NOTICE

COMPTON CITY COUNCIL
AGENDA
Tuesday, June 25, 2013
5:45 PM

HEARING(S)

OPENING

ROLL CALL

INTRODUCTION OF SPECIAL GUESTS

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

CONSENT AGENDA

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

APPROVAL OF MINUTES

1. JUNE 11, 2013

REPORTS OF OFFICERS AND COMMISSIONS

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

2. CLAIM AGAINST THE CITY: Olivia Mitchell v. City of Compton (I-8582/LI0000273A) - **Deny Claim**

HUMAN RESOURCES

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2013 - 2014

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

UNFINISHED BUSINESS

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2013 - 2014

NEW BUSINESS

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF AND ENTER INTO A CONTRACT WITH KNORR SYSTEMS, INC. FOR REPAIRS TO LUEDERS PARK-WILLIAM LOVE POOL AND GONZALES PARK POOL.

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE FISCAL YEAR 2012-2013 BUDGET AND TO ENTER INTO AN AGREEMENT WITH COMPTON CHAMBER OF COMMERCE

APPROVAL OF WARRANTS

7. Warrant #216116 - Date - 6/11/13 - Name - 1st PMF Bancorp (formerly Smart-Tek) - Services - Emergency Transportations and Basic Life Support Services - Amount - $80,030.12 - Requested by: City Manager

   Warrant #216579 - Date - 6/20/13 - Name - Trimming Land Co Inc. - Services - Additional Tree Trimming - Amount - $85,770.33 - Requested by: City Manager

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, July 02, 2013 @ 5:45 PM.

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JUNE 11, 2013

The City Council meeting was called to order at 6:43 p.m. in the Council Chambers of City Hall by Mayor Pro-Tem Lillie Dobson.

ROLL CALL

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

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

5:50 P.M. - PUBLIC HEARING - 2013/2014 FISCAL YEAR BUDGET (CONTINUED TO JUNE 18, 2013 at 5:50 P.M.)

6:05 P.M. - JOINT PUBLIC HEARING - AMENDING THE CAPITAL IMPROVEMENT PLAN AND REALLOCATE CAPITAL FUNDING FOR PROJECTS FINANCED THROUGH REFINANCING OF LEASE REVENUE BONDS (Item #24) (CONTINUED TO JUNE 25, 2013 at 5:50 P.M.)

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Lorraine Cervantes, Compton resident, stated that numerous business owners throughout the City are claiming to be unaware of the ordinance that prohibits smoking 25 feet from entrances and exits. She suggested that Fire and Sheriff Explorers use this as a fundraising opportunity. She held that the businesses located along the major thoroughfares are horrible, and code enforcement should cite these establishments.

Councilperson Arceneaux notified Ms. Cervantes that the County of Los Angeles is providing the signs at no cost and further asked the City Attorney how the information regarding this ordinance was distributed to the community.

City Attorney Craig Cornwell stated that the signs should be distributed by Municipal Law Enforcement Services.

Minnie Sawyer, Compton resident, honored Mayor Eric Perrodin, Mayor Pro-Tem Dobson, and former mayor Omar Bradley with plaques of appreciation.

Pastor Brown extended an invitation to anyone with knowledge of the City's history to attend a town hall meeting for the City of Compton's 125th Birthday Celebration. The meeting is scheduled for Thursday, June 13, 2013 from 6 p.m. to 7:30 p.m. in the Blue Room. Anyone interested should call (323) 719-2003 or (213) 399-2325.

William Scott, Compton resident, petitioned the City Council to allow the public an opportunity to speak on each agenda item. He also proposed that the members of the City Council decrease their salaries in half in an effort to fund homeless programs and tree trimming endeavors. He also asked if he could obtain information on the City's local non-profit organizations so that the citizens can have an opportunity to be active within the community.

Councilperson Arceneaux referred Mr. Scott to the City Clerk's Office to apply for one of the City's boards, committees, and commissions.

Chief Muhammad, owner of Compton Tribune, announced that the Tribune would go out to print this week. Anyone that would like to submit feedback, photos, or news releases should call (310) 537-7719 or send an email to comptontribune@yahoo.com. Mr. Muhammad also warned the community against purchasing ads in the Compton Tribune without receiving an official receipt.

#1.

Feon Cooper, Explorer One Ambulance Company, announced that they are currently hiring emergency medical technicians with benefits for multiple shifts. For more information on how you can apply please go to www.exploreroneambulance.com or you can pick up an application at 1040 East Compton Boulevard after 11 a.m. For any additional information please call (310) 537-7719.

Benjamin Holifield, Compton resident, proposed that in unity the City will prosper and be all that it can be. Mr. Holifield invited anyone with the same vision to attend their business meetings at 2201 North Long Beach Boulevard every Thursday at 12 p.m.

Charles Strickland, Compton resident, petitioned the members of the City Council to organize a public apology to the people that were disgraced during the election process.

Herbert Arceneaux, Compton resident, asked that all speakers respect the elected officials in the same manner that they would want to be respected. He also asked that the preferential parking program be implemented throughout the City of Compton.

Julius McClendon, Compton resident, asked that the City regularly address the condition of the City's major thoroughfares.

Elizabeth Ramirez, Compton resident, stated that as a poll worker she observed several discrepancies on Election Day and proposed that voters be asked for identification to eliminate the chances of voter fraud. She also proposed that the number of polling places be reduced from sixty-seven to four polling places for each district.

Michael Turner, Compton resident, mentioned receiving a ballot for someone named Deborah Smith after living at his residence for 37 years. He asked that the City continue to take cash payments because he does not have a bank account. He indicated that he could not afford to leave the City of Compton; therefore, when he addresses the City Council, it is for the purposes of making Compton a better place to live.

Joyce Kelly, Compton resident, affirmed that it is the members of the City Council that are paid to provide solutions, not the residents. She warned the City Council against violating the First Amendment if they decide to support the newspaper. She also asked if the pumping of water rights from La Mirada Unified School District and the city of Norwalk would impact the increase on the residents' water bills. She also petitioned a "no" vote on the resolution to authorize pumping ground water. She further questioned how involved Mr. Galvan is with the Calderon brothers and their issues regarding a FBI investigation.

***Mayor Perrodin in at 7:37 p.m.**

Lynn Boone, Compton resident, stated that the citizens are aware that Aja Brown is from Pasadena, was placed on the Pasadena Planning Commission by Councilperson Jacquelyn Robinson who received a contribution from Councilperson Jones. She indicated that a fundraiser was organized by Micah Ali to be held on Thursday, June 13, 2013 from 5:30 p.m. to 7:30 p.m. in the city of Pasadena. She professed that no one living in the City of Compton could have competed in the mayoral race with Los Angeles County Board Supervisor Mark Riddley Thomas as the lead man and Assemblyman Hall as the second in charge.

Councilperson Zurita asked that the water rates workshop to be held on June 25, 2013 incorporate representatives from the different water agencies that service the City of Compton.

5:55 P.M. - PUBLIC HEARING - DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS AND CHARGES WITHIN THE LIGHTING AND LANDSCAPE ASSESSMENT DISTRICT NO. 1 FOR FISCAL YEAR 2013/2014 (Item #22)

On motion by Zurita, seconded by Dobson, the public hearing was opened at 7:45 p.m., by the following vote on roll call:

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

Glen Kau, Director of Public Works, stated that the purpose of this hearing is to declare the City's intention to levy and collect assessments and charges within the lighting and landscape assessments District No. 1 for Fiscal year 2013-2014. The funds as presented in the engineer's report is prescribed for services and the intention of those funds are required to operate the street lighting and landscaping within the City of Compton for this fiscal year. Staff recommends approval of the attached resolution.

AUDIENCE COMMENTS ON HEARING

William Scott, Compton resident, requested clarity on the attached resolution. Mr. Kau explained that the assessment is for levying fees to operate the lighting and landscaping District No. 1 within the City of Compton to include: safety lights, traffic signals, medians, landscaping along the medians, the irrigation of those medians, and the services necessary to perform those operations.

Pastor Brown questioned what is wrong with the City's medians and lighting system. Mr. Kau stated that the assessments are used to ensure it is properly operating and maintained.

Benjamin Holifield, Compton resident, asked that the medians and sprinkler systems around the Compton entrance and exit signs be improved and maintained. He also asked that flowers be planted around those signs. He went on to suggest that all of the major streets entering the City of Compton be maintained and monitored.

Herbert Arceneaux, Compton resident, asked that the City of Compton be required to look like the City the public works director lives in.

Julius McClendon, Compton resident, asked the public works if he has equipment that the community could use to clean up the City. Mr. Kau stated that that could be arranged and referred him to the building and safety department.

Lorraine Cervantes, Compton resident, asked that the speakers discuss only those issues that pertain to the public hearing.

Compton resident asked if the assessments would address the streetlight outage and tree trimming on Tamarind Avenue. Mr. Kau replied affirmatively.

Councilperson Zurita asked that staff retrieve the previous speaker's address.

Barbara Calhoun, Compton resident and former councilperson, asked if District One pertains to one section of the City or the entire City. Mr. Kau remarked that District One is the entire City of Compton.

Compton resident asked Mr. Kau if his department maintains the Compton Creek. Mr. Kau answered that the Compton Creek is maintained by the US Army Corps of Engineers.

On motion by Dobson, seconded by Arceneaux, the public hearing was closed at 8:01 p.m., by the following vote on roll call:

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

#1.

COUNCIL COMMENTS ON HEARING

Councilperson Arceneaux asked Mr. Kau where in the assessment is the maintenance of the medians addressed.

City Manager Duffey answered that $250,000 of the assessments have been programmed for the Parks and Recreation department to maintain the medians.

Councilperson Arceneaux asked if the street lights owned by Southern California Edison (SCE) are maintained and operated by the City of the Compton. Mr. Kau replied affirmatively.

City Manager Duffey stated that SCE lights are repaired within seven days and City lights are repaired within 48 hours.

Councilperson Dobson asked that someone immediately address the foliage in front of City Hall.

Councilperson Zurita proposed that the assessments be used to replace regular bulbs with solar bulbs.

Mayor Perrodin expressed a concern for the levying of an auto plaza zone, of which the City no longer has.

Gladys Media, Willdan Financial Services, stated that they would look to the property owners to actively change the land use category of those parcels and make that change with the County of Los Angeles.

Mayor Perrodin asked Dr. Sefa'boayke who was responsible for changing the land use category with Los Angeles County.

Kofi Sefa'boayke, Director of Successor Agency, answered that the person selling the property is responsible for that change.

Mayor Perrodin stated that the shopping center could have been assessed at a higher rate which would have resulted in a higher assessment and further proposed that the assessments be vetted to ensure all land use zones are correct.

Dr. Sefa'boayke stated that the information would be verified.

Councilperson Zurita voiced a concern for assessments the City is owed.

Mayor Perrodin read the authorized uses for the assessments and the street lighting assessment report conducted by Verna Porter.

Councilperson Zurita proposed that the Mayor's concerns be answered before the levying and collection of assessments is approved. Ms. Zurita asked if this is a time sensitive issue.

Ms. Medina stated that the levy is not due to the County of Los Angeles until August 10, 2013.

Mayor Perrodin asked how long it takes to change the land use category. Ms. Medina answered that it takes approximately six months to change the land use category, the County releases the assessments in July 2013, however the County does not finalize the assessment rate until February 2014.

Councilperson Zurita supposed that there was a glitch in escrow and asked the City Attorney if the hearing could be postponed for clarification.

City Attorney Craig Cornwell proposed a new hearing with new documentation available for review for the public, as well as an explanation on the resolution of this issue.

Mayor Perrodin asked how the City Council could approve the budget without approving this item.

Ms. Medina conceded that the assessments would not affect the City's budget because the District is capped out and they can only collect the rates that have been approved.

City Manager Duffey clarified that any shift in the land use category is not going to change the assessment the City receives.

6:00 P.M. - PUBLIC HEARING - DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS AND CHARGES WITHIN THE SEWER SERVICE CHARGES FOR FISCAL YEAR 2013/2014 (Item #23)

On motion by Zurita, seconded by Arceneaux, the public hearing was opened at 9:00 p.m., by the following vote on roll call:

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

Glen Kau, Director of Public Works, stated that the purpose of this hearing is to declare the City's intention to levy and collect assessments and charges within the sewer service charges for Fiscal Year 2013-14. The resolution attached will approve the engineer's report for the sewer service charges that are to be levied. Staff recommends approval of the attached resolution.

AUDIENCE COMMENTS ON HEARING

Benjamin Holifield, Compton resident, asked who monitors the sewers to ensure that they are working properly. Mr. Kau explained that the storm drain and sewer system are two totally different systems.

Lynn Boone, Compton resident, asked if the sewer assessments will be the same as last year. Mr. Kau replied affirmatively.

Ms. Boone asked if the assessment rate can be increased to match an impending increase in the residents' water bills. Mr. Kau answered that the people hold that power through the process of Proposition 18.

Joyce Kelly, Compton resident, asked if bonds sold and issued for water pipes and mains. If sewer maintenance is affected, and does the City have money available to change them. Mr. Kau answered that bonds were issued for the water system and the sewer system for the purposes of taking care of pipe and pump replacements, new wells, and the reservoir at Sebrie Park.

Mr. Kau explained that the water system delivers portable water to the residents, the sewer system collects the content i.e., flushing the toilets, and takes it to a sewage treatment plant. The storm drainage collects the surface run-off which flows into a catch basin, the screens block debris from entering into the catch basins and storm drains.

On motion by Arceneaux, seconded by Dobson, the public hearing was closed at 9:12 p.m., by the following vote on roll call:

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

COUNCIL COMMENTS ON HEARING

Mayor Perrodin stated that $650,000 of the $928,000 assessment rate will be allocated to debt service, and asked if there is a cap on the percentage of what the City collects that can be payed to debt service.

Ms. Medina answered that there is a debt service schedule and what is levying annually is what is due for the year.

#1.

Mayor Perrodin asked Mr. Kau to present a Power Point presentation on the water bill detailing the charges, the principal amount on the sewer and water bonds, how many sewer lines will be repaired, how many sewer lines in the City, and what would be repaired with the water bonds.

Councilperson Arceneaux stated that she recalls in Mr. Shoghi's presentation that the bonds would not pay for all sewer and water line repair.

Mayor Perrodin asked Mr. Kau if he calculated paying for $157,000 shortfall. Mr. Kau stated that he did not anticipate paying for the shortage.

City Manager Duffey stated that he would shift his labor costs, machinery and equipment around to compensate the shortfall.

CONSENT AGENDA

ITEMS REMOVED FROM THE CONSENT AGENDA - Items Six and Seven were removed from the Consent Agenda.

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

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

APPROVAL OF MINUTES

1. MAY 21, 2014 - Approved.
   MAY 28, 2013 - Approved.

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

2. INVESTMENT REPORT - APRIL 30, 2013 **(Received/Filed)**

CITY MANAGER

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, CALIFORNIA OPPOSING COMPACTS FOR OFF -RESERVATION OR URBAN TRIBAL GAMING **(Resolution #23,767)**

PUBLIC WORKS-ENGINEERING

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE CONSTRUCTION OF THE CRANE AVENUE RECONSTRUCTION PROJECT (CIP# 09-06) PERFORMED BY SIALIC CONTRACTORS CORPORATION DBA SHAWNAN , SANCTION STAFF TO FILE THE NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE, AND AUTHORIZE THE RELEASE OF THE CONTRACTOR'S RETENTION **(Resolution #23,768)**

5. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO JANKOVICH FOR THE PURCHASE OF GASOLINE, LUBE AND DIESEL FUEL FOR THE CITY OWNED VEHICLES **(Resolution #23,769)**

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH THE NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT FOR GROUNDWATER PUMPING RIGHTS FOR FISCAL YEARS 2013-2014 THROUGH 2017-2018. **(Resolution #23,770)**

9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH THE CITY OF NORWALK FOR GROUNDWATER PUMPING RIGHTS FOR FISCAL YEARS 2012-2013, 2013-2014, 2014-2015 **(Resolution #23,771)**

ITEMS REMOVED FROM THE CONSENT AGENDA

WATER DEPARTMENT

6. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF HD SUPPLY WATERWORKS, INC. FOR THE FURNISHING AND DELIVERY OF LEAD-FREE MULTI-JET WATER METERS AND AMEND THE 2012-2013 FISCAL YEAR BUDGET TO TRANSFER FUNDS

Mayor Perrodin requested the funding source for this item.

Glen Kau, Director of Public Works, stated that the $25,400 are coming out of account number ending in 4252 and going into account number ending in 4235.

Mayor Perrodin requested the balances in both accounts.

Stephen Ajobiewe, City Controller, answered that $39,807 is available in the account ending in 4252.

Mayor Perrodin also voiced a concern for a Valencia vendor selected over a Compton vendor for a $700 difference.

Mayor Perrodin called for the motion.

It was moved Zurita.

Councilperson Arceneaux agreed with the Mayor's concerns.

Councilperson Zurita asked that documentation regarding the proposal that went out to determine why staff selected the company in Valencia.

Councilperson Zurita proposed that staff use the meters on hand and that this item be brought back next week with the requested documentation.

Councilperson Arceneaux recommended that council approve this resolution and then for any future purchases, that council follow the procedures set forth.

Councilperson Jones also asked that the public works director and City Attorney how the council could legally make a decision to use the business located in Compton.

Councilperson Arceneaux requested an inventory on the report.

Mayor Perrodin stated that there may not be a need to bring this item back if there is enough to get the City through July 1, 2013.

Mr. Kau indicated that he could work with the City Attorney so that in the future, staff can put conditions in the proposal.

Mayor Perrodin recalled the motion.

It was moved by Zurita.

The motion died for lack of second.

#1.

On motion by Arceneaux to reject the bid, seconded by Jones, **"A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF HD SUPPLY WATERWORKS, INC. FOR THE FURNISHING AND DELIVERY OF LEAD-FREE MULTI-JET WATER METERS AND AMEND THE 2012-2013 FISCAL YEAR BUDGET TO TRANSFER FUNDS"** bid was rejected, by the following vote on roll call:

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

7. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING THE WATER DEPARTMENT 2012/2013 FISCAL YEAR BUDGET TO INCREASE REVENUES

Councilperson Dobson asked if the water department still exists.

City Manager Duffey stated that a separate water department does not exist, however the budget still exists.

Councilperson Dobson questioned how funds could be consolidated from the water department if it does not exist.

Mayor Perrodin professed that staff could not implement a department name change without completing the process of consolidating the water department under the public works department.

Councilperson recommended that this item be brought back with the appropriate language.

The above item was removed.

<u>MOTION TO EXTEND THE MEETING</u>

It was moved by Zurita to extend the meeting.

The motion failed for a lack of a second.

THE MEETING WAS ADJOURNED AT 10:21 P.M. AND RECESSED TO TUESDAY, JUNE 18, 2013.

CITY MANAGER'S REPORT (Reagendad)

10. ORAL BUDGET DISCUSSION - 2013-2014 FISCAL YEAR

CITY ATTORNEY'S REPORTS (Reagendad)

11. ORAL PRESENTATION
ANIMAL MAINTENANCE
DERRETT vs. CITY OF COMPTON

<u>CLOSED SESSION</u> (Reagendad)

12. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Manager
City Controller
Pursuant to California Government Code Section 54957

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

13. Perez v. City of Compton, WCAB Case Number ADJ7734883
Baker v. City of Compton, WCAB Case Number ADJ3964372 and ADJ4081926
Shandell v. City of Compton, LASC Case Number TC 020 285
Warren v. City of Compton, LASC Case Number BC 389182
Hartford v. City of Compton, USDC, Case Number CV 12-04357 DMG-MRW
Pursuant to California Government Code Section 54956.9(a)

14. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
One (1) Potential Case
Pursuant to California Government Code Section 54956.9(b)

UNFINISHED BUSINESS - There was no Unfinished Business.

NEW BUSINESS

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER WITH THE CITY OF DOWNEY FOR FIRE AND EMERGENCY MEDICAL DISPATCHING SERVICES **(Reagendad)**

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE FISCAL YEAR 2012-2013 BUDGET AND TO ENTER INTO AN AGREEMENT WITH COMPTON CHAMBER OF COMMERCE **(Reagendad)**

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON SUPPORTING THE ADOPTION OF CALIFORNIA ASSEMBLY BILL (AB) 28 TO REFORM THE STATE'S ENTERPRISE ZONE (EZ) PROGRAM **(Reagendad)**

18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON OPPOSING THE GOVERNOR'S MAY BUDGET REVISE OF THE 2013-2014 STATE BUDGET PROPOSING SUBSTANTIAL REFORMS TO THE CALIFORNIA ENTERPRISE ZONE (EZ) PROGRAM **(Reagendad)**

19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON OPPOSING THE ADOPTION OF CALIFORNIA SENATE BILL (SB) 434 TO SIGNIFICANTLY REFORM THE STATE'S ENTERPRISE ZONE (EZ) PROGRAM **(Reagendad)**

20. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S LIGHTING AND LANDSCAPE ASSESSMENTS DISTRICT NO. 1 CHARGES FOR FISCAL YEAR 2013/2014 **(Reagendad)**

21. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE ENGINEER'S REPORT OF WILLDAN FINANCIAL SERVICES FOR THE CITY OF COMPTON'S SEWER SERVICE CHARGE FOR FISCAL YEAR 2013/2014 **(Reagendad)**

22. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE LIGHTING AND LANDSCAPE DISTRICT NO. 1 FISCAL YEAR 2013/2014 **(Reagendad)**

23. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS OF SEWER SERVICE CHARGE FOR FISCAL YEAR 2013/2014 **(Reagendad)**

#1.

24. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING CHANGES TO THE DEFINITION OF "2008 PROJECT" UNDER THE FACILITY LEASE AND THE TRUST AGREEMENT RELATING TO THE COMPTON PUBLIC FINANCE AUTHORITY LEASE REVENUE BONDS (REFUNDING AND VARIOUS CAPITAL PROJECTS), SERIES 2008 AND REALLOCATING MONEYS IN THE 2008 PROJECT FUND THEREFORE AND AMENDING THE FISCAL YEAR 2012-2013 BUDGET **(Reagendad)**

25. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER II OF THE COMPTON MUNICIPAL CODE TO DELETE SECTION 2-1.12 (ADJOURNMENT OF CITY COUNCIL MEETINGS IN AUGUST) IN ITS ENTIRETY (FIRST READING) **(Reagendad)**

APPROVAL OF WARRANTS (Reagendad)

26. Warrant #215990 - 6/3/13 - California Department of Health Services - Payment - Water System Fees (July 2012-December 2012) - $6,438.60 - Requested by: City Manager

COUNCIL COMMENTS (Reagendad)

ADJOURNMENT

The City Council meeting was recessed to June 18, 2013.

______________________________ ______________________________

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

#2.

June 25, 2013

TO: **MAYOR AND CITY COUNCIL MEMBERS**

FROM: **CITY ATTORNEY**

SUBJECT: **CITY ATTORNEY REPORT/CLAIM NO. I-8582/LI0000273A**

SUMMARY

Council will consider the claim of Olivia Mitchell (Claim No. I-8582/ LI0000273A), presented to the City on May 20, 2013, pursuant to Govt. Code §915, 912.4(a) and 912.6(a).

BACKGROUND

On May 20, 2013, the above claim was presented to the City Controller by Olivia Mitchell for injury she sustained after she slipped and fell on a wet platform of the Los Angeles County Metropolitan Transportation Authority (MTA) Station on November 27, 2012.

Staff has conducted an investigation and concluded that the site where the alleged incident occurred is in an area owned and maintained by MTA. Based upon this investigation, the City has no liability for Claimant's personal injuries, because it neither owns nor maintains the area where the alleged incident occurred.

FINANCIAL IMPACT

In excess of ten thousand dollars.

RECOMMENDATION

Staff recommends that this claim be denied.

/S/

CRAIG J. CORNWELL
CITY ATTORNEY

#3.

June 25, 2013

TO: MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2013 - 2014

SUMMARY

The attached resolution establishes the Holiday Schedule for City employees for fiscal year 2013-2014.

BACKGROUND

In accordance with Rule 7.5A of the City of Compton Personnel Rules and Regulations, it is necessary for the City Council to establish the Holiday Schedule for City employees for each fiscal year.

ISSUES

The City must post a new Holiday Schedule each fiscal year identifying the dates on which City offices will be closed.

FISCAL IMPACT

The Holiday Schedule will have minimal financial impact.

RECOMMENDATION

Staff recommends that the City Council approve the attached resolution establishing the Holiday Schedule for City employees for fiscal year 2013-2014.

G. HAROLD DUFFEY
CITY MANAGER

#3.

RESOLUTION NO. ________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2013 - 2014

WHEREAS, Rule 7.5A of the Personnel Rules and Regulations establishes provisions for granting legal holidays for City employees; and

WHEREAS, there is a need for the City to post a holiday schedule for each fiscal year identifying the dates on which City offices will be closed.

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

Section 1. That the following holidays shall be established as legal holidays for City employees, as set forth herein.

HOLIDAY	DATE HOLIDAY OBSERVED
Independence Day	July 4, 2013 (Thursday)
Labor Day	September 2, 2013 (Monday)
Admission’s Day	Floating Holiday
Veteran’s Day	November 11, 2013 (Monday)
Thanksgiving Day	November 28, 2013 (Thursday)
Friday After Thanksgiving	November 29, 2013 (Friday)*
Christmas Day	December 25, 2013 (Wednesday)
New Year’s Day	January 1, 2014 (Wednesday)
Martin Luther King, Jr.’s Birthday	January 20, 2014 (Monday)
Lincoln’s Birthday	Floating Holiday
Washington’s Birthday (President’s Day)	February 17, 2014 (Monday)
Cesar Chavez’s Birthday	March 31, 2014 (Monday)
Cinco de Mayo	May 5, 2014 (Monday)
Memorial Day	May 26, 2014 (Monday)
Employee’s Birthday	Floating Holiday

***Employees impacted by the 10/40 Alternative Work Schedule will use this day as a floating holiday.**

Section 2. That employees that have unused fiscal year 2012 – 2013 floating holidays shall be allowed to extend the utilization of such floating holidays through December 31, 2013. Such extension shall apply through December 31, 2013 only and shall be nonrecurring.

Section 3. That the Birthday Holiday must be used within one year in which the birthday falls.

#3.

<u>Section 4.</u> That this holiday schedule is not applicable to sworn 56-hour Fire Suppression personnel who are eligible for compensation in lieu of holidays, with the exception of the Fire Chief, Deputy Fire Chief and any 40-hour Fire Battalion Chiefs.

<u>Section 5.</u> That employees, whose birthdays, vacation or compensatory time off with pay falls on one of the holidays referenced above shall be entitled to another day off in accordance with the procedure established by the Department for use of paid leave benefits.

<u>Section 6.</u> That floating holidays accrued during fiscal year 2013 - 2013, except Employee's Birthday, must be utilized by June 30, 2014.

<u>Section 7.</u> That this holiday schedule is effective July 1, 2013 and shall continue to be observed as set forth in this resolution, unless otherwise amended.

<u>Section 8.</u> That a certified copy of this resolution shall be delivered to all departments of the City of Compton.

<u>Section 9.</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
CITY OF COMPTON: ss

I, Alita Godwin, the 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

#3.

#3.

RESOLUTION SIGN-OFF FORM

DEPARTMENT:	**Human Resources**
RESOLUTION TITLE:	**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING THE HOLIDAY SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2013 - 2014**

Sheri Eaton	**6/19/2013 5:21:07 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**6/20/2013 5:29:49 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**6/20/2013 5:24:49 PM**
CITY CONTROLLER	DATE
G. Harold Duffey	**6/19/2013 6:48:59 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.

June 25, 2013

TO: **MAYOR AND COUNCIL MEMBERS**

FROM: **CITY MANAGER**

SUBJECT: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2012-2013**

SUMMARY

The Fiscal Year 20113-2014 Operating Budget for the City of Compton is hereby transmitted to the City Council for adoption.

BACKGROUND

Staff is cautiously optimistic in Fiscal Year 2013-2014 financial outlook. The State of California is seeing resurgence in consumer confidence that is being lead by the once battered real estate market. The Los Angeles County Region's economy is also improving and we are seeing year over year increases in Compton's core revenues, such as sales, use and property taxes.

The City of Compton's General Fund budget is a balanced budget for 2013/2014 with revenue of $48,705,055 million and expenses of approximately $47,876,879 million, leaving a projected fund balance of $828,176. The revenue estimates include baseline revenue for approximately $44 million, garnered from traditional revenue, such as sales, use and property taxes. Staff anticipates that additional revenue will be gained from implementation of the City's Cost Allocation Plan (CAP), revenue enhancements, liquidation of assets, new fees and Public Private Partnerships.

The Preliminary Budget is derived from a complete "budget scrub", which consists of allocating appropriate costs to non general fund accounts, elimination of automatic rollover programs from one fiscal year to the next and zeroing out accounts and moving unused balances to the City's general fund balance. Staff is confident in the baseline revenue, as it was derived from nine months worth of closely watched revenues from 2012-2013.

STATEMENT OF THE ISSUE

The 2013-2014 Fiscal Year budget has an increase in existing labor costs of approximately $400,000. The increase partially (1/3) restores labor concessions from the 2012-2013 budget (over $800,000 in employee concessions which included 12 days of furloughs and a reduction in (fire personal allowances). The 2013-2014 budget also reflects the return of employees that were improperly laid off. It also honors salary increases agreed upon in the 2010-2011 that were never implemented. The impacted positions are all in non-general fund departments.

#4.

In addition, based on budget workshop information, Council Priorities and operational needs, staff is also requesting an additional $1.3 million in new positions to carry out and improve the delivery of Department's Core services. Over the last several years, the City has compiled its budget's by not filling key positions or with a reduced level of service such as furloughs. The 2013-2014 budget represents the City Manager's and the Executive Leadership Team's view of the resources needed to provide the best level of service possible in FY 2013 – 2014. The positions are recommended to improve services and increase revenues. The Department Heads were required to identify how the additional positions will either enhance service or increase revenue. No position was added without an ability to fully fund the position.

FINANCIAL IMPACT

Adoption of the proposed FY 2013-2014 Annual Budget will allow the City to appropriate revenue and pay expenditures in the upcoming fiscal year as indicated.

RECOMMENDATIONS

Staff recommends that the Council adopt the attached Resolution.

G. HAROLD DUFFEY
CITY MANAGER

#4.

RESOLUTION NO. ____________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ADOPTING THE BUDGET FOR FISCAL YEAR 2013 - 2014

WHEREAS, the Compton City Charter Section 1407 requires that an annual budget be presented and adopted by City Council on or before June 30th ; and

WHEREAS, multiple community workshops and agendized council meeting discussions were scheduled and held from April 25, 2013 through June 18, 2012; and

WHEREAS, the City Council has fixed the time and place for holding a public hearing on the proposed 2013-2014 FY budget and has caused notice of said hearing to be published and the proposed 2013-2014 budget has been available for inspection at the City Clerk's Office consistent with Compton City Charter Section 1405; and

WHEREAS, the above referenced public hearing was held on June 18, 2013.

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

SECTION 1. That the proposed Fiscal Year 2013-2014 annual budget of the City of Compton, as set forth in the proposed Annual Budget document, including amendments, if any, approved by the City Council as reflected in this meeting's minutes, is hereby adopted pursuant to Section 1407 of the Compton City Charter and made effective July 1, 2013.

SECTION 2. That a certified copy of this resolution, along with this meeting's approved minutes evidencing City Council adopted amendments, if any, shall be attached to the Fiscal Year 2013 – 2014 Annual Budget and the same shall be filed with the City Manager, City Controller and City Treasurer and that a copy of said resolution and Annual Budget shall be placed and shall remain on file in the office of the City Clerk.

SECTION 3. 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

#4.

COUNTY OF LOS ANGELES
CITY OF COMPTON

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

#5.

June 25, 2013

TO: MAYOR AND COUNCILMEMBERS

FROM: MARVIN HUNT, INTERIM DIRECTOR
PARKS & RECREATION DEPARTMENT

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF AND ENTER INTO A CONTRACT WITH KNORR SYSTEMS, INC. FOR REPAIRS TO LUEDERS PARK-WILLIAM LOVE POOL AND GONZALES PARK POOL.

SUMMARY

This resolution will authorize the City Manager to accept the bid of and enter into a contract with Knorr Systems, Inc. to make necessary repairs to both Lueders Park and Gonzales Park pools.

BACKGROUND

The City of Compton Department of Parks & Recreation operates and manages the Lueders Park-William Love Pool and Gonzales Park Pool which serves a population near 100,000. With only two (2) swimming pools, there is a lot of pressure on existing pool infrastructures and mechanical parts, thus over time, with continued used, general upkeep is not enough to maintain the efficiency of the pools. In 2012, the Grants Division applied for and was awarded the Los Angeles County Regional Park and Open Spaces District SD2 2012 Excess Funds Program Grant in the amount of $250,000, to cover the cost of repairs and compliance issues for the City's public swimming pools. On April 9, 2013, the City Council adopted Resolution No. 23,733, which accepted the grant award and amended the budget to allocate the funds.

The grant funds will be used to make repairs to both pools, which will include re-surfacing some areas of the pool and repairing any cracks inside and around the pool area; replacing necessary mechanical parts such as pumps, filters, chlorine feeders, pool heater, valve, motor, ADA swing, controller, vacuum port; and all weather cover. In addition, this will allow the City to bring the pools into current ADA compliance.

STATEMENT OF THE ISSUE

A Request for Proposals was prepared and advertised for the repairs to the Lueders Park William Love and Gonzales Park pools. The final bid submission date expired May 13, 2013; however, the City did not receive any responses.

#5.

Knorr Systems, Inc. ("Knorr"), which currently serves as our primary vendor for pool supplies (e.g. chemicals, parts and other related supplies) expressed interest in the repair project and on June 6, 2013, Knorr submitted a bid that staff found to be both responsible and reasonable, to wit:

Lueders Park-William Love Pool	**$ 43,987.28**
Gonzales Park Pool	**$200,711.09**
Total	**$244,689.37**

Currently, Lueders Park-William Love Pool is scheduled to open for the season on June 29, 2013, while Gonzales Park Pool is due to open on July 6, 2013. Knorr has indicated that they stand ready to make the repairs that need to be made prior to the pool openings and are willing to perform all other work around the pool operation hours, which will allow for the pools to remain open during the completion of the repairs.

ALTERNATIVE

City Council can choose not to accept the bid to enter into a contract with Knorr Systems, Inc. As a result, another Request for Proposal will have to be advertised which will delay the repair of the pools.

FISCAL IMPACT

Funding for this project is allocated in:

Account No.	Account Description	Amount
2673-840-000-4269	Other Contractual Services	$244,689.37

This Resolution will have no impact to the General Fund. $1,810.63 remains in this account and $3,500 has been included in the City Manager's budget, to cover the cost of the Grants Division staff for grant oversight.

RECOMMENDATION

Staff recommends that City Council adopt the attached Resolution.

**MARVIN C. HUNT, INTERIM DIRECTOR
PARKS & RECREATION DEPARTMENT**

APPROVED FOR FORWARDING:

**G. HAROLD DUFFY
CITY MANAGER**

RESOLUTION NO. ___________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF AND ENTER INTO A CONTRACT WITH KNORR SYSTEMS, INC. FOR REPAIRS TO LUEDERS PARK-WILLIAM LOVE POOL AND GONZALES PARK POOL.

WHEREAS, the City of Compton Department of Parks & Recreation operates and manages the Lueders Park-William Love Pool and Gonzales Park Pool, both which serve a population near 100,000; and

WHEREAS, in 2012, the Grants Division applied for and was awarded the Los Angeles County Regional Park and Open Spaces District SD2 2012 Excess Funds Program Grant in the amount of $250,000, to cover the cost of repairs and compliance issues for the City's public swimming pools. On April 9, 2013, the City Council adopted Resolution No. 23,733, which accepted this Grant and amended the 2012-2013 Fiscal Year budget to allocate the funds; and

WHEREAS, the grant funds will be used to make repairs to both pools and allow the City to bring the pools into current ADA compliance; and

WHEREAS, a Request for Proposals was prepared and advertised for the repairs to the Lueders Park William Love and Gonzales Park pools, however, the City did not receive any responses; and

WHEREAS, Knorr Systems, Inc. ("Knorr"), which currently serves as our primary vendor for pool supplies, expressed an interest in the repair project and on June 6, 2013, submitted a bid that staff found to be both responsible and reasonable, to wit:

Lueders Park-William Love Pool	$ 43,987.28	
Gonzales Park Pool	$200,711.09	
Total		$244,689.37

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

SECTION 1. That the bid/proposal of Knorr Systems, Inc. for performance of repairs to the Lueders Park-William Love Pool and the Gonzales Park Pool is hereby accepted.

SECTION 2. That the City Manager, on the advice and consent of the City Attorney, is authorized to enter into a contract with Knorr Systems, Inc. for the repair services.

SECTION 3. That a purchase order is authorized to be issued to Knorr Systems, Inc. in the amount of Two Hundred Forty Four Thousand Six Hundred Eighty Nine Dollars and Thirty-Seven Cents ($244,689.37).

SECTION 4. That the funds for these services for are available in the 2012-2013 Fiscal Year budget in Account Number 2673 840 000 4269.

SECTION 5. That a certified copy of this resolution will be filed in the offices of the City Manager, City Attorney, City Controller, Parks & Recreation and the City Clerk.

#5.

<u>SECTION 6.</u> 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) 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 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

#5.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Attorney**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF AND ENTER INTO A CONTRACT WITH KNORR SYSTEMS, INC. FOR REPAIRS TO LUEDERS PARK-WILLIAM LOVE POOL AND GONZALES PARK POOL.**

Ruth Rugley	**6/20/2013 4:17:04 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**6/20/2013 6:46:42 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**6/20/2013 6:41:10 PM**
CITY CONTROLLER	DATE
G. Harold Duffey	**6/20/2013 5:31:08 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.

June 25, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY MANAGER

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE FISCAL YEAR 2012-2013 BUDGET AND TO ENTER INTO AN AGREEMENT WITH COMPTON CHAMBER OF COMMERCE

SUMMARY

Consistent with City Council's directions on March 26, 2013, the City Council will consider adopting a resolution that will authorize a Memorandum of Agreement between the City and the Compton Chamber of Commerce ("Chamber") and provide for a financial stipend for the remainder of Fiscal Year 2012-2013, commencing March 1, 2013 through June 30, 2013.

BACKGROUND

The Compton Chamber of Commerce is a private business organization with non-profit 501(c)(6) status dedicated to improving the economic environment of the City of Compton. Through the dissemination of business information and sponsorship of events, the Compton Chamber has historically collaborated with the City of Compton in fostering commercial and industrial development growth in the City.

In support of the Chamber's efforts, the City has historically entered into a memorandum of understanding with the Chamber and provided a $4,000 per month stipend for the promotion of City economic incentive programs, which was viewed as an investment in business development for the City of Compton.

STATEMENT OF THE ISSUE

On March 26, 2013, the City Council directed staff to provide pro-rated funding for Fiscal Year 2012-2013 in the amount of $16,000, effective March 1, 2013, thru June 30, 2013 in the form of a $4,000 monthly stipend. This action would require staff to renew a memorandum of understanding with the Chamber of Commerce and return with a resolution authorizing amendment of the Fiscal Year 2012-2013 budget to appropriate funds for this expenditure in the City Manager's budget.

#6.

FISCAL IMPACT

The 2012-2013 Fiscal Year budget shall be amended to appropriate funds to pay the amount of the stipend as follows:

Decrease (From):

$16,000.00 in Account No. 1001-510-000-4101 (Permanent Salaries)

Increase (To):

$16,000.00 in Account No. 1001-510-000-4262 (Other Professional Services)

ALTERNATIVES

Alternatives were discussed in detailed during the March 26, 2013 Council meeting, which resulted in Council's direction to staff to submit this current resolution.

RECOMMENDATION

The City Council has requested that this proposed Resolution be presented for consideration and action.

**G. HAROLD DUFFEY
CITY MANAGER**

#6.

RESOLUTION NO.____________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE FISCAL YEAR 2012-2013 BUDGET AND TO ENTER INTO AN AGREEMENT WITH COMPTON CHAMBER OF COMMERCE

WHEREAS, the Mayor and City Council of the City of Compton are authorized by the laws of the State of California to appropriate and expend funds for the promotion of the intent and goodwill of the City of Compton; and

WHEREAS, the City desires to partner with the Compton Chamber of Commerce as a commercial and industrial information center, to disseminate information relating to these advantages and provide assistance to established commercial and industrial enterprises as to their growth and expansion plans; and

WHEREAS, the commercial and industrial expansion of Compton may benefit the residents and taxpayers of the City by generating additional revenues for the City and by providing commercial and industrial growth; and

WHEREAS, the promotion of industrial and commercial growth may generate new jobs for Compton residents; and

WHEREAS, the Compton Chamber of Commerce agrees to partner with the City to foster commercial and industrial growth and disseminate information, solicit commercial and industrial prospects, service both established and prospective commercial and industrial enterprises and sponsor special events that promote the commercial areas of the City; and

WHEREAS, the City has previously authorized stipends for the purpose of funding the Chamber's activities and operations and the parties desire to set forth their understanding and agreement with regard to further funding from the City.

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

Section 1. That the City Manager, on the advice and approval of the City Attorney, is hereby authorized to enter into a Memorandum of Agreement with the Compton Chamber of Commerce for the remainder of Fiscal Year 2012-2013 (i.e. March 2013 through June 2013).

Section 2. That the City shall pay a stipend to the Compton Chamber of Commerce in the amount of $16,000.00, payable in the amount of $4,000.00 per month for the months of March 2013 through June 2013.

Section 3. That the 2012-2013 Fiscal Year budget is amended to appropriate funds to pay the amount of the stipend as follows:

Decrease (From):

$16,000.00 in Account No. 1001-510-000-4101 (Permanent Salaries)

Increase (To):

$16,000.00 in Account No. 1001-510-000-4262 (Other Professional Services)

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

#6.

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

#6.

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF COMPTON
AND
COMPTON CHAMBER OF COMMERCE

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 **COMPTON CHAMBER OF COMMERCE,** (hereinafter referred to as **"CHAMBER"**) located at 700 North Bullis Road, Room 10A, Compton, California 90221.

RECITALS:

WHEREAS, the **CITY** desires to collaborate with the **CHAMBER** in disseminating information regarding locational advantages of the City of Compton and in providing assistance to established commercial and industrial enterprises in their growth and expansion plans; and

WHEREAS, the commercial and industrial expansion of Compton will benefit the residents and taxpayers of the **CITY** by generating additional revenues for the **CITY**, and by providing commercial and industrial centers conveniently located for Compton residents, employees and consumers; and

WHEREAS, the promotion of industrial and commercial growth will generate new jobs for Compton residents; and

WHEREAS, the **CHAMBER** has collaborated with the **CITY** to foster commercial and industrial growth and disseminate information, solicit commercial and industrial prospects, service both established and prospective commercial and industrial enterprises, and sponsor special events that promote the commercial areas of the City; and

WHEREAS, by Resolution No. _____ adopted on the __ day of _______, 2013, the City Council gave approval to enter into an agreement of understanding with the **CHAMBER**; and

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

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

#6.

AGREEMENT:

1. SERVICES TO BE RENDERED BY CHAMBERS

It is the mutual understanding of the parties that the **CHAMBER** shall perform those services as described in the **CHAMBERS "Scope of Services"** attached hereto and incorporated hereby.

It is understood and agreed that **CHAMBER's** 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 **CHAMBER** to do and perform **CHAMBER's** work in a skillful and professional manner.

CHAMBER agree 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 to the reasonable satisfaction of the **CITY.**

CHAMBER services hereunder shall be performed in good, workmanlike and professional manner. **CHAMBER** shall be responsible for correcting and completing all errors and omissions related to the services provided by the **CHAMBER** 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 **CHAMBER** to meet the standards of its profession as set forth in the preceding paragraph.

2. DURATION OF AGREEMENT

This effective date of this Agreement is March 1, 2013 and it shall continue in effect until June 30, 2013, unless this Agreement is terminated as provided herein.

3. ASSIGNMENT OF PERSONNEL

CHAMBER has, or will secure, all personnel required to perform the services under this Agreement. The **CITY** and **CHAMBER** agree such personnel are employees, agents and volunteers only of **CHAMBER** and shall not be considered to be employees of the **CITY** in any way whatsoever.

4. STIPEND

For services performed pursuant to this Agreement, **CITY** and **CHAMBER** agree that the **CITY** shall pay, and **CHAMBER** agrees to accept a stipend of monthly installments of **Four Thousand Dollars ($4,000.00)** for the period of March 1, 2013 through June 30, 2013 for a total compensation of **Sixteen Thousand Dollars ($16,000.00).** The total stipend paid the **CHAMBER** includes compensation for all services, including travel, materials, supplies, vendor services and expenses incurred in the performance of the services agreed to by the parties hereto. No additional compensation will be paid to the **CHAMBER**, 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 **CHAMBER** and the

CITY. Adjustment in the total compensation will not be effective until authorized and approved by the **CITY.**

CHAMBER shall be paid the stipend on a monthly basis upon receipt by the **CITY** of itemized invoices for services completed and monthly reports of all services performed during the preceding month. Invoices and reports shall be mailed or delivered to the City Manager at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

5. 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 **CHAMBER** 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 **CHAMBER** in the documents are hereby assigned to the **CITY. CHAMBER** 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

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

7. SUCCESSORS, ASSIGNMENT AND DELEGATION

The **CITY** and the **CHAMBER** 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 **CHAMBER** are material considerations for this Agreement. **CHAMBER** shall not assign or transfer any interest in this Agreement or the performance of any of **CHAMBER's** obligations under this Agreement without the prior written consent of the **CITY**. Any attempted assignment or transfer of any of **CHAMBER'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 **CHAMBER** 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, or handicap in accordance with requirements of City, State or Federal laws and regulations. The **CHAMBER** 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, or handicap 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 **CHAMBER** agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In the event of the **CHAMBER's** non-compliance with the non-discrimination clause of this Agreement, notwithstanding any other provision of this Agreement, the **CITY** may immediately cancel, terminate or suspend this Agreement in whole or in part.

9. INDEMNIFICATION

CHAMBER shall indemnify and save harmless the **CITY**, its officials, officers, employees, agents and volunteers (collectively hereafter 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, legal fees, fines, penalties, expenses, 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 the negligent, reckless, wrongful or intentional acts or omissions of **CHAMBER**, its employees, subconsultants or agents in the performance of the duties undertaken by **CHAMBER** pursuant to this Agreement.

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

10. INSURANCE

Without limiting the **CHAMBER's** indemnification of the **CITY, CHAMBER** 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.

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

a. General Liability: **CHAMBER** 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.

b. Workers' Compensation Insurance: **CONSULTANT** if necessary, 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. Insurance Endorsements. The general liability insurance policy shall be endorsed with the following language:

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

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

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

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

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

CHAMBER, 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 **CHAMBER**.

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

12. WARRANTIES

CHAMBER warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the **CHAMBER**, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the **CHAMBER**, any fee, commission, percentage, brokerage fee, gift, or contingent fee.

Each of the undersigned signatories for the parties hereby warrant and guarantee that each of them, jointly and severally, have the power and authority to execute this Agreement upon the terms and conditions stated herein and each agrees to indemnity and hold harmless the other from all damages, costs and expenses which result from a breach of this material representation.

13. CHAMBER's RESPONSIBILITIES

a. All work required under this Agreement as reflected in **CHAMBERS "Scope of Services"** incorporated herein will be performed by **CHAMBER**, or under **CHAMBER's** direct supervision, and all personnel shall possess the qualifications, permits and licenses required by state and local law to perform such services.

b. **CHAMBER** shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement and compliance with performance standards established by **CITY**.

c. **CHAMBER** shall be responsible for payment of all employees' and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance and social security.

d. **CHAMBER** shall indemnify and hold harmless the **CITY** from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of **CHAMBER's** personnel practices.

e. By accepting the terms of this Agreement, **CHAMBER** and the **CITY** agrees to operate in a manner that demonstrates a collaborative relationship. In the event the **CHAMBER** defames the **CITY** or its officials, either in print or verbally, grounds for immediate termination shall exist.

14. COMPLIANCE WITH LAW

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

15. MATERIALS PROVIDED

a. **CITY** shall provide to **CHAMBER**, demographic data and maps now in their possession, and other information to facilitate the efficient performance of this Agreement, free of charge, without restriction or limitation on their use.

b. All data, including reports, records, maps and other information prepared or obtained by **CHAMBER** in the course of performing the work required by this Agreement shall, upon request, be made available to **CITY** free of charge, without restriction or limitation on their use.

16. CHAMBER's BOOKS AND RECORDS

CHAMBER 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.

CHAMBER 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 **CHAMBER's** address indicated for receipt of notices in this Agreement.

17. EXAMINATION AND AUDIT

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

18. DEFAULT AND TERMINATION

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

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

b. 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**.

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

19. 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.

20. AMENDMENTS

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

21. GOVERNING LAW AND SEVERABILITY

This Agreement shall be governed by and construed under the laws of the State of California. 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 reminder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

22. EXTENT OF AGREEMENT

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

23. NOTICES

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

TO CHAMBER:

COMPTON CHAMBER OF COMMERCE
700 North Bullis Road, Suite 10A
Compton, California 90221
Attn: President/Director
( )

( ) - fax.

TO CITY:

CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: City Manager
(310) 605-5585
(310) 761-1429 - fax.

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

COMPTON CHAMBER OF COMMERCE

Dated: ____________________ **By ________________________________**
Lestean M. Johnson, President

CITY OF COMPTON
Approved by:

Dated: _____________________ **By ________________________________**
G. Harold Duffey, City Manager

Approved as to form:

Dated: _______________________ **By ________________________________**
Craig J. Cornwell, City Attorney

ATTEST:

Dated: _________________________ **By _________________________________**
Alita Godwin, City Clerk

#6.

Exhibit A

Scope of Service

Compton Chamber-acting by and through its Executive Board and Board of Directors, will, in a manner commensurate with available funding perform the following functions during the contract period of March 1, 2013 thru June 30, 2013.

1. Maintain an office within the City of Compton-which is accessible to the public and fully equipped for the purpose of disseminating information, answering correspondences, and inquiries regarding the City of Compton.

2. Assist the City of Compton in conducting surveys and other primary research on the Compton market. Surveys include (but are not limited to):
    a. Commercial insurance needs
    b. Need for new products and services
    c. Determination of the quality of customer service that they are receiving from Compton businesses

3. Serve as an information bureau for the benefit of the local public; collecting and maintaining data and statistics of general interests. Retrieve and collect information on commercial, industrial, residential advantages and opportunities that will benefit the City and local residents and taxpayers.

4. Conduct a minimum of four (4) business specific workshops.

5. Publicize, upon request, City-sponsored activities and functions and to assist and coordinate with respect to such activities and functions.

6. Upon request of the City, publicize any sponsored activities and events.

7. Assist the City with any coordination and/or function associate with City sponsored event.

8. Chamber will agree to advertise and promote the commercial and industrial expansion/development of the City of Compton and to cooperate with all agencies and individuals; whether governmental or private in achieving such expansion and development. In this regard, the Chamber shall do the following:

#6.

a. Collaborate with the City of Compton to obtain appropriate information and services regarding prospective businesses
b. The Chamber shall help the City of Compton compile and maintain pertinent information on community characteristics as may be of value and interest for the location of new businesses and shall disseminate such information through appropriate organizations and agencies. This shall include, but not be limited to, demographics, lease rates, city history, community maps, and City resources.
c. The Chamber shall encourage residents and businesses with a 'Buy in Compton' campaign to purchase goods and services within the City of Compton in associate with the Office of the City Manager-Economic Development Division. Promotional activities may include, but not be limited to the following:
    i. Mixers
    ii. Business referrals
    iii. Business directory
    iv. City Maps
    v. Ribbon cuttings
    vi. Business profiles
d. Direct inquiries relating to potential commercial or industrial locations or development within the City to the Office of the City Manager-Economic Development Division.

e. Work closely in conjunction with the Office of the City Manager-Economic Development Division in providing services and/or obtaining information from the business community.

9. The Chamber will agree to provide the City with monthly progress reports indicating the status of its community promotions and the activities describe in the Scope of Work section of this attachment. All reports are submitted to the Office of the City Manager for distribution to appropriate City Officials and personnel.

10. The Chamber shall describe in the report activities undertaken and accomplished of each task during the reporting period.
11. Additionally, the Chamber agrees to fully cooperate and participate in other mutually agreed upon tasks, projects and responsibilities as required by the City.

#6.

RESOLUTION SIGN-OFF FORM

DEPARTMENT: **City Attorney**

RESOLUTION TITLE: **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE FISCAL YEAR 2012-2013 BUDGET AND TO ENTER INTO AN AGREEMENT WITH COMPTON CHAMBER OF COMMERCE**

Ruth Rugley	**5/16/2013 10:35:32 PM**
DEPARTMENT MANAGER'S SIGNATURE	DATE

REVIEW / APPROVAL

Ruth Rugley	**6/5/2013 8:56:31 PM**
CITY ATTORNEY	DATE
Stephen Ajobiewe	**6/5/2013 6:00:39 PM**
CITY CONTROLLER	DATE
G. Harold Duffey	**5/22/2013 1:26:53 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.

#7.

WARRANTS APPROVED BY COUNCIL

Warrant #	Date	Name	Services Provided	Amount	Amount Paid Year to Date
216116	06/11/13	1ST PMF BANCORP (Formerly Smart-Tek Automated Services, Inc.)	For emergency transportations and basic life Support Services	$80,030.12	$422,546.89
Requested by City Manager's Office					
216579	06/20/13	Trimming Land Co Inc.	Pay for additional tree trimming of high risk of Overgrown trees that affect public safety	$85,770.33	$100,000.00

I hereby certify that the above demand in the amount of $165,800.45 was approved at a regular meeting of the City Council and reject ___________________ as of June 25, 2013.

_____________________ Council Member

_____________________ Council Member

_____________________ City Manager

I hereby certify that the Finance Committee at a regular meeting of the City Council on June 25, 2013 allowed the above demand.

____
Alita Godwin
City Clerk

Invoice **022801** Date **04-04-2013**

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

Paid By AW
V# 10007496
P.O. # C-01325
A/C # 100169000 4269
A/C #

S01010

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

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

OK to Pay

For the Pay Period Ending 03-29-2013
Batch S01010-201310

GROSS WAGES	13,254.80
SOCIAL SECURITY & MEDICARE	1,009.60
FEDERAL UNEMPLOYMENT	197.96
STATE UNEMPLOYMENT	818.23
OTHER STATE TAXES	13.21
WORKERS COMPENSATION	1,921.95
HEALTH BENEFITS	692.30
ADMINISTRATIVE FEE	1,661.54
DELIVERY	18.53
SUB-TOTAL .	19,588.12
TOTAL INVOICE	19,588.12

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	28
022360	03/21/2013	19992.49	14
022361	03/21/2013	405.14	14
022801	04/04/2013	19588.12	0
Total Items		**59710.55**	

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

-Jair-S01010-11-0

#7.

#7.

Invoice **022802** Date **04-04-2013**

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

Paid By Jw
V# 10007494
P.O. # C01325
A/C # 1001690004269
A/C #

S01010

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

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

OK to Pay

For the Pay Period Ending 03-29-2013
Batch S01010-201313

GROSS WAGES	162.08
SOCIAL SECURITY & MEDICARE	12.40
FEDERAL UNEMPLOYMENT	2.43
STATE UNEMPLOYMENT	10.05
OTHER STATE TAXES	0.16
WORKERS COMPENSATION	23.50
SUB-TOTAL .	210.62
TOTAL INVOICE	210.62

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	28
022360	03/21/2013	19992.49	14
022361	03/21/2013	405.14	14
022801	04/04/2013	19588.12	0
022802	04/04/2013	210.62	0
Total Items		**59921.17**	

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

-Jair-**S01010**-1-0

1st PM FACTORS
P.O. BOX 1488
Culver City, CA 90232

Paid By [illegible]
V# 10007496
P.O. # C01325
A/C # 1001690004269
A/C #

S01010

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

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

OK to Pay

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

Invoice **023134** Date **04-18-2013**

For the Pay Period Ending 04-12-2013
Batch S01010-201312

GROSS WAGES	13,020.80
SOCIAL SECURITY & MEDICARE	991.68
FEDERAL UNEMPLOYMENT	194.45
STATE UNEMPLOYMENT	803.71
OTHER STATE TAXES	12.99
WORKERS COMPENSATION	1,888.02
HEALTH BENEFITS	692.30
ADMINISTRATIVE FEE	1,661.54
DELIVERY	18.53
SUB-TOTAL .	19,284.02
TOTAL INVOICE	19,284.02

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	42
022360	03/21/2013	19992.49	28
022361	03/21/2013	405.14	28
022801	04/04/2013	19588.12	14
022802	04/04/2013	210.62	14
023134	04/18/2013	19284.02	0
Total Items		79205.19	

-Jair-S01010-13-0

#7.

#7.

Invoice **023468** Date **05-02-2013**

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

Paid By	SW
V#	10007496
P.O. #	CO1325
A/C #	1001690004269
A/C #	

S01010

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

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

For the Pay Period Ending 04-26-2013
Batch S01010-201314

GROSS WAGES	13,624.00
SOCIAL SECURITY & MEDICARE	1,038.95
FEDERAL UNEMPLOYMENT	203.71
STATE UNEMPLOYMENT	842.02
OTHER STATE TAXES	13.58
WORKERS COMPENSATION	1,975.48
HEALTH BENEFITS	692.30
ADMINISTRATIVE FEE	1,661.54
DELIVERY	18.53
SUB-TOTAL .	20,070.11
TOTAL INVOICE	20,070.11

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	56
022360	03/21/2013	19992.49	42
022361	03/21/2013	405.14	42
022801	04/04/2013	19588.12	28
022802	04/04/2013	210.62	28
023134	04/18/2013	19284.02	14

...Continued Next Page...

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

OK to Pay

-Jair-**S01010**-0-0

PM Factors
P.O. Box 1488
Culver City, CA 90232

Paid By	[illegible]
V#	10007496
P.O. #	C01325F
A/C #	C01385F
A/C #	1001 69 0000 4269

2877.25
18,000.00

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

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

Ok to pay
[illegible] 5-18

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

Invoice 023715 Date 05-16-2013

For the Pay Period Ending 05-10-2013
Batch S01010-201316

GROSS WAGES	14,240.00
SOCIAL SECURITY & MEDICARE	1,089.36
FEDERAL UNEMPLOYMENT	213.60
STATE UNEMPLOYMENT	882.88
OTHER STATE TAXES	14.24
WORKERS COMPENSATION	2,064.80
HEALTH BENEFITS	692.30
ADMINISTRATIVE FEE	1,661.54
DELIVERY	18.53
SUB-TOTAL	20,877.25
TOTAL INVOICE	20,877.25

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	70
022801	04/04/2013	19588.12	42
022802	04/04/2013	210.62	42
023134	04/18/2013	19284.02	28
023468	05/02/2013	20070.11	14

...Continued Next Page...

#7.

#7.

TLC
Since 1977
TRIMMING LAND CO., INC.

TRIMMING LAND COMPANY INC
10513 Dolores Ave
South Gate, CA 90280
CA State License #612918

Phone # 323-569-4498
Fax # 323-569-3747
adriana@trimmingland.com
www.trimmingland.com

Invoice

Date	Invoice #
4/11/2013	2114

Billing Address	Project Address
CITY OF COMPTON Renea Ferrell 205 S. WILLOWBROOK AVE. COMPTON, CA 90220	CITY OF COMPTON Renea Ferrell 205 S. WILLOWBROOK AVE. COMPTON, CA 90221

P.O. Number	Terms	Rep	Due Date
	Net 30		5/11/2013

Description of Work	Quantity/DBH	Unit Price	Amount
TRIMMED VARIOUS TREES THROUGHOUT THE CITY OF COMPTON, THAT ARE BLOCKING STREET LIGHTS; THIS WILL INCREASE AND PROVIDE PUBLIC SAFETY; SEE ATTACHED LISTENG OF STREETS			
TOTAL JOB COST		85,770.33	85,770.33
WORK INCLUDED CLEAN UP AND HAULING AWAY OF ALL TREE TRIMMING DEBRIS			

Paid By	[signature]
V#	1000 6/12
P.O. #	201438F
A/C #	10616820004269
A/C #	

Total	$85,770.33
Payments/Credits	$0.00
Balance Due	$85,770.33

Okay To Pay [signature]