF COMPTON** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Clerk** **(310) 605-5530** **(310) 639-4685 – fax.**

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.

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.

20. <u>MISCELLANEOUS</u>

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

ALL STAR INTERPRETING SERVICES

Dated: ___________________ **By _______________________________________**
Juan Carlos Morales, President & CEO

CITY OF COMPTON

Recommended for Approval:

By ________________________________ Dated: ____________
Alita Godwin, City Clerk

Approved by:

Dated: _____________ By ________________________________
G. Harold Duffey, City Manager

Approved as to form:

By ____________________________ Dated: ____________
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _____________ By ________________________________
Alita Godwin, City Clerk

#1.

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 ALL STAR INTERPRETING SERVICE FOR PROVISION OF SPANISH LANGUAGE INTERPRETATION AND TRANSLATION SERVICES**

Alita Godwin	**4/12/2013 8:19:04 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**4/18/2013 3:47:38 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**4/18/2013 12:30:45 PM**
CITY CONTROLLER	DATE
G. Harold Duffey	**4/16/2013 1:22:20 PM**
CITY MANAGER	DATE

Use when:

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

April 23, 2013

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **G. HAROLD DUFFEY, CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL FROM AND ENTER INTO A CONTRACT WITH BARTEL ASSOCIATES, LLC TO PROVIDE GASB 45 ACTUARIAL VALUATION SERVICE IN RESPECT OF THE CITY'S OTHER POSTEMPLOYMENT BENEFITS (OPEB) OBLIGATION**

SUMMARY

This resolution authorizes the City Manager to accept the proposal/price quotation from and enter into contract with Bartel Associates, LLC for the provisions of professional actuarial valuation service relating to the City's Other Postemployment Benefits (OPEB) obligation in line with the provisions and standards of the Governmental Accounting Standards Board (GASB) Statement No. 45.

BACKGROUND

In 2004, the Governmental Accounting Standards Board (GASB) issued Statement No. 45, "***Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions"***. GASB 45 (as the pronouncement is called) provided that States and City governments / agencies should perform independent actuarial valuation of their employees' postemployment benefits (OPEB) other than pension and ensure that adequate liability is accounted for and disclosed in the financial statements of the government entity. OPEB calculation includes post-retirement medical, pharmacy, dental, vision, life, long-term disability and long-term care benefits that are not associated with a pension plan. Government employers required to comply with GASB 45 include all states, towns, education boards, water districts, mosquito districts, public schools and all other government entities that offer OPEB.

STATEMENT OF ISSUE

The City must comply with provisions of GASB 45 and engage an independent actuarial valuation profession for the actuarial valuation of its OPEB. GASB 45 requires public agencies (including the City of Compton) to report costs and obligations for postemployment

#2.

healthcare and other postemployment benefits (OPEB) relating to employees. GASB 45 established the procedures for measurement, recognition, and disclosure of the OPEB expense/expenditures and related liabilities (assets) in the financial reports of the government entity. In response to request for quotation (RFQ) sent out to several professional actuarial service providers, the City received 3 proposal / price quotations from the following companies with the indicated price quotations:

Company	**Price Quoted**
McGinn Actuaries Ltd.	$30,000
Buck Consultants, LLC	$25,000
Bartel Associates, LLC	$14,500

Bartel Associates, LLC provided the lowest responsible bid of $14,500. Staff believes that the company has the experience and expertise to satisfactorily perform the OPEB actuarial valuation based on the review of the information provided by the company and on the fact that the company satisfactorily performed the City's OPEB actuarial valuation for 2006/2007 and 2009/2010. The valuations performed in the past by the company were accepted by the City's Independent Auditors and were reported in the City's financial statements. The quoted price of $14,500 from Bartel Associates, LLC for the current actuarial valuation service represents a cost savings of $3,320 when the price is compared to the amount of $17,820 charged by the company for the 2009/2010 OPEB actuarial valuation service. Staff has determined that it is in the best interest of the City to engage Bartel Associates, LLC to perform the actuarial valuation service for the period up to 2012/2013.

ALTERNATIVE

The City may be unable to comply with provisions of GASB 45 regarding its employees' other postemployment benefits (OPEB) if an independent professional actuarial valuation service provider is not engaged to perform the OPEB valuation.

FISCAL IMPACT

The funds for the GASB 45 actuarial valuation service were appropriated in account number 1001-650-000-4262 and the cost of $14,500 for the service shall be paid from the indicated account.

RECOMMENDATION

It is recommended that the attached resolution be adopted.

STEPHEN AJOBIEWE
CITY CONTROLLER

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 ACCEPT THE PROPOSAL FROM AND ENTER INTO A CONTRACT WITH BARTEL ASSOCIATES, LLC TO PROVIDE GASB 45 ACTUARIAL VALUATION SERVICE IN RESPECT OF THE CITY'S OTHER POSTEMPLOYMENT BENEFITS (OPEB) OBLIGATION

WHEREAS, the City must perform an actuarial valuation of its Other Postemployment Benefits (OPEB) in conformity with the Governmental Accounting Standards Board (GASB) statement No. 45; and

WHEREAS, GASB 45 requires public agencies to report costs and obligations for postemployment healthcare and other postemployment benefits (OPEB) relating to employees which should be recognized as current cost during the employees' working years rather than after the employees retire; and

WHEREAS, GASB 45 established the procedures for measurement, recognition, and disclosure of the OPEB expense/expenditures and related liabilities (assets) in the financial reports of States, local governments / agencies; and

WHEREAS, for purpose of independent unbiased evaluation of the OPEB obligation, States/Cities/Agencies engage qualified actuarial professionals to provide the OPEB valuation in line with the pronouncements and standards provided by the Governmental Accounting Standards Board (GASB); and

WHEREAS, in response to request for quotation (RFQ) sent out to several professional actuarial service providers, the City received 3 proposal / price quotations from the following companies with the indicated price quotations:

Company	**Price Quoted**
McGinn Actuaries Ltd.	$30,000
Buck Consultants, LLC	$25,000
Bartel Associates, LLC	$14,500

WHEREAS, Bartel Associates, LLC provided the lowest responsible bid of $14,500. Staff believes that the company has the experience and expertise to satisfactorily perform the OPEB actuarial valuation service based on the review of the information provided by the company and on the fact that the company satisfactorily performed the City's OPEB actuarial valuation for 2006/2007 and 2009/2010; and

#2.

WHEREAS, the price proposal from Bartel Associates, LLC represents cost savings of $3,320 when the current quote is compared to the amount of $17,820 charged by the company for the 2009/2010 OPEB actuarial valuation service. It is in the best interest of the City to engage Bartel Associates, LLC to perform the actuarial valuation service.

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

Section 1. That the proposal and price quotation from Bartel Associates, LLC are hereby accepted.

Section 2. That the City Manager, upon the advice of the City Attorney, is authorized to enter into a contract with Bartel Associates, LLC for the provision of GASB 45 OPEB actuarial valuation service to the City of Compton for the period up to 2012/2013 in an amount not to exceed Fourteen Thousand, Five Hundred Dollars ($14,500).

Section 3. That the funds for the GASB 45 actuarial valuation service were appropriated in account number 1001-650-000-4262 and the cost of $14,500 for the service shall be paid from the indicated account.

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

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

ADOPTED this ______ day of ____________________, 2013.

____
MAYOR OF THE CITY OF COMPTON

#2.

ATTEST:

____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the forgoing resolution was adopted by the City Council, signed by the Mayor, attested to by the City Clerk at a regular meeting thereof held on the _____ day of ____________2013.

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

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

____
CITY CLERK OF THE CITY OF COMTPON

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF COMPTON
AND
BARTEL ASSOCIATES, LLC

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 **BARTEL ASSOCIATES, LLC,** a California Actuarial Consulting firm (hereinafter referred to as **"CONSULTANT"**), located at 411 Borel Avenue, Suite 101, San Mateo, California 94402.

RECITALS:

WHEREAS, the **CITY** must perform an actuarial valuation of its Other Postemployment Benefits (OPEB) in conformity with the Governmental Accounting Standards Board (GASB) Statement No. 45; and

WHEREAS, GASB Statement No. 45 requires agencies to report costs and obligations for postemployment healthcare and other postemployment benefits (OPEB) relating to employees which should be recognized as current cost during the employees' working years rather than after the employees retire; and

WHEREAS, for purpose of independent unbiased evaluation of the OPEB obligation, states, cities and agencies engage qualified actuarial professionals to provide OPEB valuation in line with the pronouncements and standards provided by the GASB; and

WHEREAS, by Resolution No. _____, adopted on the __ day of _________, 2013, the City Council gave approval to award a contract to the **CONSULTANT** (Bartel Associates LLC), an experienced and qualified Actuarial Consulting firm, to provide GASB 45 actuarial valuation service; and

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

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

AGREEMENT:

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

It is the mutual understanding of the parties that the **CONSULTANT** shall perform and be responsible for completion of the Governmental Accounting Standards Board (GASB) Statement No. 45 actuarial valuation as of June 30, 2011 up to June 30, 2013. The actuarial process shall include the following steps:

- Data Collection
- Data Review

#2.

- Methods and Assumptions
- Valuation Processing
- Preliminary Results Meeting
- Valuation Report
- CalPERS Certification

as such services are more fully described in the attached **CONSULTANT's "Proposal for Retiree Healthcare Plan Actuarial Valuation Governmental Accounting Standards Board Statement No. 45"** dated March 20, 2013, which is incorporated hereby.

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

CONSULTANT agrees to perform all the said services and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and in accordance with Generally Accepted Governmental Accounting Policies and Principles.

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** has the right to approve or disapprove any proposed changes in **CONSULTANT's** staff providing service to the **CITY**. 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.

Joseph D'Onofrio, Assistant Vice President of **CONSULTANT**, shall be primarily responsible for representing **CONSULTANT** in performance of this Agreement.

3. DURATION OF CONTRACT

CONSULTANT agrees to commence the services provided for herein upon written Notification to Proceed from the **CITY** and to continue in a diligent and professional manner until performance of the agreed services is completed, unless this Agreement is terminated as provided herein. It is anticipated by the Parties that the services to be rendered by the **CONSULTANT** may be completed within approximately twenty (20) weeks from the date of commencement.

4. COMPENSATION

The method of payment for this Contract will be on a fee-for-services basis, as more specifically identified in **CONSULTANT's Proposal,** attached hereto and incorporated hereby. Hourly rates for services and anticipated billable hours are specified within **CONSULTANT's Proposal.**

CONSULTANT understands and agrees that the maximum total compensation, including agreed reasonable expenses, authorized to be paid for completion of all services to be performed during the term of this Agreement shall be limited to the not-to-exceed sum of up to **Fourteen Thousand Five Dollars ($14,500.00).**

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

Progress payments may be made in arrears based on the percentage of work and deliverables completed by the **CONSULTANT**. If **CONSULTANT** fails to submit the required deliverable items according to schedule or in accordance with the provisions of the Agreement, the **CITY** shall have the right to delay payment and/or terminate this Agreement in accordance with the provisions noted herein.

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

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

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

5. OWNERSHIP OF MATERIALS

All electronic and hardcopy data, reports, documents, records, plans, discs, diskettes or other material ("Documents") provided by the **CITY** to **CONSULTANT** and all information and documents provided by the **CONSULTANT** to the **CITY** 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

The **CITY** and the **CONSULTANT** 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 **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. <u>INDEMNIFICATION</u>

CONSULTANT shall indemnify and save harmless the **CITY**, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the **CITY** and shall defend, indemnify and save the **CITY** from any and all liability and expense including 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, reckless or willful misconduct of **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, active negligence or willful misconduct of the **CITY**.

10. <u>INSURANCE</u>

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 not call on the **CITY's** program for contributions. Program(s) of insurance shall include:

a. 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.

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

c. Professional Liability: **CONSULTANT** shall carry 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)** per claim. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

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

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

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

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

.4 Identity of the insured(s).

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.

CONSULTANT shall be responsible to **CITY** for acts and omissions of its subconsultants and the employees and agents of each of them.

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. The obligation of confidentiality imposed upon either party shall subject to standard exceptions and shall survive the completion, expiration or termination of this Agreement.

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 at least seven (7) years after final payment under this Agreement.

19. CONFLICT OF INTEREST

CONSULTANT shall at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of the **CITY** in the performance of this Agreement.

20. TERMINATION

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

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

b. If **CONSULTANT** fails to perform or breaches any material obligation under this Agreement, after giving written notice of default and five (5) days to correct the same, then, in addition to any other remedies, the **CITY** may terminate this Agreement immediately without further notice.

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

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

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

21. AMENDMENTS

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

22. GOVERNING LAW AND SEVERABILTIY

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

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

23. EXTENT OF AGREEMENT AND EXHIBITS INCORPORATED

This Agreement and any attachments hereto and/or incorporated herein, 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.

#2.

TO CONSULTANT:	**BARTEL ASSOCIATES, LLC** **411 Borel Avenue, Suite 101** **San Mateo, California 94402** **Attn: John E. Bartel, President** **(650) 377-1600** **(650) 345-8057 – fax.** **www.bartel-associates.com**
TO CITY:	**CITY OF COMPTON** **205 South Willowbrook Avenue** **Compton, California 90220** **Attn: City Controller** **(310) 605-5576** **(310) 764-5897 – fax.**

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, John E. Bartel**, HEREBY CERTIFY** that I am the President, and duly authorized representative of the **CONSULTAN**T firm of Bartel Associates, LLC, an actuarial firm 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 him/her 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]

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

[Attach separate page]

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

____ ____________________
John E. Bartel, 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.

All provisions of this Agreement which by their nature continue beyond the termination or completion of performance under this Agreement, including, without limitation, those obligations pertaining indemnification, insurance, confidentiality and ownership of documents, shall survive and continue in force after either termination or completion of performance by **CONSULTANT**.

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.

#2.

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.

BARTEL ASSOCIATES, LLC
CONSULTANT

Dated: ____________________ **By** ____
John E. Bartel, President

CITY OF COMPTON
Recommended for Approval:

By ___________________________________ **Dated:** __________________
Stephen Ajobiewe, City Controller

Approved:

By ___________________________________ **Dated:** __________________
G. Harold Duffey, City Manager

Approved as to form:

By ___________________________________ **Dated:** __________________
Craig J. Cornwell, City Attorney

ATTEST:

Dated: ________________ **By** ____
Alita Godwin, City Clerk

#2.

City of Compton

Proposal for Retiree Healthcare Plan Actuarial Valuation Governmental Accounting Standards Board Statement No. 45

March 20, 2013

Bartel Associates, LLC
411 Borel Avenue, Suite 101
San Mateo, California 94402
Phone: 650-377-1600
Fax: 650-345-8057
Email: jbartel@bartel-associates.com
Website: www.bartel-associates.com

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#2.

March 20, 2013

Stephen Ajobiewe
City Controller
City of Compton
205 South Willowbrook Avenue
Compton, CA 90220

Re: Proposal for GASB 45 Actuarial Valuation

Dear Mr. Ajobiewe:

We are pleased to provide our response to the City of Compton's Request for Proposal for Governmental Accounting Standards Board Statement No. 45 (GASB 45) actuarial consulting services.

Our proposal includes our firm's background and qualifications, references, the project scope, our estimated fee, the personnel assigned to the project, and our proposed timetable.

Bartel Associates is uniquely qualified to prepare the City's GASB 45 valuation:

- Bartel Associates was established to provide quality and cost-effective actuarial consulting services to California public agencies. Our services include retiree medical and other postemployment benefit actuarial valuations, pension plan valuations and administration, retiree medical plan and pension plan design, actuarial audits, and CalPERS retirement plan consulting.
- As a member of the special task force which assisted GASB in drafting Statement No. 45, I have consulted with over 250 California counties, cities, districts, and other public agencies on GASB 45 issues.
- I am currently a member of the California Actuarial Advisory Panel and have also served as a consultant to the former governor's Public Employee Post-Employment Benefits Commission.
- We regularly present the results of our actuarial valuations and studies to county boards of supervisors, city councils, and district boards of directors. Our presentations are clear, concise, and understandable to non-actuaries.
- Our GASB 45 actuarial studies include a comparison of the costs and liabilities with other public sector GASB 45 actuarial studies that we have completed.

We can complete the GASB actuarial valuation within the timeframe presented in this proposal. Our proposal is valid for 90 days after the closing date for submission of proposals.

411 Borel Avenue, Suite 101 • San Mateo, California 94402
main: 650/377-1600 • *fax:* 650/345-8057 • *web:* www.bartel-associates.com

#2.

Stephen Ajobiewe
March 20, 2013
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Please contact me at 650-377-1601 (jbartel@bartel-associates.com) or my associate Doug Pryor at 650-377-1610 (jdonofrio@bartel-associates.com) if you have any questions regarding our proposal.

We look forward to hearing from you.

Sincerely,

John E. Bartel
President

c: Joseph D'Onofrio – Bartel Associates, LLC
Doug Pryor – Bartel Associates, LLC

O:\Clients\City of Compton\Proposals\2013\BA ComptonCi 13-03-20 OPEB GASB 45 proposal.doc

SECTION 1
INTRODUCTION

Retiree Healthcare Plan

The City participates in CalPERS providing Miscellaneous employees the 2.7%@55 benefit and Safety employees the 3%@50 benefit for members hired prior to January 1, 2013. The City also provides retiree medical benefits through the CalPERS healthcare program (PEMHCA). The City provides a contribution up to the Los Angeles Region Kaiser family pre-Medicare premium for eligible employees who retire directly from the City under CalPERS. The City does not provide a cash subsidy for retiree dental, vision, life insurance benefits, or Medicare Part B premiums.

The City had 447 active employees eligible for healthcare benefits and 438 retirees receiving healthcare benefits for the actuarial valuation prepared as of June 30, 2009. The City currently pays for retiree healthcare costs on a pay-as-you-go basis and does not prefund the plan in an OPEB trust.

The City has requested proposals for an actuarial valuation as of June 30, 2011 for the 2011/12 and 2012/13 fiscal years.

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SECTION 2
BARTEL ASSOCIATES

Bartel Associates, LLC is an actuarial consulting firm specializing in providing California counties, cities, districts, and other public agencies with actuarial consulting services including retiree medical valuations, pension plan valuations, retirement plan design, actuarial audits, and CalPERS retirement consulting.

Our services include:

- OPEB Plans - We have prepared "Other Postemployment Benefit" actuarial studies and valuations for over 250 California counties, cities, districts, and agencies to assist with compliance with GASB Statements Nos. 43 and 45. We also prepare valuations for compensated absence plans, such as plans that allow the conversion of accumulated sick leave to retiree healthcare accounts, for compliance with GASB 16.
- CalPERS Consulting - We provide CalPERS pension consulting services and have made presentations to county boards of supervisors, city councils, district boards of directors, employee bargaining groups, and agency staff on CalPERS contribution rates and benefit design issues.
- Pension Plans - We prepare actuarial valuations and assist with the administration of defined benefit pension plans for California governments, agencies, and retirement systems.
- Plan Design - We assist public agencies redesign existing retirement plans and implement new retirement benefit programs including retiree medical plans and pension plans.
- Retirement System Audits - We review actuarial valuations, experience studies, actuarial assumptions, and actuarial methods for state, county, and city retirement plans and for independent retirement systems.

Bartel Associates was established in July 2003 and is organized as a Limited Liability Corporation. Our office is located in San Mateo, California. We currently have 21 employees, including 8 senior actuaries, 9 actuarial analysts, and 4 administrative staff members. Nine of our actuaries are Fellows or Associates of the Society of Actuaries, 10 are Members of the American Academy of Actuaries, 7 are Enrolled Actuaries, and 5 are Fellows of the Conference of Consulting Actuaries.

Bartel Associates has worked with the City in the past. We prepared the City's June 30, 2007 and June 30, 2009 GASB 45 actuarial valuations.

Bartel Associates is licensed to do business in California. Our certificate of liability insurance is included in Appendix D.

SECTION 3
QUALIFICATIONS AND REFERENCES

John Bartel, the firm's founder, has over 30 years of experience as a retirement consultant and practice leader with major consulting firms. John founded Bartel Associates to provide public sector clients high quality actuarial services at reasonable fees, focusing on personal attention and clear results.

John Bartel was a member of the special task force which assisted the Governmental Accounting Standards Board (GASB) in drafting Statement No. 45, "Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions" (GASB 45). He was directly involved in the statement's development and has assisted numerous public agencies quantify and understand the impact of this new accounting standard.

John currently serves on the California Actuarial Advisory Panel (CAAP) formed under SB 1123. CAAP is charged with providing impartial and independent information on pensions, other postemployment benefits, and best practices to California public agencies. Its responsibilities include:

- Defining actuarial model policies and best practices for public retirement plan pensions and other postemployment benefits
- Developing pricing and disclosure standards for California public sector benefit improvements
- Developing quality control standards for California public sector actuaries
- Gathering model funding policies and practices
- Replying to policy questions from public retirement systems in California
- Providing comment upon request by public agencies

John Bartel served as consultant for the California State Office of Finance to the former governor's Public Employee Post-Employment Benefits Commission, charged with review of policy regarding the State's public employee retirement benefits.

John has spoken at an array of organizational meetings including those for Enrolled Actuaries, Conference of Consulting Actuaries, League of California Cities, California Society of CPAs, California Public Employee Labor Relations Association, and California Society of Municipal Finance Officers.

Each valuation that we prepare includes a review of plan provisions, a summary of plan participants, the actuarial methods and assumptions, the determination and communication of the valuation's financial impact, and a projection of costs and funding options. Many of these valuations also include studies of plan design alternatives. We present results using plain, easily understood language. We will understand your objectives and you will understand the results of our work.

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SECTION 3
QUALIFICATIONS AND REFERENCES

We recommend that the City contact our references to understand the quality of our work.

Client	Project	Contact
City of Long Beach	GASB 45 Valuation GASB 16 Valuation CalPERS Consulting Pension Consulting	Grace H. Yoon Budget Analyst 330 W. Ocean Blvd., 6th Floor Long Beach, CA 90802 Phone: 562-570-6408
City of Torrance	GASB 45 Valuation CalPERS Consulting Pension Valuations	Mary K. Giordano Assistant City Manager 3031 Torrance Blvd. Torrance, CA 90503 Phone: 310-618-5880
City of Gardena	GASB 45 Valuation	D. Christine Hach Assistant City Manager / Administrative Services Director 1700 West 162nd Street Gardena, CA 90247-3778 Phone: 310-217-9517
City of Inglewood	GASB 45 Valuation CalPERS Consulting	Sharon Koiker Interim Finance Director One Manchester Boulevard, # 800 Inglewood, CA 90301 Phone: 310-412-5460
City of El Segundo	GASB 45 Valuation Pension Valuations	Deborah Cullen 350 Main Street El Segundo Ca. 90245-3813 Phone: 310-524-2315
City of Redondo Beach	GASB 45 Valuation CalPERS Consulting	Marni S. Ruhland Finance Officer 415 Diamond Street Redondo Beach, CA 90277 Phone: 310-372-1171 x2428

We can provide additional references at the City's request. Appendix B contains a partial list of clients for whom we have prepared GASB 45 actuarial valuations.

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SECTION 4
WORK PLAN

Project Approach

We believe that there are two levels to a GASB 45 actuarial valuation. The first level is technical compliance with GASB 45. Some public employers may hire an actuary to assist only with technical compliance with GASB 45, limiting the scope of services to preparing a compliance-only valuation that provides the required financial reporting and disclosure information. The second level goes beyond reporting and disclosure issues and assists the City with an understanding of GASB 45, the actuarial methods and assumptions, the valuation results, the financial statement impact, funding policies and trust options, and a review of the plan design.

Our actuarial valuation process includes the following steps:

- Data Collection - The City will provide documentation of plan provisions, healthcare providers, funding policy, and employee census information including individual plan and coverage elections.
- Data Review - We will review the requested plan information and provide a list of any questions.
- Methods & Assumptions - We will recommend the actuarial assumptions and funding methods with the City's input. We can meet with the City for an initial planning meeting to review the plan design, participant data, actuarial assumptions, and funding methods at its request.

  The actuarial assumptions used for the valuation may include: discount rate, general inflation, payroll increases, healthcare trend, mortality, termination, disability, retirement, participation at retirement, healthcare plan at retirement, Medicare eligibility, marital status at retirement, spouse's age at retirement, and dependent coverage at retirement.
- Valuation Processing - We will prepare the actuarial valuation using ProVal software, a comprehensive and widely used and respected retirement benefit valuation system developed by Winklevoss Technologies, LLC.

  Our procedures for quality control include the checking of computer programs and calculations by a second actuary and the review of results and presentation materials by senior actuaries. We keep client information secure by encrypting all files kept on our computers.
- Preliminary Results Meeting - We will meet with the City to review the preliminary valuation results. Our preliminary results presentation will be in a discussion outline format and will include a benchmark survey comparing the City's GASB 45 information with other agency GASB 45 plan studies prepared by Bartel Associates.
- Valuation Report - We can, at the City's request, prepare a formal valuation report. We can also prepare an executive summary of the valuation results and a draft GASB 45 financial statement footnote, if needed.
- CalPERS Certification - If the City decides to pre-fund its retiree healthcare benefits through CERBT, it will need to provide an actuarial certification, a funding policy certification, and an

#2.

Excel spreadsheet containing valuation information to CalPERS in addition to a valuation report. We can prepare this information at the City's request.

We strongly believe that through our years of experience we have developed an efficient and effective process for preparing and presenting actuarial valuations.

Actuarial Valuation Discussion Outline

Our actuarial valuation discussion outlines are clear, concise and understandable to non-actuaries. Our outlines include:

- Summary of plan provisions
- Summary of the data used for the valuation:
  - employee counts and average ages, service, pay, etc. by employee group
  - active and retiree coverage elections by healthcare plan
  - retiree coverage (single, 2-party, family) statistics by age
  - active age/service distributions
- Summary of actuarial methods and assumptions
- GASB 45 accounting information
- Comparison of the City's costs and obligations with that of other agencies in our database

The discussion outline will include the following information:

- Actuarial value of benefits, including:
  - Present Value of Future Benefits
  - Actuarial Accrued Liability, broken down by active and retired employees
  - Plan Assets
  - Unfunded Actuarial Accrued Liability
  - Normal Cost
  - Expected Benefit Payments
- Annual Required Contribution, as a dollar amount and as a percentage of payroll, identifying:
  - Normal Cost
  - Amortization of the Unfunded Actuarial Accrued Liability
- Annual OPEB Cost
- Net OPEB Obligation
- A 10-year projection of the Net OPEB Obligation, City contributions, Annual Required Contributions, Annual OPEB Costs, and "pay-as-you-go" costs
- Estimated gain/loss analysis showing the reasons for changes in the Actuarial Accrued Liability from the prior valuation

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SECTION 4
WORK PLAN

Project Schedule

We usually recommend a 6 to 8-week timeframe for the actuarial valuation. If the City provides the requested information by April 15, 2013 and answers our data questions by April 29, 2013, we can meet with the City to provide preliminary valuation results by May 27, 2013.

Project Steps	Estimated Dates
1) City provides participant data and plan information	April 15, 2013
2) City provides answers to data questions	April 29, 2013 ≈ 2 weeks after (1)
3) Preliminary valuation results meeting	May 27, 2013 ≈ 4 weeks after (2)
4) Final valuation report	June 3, 2013 ≈ 1 week after (3)

We may be able to complete the valuation earlier if the City provides June 30, 2011 census data prior to April 15, 2013.

SECTION 5
PROJECT TEAM

The project team that will be assigned to work with City will include:

- John Bartel, President
- Joseph D'Onofrio, Assistant Vice President

John Bartel is an Associate of the Society of Actuaries, a Fellow of the Conference of Actuaries, and a Member of the American Academy of Actuaries. He has extensive public sector experience with GASB 45 and retirement consulting with over 250 public entities in California. He has appeared before county boards of supervisors, city councils, retirement system boards, and public agency boards of directors and is known for his clarity.

Joseph D'Onofrio is a Fellow of the Society of Actuaries, an Enrolled Actuary, a Fellow of the Conference of Actuaries, and a Member of the American Academy of Actuaries.

The actuaries assigned to the project team are qualified to undertake the project in accordance with the Code of Professional Conduct of the American Academy of Actuaries and the Society of Actuaries and to issue Statements of Actuarial Opinion in accordance with the Qualification Standards of the American Academy of Actuaries.

The project team will include members of our actuarial analyst staff. Biographies of project team members and other senior staff are included in Appendix B.

SECTION 6
FEES

Our fees are a function of the hours worked by each professional on a project and their hourly billing rates. Our hourly rates are as follows:

Team Member	Hourly Rate
Partner	$250 - $300
Assistant Vice President	$200 - $225
Senior Actuarial Analyst	$150
Actuarial Analyst	$125
Administrative Support	$75

We have prepared a budget based on the City's retiree healthcare plan design, the information provided in the City's RFP, the June 30, 2009 actuarial valuation report, and our experience preparing prior actuarial valuations for the City.

Our estimated fee to prepare a GASB 45 actuarial valuation of the City's retiree healthcare plan as of June 30, 2011 is $12,500 including a meeting to discuss the valuation results. While our fee estimate represents the likely cost of the valuation, it is possible that the valuation may require additional time. We understand the City's budgeting needs and agree not to bill more than $14,500 for the June 30, 2011 valuation unless the project scope changes.

GASB 45 Actuarial Valuation	$ 12,000
Preliminary Results Meeting	500
Total Estimated Fee	$ 12,500
Not-To-Exceed Fee	$ 14,500

Since our estimated fee only includes expected charges for time spent on the actuarial valuation, the City may want to establish an additional consulting budget for other OPEB projects or consulting that may be needed over the coming years until the next actuarial valuation is needed. For example, the City might include an additional budget of 25% to 30% of our estimated fee in its contract or purchase order to cover unexpected requests. The amount of this consulting budget may be higher if the City has any expectations for plan changes, plan design studies, funding policy changes, cost projections, and other day-to-day administrative, financial reporting, and consulting issues. The City may also want to include an additional budget of 10% to 20% of our estimated fee for additional data work if the census data is not provided accurately in the format requested below.

Our fee estimate assumes:

- Plan provisions have not changed since the June 30, 2009 actuarial valuation.
- Participant census data requested will be provided completely and accurately in an Excel workbook with one record per participant.
- All plan and financial information requested will be provided and is internally consistent.

#2.

SECTION 6
FEES

- Costs and liabilities will be provided using one funding method and one set of assumptions, with .
- GASB 45 costs and liabilities will be presented for the plan as a whole with breakdowns for Miscellaneous and Safety employees.
- We will have one meeting with the City to review the valuation results and will provide a preliminary valuation results discussion outline for the meeting. The discussion outline will summarize the plan provisions, census data, actuarial methods and assumptions, and the valuation results.
- There will be no additional charges for expenses (e.g., travel, telephone, copying, etc.). The hourly rates listed above include our costs for these items.
- We will invoice the City monthly based on time incurred, subject to the above maximum fee.

Our fee estimate may be higher if:

- Plan provisions have changed since the June 30, 2009 actuarial valuation.
- Plan provisions and financial information is not provided as requested or is not complete and internally consistent.
- Participant census data is not complete, accurate, and free from internal inconsistencies or is not provided in an Excel workbook with one record per participant.
- Results are needed separately for additional employee groups.
- Results are needed for additional assumptions, funding methods, funding policies, or alternative plan designs.
- The City needs us to calculate an implied subsidy. The Actuarial Standards Board (ASB) of the American Academy of Actuaries (AAA) is currently reviewing Actuarial Standards of Practice (ASOP) No. 6, "Measuring Retiree Group Benefit Obligations." The ASB approved an exposure draft in April 2012 that would require that actuaries calculate an implied subsidy for all retiree healthcare plans currently covered by the community-rated plan exception. The period for public comments ended on July 15, 2012. The Pension Committee of the AAA will take those comments into account and plans to present a proposed final revision of the standard to the ASB during 2013.
- The City requests additional meetings. We will base our fee for additional meetings on our billing rates and the time needed for the meetings and preparation. For example, a 2-hour meeting where we can use our discussion outline with no additional preparation would cost about $600. If the City would like us to prepare a short valuation summary, such as for a City Council meeting, our estimated fee would be an additional $500.
- The City requests an executive summary or a draft financial statement footnote. We estimate that our fees would be $1,500 for an executive summary and $600 for a draft financial statement footnote.
- If the City decides to pre-fund its retiree healthcare benefits. If the City pre-funds through CERBT, it will need to provide CalPERS a valuation report, an actuarial certification, a funding policy certification, and an Excel spreadsheet containing the valuation results and

SECTION 6
FEES

funding information. Our estimated fee to prepare the certifications and Excel spreadsheet required by CalPERS is $500.

- The City requests additional work after the valuation is completed, such as studying changes in plan provisions, funding policy, investment policy, OPEB trust, actuarial assumptions, or actuarial methods. Our additional fee will be based on our billing rates and the expected time for the project.

#2.

SECTION 7
DATA

If the City accepts our proposal, we will need the following information:

- Written summary of the City's retiree healthcare plan provisions, including a description of the City's contributions for active and retired employees. This summary will be used as the basis of retiree healthcare benefits provided by the City for the June 30, 2011 actuarial valuation.
- Copies of the most recent MOUs for bargained employee groups and agreements for unrepresented groups if that information is not available on the City's website.
- Total City pay-as-you-go costs for retiree healthcare benefits for fiscal years 2009/10, 2010/11, 2011/12 and year-to-date 2012/13.
- The City's 2010 and 2011OPEB financial statement footnotes and required supplementary information if not available on the City's website.
- The City's most current CalPERS PEMHCA resolution(s).
- The City's last monthly CalPERS health premium invoice, including a list of the City's contribution for each employee and retiree.
- Any anticipated changes to the current funding policy.
- CalPERS pension plan tiers and their effective dates.
- Active and retired participant data as of the June 30, 2011 valuation date in an Excel workbook format. Active and retired participant information can be provided on separate worksheets.
  - Active Data - name, employee number (not Social Security number), gender, birth date, hire date, additional prior City service for rehired employees (if available), healthcare plan, single/2-party/family coverage, CalPERS pension plan (Miscellaneous, Safety), total CalPERS service including service at other agencies (if available), bargaining or employee group, and annual PERSable compensation. Indicate the pay period for the compensation reported. Include any active employees who have waived healthcare coverage.
  - Retiree Data - name, employee number (not Social Security number), gender, birth date, hire date, retirement type (service retirement, disability retirement, surviving spouse), retirement date, healthcare plan, single/2-party/family coverage, CalPERS pension plan (Miscellaneous, Safety), bargaining or employee group, spouse's birth date (if available), Medicare eligibility for service retirees under age 65 (if available), portion of premium paid by the City, and portion of premium paid by the retiree. Include any retirees or surviving spouses of retirees who have waived coverage.
  - The City can request a copy of its June 30, 2011 CalPERS PEMHCA database by downloading and submitting the CalPERS "GASB 45 Data Extract Request and Non-Disclosure Agreement" and the "GASB 45 Data Extract Receiving Party Sending Electronic Information Agreement" from the CalPERS website (www.calpers.ca.gov/index.jsp?bc=/employer/retiree-ben-trust/data-extract.xml). This data extract may assist the City in providing the information requested above.

#2.

SECTION 7
DATA

- Our fee estimate assumes that the City will merge and reconcile all data files and provide one census file with one complete record for each employee and eligible retiree in an Excel workbook. If the City needs our help to merge and reconcile data, our fees will be higher.
- In order to maintain confidentiality, please do not provide Social Security numbers on any of the information provided. We will delete any files that include Social Security numbers and request revised files.

- We may need additional data, depending on our review of the City's retiree healthcare plan.

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APPENDIX A
BARTEL ASSOCIATES' SERVICES

OPEB (Other Post Employment Benefits)

We provide OPEB actuarial services to states, counties, cities and public agencies. This work helps agencies understand the impact of GASB 45 and includes:

- Review and determination of plan benefits per MOU's, bargaining agreements, plan summaries, etc.
- Review of plan demographics and selection of actuarial methods and assumptions
- Calculation of GASB 45 costs and liabilities.
- Review and analysis regarding funding alternatives.
- Preparation of draft financial statement reporting and disclosure information
- Alternative plan design cost impact studies.
- Analysis of defined benefit and defined contribution retiree healthcare plan designs.
- Open and closed group projections, including Annual OPEB Cost (AOC) cost and benefit payout projections.
- Review and analysis of life insurance contracts.

Pension Plans

We prepare actuarial valuations of defined benefit retirement plans for public agencies. This work includes consulting regarding various plan issues, including the following:

- Annual and biennial actuarial valuations.
- Financial statement reporting and disclosure information under Governmental Accounting Standards Board Statement No. 27 (GASB 27).
- Audits of actuarial valuations and experience studies.
- Benefit calculations, plan design, and document review.

CalPERS Consulting

We have worked with many California public agencies consulting on issues related to the CalPERS retirement system. This work covers a broad spectrum of retirement benefits issues, and often includes presentations to city councils, boards of directors, employee bargaining groups, or agency staff. Additional details of projects we have prepared are as follows:

- Benefit improvement analysis including cost allocations for property tax issues.
- Pension Obligation Bond (POB) issues including cash flow analysis and actuarial certifications for POB unfunded actuarial liabilities.
- Asset-liability analysis including modeling stochastic confidence ranges for various funding criteria such as asset returns, contribution rates, and plan funded status.
- Projections of CalPERS contribution rates and related stochastic modeling.
- Cost impact studies of actuarial assumption changes.
- Plan review and design issues.

#2.

APPENDIX B
BARTEL ASSOCIATES' GASB 45 CLIENTS

Alameda Corridor Transportation Authority	City of Santa Fe Springs
Alameda County Fire Department	City of Santa Rosa
Alameda County Water District	City of Solana Beach
American Canyon Fire Protection District	City of South Lake Tahoe
Aptos/La Selva Fire Protection District	City of South San Francisco
Association of Bay Area Governments	City of Stanton
Bay Area Air Quality Management District	City of Stockton
Belmont San Carlos Fire District	City of Sunnyvale
Calleguas Municipal Water District	City of Temple City
CalOptima	City of Torrance
Central Contra Costa Sanitary District	City of Tustin
Central County Fire Department	City of Union City
Chino Valley Independent Fire District	City of Upland
City of Alameda	City of Vallejo
City of Alhambra	City of Victorville
City of Antioch	City of West Covina
City of Azusa	City of West Hollywood
City of Belmont	City of West Sacramento
City of Bishop	City of Westlake Village
City of Brea	City of Westminster
City of Brentwood	City of Whittier
City of Brisbane	City of Yuba City
City of Buena Park	Coachella Valley Water District
City of Burbank	Community Redevelopment Agency of LA
City of Burlingame	Contra Costa County Public Law Library
City of Campbell	Contra Costa Transportation Authority
City of Cathedral City	County of Amador
City of Chico	County of Colusa
City of Chino Hills	City of Santa Clarita
City of Chula Vista	County of El Dorado
City of Citrus Heights	County of Madera
City of Coachella	County of Modoc
City of Commerce	County of Monterey
City of Compton	County of Napa
City of Concord	County of Nevada
City of Corona	County of Orange

#2.

APPENDIX B
BARTEL ASSOCIATES' GASB 45 CLIENTS

City of Costa Mesa	County of Placer
City of Culver City	County of Santa Cruz
City of Cupertino	County of Shasta
City of Cypress	County of Siskiyou
City of Daly City	County of Solano
City of Davis	County of Sutter
City of Dixon	County of Tulare
City of Duarte	County of Tuolumne
City of Dublin	County of Yolo
City of El Centro	County of Yuba
City of El Segundo	Cucamonga Valley Water District
City of Encinitas	Delta Diablo Sanitation District
City of Fairfield	Dublin San Ramon Services District
City of Fort Bragg	East Bay Regional Park District
City of Foster City	Eastern Municipal Water District
City of Fountain Valley	Eastern Sierra Community Services District
City of Fremont	Golden Sierra Job Training Agency
City of Gilroy	Helix Water District
City of Glendale	Ironhouse Sanitation District
City of Glendora	Irvine Ranch Water District
City of Half Moon Bay	Local and Regional Government Authorities
City of Hawaiian Gardens	Los Altos Unified School District
City of Healdsburg	Los Angeles County Sanitation District
City of Hemet	Marin County Housing Authority
City of Hercules	Marin Municipal Water District
City of Hermosa Beach	McCloud Community Services District
City of Hesperia	Menlo Park Fire Protection District
City of Huntington Beach	Metropolitan Water District of Southern CA
City of Huntington Park	Midpeninsula Regional Open Space District
City of Inglewood	Monte Vista County Water District
City of La Habra	Moraga-Orinda Fire District
City of La Puente	Mt. Diablo Unified School District
City of Livermore	Napa County Transportation and Planning Agency
City of Lompoc	McCloud Community Services District

APPENDIX B
BARTEL ASSOCIATES' GASB 45 CLIENTS

City of Long Beach	Menlo Park Fire Protection District
City of Los Altos	Nevada Irrigation District
City of Lynwood	North Coast County Water District
City of Madera	North Orange County Community College District
City of Manteca	North Tahoe Fire Protection District
City of Martinez	Orange County Transportation Authority
City of Menlo Park	Otay Water District
City of Merced	Palm Springs Desert Resort CVA
City of Mill Valley	Palo Alto Unified School District
City of Millbrae	Peralta Community College District
City of Mission Viejo	Placer County Water Agency
City of Monrovia	Port of Stockton
City of Monte Sereno	Rancho Cucamonga Fire District
City of Montclair	Redwood Empire Municipal Insurance Fund
City of Monterey	Riverside County Transportation Commission
City of Moorpark	Rodeo Hercules Fire Protection District
City of Moreno Valley	Ross Valley Sanitary District
City of Napa	Sacramento Metropolitan Fire Protection District
City of Newark	Sacramento Regional Fire Communications Center
City of Newport Beach	Salinas Valley Solid Waste Authority
City of Norco	San Bernardino Municipal Water Department
City of Novato	San Diego County Water Authority
City of Ontario	San Francisco Bay Area Water Emergency Transportation Authority
City of Oroville	San Francisco County Transportation Authority
City of Palo Alto	San Francisco Redevelopment Agency
City of Paramount	San Mateo County Transit District
City of Patterson	San Ramon Valley Fire Protection District
City of Petaluma	Santa Cruz Metropolitan Transit District
City of Pico Rivera	Santa Cruz Regional 9-1-1
City of Piedmont	Scotts Valley Fire Protection District
City of Pinole	Solano County Water Agency
City of Pismo Beach	South Coast Water District
City of Pittsburg	South County Fire Protection Authority
City of Pleasanton	Southern California Association of Governments

#2.

APPENDIX B
BARTEL ASSOCIATES' GASB 45 CLIENTS

City of Pomona	Southern California Regional Rail Authority
City of Rancho Cucamonga	Stanislaus County Housing Authority
City of Redding	State of Maine
City of Redondo Beach	Stege Sanitary District
City of Redwood City	Sweetwater Authority
City of Richmond	Tamalpais Union High School District
City of Riverside	Town of Corte Madera
City of Rocklin	Town of Hillsborough
City of Rohnert Park	Town of Los Altos Hills
City of Roseville	Town of Los Gatos
City of Sacramento	Town of Ross
City of Salinas	Town of Windsor
City of San Bernardino	Town of Yountville
City of San Carlos	Tuolumne Utilities District
City of San Gabriel	United Water Conservation District
City of San Jose	Ventura County Transportation Commission
City of San Leandro	West Basin Municipal Water District
City of San Luis Obispo	West Valley Sanitation District
City of San Marcos	Westborough Water District
City of San Mateo	Wheeler-Ridge Maricopa Water Storage District
City of San Rafael	Windsor Fire Protection District
City of Sand City	Yolo County Transportation District
City of Santa Ana	Yolo-Solano Air Quality Management District
City of Santa Clara	Yuba County Water Agency
City of Santa Clarita	

APPENDIX C
SENIOR STAFF BIOGRAPHIES

JOHN E. BARTEL, President

Experience/Responsibilities

With over 30 years in employee benefits, John focuses on pension consulting for a wide variety of public and private sector clients. He founded Bartel Associates to serve public sector agencies, emphasizing quality, personal attention, and clear results at reasonable fees. Clients rely on John's ability to apply complex regulations in understandable ways.

John is one of two actuaries appointed by the Governor to the California Actuarial Advisory Panel (CAAP) formed under recent legislation (SB 1123). CAAP will provide impartial and independent information on pensions, other postemployment benefits, and best practices to California public agencies. John Bartel served as consultant for the California State Office of Finance to the Governor's Public Employee Post-Employment Benefits Commission, charged with review of policy regarding the State's public employee retirement benefits. John was a member of GASB's OPEB task.

John specializes in:

- CalPERS public agency consulting
- Helping clients understand actuarial, accounting, and regulatory issues
- Retiree healthcare plan valuation, study, and design
- Retirement plan review, valuation, and design
- Employee benefit merger and acquisition issues
- Publications (copies available upon request):
  - 2003 California Public Retirement Journal "GASB: Other (Than Pensions) Post employment Benefits Plan Sponsor Reporting and Disclosure"
  - June 2001 National Association of State Retirement Administrators (NASRA) "Is A DROP Plan Right for Your Organization?" with Chris Bone, Aon's Chief Actuary
  - January 2001 Western City "Understanding the Impact of the New CalPERS Public Safety Benefits" with Harriet Commons, City of Fremont.
  - GASB 27 (pension disclosure) White Paper, California Committee on Municipal Accounting with Glenn Steinbrink, City of Fullerton
- Speaker at meetings for Enrolled Actuaries, Society of Actuaries, Conference of Consulting Actuaries, League of California Cities, California Society of CPAs, California Public Employee Labor Relations Association, and California Society of Municipal Finance Officers

Affiliations/Designations/Education

- Associate of the Society of Actuaries
- Fellow of the Conference of Consulting Actuaries
- Member, American Academy of Actuaries
- BS in mathematics, California State University, Chico

#2.

APPENDIX C
SENIOR STAFF BIOGRAPHIES

MARILYN OLIVER, Vice President

Experience/Responsibilities

Marilyn Oliver has worked over 30 years as an actuarial consultant for retirement plans of public and private sector employers. For the last 20 years she has specialized in actuarial consulting related to state, county, city, and special district retirement systems and post-retirement health plans. She performs:

- Actuarial audits,
- Benefit design studies and legislative costing,
- Actuarial valuations, experience studies, and funding method studies,
- GASB 25, 27, 43 and 45 compliance, and
- Presentations to legislative bodies and retirement boards.

Professional Activities

- Current Member
  - Retiree Group Benefits Subcommittee of the Actuarial Standards Board Pension Committee
  - Society of Actuaries Project Oversight Group on Valuation of Gain-sharing Arrangements
- Past Chair of the following Society of Actuaries (SOA) committees and task forces:
  - Pension Section Council (serving members of the SOA specializing in the defined benefit area)
  - Retirement Systems Professional Education and Development Committee
  - Mortality Projection and Retirement Income Needs Taskforces

Publications

- Assessment and Selection of Actuarial Assumptions for Measuring Pension Obligations; September, 2009
- The UP-94 and GAR-94 Mortality Tables: Issues in Choosing the Appropriate Table, with Christopher Bone, Lindsay Malkiewich, Mike Virga, and Henry Winslow; Transactions of the SOA; October 1995

Affiliations/Designations/Education

- Fellow, Society of Actuaries
- Enrolled Actuary
- Fellow, Conference of Consulting Actuaries
- Member, American Academy of Actuaries
- BS, MA Mathematics, University of Arizona

APPENDIX C
SENIOR STAFF BIOGRAPHIES

DOUG PRYOR, Vice President

Experience/Responsibilities

With over 20 years in employee benefits, Doug specializes in actuarial consulting and other projects, including:

- GASB 43/45 (OPEB) plan valuation, study and design;
- CalPERS public agency consulting;
- Helping clients understand actuarial, accounting, and regulatory issues
- Public sector retirement plan review, valuation, and design
- Presentations to public Boards and City Councils
- Speaker at seminars and meetings, including California Society of Municipal Finance Officers and the California Association of School Business Officials.

Affiliations/Designations/Education

- Associate of the Society of Actuaries
- Enrolled Actuary
- Member, American Academy of Actuaries
- BS in mathematics, University of California, Davis
- MA Statistics, University of California, Santa Barbara

#2.

APPENDIX C
SENIOR STAFF BIOGRAPHIES

BIANCA LIN, Assistant Vice President

Experience/Responsibilities

Bianca's 20 years of actuarial experience includes 16 in employee benefit consulting. Clients depend on Bianca's ability to coordinate projects with them and prepare results in an efficient, cost-effective manner. Bianca's experience includes:

- Governmental pension and retiree medical plan consulting
- Actuarial valuations for private and public sector pension plans
- GASB and FASB accounting valuations
- Cost analysis and projections of various post employment benefit programs
- Review and analysis of CalPERS valuations
- Cost analysis for CalPERS agency

Affiliations/Designations/Education

- Fellow of the Society of Actuaries
- Enrolled Actuary
- Member, American Academy of Actuaries
- MS in Statistics, National Tsing Hwa University, Taiwan

APPENDIX C
SENIOR STAFF BIOGRAPHIES

JOSEPH R. D'ONOFRIO, Assistant Vice President

Experience/Responsibilities

With over 30 years in employee benefits, Joe has served as retirement consultant for numerous public agencies, private sector corporations, government employers, governmental contractors, nonprofit organizations, and professional corporations.

Joe's experience includes:

- Governmental and corporate pension and retiree medical plan consulting and administration
- GASB, FASB, and CAS accounting valuations
- Qualified retirement plan design and valuations
- Nonqualified executive retirement plan design and financial analysis
- Asset liability modeling
- Employee benefit merger and acquisition issues
- Plan terminations

Affiliations/Designations/Education

- Fellow of the Society of Actuaries
- Enrolled Actuary under ERISA
- Fellow of the Conference of Consulting Actuaries
- Member, American Academy of Actuaries
- BS in Physics, The Cooper Union for the Advancement of Science and Art, New York City

#2.

APPENDIX C
SENIOR STAFF BIOGRAPHIES

DEANNA VAN VALER, Assistant Vice President

Experience/Responsibilities

Deanna's 25 years of actuarial experience includes 7 years as a CalPERS actuary in addition to working in large and small private sector consulting firms. She has significant experience with public sector plans, including OPEB plans, 37 Act Retirement Systems, and PARS plans. Clients appreciate Deanna's ability to "speak their language" and provide easy-to-understand explanations of even the most difficult topics. Deanna's experience includes:

- Actuarial valuations for private and public sector pension plans.
- Studies analyzing the cost of new benefits and changes to existing plans.
- Studies analyzing the rates at which plan members retire, become disabled, terminate, and die.
- Valuations of postretirement medical, dental, vision and life insurance programs.
- Plan amendments, summary plan descriptions, other employee communications and government filings.
- Calculation of benefits, service purchases, and present values.
- Consultant for 37 Act Retirement Systems and other California county and local governmental pension plans, assisting with strategic planning, policy setting, and staff education.
- CalPERS actuary for 7 years supervising annual valuations for 5 large State plans with over 600,000 members, non-teaching Schools plans with over 300,000 members, in addition to more than 1,900 plans of participating CalPERS employers.
- Speaker at professional conferences and educational seminars for SACRS, CALAPRS, FPPTA.

Affiliations/Designations/Education

- Associate of the Society of Actuaries
- Enrolled Actuary under ERISA
- Fellow of the Conference of Consulting Actuaries
- Member, American Academy of Actuaries
- BA in mathematics, Carleton College, Northfield, MN

CATHY WANDRO, Assistant Vice President & Actuary

Experience/Responsibilities

Cathy has over 15 years of actuarial experience, primarily in employee benefits. She has worked for large and small private sector consulting firms, and for the last 7 years has focused mainly on public sector OPEB and pension plans. Her experience includes:

- Pension and retiree healthcare actuarial valuations
- Retirement plan redesign, plan amendments, and government filings
- Summary plan descriptions and employee benefit statements
- Profit sharing allocations
- Benefit adequacy studies

Affiliations/Designations/Education

- Associate of the Society of Actuaries
- Member, American Academy of Actuaries
- BA in mathematics, St. Mary's College of California
- MS in actuarial science, University of Iowa, Iowa City

#2.

APPENDIX C
SENIOR STAFF BIOGRAPHIES

Mary Elizabeth Redding, Assistant Vice President

Experience/Responsibilities

With over 30 years in employee benefits, Mary Beth has served as retirement consultant for a wide range of public agencies, private sector corporations, government employers, governmental contractors, and nonprofit organizations. Mary Beth enjoys understanding her client's benefit programs, and then communicating clearly so that her clients can make the best decisions possible for their organizations.

Mary Beth's experience includes:

- Governmental and corporate pension and retiree medical plan consulting, valuation and financial modeling and analysis
- Experience studies and actuarial audits
- Employee communications, plan amendments, and summary plan descriptions
- GASB, FASB, CASB and IAS accounting valuations
- Qualified retirement and retiree medical plan design, administration and compliance
- Nonqualified executive retirement plan design and financial analysis
- Asset liability modeling
- Employee benefit merger and acquisition consulting
- Plan terminations
- Speaker for Enrolled Actuaries meeting, Retirement Boards, Retirement Committees, Boards of Directors and employee groups.

Affiliations/Designations/Education

- Fellow of the Society of Actuaries
- Enrolled Actuary under ERISA
- Member, American Academy of Actuaries
- BS in Geology and Geophysics, Yale University, New Haven, Connecticut

#2.

APPENDIX D
CERTIFICATE OF LIABILITY INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/01/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
JSI FINANCIAL SERVICES, INC
JOHN SARGEANT INSURANCE AGENCY
P. O. BOX 4604
GLENDALE CA 91222

CONTACT NAME: ROBERT B. RICE JR
PHONE (A/C, No, Ext): 818-562-2600 FAX (A/C, No): 818-436-5988
E-MAIL ADDRESS: robert@johnsargins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AMERICAN STATES INSURANCE COMPANY	19704
INSURER B: INDIAN HARBOR INSURANCE COMPANY	36940
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
BARTEL-ASSOCIATES
411 BOREL AVENUE
SUITE 101
SAN MATEO CA 94402

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			25CC124429-7	09/01/2012	09/01/2013	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			25CC124429-7	09/01/2012	09/01/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		01-WC-145183-70	09/01/2012	09/01/2013	X WC STATUTORY LIMITS OTHER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	MISC. PROFESSIONAL LIABILITY			MPP001715208	09/01/2012	09/01/2013	$1,000,000 PER CLAIM $3,000,000 ANNUAL AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

**CERTIFICATE ISSUED FOR
INFORMATIONAL PURPOSES ONLY**

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
ROBERT B. RICE JR. Robert B. Rice

ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Controller**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL FROM AND ENTER INTO A CONTRACT WITH BARTEL ASSOCIATES, LLC TO PROVIDE GASB 45 ACTUARIAL VALUATION SERVICE IN RESPECT OF THE CITY'S OTHER POSTEMPLOYMENT BENEFITS (OPEB) OBLIGATION**

Stephen Ajobiewe	**4/16/2013 3:25:35 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**4/18/2013 10:26:11 AM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**4/18/2013 7:20:02 AM**
CITY CONTROLLER	DATE
G. Harold Duffey	**4/17/2013 8:47:09 PM**
CITY MANAGER	DATE

Use when:

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

#3.

April 23, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW AN AGREEMENT WITH THE INTERINSURANCE EXCHANGE OF THE AUTOMOBILE CLUB TO CONTINUE THE USAGE OF A VEHICLE FOR THE FIRE ARSON UNIT

SUMMARY

The attached Resolution authorizes the City Manager to renew an agreement with the Interinsurance Exchange of the Automobile Club for the Fire Department to continue the usage of a vehicle for arson services.

BACKGROUND

The Fire Department is charged with the responsibility to investigate, process and prosecute arson cases within the City of Compton. Unfortunately, due to budgetary constraints the fire department is currently unable to staff full-time personnel to handle this function. Fire prevention and suppression staff is assigned various functions to handle the responsibilities of the arson unit.

SITUATION

Off-duty investigators respond to the City in their personal vehicles. The Interinsurance Exchange of the Automobile Club has a program loaning vehicles to agencies carrying out law enforcement functions such as arson, auto theft and/or insurance fraud. The arson unit continues to qualify to use such a vehicle and the fire department desires to retain possession of the vehicle to assist in the carrying out of their responsibilities. The vehicle will also provide a measure of confidentiality to those whom operate it as part of their responsibility. Arson investigators do cause suspects to be arrested and prosecuted, exposing them to risk. Therefore it is not prudent to continue to drive their personal vehicles which can be linked to their homes and family. The accepting of this resource solves that issue.

FINANCIAL IMPACT

There is no further impact to the budget. The vehicle is loaned to the City at no cost for as long as the City desires. Any maintenance and service cost can be handled with funds already budgeted and appropriated in the Fire Department's budget.

#3.

ANALYSIS/ALTERNATIVES

An alternative would be to purchase a vehicle for the Fire Department at cost.

RECOMMENDATION

It is recommended that Council approve the attached resolution.

JON THOMPSON
FIRE CHIEF

APPROVED TO FORWARD:

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO ______________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW AN AGREEMENT WITH THE INTERINSURANCE EXCHANGE OF THE AUTOMOBILE CLUB TO CONTINUE THE USAGE OF A VEHICLE FOR THE FIRE ARSON UNIT

WHEREAS, the Fire Department is charged with investigating, processing and prosecuting suspected arson fires within the City of Compton; and

WHEREAS, the performance of such duties require that investigators respond to the City with the necessary equipment and supplies to carry out those functions; and

WHEREAS, the Interinsurance Exchange of the Automobile Club loans vehicles at no charge to agencies whom perform such functions and are in need; and

WHEREAS, the Fire Department is in need of a vehicle to assist in the carrying out those arson responsibilities.

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

SECTION 1. That the City Manager is authorized to renew the agreement with the Interinsurance Exchange of the Automobile Club of Southern California to receive a loan vehicle at no cost to the Fire Department for the arson investigation unit.

SECTION 2. That a copy of this resolution shall be forwarded to the City Manager, City Controller, City Attorney and the Fire Department.

SECTION 3. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of _______________, 2013.

____
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

#3.

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 ________________, 2013.

That the 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

VEHICLE TRANSFER AGREEMENT

THIS AGREEMENT made and entered into this **04** day of **MARCH 2013** by and between **COMPTON FIRE DEPARTMENT** hereinafter referred to as AGENCY" and the INTERINSURANCE EXCHANGE OF THE AUTOMOBILE CLUB with principal offices at 3333 Fairview Road, Costa Mesa, CA 92626, hereinafter referred to as "EXCHANGE".

RECITALS

WHEREAS, the AGENCY desires to acquire a vehicle in order to conduct investigations regarding automobile theft and insurance fraud; and

WHEREAS, the EXCHANGE has a vehicle of the appropriate make and model that it is willing to make available for AGENCY to conduct its investigations;

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and premises herein stated, the parties agree as follows:

1. The EXCHANGE shall give the AGENCY the title to and the vehicle currently registered to the EXCHANGE, identification number **2GCEC19N061351408** make/model **CHEVY/SILVERADO** and year **2006** ("VEHICLE"). The AGENCY shall register the VEHICLE with the Department of Motor Vehicles ("DMV") within fourteen (14) business days after this Agreement is executed by all parties in its own name or in any other name other than the EXCHANGE and its affiliated companies. Within two (2) days after the AGENCY registers the VEHICLE with the DMV, the AGENCY shall place new and different license plates on the VEHICLE and surrender the original plates to the EXCHANGE or to the DMV as may be required by law. The AGENCY is responsible for all DMV fees.

2. The AGENCY shall accept VEHICLE "as is" with no guarantees or warranties. The VEHICLE shall only be used by the AGENCY for activities and investigations regarding auto theft and/or insurance fraud. However, the EXCHANGE agrees that the operational decisions regarding the deployment of the VEHICLE are within the sole discretion of AGENCY.

3. The transfer of the VEHICLE is effective as of **03/04/13** and shall terminate on **03/04/16**. During this period, the AGENCY is responsible for all routine maintenance and repairs on the VEHICLE.

4. Either party may terminate this Agreement at any time, with or without cause, in its sole discretion, with thirty (30) days written notice.

5. The AGENCY shall provide adequate liability and comprehensive insurance coverage for the VEHICLE, which may be self-insured as provided by California law.

#3.

6. The AGENCY shall indemnify, hold harmless, release and defend the EXCHANGE, its agents, officers, directors, governors, employees, affiliated companies and insured from any and all claims, losses, demands, causes of action, suits, damages and liabilities, including but not limited to property damage or bodily injury, relating in any way or resulting from any AGENCY employee, agent or contractor's use, operation and/or maintenance of the VEHICLE.

7. The EXCHANGE waives any claims for material damage to the VEHICLE. **Policy/Claim # G8336401** DOL **12/08/09.** On the day after the termination of this Agreement, the AGENCY shall return the VEHICLE, regardless of its condition, to the EXCHANGE at the EXCHANGE's Salvage Lot located at 16920 S. Figueroa Street, Gardena, California. At that time, the AGENCY will give to the EXCHANGE the VEHICLE and its executed title. Thereafter, the EXCHANGE will register the VEHICLE with the DMV within fourteen (14) business days after the VEHICLE is returned in its own name or in any other name other than the AGENCY'S. Within two (2) days after the EXCHANGE registers the VEHICLE with the DMV, the EXCHANGE surrender the replacement license plates to the AGENCY or to the DMV as required by law. The EXCHANGE is responsible for all DMV fees related to re-registering the VEHICLE.

8. The AGENCY may not assign this Agreement without the express written consent of the EXCHANGE.

9. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties.

#3.

10. The AGENCY and the EXCHANGE represent that the individual executing this Agreement on behalf of such party is duly authorized to execute such agreements for that party.

Date: ______________

Interinsurance Exchange of the
Automobile Club
By its Attorney in Fact,
ACSC Management Services, Inc.

By: ______________________

Title: MANAGER

Date: ______________

______________________ (AGENCY)

By: ______________________

Title: ______________________

Phone: ______________________

Fax: ______________________

Approved to Form:

By: ______________________

Title: City Attorney

Date: ______________________

By: ______________________

Title: City Clerk

Date: ______________________

REV01/2011

#3.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Fire Department**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO RENEW AN AGREEMENT WITH THE INTERINSURANCE EXCHANGE OF THE AUTOMOBILE CLUB TO CONTINUE THE USAGE OF A VEHICLE FOR THE FIRE ARSON UNIT**

Jon Thompson	**4/4/2013 4:47:03 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**4/18/2013 4:04:39 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**4/18/2013 12:36:27 PM**
CITY CONTROLLER	DATE
G. Harold Duffey	**4/16/2013 1:20:40 PM**
CITY MANAGER	DATE

Use when:

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

#4.

APRIL 23, 2013

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **JON THOMPSON, INTERIM DIRECTOR**
MUNICIPAL LAW ENFORCEMENT SERVICES

RE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE 2ND ANNUAL CITYWIDE YARD SALE EVENT ON MAY 4, 2013**

SUMMARY

The City Council will consider the request of the Block Club Commission, to promote the 2nd Annual Citywide Yard Sale event on May 04, 2013.

BACKGROUND

Section 30-11.4 of the Compton Municipal Code establishes standards for garage and yard sales conducted as an accessory to a permitted dwelling in a residential zone.

Prior to holding a garage or yard sale, a sale permit shall be obtained from the Planning Department and the sales are only permitted on the first Saturday of each month.

STATEMENT OF THE ISSUE

In an effort to promote community awareness, pride and solidarity, the Compton Block Club Commission is requesting to promote the 2nd annual City Wide yard sale during the Month of May, on the first Saturday, May 04, 2013.

Last year, approximately one hundred (100) residents and Neighborhood Block Club's participated in the event. The Commission believes that this event will be more effective and draw maximum exposure if hosted by the City of Compton's Block Club Commission, utilizing City resources such as Channel 36, the City's website and the City's name and logo on a printed newsletter.

The Commission is requesting that the City Council approve the promotion of the event and authorize the use of Channel 36, the City's website and the City's name and logo on newsletters and flyers, and authorize the purchase of one hundred (100) grape stakes from Home Depot.

#4.

ALTERNATIVE

Should the City Council decide not to approve this request, public notification would be limited to word of mouth, limiting exposure of the Yard Sale event and preventing maximum community awareness and participation.

FISCAL IMPACT

There will be an approximate cost of seventy ($70.00) dollars, to Home Depot, for the grape stakes.

RECOMMENDATION

Staff recommends that the City Council approve the request to promote the Citywide Yard Sale event, on May 04, 2013.

JON THOMPSON, INTERIM DIRECTOR
MUNICIPAL LAW ENFORCEMENT SERVICES DEPT.

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

#4.

RESOLUTION NO. ____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE 2ND ANNUAL CITYWIDE YARD SALE EVENT ON MAY 4, 2013

WHEREAS, in an effort to promote community awareness, pride and solidarity, the Compton Block Club Commission is requesting to promote a City wide yard sale during the month of May; and

WHEREAS, Section 30-11.4 of the Compton Municipal Code establishes standards for garage and yard sales conducted as an accessory to a permitted dwelling in a residential zone; and

WHEREAS, prior to holding a garage or yard sale, a sale permit must be obtained from the Planning Department and the sales are only permitted on the first Saturday of each month; and

WHEREAS, the Commission believes that this event will be more effective and draw maximum exposure if hosted in conjunction with the City of Compton, and therefore, the Commission is requesting that the City Council approve the promotion of the event and authorize use of City resources including Channel 36, the City's website and the City's name and logo, for promotion of the event on May 04, 2013.

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

Section 1. That the City Council finds and declares that promoting a Citywide Yard Sale day will promote community awareness, pride and solidarity.

Section 2. That the Block Club Commission is hereby authorized to promote the second (2nd) annual Citywide Yard Sale event of May 04, 2013.

Section 3. That a purchase order to Home Depot in the amount of One Hundred Dollars ($100.00) is authorized. Funds are available in Account No. 1001 670 000 4269.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Clerk, City Attorney, Fire Department and the Municipal Law Enforcement Services Department.

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

ADOPTED this _____ day of _____________, 2013.

____
MAYOR OF THE CITY OF COMPTON

ATTEST:

____
CITY CLERK OF THE CITY OF COMPTON

#4.

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 ___________________, 2013.

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

AYES: COUNCIL MEMBERS–
NOES COUNCIL MEMBERS–
ABSENT: COUNCIL MEMBERS–
ABSTAIN: COUNCIL MEMBERS–

____
CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Law Enforcement**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE 2ND ANNUAL CITYWIDE YARD SALE EVENT ON MAY 4, 2013**

Carl Houston	**3/26/2013 10:12:02 AM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**4/18/2013 4:08:11 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**4/18/2013 3:55:36 PM**
CITY CONTROLLER	DATE
G. Harold Duffey	**4/16/2013 1:13:34 PM**
CITY MANAGER	DATE

Use when:

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

April 23, 2013

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **GLEN W. C. KAU, P.E., INTERIM DIRECTOR OF PUBLIC WORKS / MUNICIPAL UTILITIES**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO VENDORS LISTED IN "APPENDIX A" FOR THE EXPENSES OF STREET MAINTENANCE AND ENGINEERING DIVISIONS FOR THE PUBLIC WORKS DEPARTMENT**

SUMMARY

This resolution authorizes the City Manager to issue purchase orders to vendors who are commonly used by the Public Works Street Maintenance and Engineering Divisions.

BACKGROUND

The Public Works Street Maintenance Division maintains all City fleet vehicles, equipment as well as roadways, sewers, and streetscapes through planned and regular investments in the City's infrastructure. The department frequently procures maintenance supplies and/or materials that are needed for City owned equipment/materials for City business.

STATEMENT OF THE ISSUE

In prior years, these procurements were done by individual purchase orders or resolutions. In order to sustain the daily department functions and operations, it is important that funds are appropriated for vendors as listed in "Appendix A" to provide for the various and sometimes unforeseen circumstances that are responded to the Street Maintenance Division. The vendor appropriations listed ($125,257) will fund the expenses necessary for operations during the remainder of FY 2012-13.

FINANCIAL IMPACT

Adequate funds ($125,257) are available in the approved FY 2012-13 within the Public Works budget. The fund allocation is as follows:

#5.

Account Nos.	Fund	Description	Amount
2502-720-000-4246	Citywide Lighting	Uniforms	$20,000
6000-720-000-4226	Equipment Rental	Maintenance	$ 8,000
6000-720-000-4262	Equipment Rental	Fuel	$40,000
2502-710-000-4249	Citywide Lighting	Special Dept. Expense	$ 9,036
2502-720-000-4248	Citywide Lighting	Horticulture	$14,593
2502-720-000-4236	Citywide Lighting	Maintenance and Repair	$ 7,750
6000-720-000-4262	Equipment Rental	Maintenance and Repair	$25,878
			Total:$125,257

ALTERNATIVE
There are no viable alternatives.

STAFF RECOMMENDATION
Staff recommends the adoption of the attached resolution.

GLEN W. C. KAU, P.E.
INTERIM DIRECTOR OF PUBLIC WORKS / MUNICIPAL UTILITIES

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

GHD/GK/rc

#5.

RESOLUTION NO. ___________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO VENDORS LISTED IN "APPENDIX A" FOR THE EXPENSES OF STREET MAINTENANCE AND ENGINEERING DIVISIONS FOR THE PUBLIC WORKS DEPARTMENT

WHEREAS, Public Works Street Maintenance Division maintains and is responsible for roadways, sewers, and streetscapes through planned and regular investments in the City's infrastructure; and

WHEREAS, the Engineering Division is responsible for implementing the Capital Improvement projects for the rehabilitation of the City's infrastructure.

WHEREAS, the Engineering Division operates and provides supplies and maintenance for all engineering related equipment; and

WHEREAS, due to the daily operations, it is important that funds are appropriated for the listed vendors in "Appendix A" to cover various planned and unforeseen circumstances within the City; and

WHEREAS, the Public Works Street Maintenance and Engineering Divisions would like to continue the ability to purchase necessary services/materials for the remainder of the 2012-2013 Fiscal Year; and

WHEREAS, the vendor appropriations listed will cover necessary expenses needed for the remainder of Fiscal Year 2012-2013.

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

SECTION 1. That the City Manager is authorized to issue purchase orders for the vendors listed in "Appendix A". Appropriations are in the Public Works Department's 2012-2013 Fiscal Year budget in amount not to exceed $125,257 (One Hundred Twenty Five Thousand Two Hundred Fifty Seven Dollars).

SECTION 2. Funds are to be allocated as follows:

Account Nos.	Fund	Description	Amount
2502-720-000-4246	Citywide Lighting	Uniforms	$20,000
6000-720-000-4226	Equipment Rental	Maintenance	$ 8,000
6000-720-000-4262	Equipment Rental	Other Professional Services	$40,000
2502-710-000-4249	Citywide Lighting	Special Dept. Expense	$ 9,036
2502-720-000-4248	Citywide Lighting	Horticulture	$14,593
2502-720-000-4236	Citywide Lighting	Maintenance and Repair	$ 7,750
6000-720-000-4262	Equipment Rental	Other Professional Services	$25,878
Total			**$125,257**

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

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

ADOPTED this _____ day of ____________, 2013.

____

MAYOR OF THE CITY OF COMPTON

#5.

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 ________________, 2013.

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

#5.

APPENDIX A
COMMONLY USED VENDORS

STREET MAINTENANCE/ENGINEERING

VENDOR	FUND	AMOUNT	ACCOUNT NO	DESCRIPTION
Aramark Uniform	Uniforms	$ 20,000	2502-720-000-4246	Uniforms for mechanic/street maint. staff
Advanced Environmental	Maintenance	$ 8,000	6000-720-000-4226	Fuel Pump inspections/repair
OCE	Special Dept. Expense	$ 5,500	2502-710-000-4249	Digital Color Wide Format Printer
SC Fuels	Equipment Rental	$ 20,000	6000-720-000-4262	Fuel
Jankovich	Equipment Rental	$ 20,000	6000-720-000-4262	Fuel
Arrowhead Water (Final bill)	Special Dept. Expense	$ 105	2502-710-000-4249	Service Close Out Billing
Gateway Cities	Special Dept. Expense	$ 3,431	2502-710-000-4249	Admin. Cost sharing for LA River and Tributaries Metals for FY 2012-13
Bishop	Horticulture	$ 5,000	2502-720-000-4248	Tree trimming, gardening supplies
Jewel Chemicals	Horticulture	$ 5,000	2502-720-000-4248	Chemicals and maintenance supplies
Chemsearch	Horticulture	$ 4,593	2502-720-000-4248	Weeding chemicals
Traffic Management	Equipment Rental	$ 7,750	2502-720-000-4236	Barricades and traffic control
William Scottsman	Equipment Rental	$ 1,500	6000-720-000-4236	Rental of trailer for field crew break area
Cummins Cal Pacific, LLC	Equipment Rental	$ 14,378	6000-720-000-4262	Repair for Fixed Transit Bus (engine)
Glenn Thomas Dodge	Equipment Rental	$ 10,000	6000-720-000-4236	Repair/Service for City fleet
TOTAL		**$ 125,257**		

#5.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO VENDORS LISTED IN "APPENDIX A" FOR THE EXPENSES OF STREET MAINTENANCE AND ENGINEERING DIVISIONS FOR THE PUBLIC WORKS DEPARTMENT**

John Strickland	**3/27/2013 6:52:16 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**4/4/2013 1:26:38 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**4/4/2013 11:41:59 AM**
CITY CONTROLLER	DATE
G. Harold Duffey	**3/27/2013 7:05:10 PM**
CITY MANAGER	DATE

Use when:

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

#6.

April 23, 2013

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **GLEN W. C. KAU, P.E., INTERIM DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILTITES**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON TO REJECT ALL BIDS SUBMITTED FOR THE ORIS/WINONA ALLEY (CIP# 09-07) AND WILLIAMS ALLEY (CIP# 09-09) PROJECTS AND AUTHORIZING THE RE-ADVERTISING THEREOF**

SUMMARY

Pursuant to Section 1409 of the Compton City Charter, adoption of this resolution will reject all bids submitted for the paving of the Oris/Winona (CIP# 09-07) and Williams Alleys (CIP# 09-09); authorize revision of the original plans and specifications and the re-advertising of the project.

BACKGROUND

The unimproved alleyway segment west of Willowbrook Avenue bounded by Oris Street on the north and Douglas Street on the south, and the unimproved alleyway segment bounded by McMillan Street on the north and Rosecrans Avenue on the south, and will include the east–west segment between Williams Street and Gibson Avenue (Attachments 1 & 2). The unimproved alleyways have caused public inconvenience for the area residents, exhibited poor drainage characteristics, and creates maintenance problems for the City.

In October 2012, Public Works staff solicited bids for both Oris/Winona and Williams alleys. The bid included furnishing all labor, material, equipment, services, and incidentals required for the alley construction and related street improvements, construction of paving, curb and gutter, alley approaches, handicap ramps, sidewalk replacement, signage and pavement markings, and related construction work.

The bid opening was held on November 29, 2012 and the following bids were received:

Oris/Winona Alley (CIP# 09-07)

Contractor	Amount
United Paving	$125,614
Patriot Paving	$132,922
Shawnan	$178,382
Hardy and Harper	$222,000

#6.

Williams Alley (CIP# 09-09)

Contractor	Amount
Patriot Paving	$ 96,920
United Paving	$115,434
Shawnan	$184,388

STATEMENT OF THE ISSUE

In February 2013, a review of the original plans by Public Works determined that the plans prepared were inadequate. The proposed project specifications which had been prepared included the alleyway improvement plans, drainage plans, and the project specifications. However, the plans that were prepared provided for a substandard street structural section that would not achieve the anticipated 20-year service life. Additionally, geotechnical analysis was not performed to assess the existing soil conditions to properly guide the design efforts. The geotechnical analysis is required to acquire the necessary information to modify the existing plans to yield a structural pavement section capable of the anticipated 20 year service life.

As a result of the inefficiencies of the 2009 plans, Public Works staff is recommending the rejection of all bids. This will allow Public Works staff to make revisions to the construction documents and then the project will be re-advertised for competitive bids. In order to execute this action, the City Council's authorization is necessary.

FINANCIAL IMPACT

There is a small financial impact due the efforts needed to affect the plan updates and for re-advertisement of the project.

RECOMMENDATION

Staff recommends the adoption of the attached Resolution.

GLEN W. C. KAU, P.E.
INTERIM DIRECTOR OF PUBLIC WORKS/MUNICIPAL UTILITIES

APPROVED FOR FORWARDING:

G. HAROLD DUFFEY
CITY MANAGER

GHD:GK:rc

Attachment 1: Oris Street & Douglas Street Alleyway Project
Attachment 2: McMillan Street & Rosecrans Avenue Alleyway Project

#6.

RESOLUTION NO.____________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO REJECT ALL BIDS SUBMITTED FOR ORIS/WINONA (CIP# 09-07) AND WILLIAMS ALLEY (CIP# 09-09) PROJECTS AND AUTHORIZING THE RE-ADVERTISING THEREOF

WHEREAS, this resolution authorizes the City Manager to reject all bids submitted for the paving of the Oris/Winona (CIP# 09-07) and Williams Alley (CIP# 09-09), authorize revision of the original plans and specifications and the re-advertising of the project; and

WHEREAS, the unimproved alleyway segment west of Willowbrook Avenue bounded by Oris Street on the north and Douglas Street on the south, and the unimproved alleyway segment bounded by McMillan Street on the north and Rosecrans Avenue on the south, and will include the east–west segment between Williams Street and Gibson Avenue; and

WHEREAS, the unimproved alleyways have caused public inconvenience for the area residents, exhibited poor drainage characteristics, and generate maintenance problems for the City; and

WHEREAS, in October 2012, Public Works staff solicited bids for both Oris/Winona and Williams alleys; and

WHEREAS, the bid included furnishing all labor, material, equipment, services, and incidentals required for the alley construction and related street improvements, construction of paving, curb and gutter, alley approaches, handicap ramps, sidewalk replacement, signage and pavement markings, and related construction work; and

WHEREAS, in January 2013, after reviewing the original plans developed in 2009, the Public Works staff determined that those plans developed were inadequate; and

WHEREAS, construction documents had been previously prepared which include the construction plans, plans for drainage, and the project specifications; and

WHEREAS, the plans were directed to provide for a substandard street structural section that would not achieve the normal service 20-year life; and

WHEREAS, additionally, geotechnical analysis was not performed on the existing soil conditions to properly guide the design efforts; and

WHEREAS, the Council has previously approved a geotechnical analysis contract to acquire these services in order to acquire the necessary information to modify the plans to yield a satisfactory structural pavement section with the anticipated service life of 20 years; and

WHEREAS, as a result of the inefficiencies of the 2009 plans, Public Works staff is recommending the rejection of all bids; and

WHEREAS, revisions to the construction documents will be made by staff and the project will be re-advertised for competitive bids;

#6.

WHEREAS, in order to execute this action, the City Council's authorization is necessary; and

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

SECTION 1. That the City Council does hereby reject all bids submitted for the Oris/Winona Alley (CIP# 09-07) and Williams Alley (CIP# 09-09) Projects.

SECTION 2. That staff is authorized to revise the plans and specification for the Oris/Winona Alley (CIP# 09-07) and Williams Alley (CIP# 09-09) Projects and re-advertise the Projects for competitive bids.

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

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

ADOPTED this _____ day of ________________, 2013.

____
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

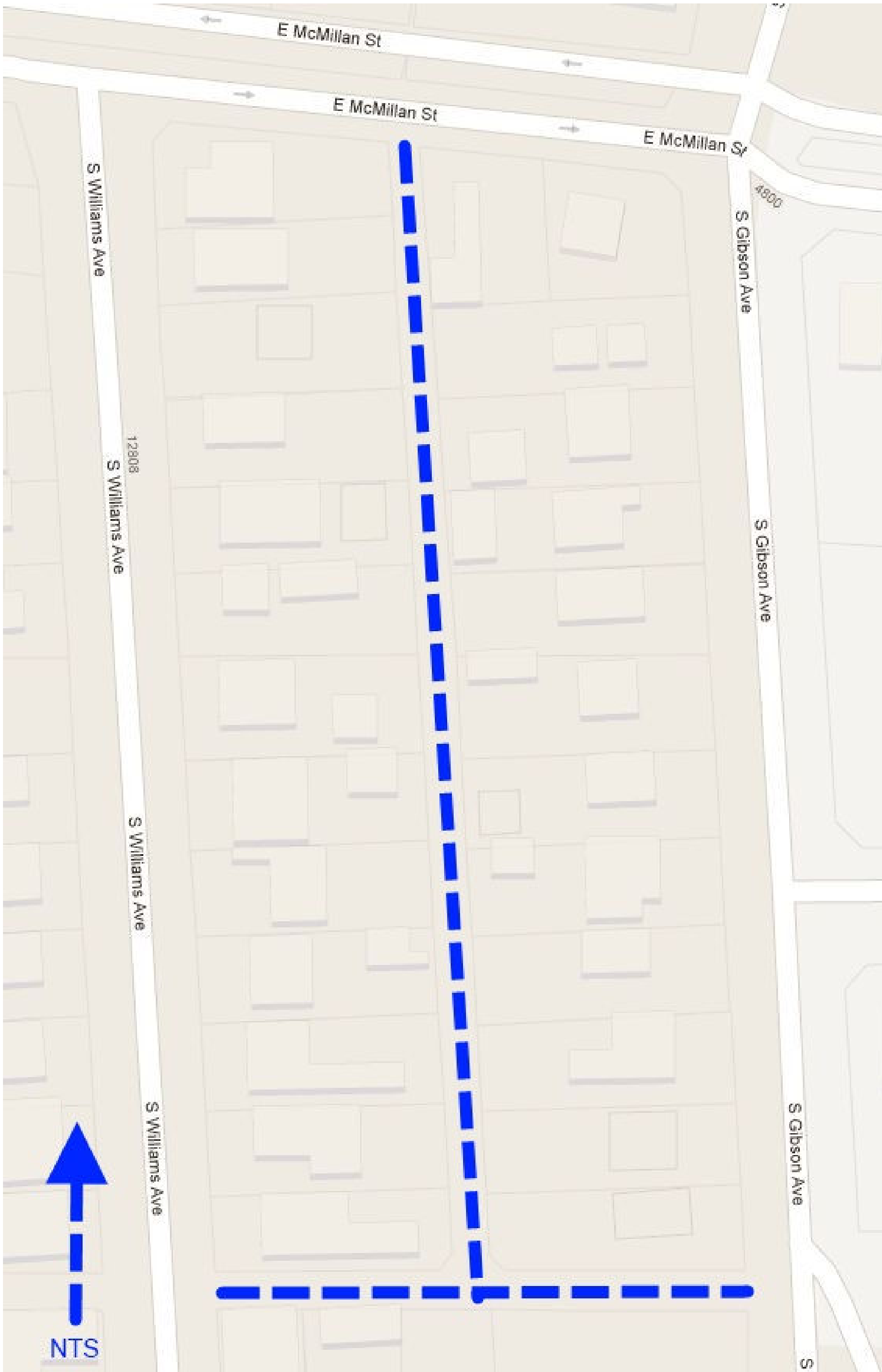
I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing resolution was adopted by the City Council, signed by the Mayor, and attested by the City Clerk at a regular meeting thereof held on the _________ day of ____________, 2013.

That said resolution was adopted by the following vote:

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

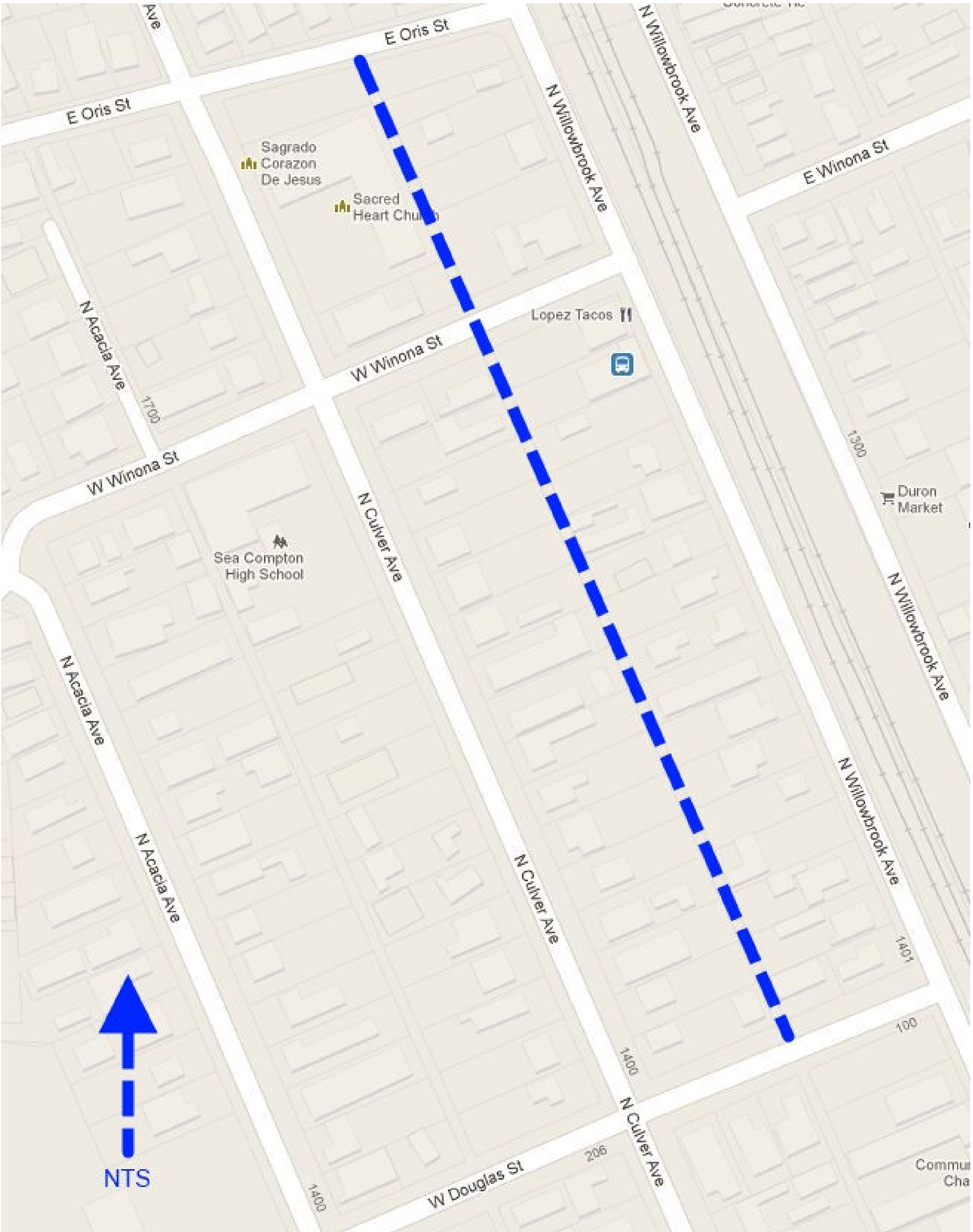
____
CITY CLERK OF THE CITY OF COMPTON

#6.



Attachment 2: McMillan Street & Rosecrans Avenue Alleyway Project

#6.



Attachment 1: Oris Street & Douglas Street Alleyway Project

#6.

4/9/2013 3:57:38 PMGlen Kau

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **Public Works-Engineering**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO REJECT ALL BIDS SUBMITTED FOR ORIS/WINONA (CIP# 09-07) AND WILLIAMS ALLEY (CIP# 09-09) PROJECTS AND AUTHORIZING THE RE-ADVERTISING THEREOF**

Glen Kau	**4/9/2013 3:57:38 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**4/18/2013 3:57:37 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**4/18/2013 12:35:16 PM**
CITY CONTROLLER	DATE
G. Harold Duffey	**4/16/2013 1:15:23 PM**
CITY MANAGER	DATE

Use when:

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

April 23, 2013

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **G. HAROLD DUFFEY, CITY MANAGER**

SUBJECT: **REQUEST TO SCHEDULE BUDGET WORKSHOPS AND PUBLIC HEARINGS**

The City Charter requires that the City Council conduct public hearings to consider each year's fiscal year budget. Staff is requesting that the City Council schedule the public hearings for consideration of the Fiscal Year 2013-2014 Budget as follows:

Tuesday, May 28, 2013	5:50 p.m.
Tuesday, June 11, 2013	5:50 p.m.

Staff is also requesting that the City Council schedule two budget workshops as follows:

Wednesday, May 8, 2013	6:00 p.m.
Wednesday, May 15, 2013	6:00 p.m.

G.HAROLD DUFFEY
CITY MANAGER

#9.

April 23, 2013

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **G. HAROLD DUFFEY, CITY MANAGER**

SUBJECT: **DEPARTMENT MONTHLY REPORTS**

The City of Compton's Executive Leadership Team (Department Heads) is comprised of technical experts from a variety of different disciplines. As the City Manager, my responsibility is to lead the Executive Leadership Team by acknowledging and respecting each team member's technical expertise and supporting each department's mission to deliver core services to residents and businesses in the City of Compton.

To gauge the success of delivering core services, there are three basic questions that each department must answer:

1. What services are we delivering?
2. Why are we delivering this service (requirements/need)?
3. How are we doing (efficiency and effectiveness)?

The answers to the questions above are easily attainable through the performance management and budgetary process. As we plan for the Fiscal Year 2013-2014 budget, my goal is to engage the Executive Team to ensure that performance measurement is a non intrusive way to assess, benchmark, and deliver core services.

During the remainder of the current fiscal year, the Executive Leadership Team will be heavily focused on operational and budget planning. In order to be successful, department heads have been directed to carefully document performance through monthly reports. Attached are the March 2013 monthly reports. These reports will be provided to Council on an ongoing basis as a budget preparation and monitoring tool to provide transparent and open communication to citizens about the City of Compton's levels of service.

G. HAROLD DUFFEY
CITY MANAGER

#9.

BUILDING AND SAFETY

TO: MAYOR AND CITY COUNCIL
G. HAROLD DUFFEY, CITY MANAGER

FROM: VICTOR OROZCO
INTERIM CHIEF BUILDING INSPECTOR

RE: MONTHLY REPORT- MARCH 2013

DATE: April 18, 2013

SUMMARY:

This monthly report is provided to the Mayor, Member of City Council, and City Manager to keep them informed of the activities within the Building and Safety Department for the month of March 2013.

The Building and Safety Department is responsible for implementing the California Building Codes 2010, and Energy Code 2008. As part of daily activities we review plans for code compliance, perform inspections for code compliance, as well as assist citizens, contractors, and realtors. To respond to inquires about our permit process, construction methodology and code interpretation.

STAFF:

The Building and Safety Department consist of:

	Total	Vacant
Chief Building Inspector	1	0
Senior Building Inspector	1	1
Senior Administrative Analyst	1	0
Building Inspector II	1	0
Building Inspector I	4	0
Office Assistant / Bilingual	1	0
TOTAL	9	1

(*) All inspectors are certified by the International Code Council (ICC)

#9.

HOURS OF OPERATION

- Counter hours are between 7:00 AM to 12:00 PM and 1:30 PM to 6:00 PM
- Plan Review over the counter 7:00 AM to 9:00
- Inspections are conducted between the hours of 8:00 AM to 5:00 PM
- Special Inspections can be conducted after hours and/or days that the city is closed (this requires special inspection fee)

PERMITS:

The building department issues the follow permits:

- Building Permits
- Grading Permits
- Demolition Permits
- Electrical Permits
- Mechanical Permits
- Plumbing Permits
- In addition to the above permits we issue report of Residential Records, this is a city ordinance that requires that a residence prior to being transferred must be inspected for compliance

The following table indicates the amount of permits issued during this month

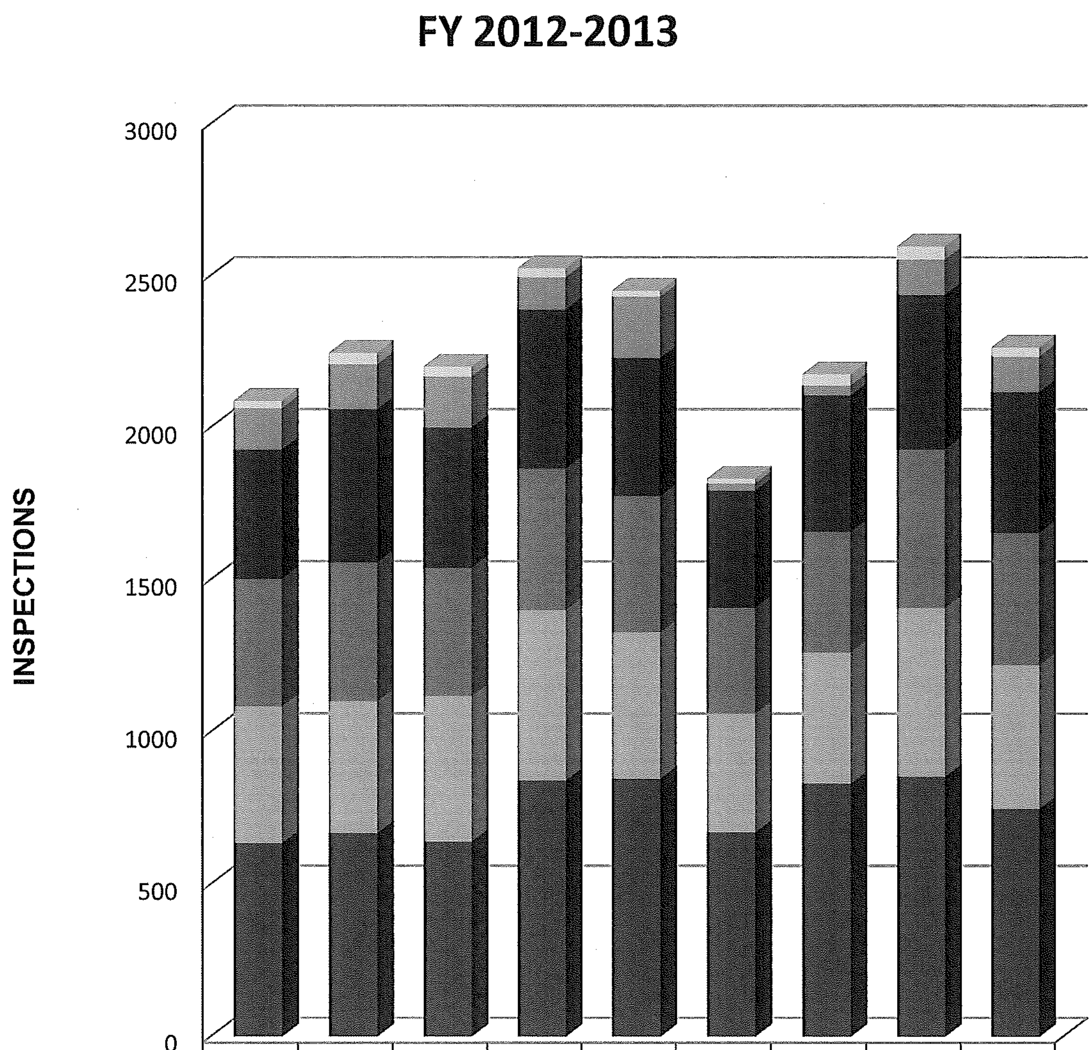
BUILDING PERMIT ACTIVITIES MARCH 2013					
BUILDING	ELECTRICAL	MECHANICAL	PLUMBING	PRESALE	TOTALS
92	61	60	34	58	305

The following table indicates the amount of building permits issued within the last six months.

#9.

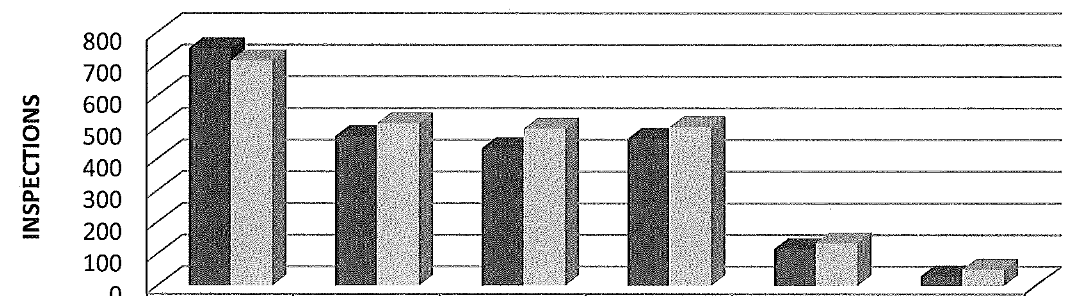
INSPECTION DATA

The following table indicates the recent inspection activity and the average per month



	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	AVG
COMPLAINTS	24	38	33	30	20	16	37	43	30.13
PRE-SALE	136	147	167	106	201	23	32	116	116.00
PLUMBING	425	504	462	523	454	385	449	509	463.88
MECHANICAL	419	456	421	465	448	348	396	521	434.25
ELECTRICAL	449	433	478	560	481	390	431	554	472.00
BUILDING	636	669	641	842	848	672	832	855	749.38

#9.



	BUILDING	ELECTRICAL	MECHANICAL	PLUMBING	PRE-SALE	COMPLAINTS
AVG	749.38	472	434.25	463.88	116	30.13
MARCH	711	513	496	501	135	52

Statistically the month of March had an increase of 6% on inspection activity.

SUMMARY

The Building and Safety Department is delivering an acceptable level of service. We expect this trend to continue. One of the reasons of the increment of inspections is related to the increase of building permits issued during the same period of 36%. The month of April is expected for the trend to be maintained since historically building permit activity increases for the summer months.

#9.

CAREER LINK

#9.

TO: MAYOR AND COUNCIL MEMBERS
G. HAROLD DUFFEY – CITY MANAGER

FROM: KIMBERLY MCKENZIE
CAREERLINK DIRECTOR

SUBJECT: MONTHLY REPORT – MARCH 2013

SUMMARY

This monthly report is provided to the Mayor, Members of the City Council and City Administration to keep them informed regarding the activities within the CareerLink department during the month of March 2013.

REVENUE / EXPENDITURE UPDATE:

Grant	Budget	Prior YTD Cash Requested	Current Month Cash Request	Total YTD Cash Request
WIA Youth Employment Program	**$594,468**	**$252,756**	**$38,114**	**$ 290,182**

Staff will implement the following to address low expenditures and low enrollments:

1. Obtain LA County budget modification approval to amend budget to hire temporary staff through June 2013 to assist with job placement activities.

2. An aggressive marketing strategy was implemented to recruit more youth. CareerLink disseminated program information via print media, cable advertisement, partner agencies, recruitment at colleges, local high schools and charter schools and City Council meeting announcements.

3. Staff has been in negotiations with local businesses to finalize the terms of their On-the-Job Training agreements. Businesses may be reimbursed up to 90% of training wage, depending on the size of their company.

PERFORMANCE MEASURES/OUTCOMES

Contract Performance

MEASUREMENT/OUTCOME	PLANNED	ACUTAL
Total Enrollments	120	85
Total Exits	100	19
Total Outcomes	70	21

State Performance

Entered Employment or Education (PLANNED)	Entered Employment or Education (ACTUAL)	Attained Degree or Certificate (PLANNED)	Attained Degree Or Certificate (ACTUAL)	Literacy and Numeracy GAINS (PLANNED)	Literacy and Numeracy GAINS (ACTUAL)
65%	96.3%	45%	46.43%	15%	37.93%

Characteristics of Youth Enrolled in Program

Gender

44 Females	(63%)
27 Males	(37%)

Age

14-18	52	(71%)
19-21	19	(29%)

Education Status

Student High School or less	31
Student Attending Post High School	7
Out-of-School Dropout	5
Out-of-School, HS Grad w/ Employ Difficulty	12
Out-of-School, HS Grad, In School	1
Alternative School	29

Business Outreach

Staff visited the following businesses to discuss On-the-Job Training services. OJT is a service whereby Career*Link* may reimburse employers up to 90% of the youth's training wage.

State Farms Insurance
7 Eleven
Coca Cola Bottling
Salvation Army

The Department along with Delta Sigma Theta Sorority, Inc. Los Angeles South Bay and Compton Alumnae and the Delta Associates Foundation hosted a Workshop for Non-Profit Community Leaders titled "Roadmap to Success". Workshop topics included Compliance, Governance, Budget, Fiscal Management and Fund Development.

YOUTH ACTIVITIES

Youth Job Club is held every Monday and Friday from 3:30 pm – 5:30 pm, whereby Youth come to the Career*Link* Center and participant in job search activities.

Professional Development Workshops held monthly. Topics include job search techniques, Dress for Success, resume writing and interview techniques.

AUDIT REVIEW

CareerLink Department's FY 2012-2013 Workforce Investment Act (WIA) Youth Program and Fiscal records were audited by Los Angeles County Auditor Controller this month. The results yielded very minimal findings. Draft report will be issued within 60 days.

In addition, CareerLink received notification that its FY 2011-2012 WIA Youth Program Corrective Action Plan was accepted, all findings were resolved and no further action is required.

FISCAL IMPACT

March 2013 invoice will be submitted by the 10th of the month. Department received reimbursements from LA County up to the month of February 2013.

#9.

ECONOMIC DEVELOPMENT AND PLANNING

#9.

DATE: April 2, 2013

TO: G. Harold Duffey, City Manager

FROM: Robert Delgadillo, Interim Director of Planning and Economic Development

SUBJECT: Monthly Report for First Quarter of 2013

Planning and Economic Development Department Core Services

- Comply with State planning laws
- Comply with the California Environmental Quality Act. Prepare and analyze environmental documents.
- Comply with the Subdivision Map Act.
- Implement the development review process for Conditional Use Permits, Variances, Zone Changes, Tentative Tract and Parcel Maps, Certificate of Occupancy, Yard Sales, Special events
- Answer questions from the public
- Provide handouts on the Zoning Code and Zones
- Coordinate the Planning Commission Meetings
- Prepare Staff Reports and presentations to the Planning Commission
- Implement the General Plan Goals and Polices and Zoning Ordinance
- Verify projects are constructed according to the approvals granted.
- Provide over the counter approvals of minor projects and requests such as the construction of single family homes, room additions, special event permits and yard sales.

The Planning and Economic Development Department has a staff of four consisting of an Interim Director/Senior Planner, Associate Planner , Assistant Planner and Administrative Assistant.

Activity Summary

The following summary is for March 2013.

Planning Counter Requests for Information, (Zoning, Yard Sales, General, Application Requests, Certificates of Occupancy)

Month	Individuals
January	399
February	385
March	448
Total	1,232

#9.

Yard Sale Applications Granted

Month	Individuals
January	39
February	66
March	75
Total	180

Applications for Special Outdoor Sales/Events

Month	Individuals
January	0
February	17
March	7
Total	24

Application for Certificates of Occupancy

Month	Submitted	Approved
January	23	19
February	18	13
March	25	9
Total	66	41

Applications Submitted for Administrative Review (Residences, Signs, Building Additions)

Month	Received	Approved
January	6	2
February	7	21
March	16	4
Total	29	27

Applications submitted for Planning Commission Review

Month	Received	Approved
January	0	0
February	1	0
March	2	0
Total	3	0

#9.

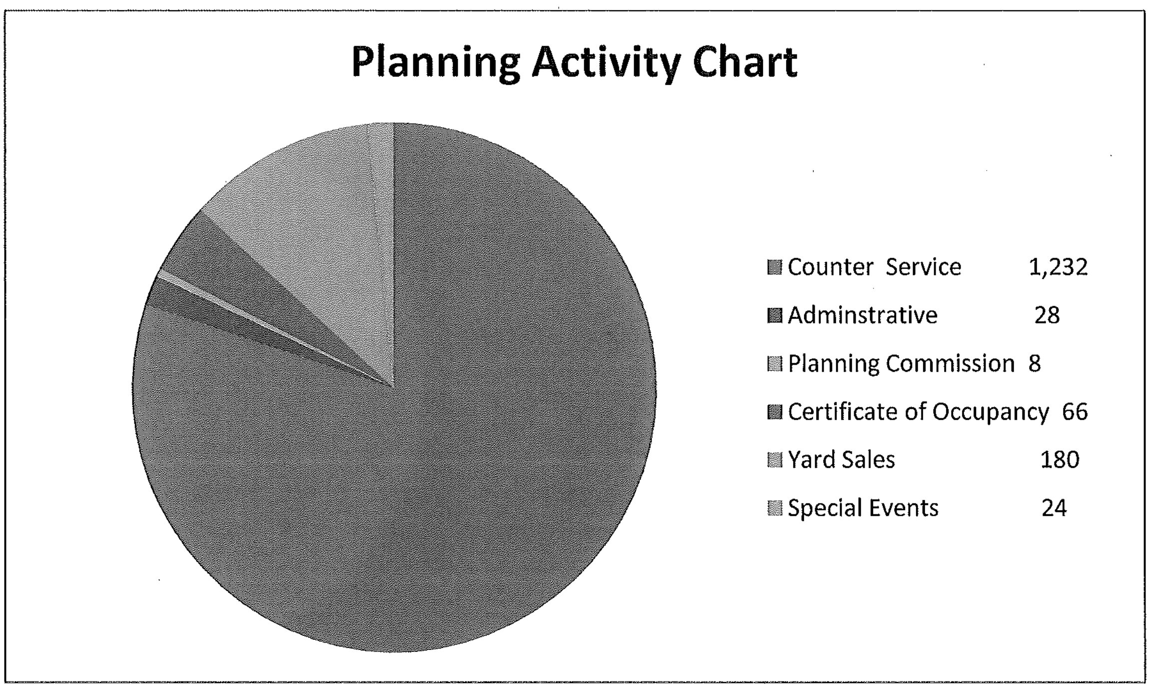
Current Planning Projects (Active and Approved PC and ARB)

Submittal Date	Case No.	Applicant	Location	Description	Status
4/16/13	CUP 2732	Mohamed Fayad	811 S. Alameda	Enlarge Market Area	Active review
3/27/13	CUP 2730	MV Transportation	14011 Central Ave	Legalize existing Bus transit yard	Active review
3/4/13	CUP 2731	Stephen Rice	803 W. Alondra Blvd.	Alcohol sales for restaurant	Active review
2/26/13	CUP 2729	Milindo Guerrero	1811 N. Long Beach Blvd.	Onsite sales Beer and Wine Restaurant	Active Review
9/20/12	CUP 2726	Republic Services	550 E Artesia Blvd.	Materials Recycling Facility Headquarter facility. Revenue $2 per ton @ 1200 tons	Active review. 2nd Second submittal received
9/13/12	CUP 2706 V2727 MND 929	Bruce Iversen	439 E. Carlin St.	Recycling Facility Parking, Fencing and Landscaping	Active Review
6/19/12	CUP 2720 VAR 2723	Majit Singh Bawa	1562 S. Long Beach Blvd.	Alcohol (Type 20) Parking & Landscaping Variance	Active Review
9/11/12	CUP 2724	Erik Baratas	413 N Wilmington	Tire Installation Repair and auto detail	Active Review
3/11/13	LLA 13-002	Prism - IQ Partners	Alameda and Auto Plaza Dr.	Lot Line Adjustment Gateway Town Center	Active Review
3/11/13	LLA 13-001	Prism - IQ Partners	Alameda and Artesia	Lot Line Adjustment Gateway Town Center	Active Review
3/19/13	ARB 13-034	MoCal Signs	W. Victoria Street	Sign Permit	Approved 4/10/13
3/14/13	ARB 13-032	Verizon Wireless/Laurel Reimer	S. Atlantic Avenue	Replace Antennas	Approved 4/11/13

#9.

3/13/13	ARB 13-031	Rory Olsen	E. Compton Boulevard	Placement Recycling Container.	Approved 4/15/13
3/13/13	ARB 13-030	Rory Olsen	E. Rosecrans Avenue	Placement Recycling Container.	Approved 4/15/13
3/13/13	ARB 13-029	Rory Olsen	S. Long Beach Boulevard	Placement Recycling Container.	Approved 4/15/13
3/13/13	ARB 13-028	Rory Olsen	W. Compton Boulevard	Placement Recycling Container.	Active Review
3/13/13	ARB 13-027	Rory Olsen	W. Alondra Boulevard	Placement Recycling Container.	App on 4/15/13
3/13/13	ARB 13-026	Rory Olsen	N. Wilmington Avenue	Placement Recycling Container.	Approved 4/15/13
3/12/13	ARB 13-025	Carl Bishop	E. Bennett Street	Extend Kitchen/Bedroom	Approved 4/9/13
3/12/13	ARB 13-024	Rory Olsen	W. Rosecrans Avenue	Recycling Container	Approved 4/15/13
3/12/13	ARB 13-023	Miriam Guzman	Rosecrans Avenue	Sign/Illum. Chan. Letters	Active Review
3/11/12	ARB 13-022	Fico Construction	W. Alondra Blvd.	Landscaping Plan	Approved 4.16.13
3/06/13	ARB 13-020	Triumph Signs/Edwardo Campos	E. Compton Blvd	Signage	Active Review
3/04/13	ARB 13-019	Shirron Gayles	S. Santa Fe Avenue	5 Ton HVAC Unit on Roof	Approved 3.19.13
3/04/13	ARB 13-018	Erika Gutierrez	W. Plum Street	Large Family Day Care	
3/04/12	ARB 13-017	Jeff Kern	W. Compton Blvd.	Trash Enclosure	Approved 3.25.13
2/26/13	ARB 13-016	Philip Wen/Yoshinoy a	E. Compton Blvd.	Illuminated Logo	Approved 2.27.13
2/26/13	ARB 13-015	Humberto Ovalle	W. Walnut Avenue	Install Monument Sign	
2/21/13	ARB 13-014	ROEM Developers	708 W. Corregidor	Park Village Apartments remodel	Active Review
2/13/13	ARB 13-013	Clear Sign & Design	2499 W. Victoria	Three new signs	Approved 4/4/13

			Street		
2/12/13	ARB 13-012	Swain Sign	1560 S. Long Beach Boulevard	Banner Permit	Approved 2-12-13
1/22/13	ARB 13-011	Sprint PCS	S. Wilmington Avenue	Wireless Antenna Replacement	Approved 1/22/13
1/22/13	ARB 13-010	Sprint PCS	W. Greenleaf Avenue	Wireless Antenna Replacement	Approved 1/22/13
10/4/12	ARB 12-097	Beauchamp Distribution	1911 S Santa Fe	New industrial building improvements	Active Review (2nd Review)
10/4/12	ARB 12-098	Beauchamp Distribution		Fleet Service Building	Active Review (2nd Review)
9/19/11	ARB 11-86 (Revision No. 3)	Prism Realty	Gateway Towne Center	Gateway Towne Center Phase II	Active Review



#9.

Planning Commission Action

Presentations were given to the Planning Commission on the newly certified Housing Element and proposed Planning Department Development Fee increase at the March 13th meeting.

Significant Events

- The March Compton Creek Task Force Meeting was held on 3-1-13. The meeting discussed various strategies the City was pursuing to upgrade the creek, and improve maintenance. A presentation was given to the Task Force from Malisa Martin of the National Park Service Rivers, Trails and Conservation Assistance Program.

- Planning met with Mr. Quinn Johnson to discuss the potential development of a 98,000 square foot industrial building adjacent to the Brickyard site on the northeast corner of McKinley street and Rosecrans. They are serious and plan to submit very soon. Staff also suggested the north industrial area along Alameda but the developers own this site.

- Staff is anticipating bringing the Housing Element before the Council for a presentation in early May. A Negative Declaration is being prepared and will be circulated for public review. Upon the completion of the Negative Declaration public review period the Housing Element will be brought before the Planning Commission and City Council for formal adoption.

- The Compton City Hall window replacement project won an LA Conservancy Preservation Award. The 32nd Annual LA Conservancy Preservation Awards Luncheon will be held at the Biltmore Hotel on Thursday, May 16th. Compton won for good stewardship of modern civic architecture. Individual Tickets are $125.

- The third revision to the Gateway Phase II Site Plan is nearing completion. No serious issues remain.

- The Casino Building is inquiring about the possibility of placing a LED message style wall sign on the building replacing their current sign. Staff responded and they are evaluating their options.

- The Phase 3 and Phase 4 portions of the Compton Creek are progressing. The Phase 4 RFQ is in circulation and staff will conduct interviews on May 22nd or

23rd to select a firm to provide a conceptual design of the soft bottom portion of the creek. The coastal Conservancy is funding the study at no cost to Compton.

- Staff has received inquiries from Planet Aid about the possibility of submitting for 30 new Donation boxes.

#9.

FIRE

#9.

April 10, 2013

TO: G. HAROLD DUFFEY, CITY MANAGER

FROM: JON THOMPSON, FIRE CHIEF

SUBJECT: FIRE DEPARTMENT MONTHLY REPORT FOR MARCH 2013

SUMMARY

The Compton Fire Department hereby submits the March 2013 monthly report regarding general information, revenue, activities and services provided during this period.

STAFFING:

Positions	Total Staffed	Total Authorized	Total Vacant
Battalion Chief	3	3	0
Fire Captain	15	15	0
Fire Engineer	15	15	0
Firefighters	17	19	2
Firefighter/Paramedic	18	18	0
Admin. Personnel	7	7	0
TOTAL	**77**	**77**	**2**

OVERTIME UTILIZATION:

Overtime Budgeted	Overtime Expended YTD	Projected
$600,000.00	887,906	1.1 million

Total Hours	Overtime	Sick	Vacation	Training
March 2013	1570	633	504	70

FISCAL IMPACT:

The overtime overage was due to six vacant Fire Engineer positions and couple of members out on disability. Those Engineer positions were filled last month and we have already seen a marked decrease in the amount of overtime. The overage is to be covered by salary savings.

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Fire Department Monthly Report for March 2013
April 10, 2013
Page Two

DEPARTMENT ACTIVITY:

Listed below is the amount of calls for service responded to in March 2013. The total number of calls was eight-hundred and sixty-nine (869). Multiple units respond to same calls therefore the numbers in the first column is not totaled. This listed time categories are as follows:

1. The Average Call Process Time column is the amount of time taken from the call being received by law enforcement, switched to fire dispatch and fire units toned out to respond. This time is one minute and twenty-four seconds (1:24)
2. The Average Turnout Time column is the time units are toned out in the station to the time they go enroute for the response. This time is two minutes and two seconds (2:02).
3. The Average Response Time column is the time the units go enroute, until the time they arrive on scene of the response. This time is four minutes and sixteen seconds (4:16).
4. The Average Dispatch to Scene column is the time the caller establishes contact, until unit/s arrival on scene of the response. This time is six minutes and eighteen seconds (6:18).

The current national average response time goal is eight minutes (8:00). We are almost two minutes (2:00) below that.

Incidents (869) March 2013	Total Calls	Average Call Process Time	Average Turnout Time	Average Response Time	Average Dispatch to Scene
Engine 41	262	01:23	02:04	04:05	06:09
Engine 42	279	01:27	02:22	04:09	06:31
Engine 43	207	01:27	01:49	04:16	06:05
Engine 44	199	01:28	02:01	04:06	06:07
Truck 411	76	01:27	02:30	04:12	06:42
Paramedic 441	297	01:18	01:26	04:35	06:01
Paramedic 442	273	01:23	02:13	04:21	06:34
Paramedic 443	259	01:18	01:49	04:24	06:13
AVERAGE ALL	**N/A**	1.24	02:02	04:16	06:18

FIRE PERVENTION INSPECTIONS:

The figures listed below represent inspections completed by both engine companies and our Fire Protection Specialists. Our engine companies focus on our smaller businesses and residential facilities, while our Fire Protection Specialist focuses on all other businesses.

Engine Company Inspections	Shift A	Shift B	Shift C		Total
March 2013	59	69	29		**157**
Fire Prev. Bureau Inspections	**Annual**	**Re-Inspections**	**CO**	**Other**	
March 2013	27	13	4	33	**77**

INCIDENT BY TYPE:

Incidents	March 2013
Civil Problem/Any Domestic Violence Event	0
Fall Victim	40
Rubbish Fires	4
Vehicle Fires	6
Residential Fires	13
Commercial Fires	1
Structure Fires	6
Vegetation Fires	1
Hazardous Spills	0
Gas Odors	2
Power Lines Down	3
Smoke	1
Medical Aid	614
Traffic Collisions	57
Water Flow Alarms	37
Unclassified	39
Investigations	11
Public Assist	9
Hydrant Sheared off/Water line break outside	7
Special Assignment	0
Mental Health	18
Water Rescue	0
Total Number of Incidents	**869**

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Fire Department Monthly Report for March 2013
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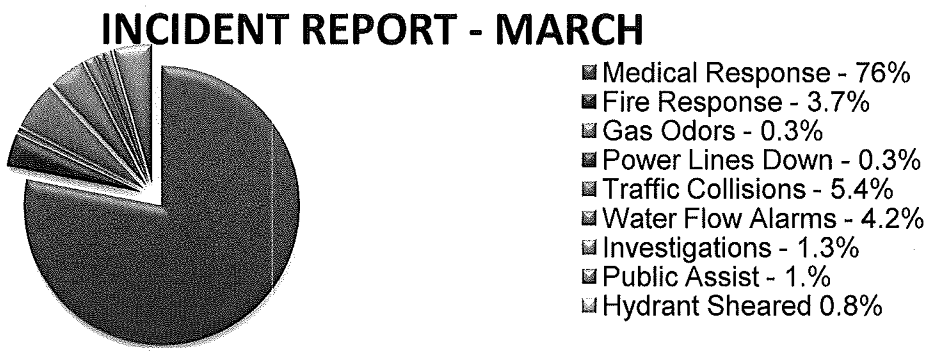

REVENUE STATUS:

Description and Account Number	Revenue	Fiscal Year 12-13 Revenue To Date	Percentage of Revenue Received
Permits 1001-3265	4,970	50,424	112%
Tank Removal 1001-3266	390	17,434	79.61%
City Provided Medical 1001-3618	122,120	926,713	77%
Special Fire Dept. 1001-3623	180	6,151.	150%
Hazmat Fee 1003-3672	0	4,959	3%
Plan Check 1001-3640	38,045	281,016	82%
TOTAL	**165,705**	**1,286,697**	**83.93%**

EMERGENCY PREPAREDNESS ACTIVITIES:

March 1, 2, 3: State CERT Conference & Training, Cerritos CA.

March 12: Community meeting for emergency preparedness and resiliency (PAC RED) The audience included Public Health, Schools, Faith Based and other organizations.

March 18: LA County Community Disaster Resiliency (LAC CDR) Project training #2. This is a new project that is being launched. It is grant funded and will soon be available to the public in June.

March 21: LA County Op Area 2013 Functional Exercise. This meeting was for all City and County Emergency Managers to practice communication and resource request to the county. The scenario was a 7.8 earthquake.

March 25: Planning meeting with the Greater Los Angeles Agency on Deafness (GLAD) re: developing targeted Emergency Preparedness outreach/training for Compton's. City staff is currently working to reach out to members of our deaf & hard-of-hearing community to provide them with information and emergency preparedness training. We will offer CERT classes to this group of constituents in the future.

RECOMMENDATIONS:

It is recommended to receive and file the March 2013 Monthly Report regarding the activities, revenues, and other general information from the Compton Fire Department.

JON THOMPSON
FIRE CHIEF

#9.

GENERAL SERVICES

#9.

LOCAL HOUSING AUTHORITY

#9.

MUNICIPAL LAW ENFORCEMENT

#9.

INTRADEPARTMENTAL CORRESPONDENCE

APRIL 11, 2013

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

FROM: **SUPERVISORY PERSONNEL**
MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT

SUBJECT: **MONTHLY REPORT FOR MARCH 2013**
MUNICIPAL LAW ENFORCEMENT SERVICES

SUMMARY

The Municipal Law Enforcement Services Department hereby submits the March 2013 monthly report regarding general information, revenue, activities and services provided during this period.

The Municipal Law Enforcement Services Department is comprised of the Parking Enforcement Division, Security Services Division, Business License Division, Code Enforcement Division, and Administrative Services Division.

The **Administration Division** is responsible for the departments planning, organization and the implementation of policies and projects. To ensure that professional services are provided to the Compton community through creative community-oriented projects and effective enforcement techniques and to achieve the goals and objectives established by the Mayor and City Council, and the City Manager.

The **Administrative Division** maintains effective clerical support, enhancing and improving customer services, while maintaining a functional financial system, records and centralized computer applications that assist with the departments overall effectiveness.

The **Parking Enforcement Division** is responsible for the enforcement of city, county and state parking regulations, including but not limited to street sweeping, permit parking, commercial truck parking, and handicap violations.

The **Security Services Division** is the first line security for city employees, visitors and patrons of all city facilities including the public parks. They also assist with the safety of patrons of the local shopping centers.

The **Business License Division** is responsible for ensuring compliance with the business license regulations for all new businesses, existing and renewing businesses, the permit parking application process and with property rental license.

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MUNICIPAL LAW ENFORCEMENT SERVICES
MONTHLY REPORT MARCH 2013
APRIL 11, 2013
PAGE TWO

The **Code Enforcement Division** investigates violations of the Compton Municipal Code and causes the corrections through education, behavioral modification and fines, while assisting the community with the elimination of slum and blighted conditions.

PERSONNEL SUMMARY

Positions	Total Staffed	Total Authorized	Total Vacant
Director	01	01	0
Supervisor	04	04	0
Parking Enforcement	05	05	0
Security Officer	08	08	0
Code Enforcement	08	08	0
Administrative Personnel	03	05	2
TOTAL	**29**	**31**	**2**

One (01) Parking Enforcement on Light Duty, current office assignment
One (01) Administrative Personnel re-assigned to CFD
One (01) Administrative Personnel re-assigned to OCM

PERSONNEL MANAGEMENT

Overtime Budgeted	Overtime Expended YTD	Percentage Remaining
$60,000.00	$15,177.93	75%

For this reporting period, a total of six thousand seven hundred and twenty (6720) total regular man hours were available to work. Total regular man hours worked was five thousand nine hundred and ninety (5990).

	Vacation	Sick	CTO	B/D	F/H	Furlough	Bereavement	Personal Leave	Military Leave
Reporting Period	152	206	24	18	20	270	8	0	32
Year To Date	604	583	24	44	140	1010	24	8	40

#9.

MUNICIPAL LAW ENFORCEMENT SERVICES
MONTHLY REPORT MARCH 2013
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DEPARTMENT ACTIVITY

Calls for Services

This Reporting Period	Monthly Average	% Change	Year To Date
180	**108**	**40%**	**325**

Open Cases	30 days	60 Days	90+ Days
	78	**44**	**16**

Parking Citations Issued

This Reporting Period	Monthly Average	% Change	Year To Date	Monthly Revenue	YTD
1972	**1497**	**25%**	**4493**	**$148,953.50**	**$267,568.0**

Business License Activities

	This Reporting Period	Monthly Average	% Change	Year To Date	Monthly Revenue	YTD
License Inspections	**102**	**104**	**-02%**	**314**		
License Issued	**338**	**245**	**28%**	**737**	**$142,288.56**	**$351,674.3**
Property rental	**94**	**86**	**08%**	**260**	**$6,684.00**	**$22,528.00**
Tobacco Permits	**12**	**9**	**25%**	**27**	**$6,000.00**	**$13,500.00**

Code Enforcement Activities

	This Reporting Period	Monthly Average	% Change	Year To Date
Inspections	**663**	**648**	**03%**	**1944**
vendor abatement	**86**	**85**	**00%**	**257**

#9.

NOTE WORTHY ACTIVITIES

- On March 03, 2013, personnel from MLES conducted a special after-hours parking enforcement detail, in the Richland Farms area. The detail yielded 35 citations.
- On March 04, 2013, personnel from MLES conducted a follow-up investigation, 1300 block west 152nd. A report was submitted.
- On March 04, 2013, MLES received a call for service from Ms. C. Berry, of the City Manager, regarding skateboarders in the civic center. An Officer was dispatched and the skateboarders were gone upon arrival.
- On March 04, 2013, personnel from MLES attended/participated in the NAEJA meeting.
- On March 05, 2013, personnel from MLES attended/participated in a 'vendor meeting' with the City Manager, Council Person Arceneaux, LASD and a citizen.
- On March 07, 2013, MLES responded to the City Clerk's Office regarding a public records request.
- On March 12, 2013, personnel from MLES received a city Council Complaint, via the City Manager, regarding overgrown vegetation at 1300 South Dwight. A report was submitted.
- On March 12, 2013, personnel from MLES attended a multi-space parking meter meeting.
- On March 13, 2013, personnel from MLES reviewed and approved a sound permit request.
- On March 13, 2013, personnel from MLES attended/participated in the Planning Commission meeting.
- On March 14, 2013, personnel from MLES attended/participated in the regular meeting between LASD and the City of Compton.
- On March 14, 2013, personnel from MLES attended/participated in a meeting between the Block Club Commission and the City Manager.

NOTE WORTHY ACTIVITIES (Continued)

- On March 15, 2013, personnel from MLES received a call for service from D. Duhart, assistant to Council Person Arceneaux, regarding overgrown vegetation at 401 North Maie. A report was submitted.

- On March 15, 2013, personnel from MLES received a call for service from D. Duhart, assistant to Council Person Arceneaux, regarding overgrown vegetation at 469 West Tichenor. A report was submitted.

- On March 16, 2013, personnel from MLES participated in the Annual Animal Clinic at Gonzales Park. Twenty (26) animals were vaccinated.

- On March 16, 2013, personnel from MLES provided security at the candidate's forum at the City Council Chambers.

- On March 19, 2013, personnel from MLES attended a JAG ARRA meeting.

- On March 19, 2013, while on vendor detail around Dickerson/Davis school, a burgundy Lexis, with four (04) male Black's starting shooting at rivals. MLES, along with CUSP and LASD secured the area. No children were injured.

- On March 20, 2013, personnel from MLES attended a JAG ARRA meeting.

- On March 20, 2013, personnel from MLES attended a proposed 'Funk Festival' meeting.

- On March 21, 2013, personnel from MLES attended the regular meeting of the Personnel Board.

- On March 23, 2013, personnel from MLES provided security at the candidate's forum at the City Council Chambers.

- On March 25, 2013, personnel from MLES reviewed a street closer request. Comments and recommendations were submitted.

- On March 25, 2013, personnel from MLES received a call for service from the City Manager. The Citizen complaint was regarding dumping in progress, Stockwell and Wilmington. Upon arrival, no one was observed dumping. Items were noted in the alley. Public Works was contacted.

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NOTE WORTHY ACTIVITIES (Continued)

- On March 25, 2013, personnel from MLES received a call for service from D. Duhart, Assistant to Council Person Arceneaux, regarding a vacant house with graffiti and debris dumped, 900 block west 152nd street. A report was submitted.
- On March 25, 2013, personnel from MLES received a call for service from the Assistant City Manager, regarding a homeless encampment, 2201 North Long Beach.
- On March 25, 2013, personnel from MLES attended/participated in the regular meeting of the Block Club Commission.
- On March 30, 2013, personnel from MLES provided security at the candidate's forum at the City Council Chambers.

FISCAL IMPACT

There was no negative impact to the General Fund.

RECOMMENDATIONS

Receive and file the March 2013 monthly report regarding the activities, revenues, and other general information from the Municipal Law Enforcement Services Department.

SUPERVISORY PERSONNEL
MUNICIPAL LAW ENFORCEMENT SERVICES

#9.

PARKS AND RECREATION

#9.

To: **Mayor and Council Members**
G. Harold Duffy, City Manager

From: **Marvin C. Hunt Jr., Interim Director Parks & Recreation**

Subject: **Monthly Report, March 2013**

Date: **April 2, 2013**

Summary
The Council will receive a report detailing the programs, activities and projects for the Parks & Recreation Department.

The Department of Parks & Recreation is responsible for the following core services:

- Parks & facility landscape maintenance
- Street Medians
- Youth Recreational Services
- Adult & Senior Leisure Recreational Programs

Parks

Goal: To provide landscape maintenance to all City parks once every week.

Performance Measure:

Monthly Goal	Completed	Goal %
298.24 acres	238.04	79.8

Staffing Level			Hours			
Position	**Budgeted**	**Staffed**	**Available**	**Worked**	**% Worked**	**OT**
MW III	1	1	1440	1256	87	
MW II	4	4				
MW I	4	4				

Performance Measure

Service Request	**Received**	**Fulfilled**	**% Complete**
Irrigation	12	9	75
Graffiti Removal	24	19	79
Tree Trimming	0	0	
Total	**36**	**27**	**75**

Task Schedule
Please see attached Parks Maintenance Schedule

Facilities

Goal: To provide landscape maintenance to all City facilities once every week.

Performance Measure:

Monthly Goal	Completed	Goal %
107.2	89.7	84

Staffing Level

Position	Budgeted	Staffed	Hours: Available	Worked	% Worked	OT
MW II	1	1				
MW I	2	2	480	472	98	

Service Request	Requested	Fulfilled	% Complete
Irrigation	4	2	50
Trash/Debris Removal	5	5	100
Weed Abatement	0	0	
Mowing/Edging	0	0	
Total	**9**	**7**	**78**

Task Schedule
Please see attached facilities crew weekly schedule

Street Medians

Goal: To provide landscape maintenance to the medians every two weeks.

Performance Measure:

Monthly Goal	Completed	Goal %
152.4 miles	108.6 miles	71.2

Staffing Level

Position	Budgeted	Staffed	Hours: Available	Worked	% Worked	OT
MW III	1	1				
MW II	1	1	640	352	55	
MW I	2	2				

Service Request	Requested	Fulfilled	% Complete
Irrigation	8	5	62
Trash/Debris Removal	4	4	100
Total	**12**	**9**	**75**

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Task Schedule
Please see attached street median schedule for December 2012

Facilities

Goal: To provide landscape maintenance to all City facilities once every week.

Performance Measure:

Monthly Goal	Completed	Goal %
107.2	88.7	82.7

Staffing Level

			Hours			
Position	**Budgeted**	**Staffed**	**Available**	**Worked**	**% Worked**	**OT**
MW II	1	1				
MW I	2	2	480	472	98	

Service Request	**Requested**	**Fulfilled**	**% Complete**
Irrigation	4	2	50
Trash/Debris Removal	5	5	100
Weed Abatement	0	0	
Mowing/Edging	0	0	
Total	9	7	78

Task Schedule
Please see attached facilities crew weekly schedule

Recreation Division

Goal: To provide leisure time recreational programs and activities for youth, teens, adults and seniors.

Staffing Levels

				Hours		
Position	**Budgeted**	**Staffed**	**Available**	**Worked**	**% Worked**	**OT**
Center Director	6	3				
Recreation Leader	5	2	800	800	100	

Programs and Activities

Program Description	Programs/Month	Participants/Month
Senior Classes	36	1584
Senior Special Events	3	325
Senior Excursions	5	156
Youth and Teen Sports	1	220
Youth and Teen Special Events	2	550
Youth and Teen Camps & Tournaments	1	75
Youth & Teen Special Interest Programs	0	0
Youth After School Program	5	656
Adult Sports	0	0
Adult Health & Wellness	2	320
Total	**55**	**3,886**

The recruitment for the Compton Youth Baseball League began on March 4, 2013. The program will begin league play on May 11, 2013.

Senior Transportation

Staffing Levels

				Hours		
Position	**Budgeted**	**Staffed**	**Available**	**Worked**	**% Worked**	**OT**
Para Transit Drivers	3	3	480	318.5	66	

One of our Para transit drivers went on an emergency leave for the month of March. Staff is expected to return on May 6, 2013.

Task	**Monthly Passenger Trips**
Inner City One Way Trips	1438
Outside City One Way Trips	152
Senior Excursions	2
Monthly Total	**1592 Trips**

Special Projects

- Playground Sandbox – The Parks Division has begun a process to remove the sand from all playgrounds and replace it with ADA certified woodchips. There are currently 12 playgrounds of which 7 have been completed. The remaining 5 playgrounds will be complete by the end of April 2013.
- Renovation of the exterior baseball diamonds at Gonzales Park – The Parks Division has begun the renovation of the two rear baseball diamonds at Gonzales Park. The project will include the installation of the irrigation system, installation

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of base anchors, level and regrade infield, installation of a retention fence to protect children from falling in retention pond, painting of dugouts.

- The project to irrigate the two rear baseball fields @ Gonzales Park began on March 4, 2013. The project included trenching over 1000 square feet of the rear multipurpose field, installation of irrigation piping, sprinkler heads, and irrigation valves. The project was completed March 27, 2013.
- Three irrigation backflows were stolen from their housing on the medians. They were cut from the base and taken away. The irrigation has been temporarily suspended until the back flows can be reinstalled. The locations of the stolen backflows are represented in chart below.

Location	Reported Date	Reinstall Date
Central North of Rosecrans	3/26/13	
Wilmington north of Stockwell	3/23/13	
Artesia in front of Compton College	3/22/13	

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PUBLIC WORKS AND MUNICPAL UTILITIES

#9.

SUCCESSOR AGENCY

#9.

Financial Report

Third Quarter Period Ended March 31, 2013

City of Compton

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April 16, 2013

TO:	**THE HONORABLE MAYOR AND COUNCIL MEMBERS**
FROM:	**CITY MANAGER**
BY:	**CITY CONTROLLER**
SUBJECT:	**FINANCIAL REPORT - FOR THE PERIOD ENDED MARCH 31, 2013**

SUMMARY

The Financial Report for the period ended March 31, 2013 provides an overview of the City's revenues for the 9-month period from July 2012 to March 2013, expenditures from July 2012 to March 2013 and the fund balances as of March 31, 2013.

The City-wide total revenue of **$104.14 million** for the 9-month period represents about **43%** of the adjusted revenues budget. The City-wide expenditures for the 9-month period amounted to **$123.02 million,** which was **50%** of the City-wide adjusted expenditures budget. The difference of **$18.88 million** between the City-wide revenue collections and actual expenditures for the period from beginning of the fiscal year to March 31, 2013, represents mainly the use of accumulated fund balances and financial resources of the City.

General Fund revenues for the 9-month period amounted to **$31.07 million,** while the total of General Fund expenditures was **$33.90 million** representing a deficiency of revenues under expenditures of **$2.83 million**. The City collected **66%** of the General Fund adjusted revenues budget and incurred **67%** of the General Fund adjusted expenditures budget as of the end of March 2013. The percentages of the collected revenues and actual expenditures compared to the original unadjusted budgets were **73%** and **65%** respectively. In line with past trend, the City will receive more revenues in the month of May 2013 to significantly increase the revenue collection percentage.

REVENUE COLLECTIONS

The General Fund total revenues from the beginning of the fiscal year to March 31, 2013 amounted to **$31,065,002**. The revenues recorded in this Fund include Property Tax, Sales and Use Taxes, Franchise Fees, Utility Users Tax, Licenses and Permit Fees, Motor Vehicle License Fee, Fines and Forfeitures, and Charges for Current Services.

Snapshot Analysis

Year-to-Date Amounts

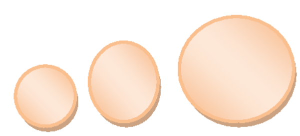
City-Wide

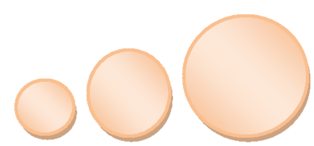
Revenues	$ 104.14m
Expenditures	$123.02m
Difference	$ 18.88m

General Fund

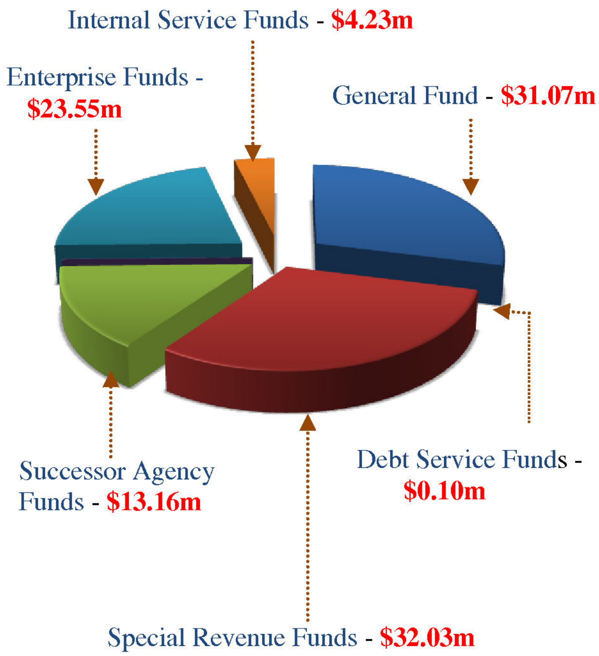
Revenues	$31.07m
Expenditures	$33.90m
Shortfall	$ 2.83m

General Fund

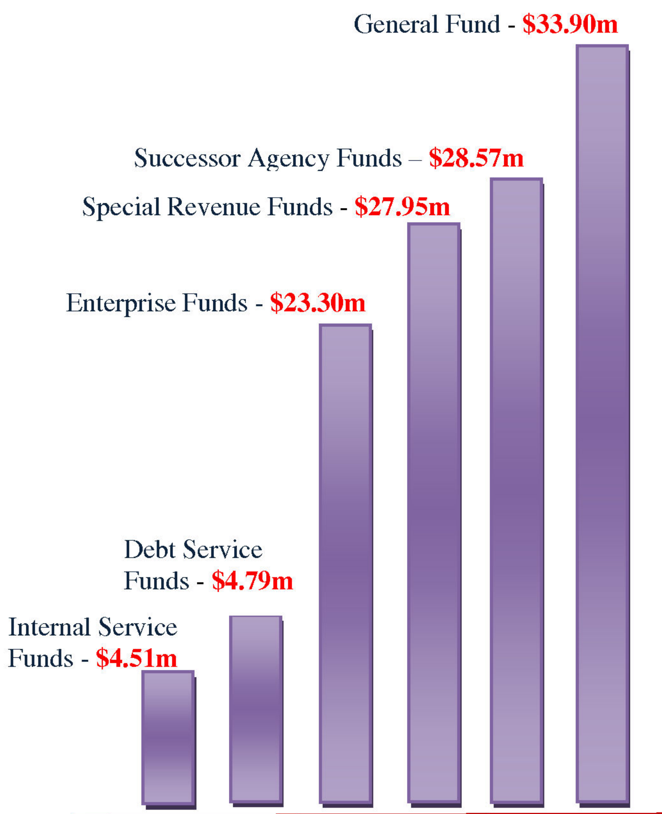

Revenues - $31.07m


Expenditures - $33.90m

Revenues Chart



Expenditures Chart



The Special Revenue Funds received **$32,032,558** while the Successor Agency Funds had total revenues of **$13,162,413** as of the end of March 2013.

The Debt Service Funds, made up of the General City's 2008 Lease Revenues Bonds Fund and the 1987 Revenues Bonds Fund, had **$101,143** in revenues as of the end of March 2013.

The Enterprise Funds had total revenues of **$23,549,361** as of the end of March 2013. The Enterprise Funds comprise the Water Fund, Sewer Fund, Rubbish Fund, Recreation Programs Fund, Golf Course Fund and the Enterprise Funds' Bonds.

The Internal Service Funds include such funds as the Equipment Rental Fund, Central Duplicating Fund, Worker's Compensation Fund, and the General Liability Insurance Fund. These funds account for goods and services provided to other departments. The total revenue for these funds as of end of March 2013 was **$4,227,285**.

The General Fund revenue collection percentage of **66%** (based on the adjusted revenue budget) was below the anticipated pro-rated estimate of **75%** as of March 2013. It is anticipated that, in line with past trend, more revenues will be collected in the month of May 2013 to increase the collection percentage.

EXPENDITURES

The Expenditure Summary in **Appendix D** shows General Fund expenditures of **$33.90 million** as of the end of March 2013, Special Revenue Funds expenditure of **$27.95 million**, Successor Agency Funds expenditure of **$28.57 million**, Debt Service Funds expenditure of **$4.79 million**, Enterprise Funds expenditure of **$23.30 million**, and Internal Service Funds expenditure of **$4.51 million**. Also, the "**Costs by Department**" reports (**Appendix E and Appendix F**) provide summary of departmental expenditures for the fiscal year to March 2013 and percentages of the total expenditures compared to the budgeted amounts.

Most of the expenditure categories were below the **75%** pro-rated amounts for the 9-month period ended March 31, 2013. However, the Fire Department actual overtime costs amounted to **$888,128** – representing **148%** of the department's overtime appropriation of **$600,000**.

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The General Services Department actual overtime cost was **$14,161** which was **283%** of the budgeted amount of **$5,000**. The City Manager's Office actual overtime cost as of the end of March 2013 was **$17,130** while there was no overtime budget for the fiscal year. Funds should be re-allocated to fully cover the overtime costs.

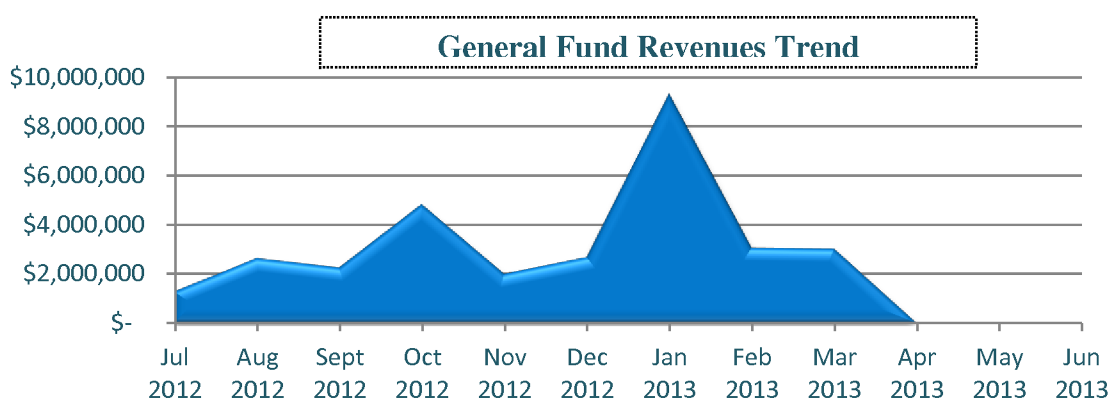
The total actual expenditure for Non-Departmental was **$9,210,846 (111%)** compared to the adjusted budget of **$8,260,862** as of March 2013. The Non-Departmental expenditure percentage of **111%** was high mainly because of the following:

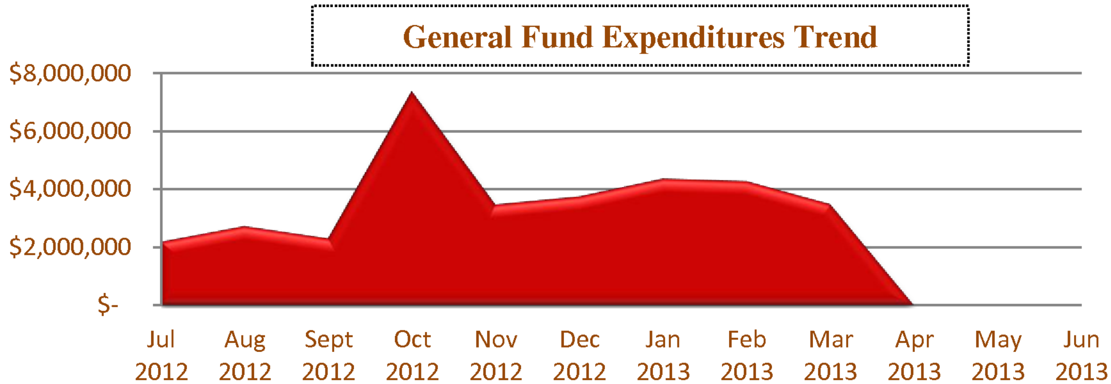
- **$1,159,944** interest payment for the 2008 Lease Revenues Bonds was made during the first half of the fiscal year in accordance with City Council resolution number 23,422. The second interest payment of **$1,159,944** for the Lease Revenues Bonds was paid in March 2013. City Council resolution number 23,422 instructed that the Bonds payments for the fiscal years up to 2014 be made out of the 2008 Lease Revenues Bonds proceeds held with the Bond Trustee. Funds for the two interest payments amounting to $**2,319,888** for the current fiscal year were allocated in the General Fund budget instead of the budget of the Lease Revenues Bonds Fund in line with Council resolution number 23,422. The City Council approved (on March 19, 2013) resolution number 23,718 to delete the amount of $2,319,888 from the General Fund appropriation with a view to reduce the budget deficit in the General Fund. The appropriation of $2,319,888 in the 2008 Lease Revenues Bonds Fund for the debt service payments should be presented to the council for approval.

- The City made catch-up payments to CalPERS regarding PERS liability for current employees and retirees with the aim of avoiding arduous lawsuit with CalPERS regarding the outstanding checks / bills. These payments contributed to the high percentage (111%) of expenditure in the Non-Departmental budget for the first 9 months of the fiscal year. To cover CalPERS bills for the remainder of the fiscal year, the City Council approved (with resolution number 23,718) that additional funds should be appropriated in the Retirement Fund as of March 2013. This additional appropriation in the Retirement Fund has been reflected in this March 2013 Financial Report.

REVENUES AND EXPENDITURES TRENDS – GENERAL FUND

Analysis of the trend of General Fund revenues and expenditures indicated that General Fund expenditures for the first 9 months exceeded revenues by **$2.83m**. The graphs of the monthly revenue collections and actual expenditures are shown below.





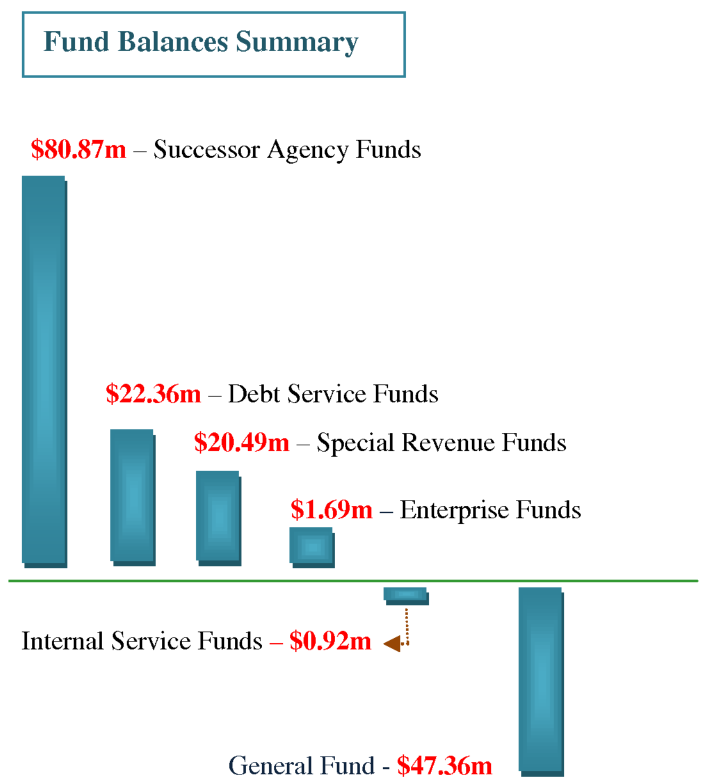
ISSUANCE OF TRANS TO BRIDGE THE CASH FLOW GAP

The monthly trend of the General Fund revenues shows that the City received bulk of the General Fund revenues during the second half of the fiscal year. The last significant revenue will be received in May 2013. To provide cash flow to meet the General Fund expenditures, the City finalized the issuance of **$5 million Tax and Revenues Anticipation Notes (TRANS)** in February 2013. The net proceeds of the TRANS of **$4,657,000** (after deduction of issue discount of **$202,500** and cost of issuance of **$140,500**) was remitted into the City's bank account held with the TRANS Trustee (US Bank). The TRANS has interest rate of **3.75%** and will be repaid (principal and interest) on **June 28, 2013** utilizing the General Fund secured revenues accumulated in a lock box from March 2013 to June 2013.

FUND BALANCES

The Fund Balances Summary Report in **Appendix G** provides the beginning fund balances (unaudited) of each of the major funds and the fund balances (unaudited) as of end of March 2013.

As of March 31, 2013, General Fund had accumulated **negative** fund balance of approximately **$47.36 million**. The Special Revenue Funds ended the month with a cumulative fund balance of **$20.49 million**. The total ending fund balance of Successor Agency Funds was **$80.87 million**, the Debt Service Funds balance was **$22.36 million**, the Enterprise Funds balance was **$1.69 million**, and the Internal Service Funds (which included Equipment Rental Fund, Central Duplicating Fund, Worker's Compensation Fund, and General Liability Insurance Fund) had a combined deficit fund balance of **$0.92 million**.



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The fund balances shown above represent cumulative amounts. Therefore, the General Fund deficit fund balance of **$47.36 million** as of March 2013 includes the cumulative deficit of **$44.40 million** from prior years, cumulative deficit in the Fire Department Hazardous Materials Fund of **$0.13 million** and current deficit of **$2.83 million** that arose from July 2012 to March 2013. The General Fund deficit of **$2.83 million** for the first 9 months of the current fiscal year will change depending on the amount of revenues received and the expenditures incurred during the remaining 3 months of the fiscal year.

On December 20, 2011, the City Council approved resolution number 23,447 delineating a 20-year repayment schedule to enable the General Fund erase the prior years' accumulated deficit and to repay the amounts owed to other Funds. The repayment plan entailed that there will be surplus in General Fund (actual revenues will be higher than expenditures) in each of the next 20 years thereby reducing the accumulated deficit and providing cash for the General Fund to repay the amounts owed to other Funds. For the current fiscal year 2012-2013, the amount to be repaid by General Fund in accordance with the repayment schedule is **$100,000.**

APPENDICES

The following detailed schedules are included in this Financial Report as appendices:

1) **Revenue Summary (Appendix A) –** showing total budgeted revenues for the fiscal year 2012-2013; the actual revenues collected for the month of March 2013; the cumulative collections for the period from July 2012 to March 2013 and percentage of the actual collections to the budgeted amounts. These amounts are summarized based on the six major fund classifications.

2) **General Fund Revenues (Appendix B)** - this schedule provides detailed classification of revenue receipts posted to the General Fund.

3) **Enterprise Funds Revenues (Appendix C)** – the schedule provides details of revenue receipts for Water, Rubbish, Sewer, Recreation Programs and Golf Course Funds.

4) **Expenditures Summary (Appendix D) –** this shows the budgeted expenditures for the 2012-2013 fiscal year, the actual expenditures for the month of March 2013 and the cumulative actual expenditures for the period from July 2012 to March 2013.

5) **Costs By Department (Appendix E and Appendix F) –** show total expenditures by department, as of the end of March 2013, for General Fund (**Appendix E**) and for the entire City (**Appendix F**).

6) **Summary of Fund Balances – Major Funds (Appendix G)** – the focus of this schedule is to show the beginning fund balances (unaudited) of the major funds of the City and the ending fund balances as of the end of March 2013.

7) **Budget Comparison (Appendix H) –** shows the summary of revenues compared to total budget based on the major budget categories.

RECOMMENDATION

It is recommended that the Honorable Mayor and City Council receive and file the Financial Report for the period ended March 31, 2013.

Thank you.

G. HAROLD DUFFEY,
CITY MANAGER

STEPHEN AJOBIEWE,
CITY CONTROLLER

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Appendix A

Account Number	Fund Name	Original Budget FY 2012-2013	Adjusted Budget FY 2012-2013	Actual March 2013	Actual Year-To-Date 03/31/2013	Percentage Collection
General Fund						
1001	General Fund	$ 42,618,237	$ 47,047,141	$ 3,017,817	$ 31,060,043	66%
1003	Hazardous Materials Fund	176,340	177,340	-	4,959	3%
	Subtotal	42,794,577	47,224,481	3,017,817	31,065,002	66%
Special Revenue Funds						
2100	Retirement Fund	13,663,627	16,542,582	25,765	11,504,359	70%
2502	Street Lighting City Wide	4,229,446	4,351,867	-	2,439,042	56%
2820	Local Housing Authority	10,922,755	10,926,448	899,969	8,550,520	78%
	All others	19,524,660	22,042,378	1,655,631	9,538,637	43%
	Subtotal	48,340,488	53,863,275	2,581,365	32,032,558	59%
Successor Agency Funds						
1201	Successor Agency - Admin Fund	16,021,295	16,223,627	(78,305)	8,692,944	54%
1205	Successor Agency - Low Cost Housing	-	-	-	8,957	N/A
3002	Successor Agency - Tax Alloc. Bond	7,795,640	7,795,640	-	3,919,699	50%
3070	Successor Agency -2010A Bond	19,415,000	19,415,000	-	540,368	3%
3080	Successor Agency - 2010B Bond	20,447,071	20,550,646	-	354	0%
3090	Successor Agency - 2010C Bond	5,301,151	5,301,151	-	91	0%
	Subtotal	68,980,157	69,286,064	(78,305)	13,162,413	19%
Debt Service Funds						
3030	Revenue Bonds 2008	3,690,325	4,241,682	403	407	0%
9203	Revenue Bonds 1987	100,275	100,275	-	100,736	100%
	Subtotal	3,790,600	4,341,957	403	101,143	2%
Enterprise Funds						
5000	Water Fund	15,270,500	16,967,244	1,221,374	11,779,538	69%
5001	Richland Farms	48,000	48,000	-	23,932	50%
5003	Water Bond Fund 2009	15,895,996	18,268,151	286,318	2,559,919	14%
5100	Rubbish Fund	11,327,246	12,598,654	691,304	7,161,639	57%
5116	Sewer Fund	930,606	930,606	-	527,105	57%
5117	Sewer Bond Series 2009	12,829,108	12,829,108	142,470	1,441,595	11%
5200	Golf Course	83,200	86,700	6,215	55,633	64%
5300	Recreation Programs	24,000	25,446	-	-	0%
	Subtotal	56,408,656	61,753,909	2,347,681	23,549,361	38%
Internal Service Funds						
6000	Equipment Rental	2,246,453	2,330,228	170,256	1,642,953	71%
6200	Central Duplicating	652,094	759,347	-	150,736	20%
6300	Worker's Compensation	2,095,982	2,096,899	145,632	1,537,495	73%
6400	Liablility Insurance Fund	1,387,890	1,751,991	-	896,101	51%
	Subtotal	6,382,419	6,938,465	315,888	4,227,285	61%
	Grand Total	**$ 226,696,897**	**$ 243,408,151**	**$ 8,184,849**	**$ 104,137,762**	43%

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Appendix B

General Fund Revenues

General Fund	Original Budget FY 2012-2013	Adjusted Budget FY 2012-2013	Actual March 2013	Actual Year-To-Date 03/31/2013	Percentage Collection
Code ***Property Taxes***					
3010 Property Taxes Current	$ 3,406,302	3,406,302	$ 174,551	$ 1,993,311	59%
3020 Property Taxes Unsecured	68,200	68,200	-	-	0%
3030 Prior Year-Secured	-	-	(104)	30,504	N/A
3040 Prior Year-Unsecured	3,496	3,496	-	-	0%
3060 Aircraft	39,470	39,470	2,722	2,722	7%
3090 Interest & Penalties	-	-	-	-	N/A
Subtotal	**3,517,468**	**3,517,468**	**177,169**	**2,026,537**	58%
Sales and Use Taxes					
3110 Sales and Use Taxes	6,556,000	6,556,000	428,554	4,746,276	72%
3111 Sales and Use Taxes -PSAF	208,200	208,200	31,727	142,402	68%
Subtotal	**6,764,200**	**6,764,200**	**460,281**	**4,888,678**	72%
Franchise and Utility Users Taxes					
3121 Gas Franchise	257,927	257,927	-	37,602	15%
3122 Electric Franchise	298,021	298,021	-	-	0%
3124 Other Water Franchise	5,400	5,400	-	-	0%
3125 Rubbish Franchise	800,000	1,100,000	72,995	612,771	56%
3126 Other Franchise	63,740	63,740	-	190,180	298%
3127 Towing Franchise	15,065	15,065	-	7,147	47%
3140 Transient Occupancy	150,810	150,810	6,630	96,732	64%
3150 Property Transfer Fee	160,078	160,078	12,658	130,204	81%
3160 Telephone Users	1,505,000	1,505,000	158,451	1,411,731	94%
3161 Gas Users	1,350,600	1,350,600	185,725	1,054,467	78%
3162 Electric Users	4,610,400	4,610,400	398,445	3,399,702	74%
3163 City Water Users	1,189,964	1,189,964	112,053	1,103,185	93%
3164 Other Water Users	450,600	450,600	34,013	378,148	84%
3165 Cellular Phone Users	2,980,700	2,980,700	248,286	2,114,777	71%
Subtotal	**13,838,305**	**14,138,305**	**1,229,256**	**10,536,646**	75%
License and Permits					
3210 Building Permits	420,500	420,500	27,013	340,240	81%
3220 Plumbing Permits	76,500	76,500	5,569	51,833	68%
3230 Electrical Permits	71,521	71,521	7,495	68,752	96%
3240 Other Contruction Permits	32,283	32,283	19,601	93,216	289%
3242 Economic Enterprise Zone	40,000	40,000	3,060	46,440	116%
3243 Tobacco Permit	58,543	58,543	6,000	40,000	68%
3245 Business License	1,651,252	1,651,252	140,597	1,291,726	78%
3246 Business License Rental	85,512	85,512	6,684	76,904	90%
3248 Revenue License Fee-Casino	240,000	240,000	74,974	266,504	111%
3250 Certificate of Occupancy	35,000	35,000	4,435	33,575	96%
3264 Burglar Alarm Permit	7,100	7,100	880	6,530	92%
3265 Fire Permit Fee	45,000	45,000	4,545	49,999	111%
3266 Tank Removal Over/Haul	21,900	21,900	390	17,434	80%
3275 Conditional Use Variance	15,000	15,000	3,075	8,325	56%
3280 Miscellaneous Licenses	72,110	72,110	5,539	54,006	75%
Subtotal	**2,872,221**	**2,872,221**	**309,857**	**2,445,484**	85%

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General Fund	Original Budget FY 2012-2013	Adjusted Budget FY 2012-2013	Actual March 2013	Actual Year-To-Date 03/31/2013	Percentage Collection
Fines, Forfeitures and Permits					
3315 Parking Citations	$ 1,253,000	$ 1,253,000	$ 93,066	$ 813,322	65%
3320 Other Court Fees	348,500	348,500	26,585	178,764	51%
3321 Vehicle Impound	54,600	54,600	2,830	14,685	27%
3332 False Alarm Program	20	20	-	-	N/A
3340 Forfeitures and Penalties	45	45	-	-	0%
3350 Census Grant Revenue	-	-	-	-	N/A
Subtotal	**1,656,165**	**1,656,165**	**122,481**	**1,006,771**	61%
Use of Money and Property					
3410 Interest Income	11,500	11,500	-	8,110	71%
3420 Rents & Concessions	130,227	130,227	7,044	49,489	38%
3421 Rents and Concessions Comm	100	100	254	672	672%
3425 Rents & Concessions-Bullis Rd	15,000	15,000	8,831	13,556	90%
3428 Rents & Concessions-Bullis Rd	-	-	-	500	
Subtotal	**156,827**	**156,827**	**16,129**	**72,327**	46%
Revenues from Other Agencies					
3511 Motor Vehicle License	8,016,250	8,016,250	-	4,021,307	50%
3521 State Homeowners Prior Year	21,360	21,360	-	12,108	57%
3570 Court Subpeona Reimbursements	1,740	1,740	243	1,375	79%
Subtotal	**8,039,350**	**8,039,350**	**243**	**4,034,790**	50%
Charges From Current Services					
3602 Current Services Provided-Water	3,423,968	3,423,968	285,331	2,567,976	75%
3603 Current Services Provided-CRA	325,800	325,800	-	15,893	5%
3610 Environmental Review	12,500	12,500	2,660	19,690	158%
3612 Subdivision Fees	1,500	1,500	1,000	2,950	197%
3615 Sale of Maps and Publications	150	150	-	150	100%
3616 Banner Processing Fees	1,000	1,000	-	(275)	-28%
3617 Other Filing & Certificates	1,200	1,200	-	46,632	3886%
3618 City Provided Medical	910,500	1,210,500	122,120	926,713	77%
3622 Special Police Department	-	-	23	23	N/A
3623 Special Fire Department	4,100	4,100	180	6,152	150%
3630 EMS Subscriptions	50	50	-	-	0%
3633 Quimby Act Fees	21,000	21,000	-	-	0%
3640 Plan Checking Fees	341,359	341,359	37,335	280,306	82%
3641 Administration Fee-Payroll	2,700	2,700	18	320	12%
3662 Nuisance Abatement	500	500	-	-	0%
3665 Weed & Lot Abatement	325	325	-	98	30%
3666 Substandard Abatement	108,000	108,000	6,755	65,112	60%
3684 Advertisement Charges	210,000	210,000	16,000	144,000	69%
3700 Swim & Slide Pool Collections	22,100	22,100	-	6,480	29%
3712 Cleaning Deposit	500	500	-	-	0%
3721 P&R Room Rentals	2,200	2,200	-	1,935	88%
3842 Other Penalties-Returned Check	200	200	45	170	85%
3848 Miscellaneous - Water	-	-	-	50	N/A
3870 Collection Fees	-	-	-	25	N/A
3881 Reproduction Charge	6,248	6,248	612	7,755	124%
3884 Administration Fee	-	-	-	-	N/A
3890 Misc Charges for Current Services	26,020	26,020	92,270	108,743	418%
Subtotal	**5,421,920**	**5,721,920**	**564,349**	**4,200,898**	73%

#9.

General Fund	Original Budget FY 2012-2013	Adjusted Budget FY 2012-2013	Actual March 2013	Actual Year-To-Date 03/31/2013	Percentage Collection
Others					
3910 Sale of Real or Personal Prop	$ -	$ 500,000	$ -	$ 250,000	50%
3920 Contribution From Other Funds(Crossing Guard)	114,221	114,221	114,222	114,222	100%
3959 Overage / Shortage	20	20	-	-	0%
3565 Other Federal Grant - Fire Department	-	-	-	-	
3571 Legal Recovery	-	-	9,301	32,259	N/A
3980 Miscellaneous Revenue	105,690	1,425,018	14,529	1,450,847	102%
3982 Public Works Misc Revenue	131,850	131,850	-	584	0%
3989 Continued Appropriation - Prior Year Open P.Os	-	2,009,576	-	-	0%
Subtotal	**351,781**	**4,180,685**	**138,052**	**1,847,912**	525%
TOTAL GENERAL FUND	**$ 42,618,237**	**$ 47,047,141**	**$ 3,017,817**	**$ 31,060,043**	66%

#9.

Appendix C

Enterprise Fund Revenues

	Enterprise Fund	Original Budget FY 2012-2013	Adjusted Budget FY 2012-2013	Actual March 2013	Actual Year-To-Date 03/31/2013	Percentage Collection
	Water					
3801	Residential Revenue	$ 10,000,000	$ 10,000,000	$ 879,752	$ 8,878,797	89%
3802	Commercial Revenue	2,200,000	2,200,000	164,258	1,467,302	67%
3803	Industrial Revenue	1,005,000	1,005,000	119,505	578,562	58%
3805	City Dept to be Billed	340,000	340,000	17,375	214,493	63%
3806	Other Government Agencies	690,000	690,000	14,562	467,323	68%
3807	Private Fire Protection	75,000	75,000	6,101	50,876	68%
3821	Residential Connections	-	-	-	-	N/A
3822	Commercial Connections	-	-	-	-	N/A
3828	Other Emergency Connections	1,500	1,500	-	-	0%
3833	Contrib for Install of Service	5,000	5,000	-	-	0%
3841	Turn on Charges	100,000	100,000	15,052	76,763	77%
3842	Other Penalties-Returned Check	-	-	-	35	N/A
3843	Resetting Meters	20,000	20,000	1,600	10,970	55%
3848	Miscellaneous Water Revenue	15,000	15,000	-	1,445	10%
3870	Collection Fess	740,000	740,000	-	-	0%
3890	Misc. Charges For Current Services	20,000	20,000	3,169	27,116	136%
3892	Scrap Metal Sale	-	-	-	-	N/A
3980	Miscellaneous Revenue	59,000	59,000	-	5,856	10%
3989	Continued Appropriation - Prior Year P.Os	-	1,696,744	-	-	0%
	Subtotal	15,270,500	16,967,244	1,221,374	11,779,538	69%
	Richland Farms					
3130	Richland Farm Spec Assessment	48,000	48,000	-	23,932	50%
	Subtotal	48,000	48,000	-	23,932	50%
	Water Bond Fund 2009					
3410	Interset Income	-	-	-	303	N/A
3808	Water Capital Project Revenue	2,763,450	2,763,450	286,318	2,559,616	93%
3970	Revenue From Prior Years	13,132,546	13,132,546	-	-	0%
3989	Continued Appropriation - Prior Year's P.Os	-	2,372,155	-	-	0%
	Subtotal	15,895,996	18,268,151	286,318	2,559,919	14%
	Rubbish Fund					
3410	Interest Income	-	-	1	1	N/A
3670	Refuse Collection Charges	10,903,911	10,903,911	633,040	6,640,605	61%
3722	Residential Bin Service	100,000	100,000	9,003	39,485	39%
3884	Administration Fees	222,769	222,769	22,199	175,973	79%
3941	Principal & Interest - Hub City Contribution	50,000	50,000	10,940	119,735	239%
3980	Miscellaneous Rev	50,566	50,566	16,121	185,840	368%
3989	Continued Appropriation - Prio Year's P.Os	-	1,271,408	-	-	0%
	Subtotal	11,327,246	12,598,654	691,304	7,161,639	57%

#9.

Enterprise Fund	Original Budget FY 2012-2013	Adjusted Budget FY 2012-2013	Actual March 2013	Actual Year-To-Date 03/31/2013	Percentage Collection
Sewer					
3410 Interest Income	$ 300	$ 300	$ -	$ 241	80%
3761 Assessments	930,306	930,306	-	526,864	57%
3989 Continued Appropriation - Prior Year P.Os	-	-	-	-	N/A
Subtotal	930,606	930,606	-	527,105	57%
Sewer Bond Series 2009					
3410 Interest Income	1,600	1,600	-	223	14%
3809 Sewer Capital	1,862,203	1,862,203	142,470	1,441,372	77%
3970 Revenue From Prior Year	10,965,305	10,965,305	-	-	0%
3989 Continued Appropriation - Prior Year P.Os	-	-	-	-	N/A
Subtotal	12,829,108	12,829,108	142,470	1,441,595	11%
Golf Course					
3710 Golf Fees	83,200	86,700	6,215	55,633	64%
Subtotal	83,200	86,700	6,215	55,633	64%
Recreation Programs					
3740 Recreation Program Charges	24,000	24,000	-	-	0%
3989 Continued Appropriation - Prior Year P.Os	-	1,446	-	-	0%
Subtotal	24,000	25,446	-	-	0%
Grand Total	**$ 56,408,656**	**$ 61,753,909**	**$ 2,347,681**	**$ 23,549,361**	38%

#9.

Appendix D

Expenditures Summary

Account Number	Fund Name	Original Budget FY 2012-2013	Adjusted Budget FY 2012-2013	Actual March 2013	Actual Year-To-Date 03/31/2013	Percentage Spent
General Fund						
1001	General Fund	$ 51,728,597	$ 50,735,451	$ 3,473,086	$ 33,808,357	67%
1003	Hazardous Materials Fund	176,340	177,340	6,003	86,989	49%
	Subtotal	51,904,937	50,912,791	3,479,089	33,895,346	67%
Special Revenue Funds						
2100	Retirement Fund	13,663,627	16,542,582	1,120,214	11,469,987	69%
2502	Street Lighting City Wide	4,229,446	4,351,867	234,333	2,178,015	50%
2820	Local Housing Authority	10,922,755	10,926,448	860,162	8,012,454	73%
	All others	19,524,660	22,042,378	1,022,396	6,289,367	29%
	Subtotal	48,340,488	53,863,275	3,237,105	27,949,823	52%
Successor Agency Funds						
1201	Successor Agency - Admin Fund	16,021,295	16,223,627	100,528	9,279,245	57%
1205	Successor Agency - Low Cost Housing	-	-	-	-	N/A
3002	Successor Agency - Tax Alloc. Bond	7,795,640	7,795,640	-	8,718,250	112%
3070	Successor Agency -2010A Bond	19,415,000	19,415,000	-	2,330,021	12%
3080	Successor Agency - 2010B Bond	20,447,071	20,550,646	510,575	6,398,074	31%
3090	Successor Agency - 2010C Bond	5,301,151	5,301,151	-	1,848,087	35%
	Subtotal	68,980,157	69,286,064	611,103	28,573,677	41%
Debt Service Funds						
3030	Revenue Bonds 2008	3,690,325	4,241,682	3,432,202	4,737,310	112%
9203	Revenue Bonds 1987	100,275	100,275	6,100	54,900	55%
	Subtotal	3,790,600	4,341,957	3,438,302	4,792,210	110%
Enterprise Funds						
5000	Water Fund	15,270,500	16,967,244	880,862	6,849,632	40%
5001	Richland Farms	48,000	48,000	-	497	1%
5003	Water Bond Fund 2009	15,895,996	18,268,151	1,554,180	7,099,094	39%
5100	Rubbish Fund	11,327,246	12,598,654	740,927	7,481,450	59%
5116	Sewer Fund	930,606	930,606	615,437	703,315	76%
5117	Sewer Bond Series 2009	12,829,108	12,829,108	537,906	1,138,129	9%
5200	Golf Course	83,200	86,700	-	26,800	31%
5300	Recreation Programs	24,000	25,446	-	-	0%
	Subtotal	56,408,656	61,753,909	4,329,312	23,298,917	38%
Internal Service Funds						
6000	Equipment Rental	2,246,453	2,330,228	163,295	1,278,014	55%
6200	Central Duplicating	652,094	759,347	11,405	305,051	40%
6300	Worker's Compensation	2,095,982	2,096,899	18,850	1,405,858	67%
6400	Liablility Insurance Fund	1,387,890	1,751,991	14,174	1,520,569	87%
	Subtotal	6,382,419	6,938,465	207,724	4,509,492	65%
	Grand Total	**$ 235,807,257**	**$ 247,096,461**	**$ 15,302,635**	**$ 123,019,465**	**50%**

#9.

Appendix E

Costs by Department - General Fund Only As of March 31, 2013					
Department Name	**Dept No**	**Original Budget FY 2012-2013**	**Adjusted Budget FY 2012-2013**	**Actual Year-To-Date 03/31/2013**	**Percentage Spent**
City Council/ Mayor	40	$ 857,024	$ 849,525	$ 414,895	49%
City Attorney	42	1,384,374	1,355,904	785,709	58%
City Treasurer	44	495,531	506,524	304,324	60%
City Clerk	47	568,385	591,966	345,537	58%
Elections	48	514,000	514,000	128,069	25%
City Manager	51	2,948,706	3,021,417	1,997,411	66%
Personnel Dept	56	595,800	616,144	240,916	39%
General Services	60	2,900,145	2,944,812	2,159,638	73%
Non-Departmental	61	3,355,861	1,376,574	1,136,500	83%
City Controller	65	1,616,708	1,757,005	692,550	39%
Municipal Law	67	3,390,571	3,438,363	2,076,391	60%
Los Angeles County Sheriff	68	17,501,286	18,054,419	13,206,251	73%
Fire	69	10,485,588	10,671,160	7,550,330	71%
Public Works- Engineering	71	228,350	243,321	179,758	74%
Public Works - Street Maintenance	72	817,500	589,809	254,215	43%
Building & Safety Dept	77	996,181	997,320	686,387	69%
Planning & Economic Dev.	78	645,554	656,002	394,442	60%
Local Housing Authority	79	-	-	-	-
Careerlink	81	30,939	31,055	2,817	9%
Parks & Recreation	84	2,396,094	2,520,131	1,252,217	50%
Water Dept	85-90	-	-	-	-
Successor Agency	91	-	-	-	-
Total		$ 51,728,597	$ 50,735,451	$ 33,808,357	67%

#9.

Appendix F

Costs by Department - All Funds As of March 31, 2013					
Department Name	Dept No	Original Budget FY 2012-2013	Adjusted Budget FY 2012-2013	Actual Year-To-Date 03/31/2013	Percentage Spent
City Council/ Mayor	40	$ 1,243,190	$ 1,235,690	$ 591,797	48%
City Attorney	42	5,358,718	5,698,222	4,017,646	71%
City Treasurer	44	702,835	713,828	391,846	55%
City Clerk	47	716,357	739,938	422,518	57%
Elections	48	514,000	514,000	128,069	25%
City Manager	51	5,693,998	5,855,484	2,899,868	50%
Personnel Dept	56	1,057,139	1,249,461	363,976	29%
General Services	60	3,458,241	3,502,910	2,432,401	69%
Non-Departmental	61	7,364,151	8,260,862	9,210,846	111% ***
City Controller	65	2,206,933	2,347,230	980,912	42%
Municipal Law	67	4,263,032	4,401,108	2,688,617	61%
Los Angeles County Sheriff	68	17,978,433	18,746,499	13,567,899	72%
Fire	69	16,330,095	17,211,155	10,988,174	64%
Public Works- Engineering	71	18,513,465	20,757,711	3,058,180	15%
Public Works - Street Maintenance	72	11,275,406	10,658,182	5,108,954	48%
Building & Safety Dept	77	1,294,880	1,296,019	862,105	67%
Planning & Economic Dev.	78	4,563,075	4,706,887	991,465	21%
Local Housing Authority	79	10,922,755	10,926,448	8,012,454	73%
Careerlink	81	678,435	740,928	340,731	46%
Parks & Recreation	84	3,858,492	3,993,247	2,189,281	55%
Water Dept	85-90	43,141,428	48,488,527	21,431,348	44%
Successor Agency	91	74,672,199	75,052,125	32,340,378	43%
Total		$ 235,807,257	$ 247,096,461	$ 123,019,465	50%

*** See page 4 for explanation of the high expenditure percentage.

#9.

Appendix G

Summary of Fund Balances - Major Funds Period Ended March 31, 2013				
	Fund Name		Unaudited Balance 6/30/2012	Unaudited Balance 3/31/2013
General Fund				
1001	General Fund		$ (44,402,374)	$ (47,150,688)
1003	Hazardous Materials Fund		(132,428)	(214,458)
		Subtotal	(44,534,802)	(47,365,146)
Special Revenue Funds				
2100	Retirement Fund		11,119,739	11,154,111
2502	Street Lighting City Wide		(1,730,730)	(1,469,703)
2820	Local Housing Authority		(563,101)	(25,035)
	All others		7,580,867	10,830,137
		Subtotal	16,406,775	20,489,510
Successor Agency Funds				
1201	Successor Agency - Administrative Fee Fund		32,953,118	32,366,817
1205	Successor Agency - Low Cost Housing		15,121,299	15,130,256
3002	Successor Agency - Tax Allocation Bond		14,805,700	10,007,149
3070	Successor Agency - Bonds Series 2010A		12,204,403	10,414,750
3080	Successor Agency - Bonds Series 2010B		17,981,400	11,583,680
3090	Successor Agency -Bond Series 2010C		3,218,751	1,370,755
		Subtotal	96,284,671	80,873,407
Debt Service Funds				
3030	Revenue Bonds 2008		27,028,686	22,291,783
9203	Revenue Bonds 1987		23,760	69,596
		Subtotal	27,052,446	22,361,379
Enterprise Funds				
5000	Water - Main Fund		7,008,431	11,938,337
5001	Water - Richland Farms		109,135	132,570
5003	Water - 2009 Bond Fund		(7,612,751)	(12,151,926)
5010	Water - Self Ins. Trust		90	90
5100	Rubbish Fund		205,199	(114,612)
5116	Sewer Fund		1,673,913	1,497,703
5117	Sewer Bond Series 2009		447,365	750,831
5118	Sewer Administration Fund		(490,289)	(490,289)
5200	Golf Course		44,486	73,319
5300	Recreation Programs		55,374	55,374
		Subtotal	1,440,953	1,691,397
Internal Service Funds				
6000	Equipment Rental		560,116	925,055
6200	Central Duplicating		89,974	(64,341)
6300	Worker's Compensation		(1,412,149)	(1,280,512)
6400	Liablility Insurance Fund		121,895	(502,573)
		Subtotal	(640,164)	(922,371)

#9.

Appendix H

Budget Comparison FY 2012-2013
Revenues For The Period Ended March 31, 2013

	Original Budget FY 2012-2013	Adjusted Budget FY 2012-2013	Actual Year-To-Date Revenues	Percentage of Collection
General Fund	$ 42,794,577	$ 47,224,481	$ 31,065,002	66%
Special Revenue Funds	48,340,488	53,863,275	32,032,558	59%
Successor Agency Funds	68,980,157	69,286,064	13,162,413	19%
Debt Service Funds	3,790,600	4,341,957	101,143	2%
Enterprise Funds	56,408,656	61,753,909	23,549,361	38%
Internal Services Funds	6,382,419	6,938,465	4,227,285	61%
	$ 226,696,897	**$ 243,408,151**	**$ 104,137,762**	**43%**

April 23, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: TERRANCE DAVIS, ASSISTANT CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE SALARY RANGE FOR THE POSITION OF HUMAN RESOURCES DIRECTOR

SUMMARY

This resolution would amend the salary range for the position of Human Resources Director.

BACKGROUND

It has been determined that there is a need to amend the salary for the position of Human Resources Director.

The City has recently recruited for Human Resources Director. The recruitment period was December 4, 2012 – January 4, 2013. As a result of this recruitment, the City was not successful in obtaining a viable candidate pool for employment purposes

Staff brought a resolution for Council consideration on March 19, 2013 and were directed to return with additional salary survey data inclusive of retirement and benefit information.

STATEMENT OF ISSUE

The City Manager has concluded that in order to attract and retain more well qualified applicants to the City, the salary for Human Resources Director must be increased to be competitive with other municipalities. Currently the salary for Human Resources Director is significantly below market as well as below other comparable cities similar to the City of Compton (Attachment I). In addition, a benefits survey (Attachment II) was also completed to provide additional comparison data regarding total compensation packages in surrounding cities.

It is necessary to amend the salary range for the position of Human Resources Director. Such amendment would assist the City in conducting a successful recruitment for Human Resources Director.

The City also met and conferred with the AFSCME, Compton Management Employees' Association, Local #2325, on February 13, 2013.

ALTERNATIVE

If City Council does not adopt this resolution, the City will not be able to move forward with attracting and retaining well qualified applicants for its successful recruitment for Human Resources Director.

FINANCIAL IMPACT

There would be no fiscal impact on the Human Resources Department's 2012/2013 fiscal year budget as a result of salary savings due to a vacant position. Funds are available in Account No. 1001-560-000-4101 and the associated fringe accounts to accommodate this salary amendment.

The amended salary range for Human Resources Director would be:

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

To: Range 200 - $9,293.00 - $10,901.00 monthly
$111,516.00 - $130,812.00 annually

RECOMMENDATION

It is recommended that the City Council adopt the attached resolution to approve the requested salary amendment for Human Resources Director.

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 AN AMENDMENT TO THE SALARY RANGE FOR THE POSITION OF HUMAN RESOURCES DIRECTOR

WHEREAS, there is a need to amend the salary range for the position of Human Resources Director; and

WHEREAS, currently the salary for Human Resources Director is significantly below market as well as below other comparable cities similar to the City of Compton; and

WHEREAS, the City has also met and conferred with the AFSCME, Compton Management Employees' Association, Local #2325, on February 13, 2013.

WHEREAS, funds are available to accommodate this salary amendment in the Human Resources Department's 2012/2013 fiscal year budget in Account No. 1001-560-000-4101 as a result of salary savings.

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

SECTION 1. That the salary range for Human Resources Director shall be established as follows:

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

To: Range 200 - $9,293.00 - $10,901.00 monthly
$111,516.00 - $130,812.00 annually

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

SECTION 3. That the Mayor shall sign and the City Clerk shall attest to the adoption of this resolution.

ADOPTED this _____ day of ________________, 2013.

____
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

#11.

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 ______________________, 2013.

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

#11.

NEIGHBORING CITIES

AGENCY	POPULATION	Human Resources Director
Bellflower	76,616	$ 95,916.00
~~Carson*~~	~~91,714~~	No Comp Class
~~Cerritos**~~	~~49,041~~	No Comp Class
Downey	111,772	$ 137,470.00
Hawthorne	84,293	$ 128,688.00
Inglewood	109,673	$ 131,820.00
Lakewood	80,048	$ 107,220.00
Long Beach	462,257	$ 168,010.00
Lynwood	69,772	$ 137,916.00
rwalk	105,549	$ 129,828.00
uth Gate	94,396	$ 132,264.00
rance	145,438	$ 191,901.00
AVERAGE		$ 136,103.30
COMPTON	***96,455***	***$ 105,060.00***
% DIFFERENCE		-29.55%

NEIGHBORING CITIES
SALARIES BY CITY POPULATIONS

AGENCY	POPULATION	Human Resources Director
Bellflower		
~~Carson*~~		No Comp Class
~~Cerritos**~~		No Comp Class
Downey	111,772	$ 137,470.00
Hawthorne	84,293	$ 128,688.00
Inglewood	109,673	$ 131,820.00
Lakewood	80,048	$ 107,220.00
Long Beach		
Lynwood		
Norwalk	105,549	$ 129,828.00
South Gate	94,396	$ 132,264.00
Torrance		
AVERAGE		$ 127,881.67
COMPTON	***96,455***	***$ 105,060.00***
% DIFFERENCE		-21.73%

NEIGHBORING CITIES
MINUS HIGHEST & LOWEST SALARIES

AGENCY	POPULATION	Human Resources Director
Bellflower	76,616	$ -
~~Carson*~~	91,714	No Comp Class
~~Cerritos**~~	49,041	No Comp Class
Downey	111,772	$ 137,470.00
Hawthorne	84,293	$ 128,688.00
Inglewood	109,673	$ 131,820.00
Lakewood	80,048	$ 107,220.00
Long Beach	462,257	$ -
Lynwood	69,772	$ 137,916.00
Norwalk	105,549	$ 129,828.00
South Gate	94,396	$ 132,264.00
Torrance	145,438	$ -
AVERAGE		$ 129,315.14
COMPTON	***96,455***	***$ 105,060.00***
% DIFFERENCE		-23.08%

*No comparable class. No HR Director, Sr. HR Analyst is the highest ranking HR position.

**No comparable class. NO HR Director, the Personnel/Risk Manager is under the lead of Director of Administrative Services.

Additional reported cities outside of our surrounding area that do not have an HR Director and HR function is led by an HR Manager or alternative position:

~Santa Fe Springs
~Lompoc
~La Verne (Headed by Assistant City Manager)
~Fountain Valley
~Lawndale (Headed by Assistant to City Manager)
~Torrance (HR headed under the Department of the City Manager)

Executive Employee (HR Director)
Monthly Health Benefits Survey Comparison

	Bellflower	Carson	Cerritos	Downey	Lakewood	Lynwood	Norwalk	South Gate	Torrance	Compton
Health	$1,257.00	$1,385.00	$1,527.00	$1,527.00	$1,069.00	$1,128.40	$2,452.00	$1,453.00	$1,020.00	$1,306.00

#11.

HR Director Benefits Survey
March 2013

AGENCY	HEALTH	DENTAL	VISION	CALPERS	AUTOMOBILE ALLOWANCE	VACATION	HOL.	SICK	BEREAVE	EXECUTIVE LEAVE	MGMT LEAVE
Bellflower	$1,257.00	$129.50	*	2% @ 55	$250	80	12	8 hrs per month	3	NA	NA
Carson	$1,385.00	$87.00	*	2% @ 55; 2% @ 62 (new hires)	Reimbursements exceeding seventy-five dollars ($75.00) must be reimbursed through the City's demand register process.	11.33 up to 16.66 hrs/mo. Additional hours granted upon anniversay dates.	10	80 hrs. per calendar month	20 hours	NA	NA
Cerritos	$1,527.00	$150.47	$20.18	2.5% @ 55; 2% at 60 (new hires)	$400.00	After 1 year 12 days; 5 years 17 days; 11 years 18 days; For each year after 1 day with a max of 22 days	11	90 days per incident with no accumulation	3 days	NA	NA
Downey	$1,527.40	$46.01	*100% covered for employee	2.7% @ 55; 2% @ 62 (new hires)	$300.00	160 hrs. per yr.	11	8 hrs. per month	N/A (Downey uses Emergency Leave)	NA	NA
Hawthorne	Covers employee only - Employee pays additional cost for employee + 1 or more dependents. Employer pays the full premium for the employee.	***PPO:*** $43.32 - Single; $81.40 - Employee + 1 dependent; $133.39 - Employee + 2 or more dependents ***HMO***: $18.41 - Single: $35.35 - Emp + 1 dep; $44.89 - Employee + 2 or more dependents	$11.81 - Single; $16.92 - Employee + 1 dependent; $30.44 - Emoployee + 2 or more dependents	3% @ 60	Mileage reimbursement for use of private automobile for City business based upon amount determined by the IRS reimbursement rate at the time of vehicle usage	1 - 5 years - 73.92 hrs; 5 - 11 yrs. - 110.88 hrs; 11 - 28 yrs. -	10	88.56 per year or 7.38 per month	3 days	NA	NA

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#11.

HR Director Benefits Survey
March 2013

AGENCY	HEALTH	DENTAL	VISION	CALPERS	AUTOMOBILE ALLOWANCE	VACATION	HOL.	SICK	BEREAVE	EXECUTIVE LEAVE	MGMT LEAVE
Inglewood	Employees shall pay 5% of the monthly premium and the city shall pay 95% of the Kaiser family plan eligibility rate.	$1,200 annually	The city shall provide a pre-paid vision care program.	2.5% @ 55; May utilize accumulated leave to purchase additional retirement service credit through PARS	$252.50	15 up to 20 days earned annually depending on years of service	13	Accrue 9 hours per month	3 days	NA	NA
Lakewood	$1069.63	Optional for employees they can purchase/select a dental plan and use the cafeteria benefit to purchase	City pays for employee only coverage. Employee's can elect dependent coverage and use cafeteria benefit to purchase/select	2% @ 55	Amount varies $85 to $245 depending on the position. Ex. Mgmt does not get a car allowance.	0 -3 years = 89 hours of vacation 4 to 15 years= 129 hours of vacation 15 years plus = 169 hours of vacation	11	Employee accrues 8 hours per month.	3 days (sick time used)	NA	NA
Long Beach	Up to 90% of cost for employees with up to $300 annual deductable	*Included in the health contribution	*Included in the health contribution	2.5% @ 55	$450/mo.	12 up to 20 days depending on years of service	8 days plus 4 personal leave days	96 hours per year	3 days	NA	NA
Lynwood	$1,128.40	Delta Dental (100% hired before 1-1-09; hired after 1-1-09 80%) ($149.35)	VSP (100% hired before 1-1-09; hired after 1-1-09 80%)	3 @ 60; hired before 1-1-11 8% paid by employee; 2% @ 62 hired after 1-1-11 paid by employee	$500/mo.	80 hrs 1-7 yrs; 120 hrs 8-14 yrs: 160 hrs 15 & thereafter	50 hours	96 days	4 days	90 hrs	NA
Norwalk	$2,452.48	The City pays 100% of premium.	The City pays 100% of premium.	2.7% @ 55; 2% @ 55 (new hires)	$400/mo.	80 up to 160 hours annually depending on years of service	12	Accrue 8 hours per month	3 days	Management leave is 80 hours per year	4% City contribution for executive management and 2% contribution for mid-management
South Gate	$1,453.27	Dental Health Services HMO, PPO, EPO >Up to HMO Family ($47.30/mo.)	Vision Plan of America >No charge, included in Dental Plan	2.7% @ 55	$475 per mnth	160 Hours per year, pro-rated	130 Hours	120 Hours per year, pro-rated	3 Days, or 4 Days for out of state	NA	NA

HR Director Benefits Survey
March 2013

AGENCY	HEALTH	DENTAL	VISION	CALPERS	AUTOMOBILE ALLOWANCE	VACATION	HOL.	SICK	BEREAVE	EXECUTIVE LEAVE	MGMT LEAVE
Torrance	$1,020.96	$76.44	City will pay $422.00 per month for each employee and eligible annuitant toward medical, dental and vision insurance.	2% @ 55	$446/mo.	From 9.33 up to 18 per month commencing with the 25th year of service.	13	6 hrs./mo.	3 days	8 days per fiscal year; 27 hrs. personal leave per fiscal year	NA
Compton	$1,306.24	104.71	NA (Employee paid)	2.7% @ 55	$350/mo.	Less than 5 years - 7.334; 5years but less than 10 - 10.667; 10 years but less than 15 - 12.667; 15 years and over - 15.334	15	12 days per year	3 days	NA	Personal Leave Days - 7 days per year

#11.

#11.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Management**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE SALARY RANGE FOR THE POSITION OF HUMAN RESOURCES DIRECTOR**

Terrance C. Davis	**2/13/2013 3:35:17 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**2/25/2013 6:53:29 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**2/27/2013 3:55:22 PM**
CITY CONTROLLER	DATE
G. Harold Duffey	**2/25/2013 1:01:32 PM**
CITY MANAGER	DATE

Use when:

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

April 23, 2013

TO: **HONORABLE MAYOR AND COUNCIL MEMBERS**

FROM: **G. HAROLD DUFFEY, CITY MANAGER**

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

SUMMARY

This Resolution will authorize the City Manager to amend the Local Tax Compliance Services (Business License Fee Audit, Billboard and Casino Audit Services) professional services agreement ("LTC") with MuniServices, LLC, to extend the term of the agreement for twelve months (March 5, 2013 through March 4, 2014).

BACKGROUND

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

On November 6, 2012, Resolution No. 23,638 was adopted, which amended the agreement to expand the scope of services to include Billboard and Card Club audit services at a cost of 35% of the revenue received by the City as a result of deficiencies identified as lawfully due as a result of the audit services.

STATEMENT OF ISSUE

MuniServices, LLC has consistently provided municipal revenue enhancement services since 1972 by helping municipalities preserve, enhance and manage their revenue base. Working exclusively in the government sector, MuniServices

#12.

is one of the few firms in the country providing Revenue Discovery, Audit, Collections and Information Services that encompass every municipal tax source.

As of the first of the year (2013), MuniServices has invoiced unlicensed businesses in the City over $228,000 and collected over $122,000 in new, ongoing revenues for the City under the business license audit provisions of the agreement. Additionally, MuniServices provides expert services to the City that include sales and use tax audit, sale and use tax analysis and reporting, property tax and Utility Users' Tax compliance services, recovering over a million dollars in new tax revenue for the City.

In light of fact that MuniServices has implemented the various programs necessary to identify new and existing businesses within the City and has become thoroughly familiar with the City's tax and licensing regulations, contracts and franchises, for purposes of continuity and expediency staff recommends renewal of this agreement.

FISCAL IMPACT

The City has worked with MuniServices for a number of years under a performance-based arrangement tied to a percentage of new revenue received. The compensation for the audit services shall be funded from the additional revenues received by way of a deduction from the revenue collections.

The estimated fiscal impact of this proposed action is a net gain to the General Fund commensurate with the amount of new revenues identified for the City less the contingency fee.

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution.

G. HAROLD DUFFEY
CITY MANAGER

GHD:CJC:RAR:rar

#12.

RESOLUTION NO. ___________

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

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

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

WHEREAS, in light of the need for the City to reduce General Fund expenditures and increase revenue collections to ease the budget gap, pursuant to Resolution No. 23,448, in March 2012, the City entered into a twelve (12) month Local Tax Compliance Services agreement with MuniServices, LLC to perform an audit of the business license fees to ensure that the City is receiving the amount rightly due to the City. This agreement was amended in November 2012, pursuant to Resolution 23,638, to expand the scope of services to include Billboard and Card Club audit services; and

WHEREAS, the City desires to amend the Local Tax Compliance Services Agreement with MuniServices LLC to extend the term of the agreement for twelve months (i.e. March 5, 2013 through March 4, 2014).

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

Section 1. That the City Manager, upon the approval of the City Attorney, is authorized to amend the Local Tax Compliance Services Agreement with MuniServices, LLC to extend the term of the agreement for twelve (12) months (March 5, 2013 through March 4, 2014).

Section 2. That the compensation for provision of Business License fees audit shall not exceed 40% of the additional revenues collected from each business that owes the City, subject to a maximum amount of $15,000.00 per business.

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

Section 4. That the compensation for the audit services shall be funded from the additional revenues received by way of a deduction from the revenue collections.

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

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

ADOPTED this ____ day of ____________, 2013.

____
MAYOR OF THE CITY OF COMPTON

ATTEST:

____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _______________, 2013.

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

NOTICE EXERCISING OPTION TO EXTEND CONSULTANT SERVICES AGREEMENT

WHEREAS, on March 5, 2012, the CITY OF COMPTON ("CITY") and MUNISERVICES, LLC ("MUNISERVICES") entered into an Agreement for Consultant Services ("AGREEMENT") for Local Tax Compliance services which contains the option to renew the Agreement for successive one year terms ("Renewal Term"); and

WHEREAS, on November 20, 2012, the Parties amended the Agreement to add additional Consulting Services for Billboard and Card Club Revenue Audit Services.

WHEREAS, CITY has made the determination to exercise its option to renew the AGREEMENT for the first one year Renewal Term Period;

NOW, THEREFORE,

CITY HEREBY EXERCISES, pursuant to Section 5 of the AGREEMENT, the first one year option to extend the term of the AGREEMENT for the period of March 5, 2013 through March 4, 2014. All of the terms and conditions of the AGREEMENT shall remain in full force and effect during the Option Period.

"CITY"

APPROVED AS TO FORM:

____
Craig J. Cornwell, City Attorney

Dated: __________________________

CITY OF COMPTON,
a municipal corporation

____
G. Harold Duffy, City Manager

Date: __________________________

ATTEST:

____
Alita Godwin, City Clerk

Dated: __________________________

"CONSULTANT"

MUNISERVICES, LLC

By: ______________________________
Doug Jensen, SVP Client Services

Date: ______________________________

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Attorney**

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

Ruth Rugley	**4/10/2013 6:56:48 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**4/18/2013 2:45:24 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**4/18/2013 12:41:05 PM**
CITY CONTROLLER	DATE
G. Harold Duffey	**4/16/2013 1:21:19 PM**
CITY MANAGER	DATE

Use when:

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

#13.

April 23, 2013

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **G. HAROLD DUFFEY, CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADJUSTING THE GROSS REVENUE LICENSE FEE ESTABLISHED BY SECTION 9-10.12 OF THE COMPTON MUNICIPAL CODE FOR THE CRYSTAL CASINO AND HOTEL (CELEBRITY CASINO, INC.)**

SUMMARY

The City Council will consider adopting a resolution that will temporarily adjust the Gross Revenue License Fee established by the Compton Gaming Ordinance, specifically Section 9-10.12 of the Compton Municipal Code.

BACKGROUND

Section 9-10 (titled "Card Clubs"), establishes regulations for the licensing and operations of gaming businesses within the City of Compton. Section 9-10.12 requires each licensee to pay the City a monthly fee, which shall be the greater of a percentage of the total monthly gross revenue of the card game business as follows:

1. A minimum gross revenue licensee fee of $104,166.66 per month; or
2. A percentage of the monthly gross revenue ranging from 5.7% (less than $300,000) to 14.0% ($7,000,000.01 and over).

California Casino Management operated Crystal Casino and Hotel until 2006. During that time, the company operated the business at a loss due to local economic conditions, increased Indian gaming and intensification of competition from other Southern California venues. Thus, the City adopted a resolution which allowed the Casino to pay a monthly license fee based on actual revenues to allow the Casino to build a stable customer base.

STATEMENT OF ISSUE

In 2007, the card club license was transferred to Celebrity Casino, Inc. While revenues have increased steadily, Crystal Casino and Hotel has requested that

#13.

the City extend the gaming fee adjustment through June 30, 2014 to allow it more time to solidify its economic recovery.

It is requested that the provisions of Section 9-10.12 be adjusted so as to waive the minimum monthly gross revenue license fee of $104,166.66, and instead accept a gross revenue fee based on the percentage of monthly revenues as specified in the Code:

Less than $300,000	5%
$300,000.01 to $400,000	6.7%
$400,000.01 to $1,200,000	7.7%
$1,200,000.01 to $3,000,000	10.0%
$1,300,000.01 to $$7,000,000	12.0%
$7,000,000.01 and over	14.0%

FISCAL IMPACT

There will be no impact to the 2012/13 budget and minimal impact to the 2013/14 budget. The City has historically received about $240,000 over the past decade. As of March 2013 the City has received approximately $400,000.

RECOMMENDATION

Staff recommends that the attached Resolution be adopted.

G. HAROLD DUFFEY
CITY MANAGER

GHD:CJC:RAR:rar

#13.

RESOLUTION NO. ___________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADJUSTING THE GROSS REVENUE LICENSE FEE ESTABLISHED BY SECTION 9-10.12 OF THE COMPTON MUNICIPAL CODE FOR THE CRYSTAL CASINO AND HOTEL (CELEBRITY CASINO, INC.)

WHEREAS, Celebrity Casino, Inc., doing business as the Crystal Casino and Hotel, located at 123 East Artesia Boulevard, Compton, is the licensee for Card Club License No. 97-1; and

WHEREAS, on December 7, 2010, the City Council adopted Resolution No. 23,253, which modified the monthly gross license fee provisions for Card Club License No. 97-1 in accordance with Section 9-10.12 of the Compton Municipal Code to allow the licensee the opportunity to build a more stable customer base; and

WHEREAS, the provisions of Resolution No. 23,253 were effective from January 1, 2011 through December 31, 2012, after which the requirements of Section 9-10.12 were reinstated; and

WHEREAS, while revenues have increased steadily, the licensee has requested that the City extend the gaming fee adjustment through June 30, 2014 to allow it more time to solidify its economic recovery.

WHEREAS, the City Council has reviewed the requested modification to the gross revenue license fee requirements of Section 9-10.12 and being fully informed on the matter finds as follows:

A. That the long term success of the license is important to the redevelopment and economic vitality of the City.
B. That adjustment of the existing license fee requirements will contribute to the eventual financial success of the license.
C. That Section 9-10.12(b) of the Compton Municipal Code authorizes the City Council to adjust the gross revenue license by resolution.

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

Section 1. That the provisions of Section 9-10.12(a) of the Compton Municipal Code and Section 1-2 of Card Club License 97-1 pertaining to the amount of the gross revenue fees to be paid monthly by the licensee (Celebrity Casino, Inc.) to the City is hereby adjusted and modified as follows:

From January 1, 2013 through June 30, 2014

Gross Gaming Revenues	***Fee***
"Minimum Gross Revenue License Fee"	$104,166.66 **WAIVED**

"Total Monthly Gross Revenue Monthly Fee (Table)"

Less than $300,000	5%
$300,000.01 to $400,000	6.7%
$400,000.01 to $1,200,000	7.7%
$1,200,000.01 to $3,000,000	10.0%
$1,300,000.01 to $$7,000,000	12.0%

#13.

$7,000,000.01 and over 14.0%

Section 2. That the adjustments and modifications made to Section 9-10.12 of the Compton Municipal Code and Card Club License No. 97-1 by this Resolution shall not be transferred to any subsequent owner, operator or licensee without the written consent of the City Council.

Section 3. That the adjustments and modifications made to Section 9-10.12 of the Compton Municipal Code and Card club License No. 97-1 shall be effective from January 1, 2013 through June 30, 2014, at which time it shall be rescinded.

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

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

ADOPTED this ____ day of ____________, 2013.

____
MAYOR OF THE CITY OF COMPTON

ATTEST:

____
CITY CLERK OF THE CITY OF COMPTON

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

I, Alita Godwin, City Clerk of the City of Compton, hereby certify that the foregoing Resolution was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _______________, 2013.

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

AYES: COUNCIL MEMBERS–
NOES: COUNCIL MEMBERS–
ABSTAIN: COUNCIL MEMBERS–
ABSENT: COUNCIL MEMBERS–

____
CITY CLERK OF THE CITY OF COMPTON

#13.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Attorney**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADJUSTING THE GROSS REVENUE LICENSE FEE ESTABLISHED BY SECTION 9-10.12 OF THE COMPTON MUNICIPAL CODE FOR THE CRYSTAL CASINO AND HOTEL (CELEBRITY CASINO, INC.)**

Ruth Rugley	**4/18/2013 3:24:13 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**4/18/2013 5:52:08 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**4/18/2013 5:49:18 PM**
CITY CONTROLLER	DATE
Terrance C. Davis	**4/18/2013 5:23:56 PM**
CITY MANAGER	DATE

Use when:

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

April 23, 2013

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **G. HAROLD DUFFEY, CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING AND AUTHORIZING THE HUD-MANDATED 2013-2014 ANNUAL ACTION PLAN OF THE CONSOLIDATED PLAN AND AUTHORIZING THE SUBMISSION OF THE PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

SUMMARY

Staff is recommending for the City Council to accept public comment, adopt and authorize the submission of the U.S. Department of Housing and Urban Development (HUD) mandated 2013-2014 Annual Action Plan. As well as, authorize the City Manager to execute contracts and implement programs by allocating $1,506,373 in Community Development Block Grant (CDBG) funds, $454,341 in Home Investment Partnership (HOME) funds, and $152,959 in Emergency Solutions Grant (ESG) funds in the City's 2013-2014 Fiscal Year budget for a total of $2,113,673.

BACKGROUND

HUD mandates that all entitlement communities submit an Annual Action Plan that outlines how the community will spend its HUD allocations to address the priority needs. The 2013-2014 Fiscal Year represents the forth program year of the 2010 – 2014 Consolidated Plan. For FY 2013-2014, the City of Compton expects to receive the following allocations (Final allocations will be provided shortly by HUD. These figures are based on HUD's notification that we should expect to receive at minimum a 5% reduction from last year's allocation):

CDBG	$1,506,373
HOME	$454,341
ESG	$152,959
TOTAL	**$2,113,673**

#14.

Each year, the City has seen cuts from HUD funded programs. As a result of these cuts, the City has had to reduce the number of activities and funding to their selected Non-Public Service and Public Service activities.

2013 – 2014 ANNUAL ACTION PLAN SUMMARY:
The Annual Action Plan has outlined specific activities that will be funded in the FY 2013-2014 to meet the priority needs of the community in the 2010-2014 Consolidated Plan. All activities are expected to be completed within the one year.

<u>CDBG Program:</u>

The CDBG eligible activities are required to meet at least one of the three national objectives: 1) to assist low – and moderate income persons 2) aid in the prevention or elimination of slum or blight, 3) meet urgent community needs. The primary objective of this program is to develop viable urban communities by providing decent housing, and a suitable living environment, principally for persons of low- and moderate income. Each year, the Federal Grants Advisory Board (FGAB) reviews applications and interviews potential CDBG sub-recipients to determine who should receive recommendations for CDBG funds. A Community Meeting was held on April 4, 2013 to allow the public and proposed agencies to ask questions of the FGAB Commission regarding their recommendations. In addition, the City Manager has reviewed potential sub-recipients proposals to provide additional input for recommendations. As a result of the FGAB and City Manager's review, the recommendations are as follows:

Proposed 2013-2014 CDBG Activities

CDBG Program Activity	2013-2014 Budget
CDBG Administration (20% cap)	
CDBG Program Administration	$291,274
Fair Housing Services	$10,000
Sub-Total	***$301,274***
CDBG Public Service Activities (15% cap)	
Angels for Sight – Eye Care Service	$45,955
Champions of Caring Connections- Tutoring	$10,000
Steelworkers Oldtimers Foundation - Meals for the Elderly	$38,000
El Nido Family Centers- At-Risk Youth	$30,000
Children's Dental Health Care- Dental Care Service	$20,000
Legal Aid Society of OC - Domestic Violence Prevention	$22,000
The Children's Clinic - Medical Care Service	$60,000
Sub-Total	***$225,955***
CDBG Non-Public Service Activities	
Residential Street Reconstruction 2013	$626,509
Section 108 Loan Repayment	$352,635

Sub-Total	***$979,144***
CDBG TOTAL	**$1,506,373**

HOME Program:

The fundamental purpose of the HOME Program is to preserve and increase the supply of decent, safe, and sanitary affordable rental and owner-occupied housing for persons at 80% or below the Los Angeles County area median household income depending on the type of the service being provided.

Proposed 2013-2014 HOME Activities

HOME Program Activity	2013-2014 Budget
HOME Administration (10% cap)	
Home Program Administration	$45,434
Sub-Total	***$45,434***
CHDO Activity (15% cap)	
CHDO Project	$68,151
Sub-Total	***$68,151***
HOME Activities	
First Time Homebuyer Program	$340,756
Sub-Total	***$340,756***
HOME TOTAL	**$454,341**

ESG Program:

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

Proposed 2013-2014 ESG Activities

ESG Program Activity	2013-2014 Budget
ESG Administration	
ESG Program Administration	$3,500
Sub-Total	**$3,500**
ESG Activity (Los Angeles Homeless Services Authority/LAHSA)	
Emergency Shelter (Compton Welfare Rights)	$79,055
Homelessness Prevention	$10,957
Rapid Re-Housing	$43,828
HMIS	$7,648

#14.

Administration	$7,971
Sub-Total to LAHSA	***$149,459***
ESG TOTAL	**$152,959**

STATEMENT OF ISSUE

HUD funds will allow the selected non-profit organizations and City Departments to carryout programs and activities in accordance with HUD goals and objectives.

ALTERNATIVES

In order for the City of Compton to receive next year's HUD allocation, the City must submit a Council approved Annual Action Plan. If the City does not approve an Annual Action Plan for submittal, the City could lose HUD federal funding.

FISCAL IMPACT

The General Fund will not be negatively impacted by the proposed Annual Action Plan.

RECOMMENDATIONS

Staff recommends that the City Council approves the attached resolution authorizing the submission of the U.S. Department of Housing and Urban Development (HUD) mandated 2013-2014 Annual Action Plan.

G. HAROLD DUFFEY
CITY MANAGER

RESOLUTION NO. ___________________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING AND AUTHORIZING THE HUD-MANDATED 2013-2014 ANNUAL ACTION PLAN OF THE CONSOLIDATED PLAN AND AUTHORIZING THE SUBMISSION OF THE PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has allocated **$2,113,673** for FY 2013-2014 funding to the City of Compton through the Community Development Block Grant (CDBG), Home Investment Partnership (HOME) and Emergency Solutions Grant (ESG); and

WHEREAS, the City's FY 2013-2014 Annual Action Plan of the Consolidated Plan outlines the City's planned uses of these HUD funding allocations; and

WHEREAS, HUD requires that citizens be given the opportunity to comment on the City's proposed Annual Action Plan prior to its submission; and

WHEREAS, in compliance with HUD requirement, copies of the Draft Plan were made available for public viewing in the Office of the City Clerk, City Manager's Office and the Dollarhide Senior Citizen Center; and

WHEREAS, the City noticed the availability of the Draft Plan for public viewing and comment in the local newspaper and informed citizens that they had an option to submit written comments on the proposed Plan; and

WHEREAS, the City held a Community Meeting on April 4, 2013 to obtain citizen input and comments on the proposed activities; and

WHEREAS, the City held a public hearing on April 23, 2013 to obtain citizen input and comments on the proposed activities.

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

Section 1: That the City Council hereby adopts the funding recommendations of the proposed FY 2013-2014 Annual Action Plan of the Consolidated Plan, which are as follows:

#14.

RESOLUTION NO. ______________________
Page 2

Proposed 2013-2014 CDBG Activities

CDBG Program Activity	2013-2014 Budget
CDBG Administration (20% cap)	
CDBG Program Administration	$291,274
Fair Housing Services	$10,000
Sub-Total	***$301,274***
CDBG Public Service Activities (15% cap)	
Angels for Sight – Eye Care Service	$45,955
Champions of Caring Connections- Tutoring	$10,000
Steelworkers Oldtimers Foundation - Meals for the Elderly	$38,000
El Nido Family Centers-At Risk Youth	$30,000
Children’s Dental Health Care-Dental Care Services	$20,000
Legal Aid Society of OC - Domestic Violence Prevention	$22,000
The Children's Clinic - Medical Care Service	$60,000
Sub-Total	***$225,955***
CDBG Non-Public Service Activities	
Residential Street Reconstruction 2013	$626,509
Section 108 Loan Repayment	$352,635
Sub-Total	***$979,144***
CDBG TOTAL	**$1,506,373**

Proposed 2013-2014 HOME Activities

HOME Program Activity	2013-2014 Budget
HOME Administration (10% cap)	
Home Program Administration	$45,434
Sub-Total	***$45,434***
CHDO Activity (15% cap)	
CHDO Project	$68,151
Sub-Total	***$68,151***
HOME Activities	
First Time Homebuyer Program	$340,756
Sub-Total	***$340,756***
HOME TOTAL	**$454,341**

Proposed 2013-2014 ESG Activities

ESG Program Activity	2013-2014 Budget
ESG Administration	
ESG Program Administration	$3,500
Sub-Total	**$3,500**
ESG Activity (Los Angeles Homeless Services Authority/LAHSA)	
Emergency Shelter (Compton Welfare Rights)	$79,055
Homelessness Prevention	$10,957
Rapid Re-Housing	$43,828
HMIS	$7,648
Administration	$7,971
Sub-Total to LAHSA	***$149,459***
ESG TOTAL	**$152,959**

Section 2. That the City Manager is authorized to submit the FY 2013-2014 Annual Action Plan of the Consolidated Plan in accordance with HUD regulations.

Section 3. That the City Manager is authorized to execute all necessary contracts and implement all programs under the FY 2013-2014 Annual Action Plan.

Section 4. That a certified copy of this Resolution shall be filed in the offices of the City Manager, City Attorney, City Controller, Local Housing Authority and the Public Works Department.

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

ADOPTED this _______ day of _____________________, 2013

____
MAYOR OF THE CITY OF COMPTON

ATTEST:

____
CITY CLERK OF THE CITY OF COMPTON

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF COMPTON

#14.

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 _______________, 2013.

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

#14.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Management**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING AND AUTHORIZING THE HUD-MANDATED 2013-2014 ANNUAL ACTION PLAN OF THE CONSOLIDATED PLAN AND AUTHORIZING THE SUBMISSION OF THE PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

G. Harold Duffey — **4/16/2013 1:21:46 PM**
DEPARTMENT MANAGER'S SIGNATURE — DATE

REVIEW / APPROVAL

Ruth Rugley — **4/18/2013 3:49:22 PM**
CITY ATTORNEY — DATE

Stephen Ajobiewe — **4/18/2013 12:31:24 PM**
CITY CONTROLLER — DATE

G. Harold Duffey — **4/16/2013 1:23:42 PM**
CITY MANAGER — DATE

Use when:

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

#15.

WARRANTS APPROVED BY COUNCIL

Warrant #	Date	Name	Services Provided	Amount	Amount Paid Year to Date
214987	03/21/13	Smart-Tek Automated Services Inc	For emergency transportations and basic life support services	$20,397.63	$402,149.26

Requested by Fire Department

I hereby certify that the above demand in the amount of $ 20,397.63 was approved at a regular meeting of the City Council and reject ___________________ as of April 23, 2013.

____________________ Council Member

____________________ Council Member

____________________ City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on April 23, 2013 allowed the above demand.

____
Alita Godwin
City Clerk

Invoice **022361** Date **03-21-2013**

SOLVIS STAFFING
11838 Bernardo Plaza Ct Suite 240
San Diego, CA 92128

For the Pay Period Ending 03-15-2013
Batch S01010-201311

GROSS WAGES	311.76
SOCIAL SECURITY & MEDICARE	23.85
FEDERAL UNEMPLOYMENT	4.68
STATE UNEMPLOYMENT	19.33
OTHER STATE TAXES	0.31
WORKERS COMPENSATION	45.21

SUB-TOTAL .	405.14

TOTAL INVOICE	405.14

S01010
CITY OF COMPTON
201 S. ACACIA AVE.
COMPTON, CA 90220-

P:310/605-5670 F:310/632-8414

Paid By JW
V# 10006446
P.O. # C01033F
A/C # 100169000004269
A/C #

REMIT PAYMENT TO PM FACTORS
PO BOX 1488, CULVER CITY, CA 90232

Open/Past Due Invoice List as of Invoice Date

Invoice	InvDate	Balance	DaysOpen
021790	03/07/2013	19724.80	14
022360	03/21/2013	19992.49	0
022361	03/21/2013	405.14	0
Total Items		**40122.43**	

QUESTIONS?
Call Us at 1-866-257-6675

OK to pay
A. B.

-Jair-S01010-1-0

#15.

#15.

Invoice **022360** Date **03-21-2013**

SOLVIS STAFFING
11838 Bernardo Plaza Ct Suite 240
San Diego, CA 92128

S01010

CITY OF COMPTON
201 S. ACACIA AVE.
COMPTON, CA 90220-

P:310/605-5670 F:310/632-8414

Paid By	
V#	T0006446
P.O. #	C01033
A/C #	10016700004269
A/C #	

QUESTIONS?
Call Us at 1-866-257-6675

For the Pay Period Ending 03-15-2013
Batch S01010-20139

GROSS WAGES	13,566.00
SOCIAL SECURITY & MEDICARE	1,033.39
FEDERAL UNEMPLOYMENT	202.63
STATE UNEMPLOYMENT	837.52
OTHER STATE TAXES	13.51
WORKERS COMPENSATION	1,967.07
HEALTH BENEFITS	692.30
ADMINISTRATIVE FEE	1,661.54
DELIVERY	18.53
SUB-TOTAL .	19,992.49
TOTAL INVOICE	19,992.49

REMIT PAYMENT TO PM FACTORS
PO BOX 1488, CULVER CITY, CA 90232

Open/Past Due Invoice List as of Invoice Date

Invoice	InvDate	Balance	DaysOpen
021790	03/07/2013	19724.80	14
022360	03/21/2013	19992.49	0
022361	03/21/2013	405.14	0
Total Items		40122.43	

Ok to pay
B...

-Jair-S01010-10-1