

NOTICE

COMPTON CITY COUNCIL AGENDA Tuesday, December 03, 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. NOVEMBER 12, 2013

REPORTS OF OFFICERS AND COMMISSIONS

CITY ATTORNEY

2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REVOKING THE BUSINESS LICENSE AND CONDITIONAL USE PERMIT FOR THE "HUB MOTEL" LOCATED AT 714 SOUTH LONG BEACH BOULEVARD IN THE CITY OF COMPTON

CITY TREASURER

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND (LAIF) OF THE STATE OF CALIFORNIA AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH AND UPDATING THE LIST OF AUTHORIZED PERSONS

WATER DEPARTMENT

4. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO APPROVE THE FOLLOWING TRANSFER OF FUNDS DECREASING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT'S 2013-14 FISCAL YEAR BUDGET AND INCREASING THE PARKS AND RECREATION 2013-14 FISCAL YEAR BUDGET TO RESTORE SIBRIE PARK

END CONSENT AGENDA

REGULAR AGENDA

REPORTS OF OFFICERS, BOARDS, COMMISSIONS AND COMMITTEES

CITY MANAGER'S REPORT

CITY ATTORNEY'S REPORTS

CLOSED SESSION

5. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Bradford v. City of Compton, LASC No. TC026769
Anderson v. City of Compton, LASC No. TC027249
Baker v. City of Compton, WCAB Case No. ADJ4081926 AND
ADJ3964372

Pursuant to California Government Code Section 54956.9(a)
6. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
Two (2) Potential Case

Pursuant to California Government Code Section 54956.9(b)

UNFINISHED BUSINESS

NEW BUSINESS

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

8. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE RENEWAL OF THE CONTRACTUAL AGREEMENT FOR SERVICES PROVIDED BY ALL CITY MANAGEMENT SERVICES, INC. AND COMPTON UNIFIED SCHOOL DISTRICT FOR CROSSING GUARD RESPONSIBILITIES AND ISSUE A BUDGET AMENDMENT TO PROVIDE FUNDS FOR CURRENT YEAR EXPENSES (FISCAL YEAR 2013/2014)
9. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE PURPOSE OF PAYING THE ANNUAL MEMBERSHIP FEE, I-710 CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT (EIR/EIS) REPORT AND SR-91/I-605/I-405 MAJOR CORRIDOR STUDY FEES FOR FISCAL YEAR 2013-2014 AND RESCINDING RESOLUTION NO. 23,818
10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DUDEK FOR ANNUAL AND SEMI-ANNUAL GROUNDWATER MONITORING AND TO CONDUCT SOIL SAMPLING AT FIRE STATION NO. 1, PURSUANT TO A DIRECTIVE OF THE REGIONAL WATER QUALITY CONTROL BOARD
11. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER IV OF THE COMPTON MUNICIPAL CODE TO ADD SECTION 4-12.1 (CONTRACTS; CITY COUNCIL AUTHORIZATION, EXECUTION REQUIREMENTS) **(FIRST READING)**
12. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTIONS 9-1.31, 9-1.32 AND 9-1.38 OF CHAPTER IX OF THE COMPTON MUNICIPAL CODE TO ADD THE CITY ATTORNEY TO APPLICABLE SECTIONS OF THE COMPTON MUNICIPAL CODE RELATED TO THE SUSPENSION OR REVOCATION OF LICENSES, PERMITS, OR CERTIFICATES ISSUED BY THE CITY **(FIRST READING)**

APPROVAL OF WARRANTS

COUNCIL COMMENTS

ADJOURNMENT

NEXT REGULAR MEETING: Tuesday, December 10, 2013 @ 5:45 PM.

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NOVEMBER 12, 2013

The City Council meeting was called to order at 7:24 p.m. in the Council Chambers of City Hall by Mayor Aja Brown.

ROLL CALL

Council Members Present: Zurita, Galvan, Arceneaux, Jones, Brown

Council Members Absent: None

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

COMMENDATORY RESOLUTIONS/PRESENTATIONS

1. PRESENTATION - KAISER PERMANENTE TO PRESENT A CHECK TO ORGANIZATIONS THAT PROVIDE HEALTH AND HUMAN SERVICES TO THE CITY OF COMPTON - Angels for Sight, Compton Initiative, Elevate Your G.A.M.E., INMED, St. Johns Clinic and G.A.P. (Presentation made during Public Finance Authority Meeting)

PUBLIC HEARING(S)

6:30 P.M. - CONDITIONAL USE PERMIT AND BUSINESS LICENSE HEARING FOR HUB MOTEL 714 S. LONG BEACH BLVD (Item #7)

On motion by Arceneaux, seconded by Zurita, the public hearing was opened at 7:25 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

Justin Sanders, Sanders Roberts LLP., offered a PowerPoint presentation on reasons why the City Council should revoke the Hub Motel's conditional use permit and business license. Attorney Sanders cited Section 30-26.5 m3 of the Compton Municipal Code and following statistics:

-In 2012, a total of 63 incidents occurred at the Hub Motel, (60 prostitution arrests, one robbery arrest and three vehicle crimes).

-In 2013 from January 1st to September 25th, there were 807 calls for service and 611 observations within one quarter mile of the Hub Motel.

-As of September 23, 2013, 420 people with active warrants resided within 250 meters of the Hub motel (166 persons acting suspiciously, 104 burglary calls 165 disturbances, 19 robberies, and 16 assaults with a deadly weapon).

- From January 1, 2013 to September 25, 2013, there were 471 reported incidents within 250 meters of the Hub Motel (56 prostitution related, 12 aggravated assaults, 17 robberies, 26 narcotics and 2 homicides).

Attorney Sanders presented street maps and satellite views of the Hub Motel, its proximity to nearby schools and registered sex offenders. He also presented various photographs of men, women, and girls arrested for solicitation of prostitution at the Hub Motel.

Media coverage from the Compton Tribune was presented and a study conducted by the Catholic Education Resource Center indicating that 60 percent of women participating in legal prostitution were physically assaulted, 70 percent were threatened with physical assault, 40 percent experienced sexual violence and 40 percent had been coerced into legal prostitution.

#1.

The following testimonies were taken by law enforcement officials and community members in support of the revocation: Compton Sheriffs' Detective Fernando Gonzales, City Attorney Craig Cornwell, Minister Robert Muhammad, and Marlana Muhammad.

Attorney Sanders presented the City Council with two (2) binders of arrest records from the Hub Motel from 2012 to 2013 marked as Exhibits '1 through 72'.

Mayor Brown requested a motion to receive and file exhibits 1 through 72 as presented from the Hub Motel.

On motion by Zurita, seconded by Jones, the exhibits were received and filed as evidence for this hearing, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

PUBLIC COMMENTS ON THE HEARING

The following members of the community spoke in favor of the revocation of the business license and conditional use permit of the Hub Motel: Lorraine Cervantes, Lynn Boone, Paulette Simpson, Val Dudley, William Kemp, Joyce Kelly, Craig Cornwell.

The following members of the community spoke in opposition to the revocation of the business license and conditional use permit of the Hub Motel: Michael Turner.

Lynn Boone and Minister Prince proposed that these actions be done privately and out of the spotlight.

City Attorney Cornwell mentioned that notices for this hearing were certified, mailed out and posted on the property September 24, 2013 and October 16, 2013.

On motion by Zurita, seconded by Arceneaux, the public hearing was closed at 8:45 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

COUNCIL COMMENTS ON THE PUBLIC HEARING

Councilperson Zurita thanked Sanders and Roberts LLP for the detailed presentation.

Councilperson Arceneaux thanked Minister Muhammad for his testimony and asked that the City Attorney investigate the Hub Motel's partnerships with other local businesses.

Councilperson Jones thanked everyone that testified for their efforts to stop the abuse of young girls and women.

Mayor Brown thanked the City Attorney's Office, the Nation of Islam and the NAACP for their leadership in providing such a thorough investigation.

6:15 P.M. - PUBLIC HEARING - CONDITIONAL USE PERMIT (CUP) AND BUSINESS LICENSE FOR THE BROTHERS OF THE SUN MOTORCYCLE CLUB LOCATED AT 605 SOUTH LONG BEACH BOULEVARD IN THE CITY OF COMPTON (Item #11) (**Cancelled: Brothers of the Sun waived their rights to a public hearing.**)

5:50 P.M. - PUBLIC HEARING - ESTABLISHMENT OF A SCHEDULE OF FEES FOR COMMERCIAL VEHICLE AND PUSH CART VENDING PURSUANT TO SECTIONS 9-25 (VENDING FROM COMMERCIAL VEHICLES AND 9-26 (PUSH CART VENDORS) OF THE COMPTON MUNICIPAL CODE (Item #22).

On motion by Arceneaux, seconded by Jones, the public hearing was opened at 8:56 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

Maurice Cochee', Municipal Law Enforcement Services Department (MLES) Business License Supervisor, stated that the purpose of this hearing is to inform the public of the City's intention to update the current schedule of fees for vending for commercial vehicles and pushcarts pursuant to the Compton Municipal Code. On October 8, 2013 a public hearing was held and Resolution No. 23,845 was adopted establishing the fee schedule for vending for commercial vehicles and pushcarts vendors. After the discussion, it was determined that the substantial cost recovery would not be achieved as it pertains to the costs associated with permit processing of vehicle and car inspections, reviewing application information, and the impounding and storage of confiscated items.

The updated fee schedule is as follows:

Initial vendor application and permit fee for vehicles - \$245 (per vending vehicle)

Annual renewal fee - \$140 (per vending vehicle)

Initial operator application and permit fee - \$245 (per vending vehicle)

Annual operator renewal fee - \$140 (per vending vehicle)

Initial operator application and permit fee for pushcarts - \$245 (per pushcart)

Annual operator renewal fee for pushcarts - \$145 (per pushcart)

Impound and storage fee for pushcarts and/or non-perishable items - \$105

Staff recommends that City Council adopt the attached resolution Item #22 under New Business.

PUBLIC COMMENTS ON THE HEARING

Benjamin Holifield, Compton resident, requested the agency responsible for monitoring these activities and also proposed a collaborative effort with the school police.

Mr. Cochee' noted that code enforcement would be responsible for monitoring these activities in conjunction with the school police and the Compton Sheriffs' Department.

On motion by Zurita, seconded by Arceneaux, the public hearing was closed at 9:03 p.m., by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

COUNCIL COMMENTS ON THE HEARING

Councilperson Arceneaux asked the City Attorney to address vendors operating in the City of Compton but licensed in other communities.

Deputy City Attorney Ruth Rugley stated that it is not illegal for a vending company to have its parent company in another city, which is why the City of Compton has proposed these licensing requirements indicating that if an entity wants to do business in Compton, they will have to be in compliance with the codes.

#1.

Councilperson Arceneaux requested a statement from the City Attorney's Office regulating the amount of outside vendors (pushcarts) allowed to operate in the City of Compton.

Councilperson Jones mentioned that he is pleased to see this resolution come before this City Council. He also expressed concerns for effective strategies and plans to monitor vending vehicles and pushcarts.

Mayor Brown requested the notification process for pushcart operators and vendors.

Deputy City Attorney Rugley indicated that the emergency ordinance adopted October 8, 2013 took effect immediately and includes a 30-day grace period allowing vendors and operators to go through the application process.

Mayor Brown further requested literature be handed out to assist vendors that want to be in compliance with the City's codes.

Mr. Cochee' stated that staff is in the process of developing hand-outs for vendors, however there has only been one person to come in to fill out an application for an ice cream truck.

Mayor Brown requested the steps to regulate the hours of operation for ice cream trucks.

Ms. Rugley stated that the ordinance includes hours of operation.

Mayor Brown asked that the hours of operation be publicly posted so that residents can call the appropriate agency to report violators.

Councilperson Zurita expressed a concern for the health and safety of the community as it relates to food vendors selling food out of shopping carts.

PUBLIC COMMENTS ON AGENDA ITEMS AND NON-AGENDA MATTERS

Sheriff Deputy Birkbeck, invited the residents to attend a townhall meeting to be held at Our Lady of Victory Church at 6 p.m.

Benjamin Holifield, Compton resident, spoke in opposition to re-opening Red's Liquor Store and asked that the issues leading to its closure be addressed in a public hearing.

William Kemp, Compton resident, asked the City Manager to address whether or not the \$1.4M in Item No. 23 is a surplus from last year's budget.

Marie Hollis, Compton resident and President of the Beautification Commission, petitioned the Second and Fourth Districts to support their "Annual Clean-up" to be held Saturday, November 23, 2013 from 8 a.m. to 12 p.m. starting at Wilson Park. Anyone interested in volunteering should call (310) 605-5530.

Mayor Brown announced that she would provide additional resources to pay for lunch and clean-up supplies.

Stan Miles, Senior Public Information Specialist for Southcoast Air Quality Management District, announced the AQMD's leaf blower exchange program for professional gardeners and landscapers.

Minister Prince, Compton resident, commended Mayor Brown for her efforts to establish partnerships with local organizations.

Joyce Kelly, Compton resident, requested the status of the reserve account.

Terrance Davis, Assistant City Manager, confirmed to the public that the Fiscal Year 2012-2013 end of year budget had a surplus of \$1.4M.

Mayor Brown also noted that for the current Fiscal Year 2013-2014 the fund balance reserve account is approximately \$695,000, in addition the current reserve account for Lease Revenue Bonds is just under \$4M as of October 31, 2013.

Herbert Arceneaux, Compton resident, requested a moratorium regulating the use of e-cigarettes in the City of Compton. He also asked that council consider regulating the hours for horseback riding during the evening hours. Mr. Arceneaux also asked that someone address the status of Measure I.

Lee Wax, Coalition of Compton Unions, stated that Parks and Recreation employees have notified him that their working conditions are unsafe. Mr. Wax contested the Tea Party's efforts to challenge the voting rights in minority communities and proposed that Compton issue a proclamation in support of Obamacare.

MOTION TO EXTEND THE COUNCIL MEETING PAST THE FOUR-HOUR MARK

On motion by Zurita, seconded by Arceneaux, the meeting was extended at 9:46 p.m. past the four-hour mark, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

Michael Turner, Compton resident, asked the City Attorney to address if each apartment unit should be allocated 20 units of water.

Mayor Brown exited the meeting at 9:56 p.m.

Deputy City Attorney Rugley invited Mr. Turner to meet with the City Attorney's Office for a detailed explanation.

Lynn Boone, Compton resident, encouraged citizens to contact the Department of Finance at (916) 445-1546 to verify her statements regarding CRA. She went on to reference Item No. 23 citing that it would pass because it allows the City Council more money.

Mr. & Mrs. Amos Clay, Compton resident, complained about standing water in front of her home and a tree that needs trimming.

Mayor Pro-Tem Arceneaux assured Mrs. Clay that her issues will be resolved.

Mr. Clay asked that staff closely monitor the rented properties on California Street for potential garage conversions. Mr. Clay also asked that the City Council work with the school district to post speed limit signs around Emerson Elementary School.

CONSENT AGENDA

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

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

NOES: Council Members - None

ABSENT: Council Members - Brown

APPROVAL OF MINUTES

2. OCTOBER 15, 2013 - **(Approved)**
OCTOBER 22, 2013 - **(Approved)**

CITY MANAGER/CITY ATTORNEY/CITY TREASURER REPORTS

3. ANNEXATION PROGRAM INFORMATION - **(Received/Filed)**

#1.

4. 125 EVENTS SCHEDULE UPDATE - **(Received/Filed)**
5. INVESTMENT REPORTS - August and September 2013 - **(Received/Filed)**
6. DEPARTMENTAL MONTHLY REPORTS - **(Received/Filed)**

Mayor Brown returned at 10 p.m.

END CONSENT AGENDA

REGULAR AGENDA

CITY ATTORNEY'S REPORTS

7. ACTION REQUESTED: CITY COUNCIL TO RENDER DECISION REGARDING BUSINESS LICENSE AND CONDITIONAL USE PERMIT FOR HUB MOTEL (714 S. Long Beach Blvd.) - Staff to return with resolution reflecting City Council's decision)

On motion by Arceneaux, seconded by Jones, to revoke the Hub Motel business license and conditional use permit, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

8. POWERPOINT PRESENTATION - JULY 26, 2013 COMPTON SHERIFF PROSTITUTION OPERATION (POSTPONED TO NEXT WEEK)

UNFINISHED BUSINESS

9. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER VIII OF THE COMPTON MUNICIPAL CODE TO DELETE SECTION 8-2 (MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT ESTABLISHED) IN ITS ENTIRETY **(SECOND READING)**

On motion by Zurita, seconded by Arceneaux, to waive the reading of the ordinance in full, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

On motion by Arceneaux, seconded by Zurita, **Ordinance # 2,244** entitled "**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER VIII OF THE COMPTON MUNICIPAL CODE TO DELETE SECTION 8-2 (MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT ESTABLISHED) IN ITS ENTIRETY**" was adopted, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

NEW BUSINESS

10. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE JANUARY 2012 SIDE LETTER AGREEMENT BETWEEN THE CITY AND THE COALITION OF COMPTON UNIONS AND ESTABLISHING THE FURLOUGH SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2013 - 2014

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

Councilperson Zurita requested the dates of the furlough schedule.

Executive Secretary Duffey explained that the recommendation is to move the City Council meeting to Monday the 25th and shut-down from the 26th through December 2, 2013 for the Thanksgiving holiday. The remaining furlough days for City Hall are as follows: December 23rd through January 2, 2014, re-opening City Hall January 6, 2014.

Councilperson Zurita directed the City Manager to ensure that no one's water will be turned off prior to furlough days.

On motion by Zurita, seconded by Arceneaux, **Resolution # 23,857** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING AN AMENDMENT TO THE JANUARY 2012 SIDE LETTER AGREEMENT BETWEEN THE CITY AND THE COALITION OF COMPTON UNIONS AND ESTABLISHING THE FURLOUGH SCHEDULE FOR CITY EMPLOYEES FOR FISCAL YEAR 2013 - 2014**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

11. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SPECIAL USE RESOLUTION NO. 1804 OF THE PLANNING COMMISSION TO MODIFY THE CONDITIONS OF APPROVAL FOR SPECIAL USE PERMIT (NOW REFERRED TO AS CONDITIONAL USE PERMIT) NO. 1282 FOR THE BROTHERS OF THE SUN MOTORCYCLE CLUB LOCATED AT 605 SOUTH LONG BEACH BOULEVARD IN THE CITY OF COMPTON.

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

Councilperson Arceneaux requested an explanation on behalf of the community.

City Attorney Cornwell stated that staff has had several meetings with representatives of the Brothers of the Sun organization regarding crimes that have been committed after 2 a.m. during the times when their meetings are being held. After conversations with the group, they decided to waive their right to a public hearing and have agreed not to hold any more events after 2 a.m. with a maximum of three opportunities to do so with the provision that they will hire the Compton Sheriffs' to secure that event. If this condition is violated, staff will proceed to request the revocation of their conditional use permit.

On motion by Arceneaux, seconded by Zurita, **Resolution # 23,858** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SPECIAL USE RESOLUTION NO. 1804 OF THE PLANNING COMMISSION TO MODIFY THE CONDITIONS OF APPROVAL FOR SPECIAL USE PERMIT (NOW REFERRED TO AS CONDITIONAL USE PERMIT) NO. 1282 FOR THE BROTHERS OF THE SUN MOTORCYCLE CLUB LOCATED AT 605 SOUTH LONG BEACH BOULEVARD IN THE CITY OF COMPTON**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

12. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER WITH CARMENITA TRUCK CENTER FOR VEHICLE MAINTENANCE AND REPAIR

On motion by Arceneaux, seconded by Zurita, **Resolution # 23,859** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER WITH CARMENITA TRUCK CENTER FOR VEHICLE MAINTENANCE AND REPAIR**" was approved, by the following vote on roll call:

#1.

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

13. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AUTOMATIC DATA PROCESSING, INC. (ADP) FOR HUMAN RESOURCE AND PAYROLL PROCESSING SOFTWARE AND SERVICES

On motion by Zurita, seconded by Arceneaux, **Resolution # 23,860** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH AUTOMATIC DATA PROCESSING, INC. (ADP) FOR HUMAN RESOURCE AND PAYROLL PROCESSING SOFTWARE AND SERVICES**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

14. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE PUBLIC WORKS MUNICIPAL UTILITIES DEPARTMENT (PW/MU) TO FILE A NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE FOR PACIFIC STATES FOR THE CONSTRUCTION OF AN ABOVE GROUND 750,000 GALLON POTABLE WATER STORAGE RESERVOIR IN SIBRIE PARK AND RELEASING RETENTION FUNDS

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

Councilperson Zurita directed the Executive Secretary to stabilize all other processes so that a town hall meeting can be held to discuss the water storage reservoir at Sibrie Park.

On motion by Zurita, seconded by Jones, **Resolution # 23,861** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE PUBLIC WORKS MUNICIPAL UTILITIES DEPARTMENT (PW/MU) TO FILE A NOTICE OF COMPLETION WITH THE LOS ANGELES COUNTY RECORDER'S OFFICE FOR PACIFIC STATES FOR THE CONSTRUCTION OF AN ABOVE GROUND 750,000 GALLON POTABLE WATER STORAGE RESERVOIR IN SIBRIE PARK AND RELEASING RETENTION FUNDS**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

15. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF BRANDON SUPPLY CORP FOR THE FURNISING AND DELIVERY OF FIRE HYDRANTS AND GATE VALVES AND TRANSFERRING FUNDS BETWEEN ACCOUNTS

On motion by Arceneaux, seconded by Zurita, **Resolution # 23,862** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF BRANDON SUPPLY CORP FOR THE FURNISING AND DELIVERY OF FIRE HYDRANTS AND GATE VALVES AND TRANSFERRING FUNDS BETWEEN ACCOUNTS**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

16. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE SIDEWALK AND STREET EASEMENTS FOR THE COMPTON SENIOR APARTMENTS, L.P. (META HOUSING) PROJECT

On motion by Zurita, seconded by Arceneaux, **Resolution # 23,863** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON APPROVING THE SIDEWALK AND STREET EASEMENTS FOR THE COMPTON SENIOR APARTMENTS, L.P. (META HOUSING) PROJECT**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

17. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING AS SUCCESSOR IN INTEREST TO THE HOUSING ASSETS AND FUNCTIONS OF THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON APPROVING AN ESTOPPEL AND SECOND AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENTS BETWEEN COMPTON SENIOR APARTMENTS, L.P. AND THE CITY OF COMPTON FOR THE DISPOSITION OF CERTAIN PROPERTY IN CONNECTION WITH A PROPOSED SENIOR RESIDENTIAL DEVELOPMENT LOCATED IN THE NORTH DOWNTOWN MASTER PLAN AREA

On motion by Zurita, seconded by Arceneaux, **Resolution # 23,864** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON, ACTING AS SUCCESSOR IN INTEREST TO THE HOUSING ASSETS AND FUNCTIONS OF THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF COMPTON APPROVING AN ESTOPPEL AND SECOND AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENTS BETWEEN COMPTON SENIOR APARTMENTS, L.P. AND THE CITY OF COMPTON FOR THE DISPOSITION OF CERTAIN PROPERTY IN CONNECTION WITH A PROPOSED SENIOR RESIDENTIAL DEVELOPMENT LOCATED IN THE NORTH DOWNTOWN MASTER PLAN AREA**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

18. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM JMDIAZ, INC. (JMD), AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO PERFORM PAVEMENT DESIGN SERVICES (PROJECT NO. CIP# 13-01) WITHIN THE CITY LIMITS

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

Mayor Brown requested an opportunity to review the designs prior to installation to ensure that they are aesthetically-pleasing and cost effective.

On motion by Zurita, seconded by Arceneaux, **Resolution # 23,865** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM JMDIAZ, INC. (JMD), AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO PERFORM PAVEMENT DESIGN SERVICES (PROJECT NO. CIP# 13-01) WITHIN THE CITY LIMITS**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

#1.

19. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM CIVILSOURCE, INC., AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO PERFORM PAVEMENT DESIGN SERVICES (PROJECT NO. CIP# 13-02) WITHIN THE CITY LIMITS

On motion by Arceneaux, seconded by Zurita, **Resolution # 23,866** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ACCEPTING THE PROPOSAL FROM CIVILSOURCE, INC., AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT AND ISSUE A PURCHASE ORDER TO PERFORM PAVEMENT DESIGN SERVICES (PROJECT NO. CIP# 13-02) WITHIN THE CITY LIMITS**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

20. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER WITH THE JANKOVICH COMPANY TO PROVIDE DIESEL FUEL, AND PETROLEUM PRODUCTS FOR THE COMPTON FIRE DEPARTMENT

On motion by Arceneaux, seconded by Jones, **Resolution # 23,867** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING A PURCHASE ORDER WITH THE JANKOVICH COMPANY TO PROVIDE DIESEL FUEL, AND PETROLEUM PRODUCTS FOR THE COMPTON FIRE DEPARTMENT**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

21. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF ARMORCAST PRODUCTS FOR THE FURNISHING AND DELIVERY OF RPM POLYMER CONSTRUCTION METER BOXES AND COVERS

On motion by Arceneaux, seconded by Zurita, **Resolution # 23,868** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID OF ARMORCAST PRODUCTS FOR THE FURNISHING AND DELIVERY OF RPM POLYMER CONSTRUCTION METER BOXES AND COVERS**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

22. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING A SCHEDULE OF FEES FOR VENDING FROM COMMERCIAL VEHICLES AND PUSHCARTS PURSUANT TO CHAPTER 9 OF THE COMPTON MUNICIPAL CODE AND RESCINDING RESOLUTION NO. 23,845.

On motion by Zurita, seconded by Arceneaux, **Resolution # 23,869** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON ESTABLISHING A SCHEDULE OF FEES FOR VENDING FROM COMMERCIAL VEHICLES AND PUSHCARTS PURSUANT TO CHAPTER 9 OF THE COMPTON MUNICIPAL CODE AND RESCINDING RESOLUTION NO. 23,845**" was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

23. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO AMEND THE 2013-2014 FISCAL YEAR
BUDGET EXPENDITURE APPROPRIATIONS BASED ON THE FIRST QUARTER
BUDGET REVIEW

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

Mayor Brown requested that the Mayor's liaison position be deleted from the budget at \$25,000.

City Manager Duffey offered a PowerPoint presentation on the first quarter update of the Fiscal Year 2013-2014 budget review to include: a review of the Fiscal Year 2012-2013 budget (\$1.4M surplus) and past deficits, a 3-year forecast, the current Fiscal Year 2013-2014 budget, budget policies and budget adjustments.

On motion by Zurita, seconded by Arceneaux, **Resolution # 23,870** entitled "**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO AMEND THE 2013-2014 FISCAL YEAR BUDGET EXPENDITURE APPROPRIATIONS BASED ON THE FIRST QUARTER BUDGET REVIEW**" was approved (with the exception of the Mayor's liaison position at \$25,000), by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

APPROVAL OF WARRANTS

24. **Warrant #217794 - 9/23/13 - Mark Woods DBA Woods Consultants - Compensation for the purchase of camera, video equipment and accessories for the City of Compton - \$13,835.00**
Requested by: City Manager's Office

City Manager Duffey notified the council that it was determined by an expert that the camera and video equipment is valued at approximately \$8,000. In addition, if the City decides not to acquire the equipment; it will take a maximum of three weeks to acquire the equipment needed to keep Channel 36 operational.

Councilperson Zurita asked the City Manager if the expert indicated only those items needed to keep Channel 36 operational.

Terrance Davis, City Manager, stated that Items 20, 21 & 22 are critical to recording and ongoing playbacks.

Mayor Brown requested the City Manager's recommendation.

City Manager Duffey proposed that the City Council give him the authority to negotiate up to \$8,000 with Mr. Woods.

On motion by Zurita, seconded by Jones, City Manager was given the authority to purchase camera and video equipment in the amount of up to \$8,000, by the following vote on roll call:

AYES: Council Members - Arceneaux, Jones, Brown

NOES: Council Members - None

ABSENT: Council Members - None

ABSTAIN: Council Members - Zurita, Galvan

Councilperson Zurita abstained from voting citing a lack of information provided.

#1.

Councilperson Galvan abstained from voting citing a lack of information provided.

Warrant #218536 - 10/31/13 - 1st PMF Bancorp - Emergency transportation and basic life Support - \$60,484.66
Requested by: Fire Department

On motion by Zurita, seconded by Arceneaux, Warrant #218536 was approved, by the following vote on roll call:

AYES: Council Members - Zurita, Galvan, Arceneaux, Jones, Brown
NOES: Council Members - None
ABSENT: Council Members - None

Total amount of warrants - \$74,319.66

COUNCIL COMMENTS

Councilperson Zurita offered the following communications/announcements:

- Commented on the success of the Town Sheriff Community Camp Out event in the First District.
- Hosted the California Regional Delegates Forum in the City Hall Council Chambers.
- Asked the City Attorney to designate City Hall parking spaces in the Popeye's parking lot.
- Requested lighting in the park n ride area north of the Martin Luther King Jr. Transit Center.
- Requested replacement tags on the light poles for easier reporting.
- Washington Compton Creek Natural Park Grand Opening at 941 West Cressey Street at 10 a.m.
- **Meeting adjournments:**
Archie Lee Nichols

Councilperson Galvan offered the following communications/announcements:

- Encouraged the youth to take advantage of the programs available at Wilson Park.
- Invited the residents to attend the Second District town hall meeting Wednesday, November 13, 2013 at Our Lady of Victory Church at 6 p.m.
- Complimented Councilperson Arceneaux on a job well done as Mayor-Pro Tem.

Councilperson Galvan exited the meeting at 11:24 p.m.

Councilperson Arceneaux offered the following communications/announcements:

- Coast to Coast Career Job Fair will be held Monday, November 18, 2013 at the Los Angeles Radisson Airport Hotel. Over 350 positions will be available. For more information go to www.coasttocoastcareerairs.com.
- Attended Emily Marshall's 70th Birthday Celebration at the Grand Hotel in Long Beach; Union Baptist Men's Choir 38th Anniversary.

- 11th Annual Millennium Momentum event to be held on Friday, December 6, 2013 at the Dorothy Chandler Pavilion. Award-winning actor and philanthropist Nick Cannon has been confirmed. For ticket information please go to www.millenniummomentum.com

Councilperson Jones offered the following communications/announcements:

- EDD Veteran Career Job Fair will be held Thursday, November 21, 2013 from 9 a.m. to 1 p.m. at the Proud Bird in Los Angeles. For additional information call Ted at (323) 290-5139 or William at (323) 290-5160.
- Annual Turkey Giveaway will be held Monday, November 25, 2013 from 10 a.m. to 1 p.m. at the Urban Youth Baseball Academy at Compton College.
- Compton Sheriffs' Station is requesting donations to fund Youth Athletic League (Y.A.L) activities. For more information please call (310) 605-6500.
- **Meeting adjournments:**
Tamara Shaw
TSA Officer Hernandez

Mayor Brown offered the following communications/announcements:

- Attended Congresswoman Hahn's Affordable HealthCare Act Community Briefing with Councilperson Jones at Martin Luther King, Jr. hospital; Assemblyman Isadore Hall's Access the Capital Workshop at California State Dominguez Hills; and the Grand Opening of the Organic Community Garden on Long Beach Boulevard.
- A Monthly Clean-up event will be held Saturday, November 23, 2013 from 8 a.m. to 12 p.m. at Wilson Park. Lunch will be provided.
- A Community Policing Taskforce meeting will be held Thursday, November 21, 2013 in the Blue Room at 10 a.m.
- An Anti Child-Trafficking March will be held Thursday, November 21, 2013 at 6:30 p.m. in partnership with the City of Lynwood and the Office of Board Supervisor Mark Riddley Thomas.
- **Meeting adjournments:**
Kenneth Godfrey

ADJOURNMENT

On motion by Zurita, seconded by Arceneaux, the meeting was adjourned at 11:34 p.m. in the memory of **Kenneth Godfrey, Tamara Shaw, TSA Officer Hernandez and Archie Lee Nichols**, by the following vote on roll call:

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

NOES: Council Members - None

ABSENT: Council Members - Galvan

City Clerk of the City of Compton

Mayor of the City of Compton

December 3, 2013

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REVOKING THE BUSINESS LICENSE AND CONDITIONAL USE PERMIT FOR THE "HUB MOTEL" LOCATED AT 714 SOUTH LONG BEACH BOULEVARD IN THE CITY OF COMPTON

SUMMARY:

Pursuant to a unanimous vote of the City Council on November 12, 2013, the Council will adopt the attached Resolution revoking the business license and Conditional Use Permit for the operation of the "Hub Motel" at 714 South Long Beach Boulevard in the City of Compton.

BACKGROUND:

Mr. Sunil Bhakta and Ms. Roshni Bhakta are the holders of a City of Compton business license and Conditional Use Permit to operate a motel, specifically the Hub Motel, at the location of 714 South Long Beach Boulevard in the City of Compton

Based on charges that unabated and illegal activities have been and currently are occurring on and/or in close proximity to the location of the Hub Motel, which are detrimental to the health, safety and welfare of the citizens of the City, on or about September 24, 2013 and October 16, 2013, the holders of the business license and Conditional Use Permit for the operation of the Hub Motel were notified by mail, and said notice was also posted in a conspicuous location on the property, that a public hearing would be held on November 12, 2013 at 6:30 p.m. before the Compton City Council to show cause as to why the business license and the Conditional Use Permit to operate the Hub Motel should not be revoked.

On November 12, 2013, the City Council conducted a properly noticed and public hearing wherein oral testimony and documentary evidence was presented and received by the City Council in support of the charges that unabated and illegal activities have been and currently are occurring on and/or in close proximity to the location of the Hub Motel, which are detrimental to the health, safety and welfare of the citizens of the City. The City Council allowed members of the public to address the Council on this matter and the holder of the business license and Conditional Use Permit for the operation of the Hub Motel was

**Staff Report – Resolution Revoking Business License
Conditional Use Permit – “Hub Motel” (714 S. Long Beach Blvd.)
December 3, 2013, page 2**

allowed the opportunity to present any defense, testimony and evidence in contravention to the allegations and evidence presented in support of the request to revoke the business license and Conditional Use Permit brought by the City, but failed to appear at said public hearing.

At the conclusion of the public hearing the City Council, and after due consideration of all the evidence and public comments presented, by unanimous vote, rendered a decision on the request that the business license and Conditional Use Permit to operate the Hub Motel at 714 South Long Beach Boulevard be revoked.

STATEMENT OF THE ISSUE:

The City Council found and determined, after a public hearing thereon and by unanimous vote, that pursuant to Section 9-1.34 of the Compton Municipal Code, in the exercise of reasonable and sound discretion, that it is necessary for the public health, morals, safety and general welfare and the best interest of the City of Compton that the business license to operate the Hub Motel at 714 South Long Beach Boulevard in the City of Compton be revoked. The Council further found and determined that pursuant to Section 30-26.5 of the Compton Municipal Code, that for purposes of maintaining the health, safety and welfare of the City, the Conditional Use Permit issued by the City to operate the Hub Motel at 714 South Long Beach Boulevard in the City of Compton be revoked,

RECOMMENDATION:

Staff recommends that the City Council adopt the attached Resolution.

**RUTH A. RUGLEY
CHIEF DEPUTY CITY ATTORNEY**

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
REVOKING THE BUSINESS LICENSE AND CONDITIONAL USE PERMIT
FOR THE “HUB MOTEL” LOCATED AT 714 SOUTH LONG BEACH
BOULEVARD IN THE CITY OF COMPTON**

WHEREAS, Section 9-1.31 of the Compton Municipal Code provides that, after a public hearing thereon, the license, permit or certificate issued by the City of Compton to any person to carry on any business may, in the exercise of reasonable and sound discretion, be revoked by the City Council; and

WHEREAS, Section 30-26.5(m)(3) of the Compton Municipal Code provides that the City Council may order a revocation of a Conditional Use Permit, after a public hearing thereon, when it finds that such an order is needed for purposes of maintaining the health, safety and welfare of the City; and

WHEREAS, Mr. Sunil Bhakta and Ms. Roshni Bhakta are the holders of a City of Compton business license and Conditional Use Permit to operate a motel, specifically the Hub Motel, at the location of 714 South Long Beach Boulevard in the City of Compton; and

WHEREAS, based on charges that unabated and illegal activities have been and currently are occurring on and/or in close proximity to the location of the Hub Motel, which are detrimental to the health, safety and welfare of the citizens of the City, on or about September 24, 2013 and October 16, 2013, the holders of the business license and Conditional Use Permit for the operation of the Hub Motel were notified by mail, and said notice was also posted in a conspicuous location on the property, that a public hearing would be held on November 12, 2013 at 6:30 p.m. before the Compton City Council to show cause as to why the business license and the Conditional Use Permit to operate the Hub Motel should not be revoked; and

WHEREAS, on November 12, 2013, the City Council conducted a properly noticed and public hearing wherein oral testimony and documentary evidence was presented and received by the City Council in support of the charges that unabated and illegal activities have been and currently are occurring on and/or in close proximity to the location of the Hub Motel, which are detrimental to the health, safety and welfare of the citizens of the City; and

WHEREAS, the City Council allowed members of the public to address the Council on this matter and the holder of the business license and Conditional Use Permit for the operation of the Hub Motel was allowed the opportunity to present any defense, testimony and evidence in contravention to the allegations and evidence presented in support of the request to revoke the business license and Conditional Use Permit brought by the City, but failed to appear at said public hearing; and

WHEREAS, at the conclusion of the public hearing the City Council, and after due consideration of all the evidence and public comments presented, by unanimous vote, rendered a decision on the request that the business license and Conditional Use Permit to operate the Hub Motel at 714 South Long Beach Boulevard be revoked.

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

Section 1. That the above recitals are incorporated herein as though fully set forth.

Section 2. That oral testimony was received into evidence from the following witnesses:

LASD Detective Fernando Gonzalez
Craig J. Cornwell, City Attorney
Minister Robert Muhammad
Mrs. Marlena Muhammad

Section 3. That documentary evidence, consisting of seventy-two (72) exhibits, was received and admitted into evidence from the charging party (City). A true and accurate index of said exhibits is attached hereto and incorporated herein.

Section 4. That based upon the evidence presented and pursuant to Section 9-1.34 of the Compton Municipal Code, the City Council does hereby find and determine, in the exercise of reasonable and sound discretion, that it is necessary for the public health, morals, safety and general welfare and the best interest of the City of Compton that the business license to operate the Hub Motel at 714 South Long Beach Boulevard in the City of Compton is hereby immediately revoked. Pursuant to Section 9-1.38 of the Compton Municipal Code, no license (renewed or new) to carry on business or do any act for which a license, permit or certificate is required shall be issued for the location of 714 South Long Beach Boulevard unless the same is granted therefore by the City Council.

Section 5. That based upon the evidence presented and pursuant to Section 30-26.5 of the Compton Municipal Code, the City Council does hereby find and determine that for purposes of maintaining the health, safety and welfare of the City, the Conditional Use Permit issued by the City to operate the Hub Motel at 714 South Long Beach Boulevard in the City of Compton is hereby immediately revoked.

Section 6. That a certified copy of this Resolution shall be delivered to the holder of the business license and Conditional Use Permit as required by the pertinent provisions of the Compton Municipal Code.

Section 7. That a certified copy of this Resolution shall be filed in the offices of the City Clerk, City Manager, City Attorney, City Treasurer, Municipal Law Enforcement Services and the Compton Station of the Los Angeles County Sheriff's Department.

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 this _____ 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

ATTACHMENT

HUB MOTEL REVOCATION HEARING - NOVEMBER 12, 2013

RESOLUTION NO. _____

EXHIBIT	TITLE OF DOCUMENT	TAB NO.
August 8, 2013 City of Compton Demand Letter to HUB Motel		1
Arrest Report	URN# 012 01442 2846 136	2
Arrest Report	URN# 012 01443 2846 136	3
Arrest Report	URN# 012 01444 2846 136	4
Arrest Report	URN# 012 01445 2846 136	5
Arrest Report	URN# 012 01448 2846 136	6
Arrest Report	URN# 012 01451 2846 133	7
Arrest Report	URN# 012 01452 2846 136	8
Arrest Report	URN# 012 01453 2846 136	9
Arrest Report	URN# 012 01454 2846 136	10
Arrest Report	URN# 012 01455 2846 136	11
Arrest Report	URN# 012 01456 2846 136	12
Arrest Report	URN# 012 01457 2846 136	13
Arrest Report	URN# 012 01458 2846 136	14
Arrest Report	URN# 912 01459 2846 255	15
Vehicle Report	URN# 912 01459 2846 255	16
Arrest Report	URN# 912 01460 2846 133	17

#2.

Arrest Report	URN# 012 01490 2846 136	18
Arrest Report	URN# 012 01494 2846 136	19
Arrest Report	URN# 012 01497 2846 136	20
Arrest Report	URN# 012 01498 2846 136	21
Arrest Report	URN# 012 01499 2846 136	22
Arrest Report	URN# 012 01500 2846 136	23
Arrest Report	URN# 012 01502 2846 136	24
Arrest Report	URN# 012 01504 2846 136	25
Arrest Report	URN# 012 01507 2846 136	26
Arrest Report	URN# 012 01508 2846 136	27
Arrest Report	URN# 012 01509 2846 136	28
Statement of Facts – Suspended License/Unlicensed Driver Report	URN# 912 04252 2846 255	29
Statement of Facts – Suspended License/Unlicensed Driver Report	URN# 912 06943 2846 255	30
Arrest Report	URN# 012 10284 2846 136	31
Arrest Report	URN# 012 10286 2846 136	32
Arrest Report	URN# 012 10287 2846 136	33
Arrest Report	URN# 012 10289 2846 136	34
Arrest Report	URN# 012 10294 2846 136	35
Arrest Report	URN# 012 10295 2846 136	36
Arrest Report	URN# 012 10296 2846 136	37

Arrest Report	URN# 012 10297 2846 136	38
Arrest Report	URN# 012 10302 2846 136	39
Arrest Report	URN# 012 10303 2846 136	40
Arrest Report	URN# 912 10304 2846 151	41
County of Los Angeles – Sheriff’s Dept. Supplemental Report	URN# 912 10304 2846 151	42
Arrest Report	URN# 012 10315 2846 124	43
Arrest Report	URN# 012 10318 2846 136	44
Arrest Report	URN# 012 10320 2846 136	45
Arrest Report	URN#012 10321 2846 139	46
Arrest Report	URN# 012 11047 2846 136	47
Vehicle Report	URN# 012 11047 2846 136	48
Vehicle Report	URN# 012 11047 2846 136	49
Arrest Report	URN# 012 15670 2846 136	50
Arrest Report	URN# 012 15671 2846 136	51
Arrest Report	URN# 012 15861 2846 136	52
Arrest Report	URN# 012 15866 2846 136	53
Arrest Report	URN# 012 15868 2846 136	54
Arrest Report	URN# 012 15872 2846 136	55
Arrest Report	URN# 012 15875 2846 136	56
Arrest Report	URN# 012 15876 2846 136	57
Arrest Report	URN# 012 15879 2846 136	58
Arrest Report	URN# 012 15882 2846 136	59

#2.

Arrest Report	URN# 012 15883 2846 136	60
Arrest Report	URN# 012 15884 2846 136	61
Arrest Report	URN# 012 15887 2846 136	62
Arrest Report	URN# 012 15891 2846 136	63
Arrest Report	URN# 012 15900 2846 136	64
Arrest Report	URN# 012 15901 2846 124	65
Arrest Report	URN# 012 15905 2846 136	66
Arrest Report	URN# 012 15907 2846 136	67
Arrest Report	URN# 913 01436 2843 037	68
County of Los Angeles – Sheriff’s Dept. Supplemental Report/Case Closure	URN# 913 01436 2843 037	69
Arrest Report	URN# 013 03939 2846 136	70
Arrest Report	URN# 013 03939 2846 136	71
County of Los Angeles Sheriff’s Dept. Misc. Incident Report (Lost Property)	URN# 912 01360 2844 442	72

RESOLUTION SIGN-OFF FORM

DEPARTMENT:

City Attorney

RESOLUTION TITLE:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON REVOKING THE BUSINESS LICENSE AND CONDITIONAL USE PERMIT FOR THE “HUB MOTEL” LOCATED AT 714 SOUTH LONG BEACH BOULEVARD IN THE CITY OF COMPTON

Ruth Rugley

DEPARTMENT MANAGER’S SIGNATURE

11/25/2013 10:34:05 AM

DATE

REVIEW / APPROVAL

<LegalName>

CITY ATTORNEY

<LegalDate>

DATE

<ControllerName>

CITY CONTROLLER

<ControllerDate>

DATE

<CityManager>

CITY MANAGER

<CityManagerDate>

DATE

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

December 3, 2013

TO: MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY TREASURER

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE INVESTMENT OF MONIES IN THE LOCAL
AGENCY INVESTMENT FUND (LAIF) OF THE STATE OF CALIFORNIA
AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH AND
UPDATING THE LIST OF AUTHORIZED PERSONS**

SUMMARY:

This resolution will authorize the deposit and withdrawal of City of Compton funds in the Local Agency Investment Fund of the State of California ("LAIF"). Additionally, it will update the list of positions that are authorized to execute transactions associated with City funds invested in the LAIF.

BACKGROUND:

The Local Agency Investment Fund is a voluntary program created by statute. It began in 1977 as an investment alternative for California's local governments and special districts and it continues today under Treasurer Bill Lockyer's administration. The enabling legislation for the LAIF is Sections 16429.1 *et seq.* of the California Government Code.

This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office investment staff at no additional cost to the taxpayer. It is in the best interest of the City to continue to use LAIF as it allows the City to achieve a higher rate of return on its idle funds than the City could on its own while maintaining a high degree of safety and liquidity.

STATEMENT OF ISSUE:

The City of Compton has a list of positions from the City Treasurer's Office that are authorized to make LAIF deposits and withdrawals. As the need arises it is necessary to change that list to reflect the current staffing of the office. In this case an additional position is being added to the list. In addition as a result of a recent audit of its practices, LAIF now requires that participating agencies have current resolutions that grant authority to the agency's officers to make LAIF deposits and withdrawals. This resolution addresses both of the issues.

#3.

Staff Report – Resolution Authorizing Investment
City Funds in LAIF & Updating Authorized Persons
December 3, 2013, page 2

ALTERNATIVE:

There is no alternative that would allow the City to continue to invest in LAIF and increase the number of authorized positions.

FISCAL IMPACT:

There is no fiscal impact resulting from this resolution.

RECOMMENDATION:

Staff requests that the City Council adopt the attached Resolution.

DOUGLAS SANDERS
CITY TREASURER

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND (LAIF) OF THE STATE OF CALIFORNIA AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH AND UPDATING THE LIST OF AUTHORIZED PERSONS

WHEREAS, the Local Agency Investment Fund is established in the State Treasury under Government Code Sections 16429.1 *et seq.* for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council hereby finds that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code Section 16429.1 *et seq.* for the purpose of investments as provided therein is in the best interests of the City of Compton; and

WHEREAS, it is necessary to update from time to time the list of persons authorized to execute transactions related to the Local Agency Investment Fund.

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

Section 1. That the deposit and withdrawal of City of Compton funds in the Local Agency Investment Fund in the California State Treasury is hereby authorized in accordance with Government Code Sections 16429.1 *et. seq.* for the purpose of investment as provided therein.

Section 2. That the following named persons holding the title(s) specified below or their successors in office are hereby authorized to order the deposit or withdrawal of City of Compton funds in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution:

Office of the City Treasurer:

Douglas Sanders, City Treasurer
or
Claudia Mijares, Chief Deputy Treasurer
or
Salvador Galvan, Deputy Treasurer

Section 3. That this Resolution shall remain in full force and effect until rescinded by the City Council of the City of Compton by resolution and a copy of the resolution rescinding this Resolution is filed with the State Treasurer's Office.

Section 4. That any and all prior resolutions authorizing persons to execute such transactions are hereby rescinded and declared null and void.

Section 5. That the City Clerk shall certify sufficient copies of this Resolution for the City Treasurer to transmit to the State Treasurer's Office.

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

RESOLUTION NO. _____
PAGE 2

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

ADOPTED this ____ day of _____, 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 L. Godwin, City Clerk of the City of Compton hereby certify that the foregoing Resolution was adopted by City Council of the City of Compton, signed by the Mayor and attested by the 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: City Treasurer

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE INVESTMENT OF MONIES IN THE LOCAL AGENCY INVESTMENT FUND (LAIF) OF THE STATE OF CALIFORNIA AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH AND UPDATING THE LIST OF AUTHORIZED PERSONS

Douglas Sanders
DEPARTMENT MANAGER’S SIGNATURE

11/12/2013 3:06:06 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

11/25/2013 1:09:17 PM
DATE

Michael Antwine
CITY CONTROLLER

11/25/2013 1:05:46 PM
DATE

G. Harold Duffey
CITY MANAGER

11/21/2013 7:09:52 AM
DATE

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

December 3, 2013

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO APPROVE THE FOLLOWING
TRANSFER OF FUNDS DECREASING THE PUBLIC
WORKS/MUNICIPAL UTILITIES DEPARTMENT'S 2013-14 FISCAL
YEAR BUDGET AND INCREASING THE PARKS AND RECREATION
2013-14 FISCAL YEAR BUDGET TO RESTORE SIBRIE PARK**

SUMMARY

This Resolution authorizes the transfer of funds from the Public Works/Municipal Utilities (PW/MU) 2013/14 Fiscal Year Budget in the amount of Two Hundred Thousand Dollars (\$200,000) to Parks and Recreation Department the restoration of the recreational area of Sibrie Park. These damages were incurred during the construction of the Water Well and Reservoir.

BACKGROUND

The water system improvements at Sibrie Park consist of the construction of a new 750,000 gallon, at-grade reservoir, and a new 1,100 gpm groundwater pumping well. The reservoir project (\$967,000) started construction in November 2011 and is essentially complete. The groundwater well (\$1,333,590) started construction in December 2012 and is also essentially complete. Both the reservoir and well were recently tested and will be brought on-line shortly.

These two major water system improvements are designed to enhance fire flow capability within this area and to improve water system delivery operations. Increasing the City's groundwater production capability reduces our need to purchase imported water purchased from the Metropolitan Water District. This increases both the City's independence and the reliability of its water enterprise system. This increased independence will realize fiscal savings for the City, estimated at \$ 280,000 annually.

STATEMENT OF THE ISSUE

While these projects will provide added benefit, reliability and operational stability to the City's water system, they did however impact the usable area at Sibrie Park. Both the well and the reservoir reduced the available footprint for recreational activity. In order to construct the reservoir structure, the previous Little League baseball field had to be

removed. Construction of the groundwater well pump and housing structure further caused a small reduction to the useable park area.

PW/MU staff reviewed these impacts to determine the needs/valuation for park restoration. The previous baseball field consisted of the ball field, backstop, infield layout, and outfield fencing. The location for the water well has impacted the outer perimeter of the grass play area. The combined replacement of the baseball field and the park open area impacts are valued at \$200,000.

The funding source for this cost is recommended to come from Water Bond/CIP Project account which has adequate funds.

FISCAL IMPACT

Adequate funds are available as part of the approved FY 2013-14 PU/MU budget and staff recommends that the budget be amended as follows:

	Account Number	Amount
Decrease		
Water Bond Revenue	5003-000-000-3808	-\$200,000
Water Bond Expenditure	5003-880-000-4755	\$200,000
Increase		
Sibrie Park Fund Revenue	2679-000-000-3980	\$200,000
Sibrie Park Fund Expenditure	2679-840-001-4262	\$200,000

ALTERNATIVE

No alternative is recommended. The park restoration efforts should have been included as part of the original reservoir and water well project and should have been included for the mitigation efforts after these improvements were completed.

RECOMMENDATION

Staff recommends the adoption of the attached resolution authorizing the transfer of Water Bond/CIP Project fund to mitigate the park impacts to be used exclusively for restoration of the recreational area at Sibrie Park.

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

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 APPROVE THE FOLLOWING
TRANSFER OF FUNDS DECREASING THE PUBLIC WORKS/MUNICIPAL
UTILITIES DEPARTMENT’S 2013-14 FISCAL YEAR BUDGET AND
INCREASING THE PARKS AND RECREATION 2013-14 FISCAL YEAR
BUDGET TO RESTORE SIBRIE PARK

WHEREAS, on October 11, 2011 Council approved Resolution #23,402 for the construction of a 750,000 gallon potable water storage reservoir at Sibrie Park; and

WHEREAS, on October 23, 2012 the City Council approved Resolution #23,633 to construct a 20’X20’ concrete masonry Well at Sibrie Park; and

WHEREAS, both projects are essentially complete and although they enhanced the water system and fire flow in that area these projects reduced the usable recreation area (the Little League Baseball Diamond and the Recreational facilities) of Sibrie Park; and

WHEREAS, Public Works/Municipal Utilities (PW/MU) staff has reviewed these areas that are impacted and determined the needs/valuation for the park restoration; and

WHEREAS, construction of the water well impacted the outer perimeter of the grass playfield area and the construction of the at-grade reservoir impacted the little league baseball field and the restoration is valued at \$200,000; and

WHEREAS, the funding source for this cost is recommended to come from the MWD Water Purchase Account No. 5000-850-000-4252 and funds are available in the 2013/14 fiscal year budget.

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

SECTION 1. That funds in the PW/MU FY 2013-14 budget shall be decreased as follows:

From:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
5000-850-000-4252	MWD – Water Purchase	\$200,000

SECTION 2. That the Parks and Recreation FY 2013-14 budget shall be increased as follows:

To:

<u>Account No.</u>	<u>Description</u>	<u>Amount</u>
2679-000-000-3980	Sibrie Park Fund Revenue	\$200,000
2679-840-001-4262	Other Professional Services	\$200,000

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

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 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

11/25/2013 1:59:54 PMMichael Antwine

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Water Department

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO APPROVE THE FOLLOWING TRANSFER OF FUNDS DECREASING THE PUBLIC WORKS/MUNICIPAL UTILITIES DEPARTMENT’S 2013-14 FISCAL YEAR BUDGET AND INCREASING THE PARKS AND RECREATION 2013-14 FISCAL YEAR BUDGET TO RESTORE SIBRIE PARK

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

11/14/2013 11:02:45 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

11/25/2013 3:24:57 PM
DATE

Michael Antwine
CITY CONTROLLER

11/25/2013 1:59:54 PM
DATE

G. Harold Duffey
CITY MANAGER

11/21/2013 7:14:31 AM
DATE

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

December 3, 2013

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: JON THOMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT**

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

SUMMARY

This resolution authorizes the City Manager to establish a purchase order in amount not to exceed \$70,000.00 with Life-Assist, Inc. for the purpose of re-stocking medications, medical supplies and medical equipment that are used on a daily basis by Fire Department personnel.

BACKGROUND

The City of Compton Fire Department has been mandated to carry a large variety of pharmaceuticals and first aid supplies in order to carry out requests for emergency medical services. The large quantity of supplies used by the Fire Department is directly accredited to the abundant requests for emergency first aid.

STATEMENT OF ISSUE

The Fire Department reached out to area suppliers for contract pricing of needed items. Life-Assist, Inc. is the only company that provided such pricing without the need to enter into a contract. No other vendor responded. Life Assist, Inc. has been a supplier in the past for the City of Compton Fire Department and currently provides all items at a reduce cost. Their prices, delivery policy and customer service have made them the vendor of choice.

ALTERNATIVE

Obtain a purchase order for another supplier at a greater cost.

FISCAL IMPACT

There is no additional impact to the General Fund. Adequate funds for the purchase are allocated in FY 2013-14 budget in Account No. 1001 690 000 4240.

#7.

Staff Report – Resolution Authorizing Purchase Order
Life Assist, Inc. for Pharmaceuticals/Medical Supplies
December 3, 2013, page 2

RECOMMENDATION

Staff recommends that council approve the attached resolution.

**JON THOMPSON, FIRE CHIEF
COMPTON FIRE DEPARTMENT**

APPROVED TO FORWARD:

**G. HAROLD DUFFY
CITY MANAGER**

RESOLUTION NO. _____

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

WHEREAS, the Fire Department is required to provide personnel with emergency medical pharmaceuticals, medical supplies and medical equipment; and

WHEREAS, the Fire Department is mandated by the Los Angeles County Emergency Medical Services Department to carry such pharmaceuticals, medical supplies and medical equipment; and

WHEREAS, the Fire Department sought pricing from area suppliers for the needed pharmaceuticals, supplies and equipment, however, only Life Assist, Inc. responded; and

WHEREAS, Life Assist Inc. has provided very competitive pricing and outstanding customer service to the City of Compton in the past; and

WHEREAS, funds have been allocated in the Fire Department's 2013-2014 Fiscal Year budget in Account No. 1001 690 000 4240.

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

SECTION 1. That the City Manager is hereby authorized to establish a purchase order for Life Assist Inc. in an amount not to exceed Seventy Thousand Dollars (\$70,000.00).

SECTION 2. That funds for said purchase order are available in the Fire Department's 2013-2014 Fiscal Year Budget, Account No. 1001 690 000 4240.

SECTION 3. That a certified copy of this Resolution shall be filed with the offices of the City Manager, City Controller and the Fire Department.

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

ADOPTED this ____ day of _____, 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

#7.

RESOLUTION NO. _____
PAGE TWO

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

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

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

CITY CLERK OF THE CITY OF COMPTON

December 3, 2013

TO: MAYOR AND CITY COUNCIL MEMBERS

**FROM: CARL HOUSTON, SUPERVISING SERGEANT
MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT**

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
COMPTON AUTHORIZING THE RENEWAL OF THE
CONTRACTUAL AGREEMENT FOR SERVICES PROVIDED BY ALL
CITY MANAGEMENT SERVICES, INC. AND COMPTON UNIFIED
SCHOOL DISTRICT FOR CROSSING GUARD RESPONSIBILITIES
AND ISSUE A BUDGET AMENDMENT TO PROVIDE FUNDS FOR
CURRENT YEAR EXPENSES (FISCAL YEAR 2013/2014)**

SUMMARY

This is a resolution to renew and continue the agreements with All City Management Services, Inc. and Compton Unified School District for privatization of crossing guard responsibilities during Fiscal Year 2013-2014 for the sum Two-Hundred and Twenty-Eight Thousand, Four Hundred and Forty-Three Dollars (\$228, 443.00). The Council will also consider a budget amendment for the appropriation of fiscal year 2013/2014 funds for the costs of these services.

BACKGROUND

On October 2, 2012, the City Council adopted Resolution No. 23,619, authorizing the City Manager to enter into two (02) contractual agreements; one with All City Management Services to provide School Crossing Guard services for the Compton Unified School District on behalf of the City, in addition to entering into a contract with the Compton Unified School District to equally share the cost.

All City Management Services currently provides Two Thousand–Three Hundred (2,300) Crossing Guards in the state for 150 clients, including surrounding cities and the County areas. All City Management is the only viable vendor to provide Crossing Guards services in the state. The Municipal Law Enforcement Services Department has conducted an internet search for other private crossing guard services, but most of the trained crossing guard services are operated through the cities school districts and not through private companies.

**STAFF REPORT - RESOLUTION CONTINUE AGREEMENTS
ALL CITY MANAGEMENT & COMPTON UNIFIED SCHOOL DISTRICT
PRIVATIZED SCHOOL CROSSING GUARD SERVICES
DECEMBER 3, 2013, Page 2**

STATEMENT OF FACT

The pricing will remain the same as the prior 2012-2013 agreement. The hourly billing rate will remain at Fourteen Dollars and Thirty Cents (\$14.30) per hour per crossing guard, and will cover the regular school year, August to June.

The City of Compton and the Compton Unified School District wish to renew and continue the agreement with All City Management Services, Inc. for Fiscal Year 2013-2014 for a sum of Two-Hundred and Twenty-Eight Thousand, Four Hundred and Forty-Three Dollars (\$228, 443.00).

FINANCIAL IMPACT

The City of Compton and the Compton Unified School District will pay equal shares, One-Hundred and Fourteen Thousand, Two Hundred and Twenty-one Dollars and fifty cents (\$114,221.50) of the contractual agreement amount for said services. The fiscal impact of expenses associated with the crossing guard services shall not exceed Two-Hundred and Twenty-Eight Thousand, Four Hundred and Forty-Three Dollars (\$228, 443.00).

A budget amendment transferring funds between accounts will be necessary to provide a fund allocation for said expenses, as follows:

<u>FROM ACCOUNT</u>	<u>TO ACCOUNT</u>	<u>AMOUNT</u>
1001 510 000 4297	1001 670 000 4269	\$53,000.00

RECOMMENDATION

Staff recommends approval of this resolution to renew the contractual agreement with All City Management Services, Inc and the Compton Unified School District.

**CARL HOUSTON, SUPERVISING SERGEANT
MUNICIPAL LAW ENFORCEMENT SERVICES DEPARTMENT**

APPROVED AND FORWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE RENEWAL OF THE CONTRACTUAL AGREEMENT
FOR SERVICES PROVIDED BY ALL CITY MANAGEMENT SERVICES,
INC. AND COMPTON UNIFIED SCHOOL DISTRICT FOR CROSSING
GUARD RESPONSIBILITIES AND ISSUE A BUDGET AMENDMENT TO
PROVIDE FUNDS FOR CURRENT YEAR EXPENSES (FISCAL YEAR
2013/2014)**

WHEREAS, in an effort to provide for the safety and welfare of children who must cross busy thoroughfares and streets to reach their schools, the City of Compton and Compton Unified School District have collaborated to provide crossing guard services at designated locations within the City of Compton; and

WHEREAS, on October 2, 2012, the City Council adopted Resolution 23,619, authorizing the City Manager to enter into contractual agreements with All City Management Services, Inc. and the Compton Unified School District for providing crossing guards for designated locations within the City of Compton; and

WHEREAS, the City of Compton and the Compton Unified School District wishes to renew and continue this contractual collaboration and this contractual agreement with All City Management Services, Inc. for Fiscal Year 2013-2014 to provide Fifteen Thousand Nine Hundred Seventy Five (15,975) hours of crossing guard services for a cost not to exceed Two-Hundred and Twenty-Eight Thousand, Four Hundred and Forty-Three Dollars (\$228, 443.00); and

WHEREAS, the City of Compton and the Compton Unified School District will pay equal shares of One-Hundred and Fourteen Thousand, Two Hundred and Twenty-one Dollars and fifty cents (\$114,221.50) of the contractual agreement amount of Two-Hundred and Twenty-Eight Thousand, Four Hundred and Forty-Three Dollars (\$228, 443.00) and;

WHEREAS, funds for the aforementioned expenditure requires a budget amendment to the Fiscal year 2013/2014 Annual Budget as follows:

<u>FROM ACCOUNT</u>	<u>TO ACCOUNT</u>	<u>AMOUNT</u>
1001-510-000-4297	1001-670-000-4269	\$53,000.00

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

SECTION 1. That the City Manager is hereby authorized to renew the contractual agreements with All City Management Services, Inc. and Compton Unified School District for providing crossing guards for designated locations within the City of Compton for Fiscal Year 2013-2014.

SECTION 2. That the cost of these crossing guard services shall be rendered for the sum of Two-Hundred and Twenty-Eight Thousand, Four Hundred and Forty-Three Dollars (\$228,443.00) with the City of Compton and the Compton Unified School District paying equal shares of One-Hundred and Fourteen Thousand, Two Hundred and Twenty-one Dollars and fifty cents (\$114,221.50).

SECTION 3. That the 2013-2014 Fiscal Year budget shall be amended as follows:

<u>FROM ACCOUNT</u>	<u>TO ACCOUNT</u>	<u>AMOUNT</u>
1001 510 000 4297	1001 670 000 4269	\$53,000.00

SECTION 4. That the City Manager is authorized to appropriate and expend funds for expenses incurred in relation to the Crossing Guard Service:

<u>DESCRIPTION</u>	<u>ACCOUNT</u>	<u>AMOUNT</u>
Other Contract Services	1001-670-000-4269	\$228, 443.00

SECTION 5. That the City Manager is authorized to enter into all necessary agreements and remit payments upon the advice of the City Attorney.

SECTION 6. That a copy of this Resolution shall be filed in the Offices of the City Manager, City Attorney, City Controller and the Municipal Law Enforcement Services Department.

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, 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

**FOURTH AMENDMENT TO CROSSING GUARD SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
ALL CITY MANAGEMENT SERVICES, INC.**

This **FOURTH AMENDMENT** 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 **ALL CITY MANAGEMENT SERVICES, INC.** (hereinafter referred to as "**ALL CITY**"), located at 1749 South La Cienega Boulevard, Los Angeles, California 90035.

RECITALS

WHEREAS, the **CITY** and **ALL CITY** entered into an Agreement in/about September 2009 (Resolution No. 22,930, adopted September 8, 2010); and

WHEREAS, the original Agreement was for the **ALL CITY** to provide school crossing guard personnel and services for specified locations for the benefit of students of the Compton Unified School District during the school term for Fiscal Year 2009-2010; and

WHEREAS, pursuant to Resolution Nos. 23,188, 23,385 and 23,619 adopted on the 7th day of September 2010, the 6th day of September 2011, and the 2nd day of October 2012, respectively, the City Council authorized the City Manager to amend the Agreement with **ALL CITY** to extend the term throughout Fiscal Years 2010-11, 2011-12 and 2012-13; and

WHEREAS, the **CITY** and **ALL CITY** desire to renew and extend the original Agreement for the school term for Fiscal Year 2013-2014; and

WHEREAS, by Resolution No. _____ adopted on the ____ day of _____ 2013, the City Council authorized the City Manager to renew the contractual agreements with All City Management Services, Inc. and the Compton Unified School District for provision of crossing guard services at specified locations during the school term for Fiscal Year 2013-14; and

WHEREAS, Section 18 of the original Agreement provides that the Agreement may be amended by a written document executed by both parties.

NOW, THEREFORE, the above parties do hereby mutually agree to amend the Agreement as follows:

AMENDMENTS

1. The parties agree to amend **Section 3 - Duration of Contract** of the original Agreement to provide that "This Agreement shall extend for the term of the Compton Unified School District school year during Fiscal Year 2013-2014, unless this Agreement is terminated sooner as provided herein."

2. The parties agree to amend **Section 4 - Compensation** of the original Agreement to provide for compensation during the term of this Agreement extension based on the following billing rates, with a maximum not-to-exceed total compensation of **Two Hundred Twenty Eight Thousand Four Hundred Forty Three Dollars (\$228,443.00): Fourteen Dollars and Thirty Cents (\$14.30)** per hour guard services provided, with a maximum total of 15,975 hours of services provided during the term.

3. Except as provided for above, all other terms and conditions of the original Agreement between the **CITY** and the **ALL CITY** all remain in effect.

IN WITNESS WHEREOF, the authorized representatives of the above parties have executed this **FOURTH AMENDMENT** to the **SERVICES AGREEMENT**.

ALL CITY MANAGEMENT SERVICES, INC.

By _____
Demetra Farwell, Corporate Secretary

Dated: _____

CITY OF COMPTON

Dated: _____

By _____
G. Harold Duffey, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

Fourth Amendment to Agreement - All City Management Services, Inc.
CUSD School Crossing Guard Services (FY 2013-14)
Resolution No. _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Law Enforcement

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE RENEWAL OF THE CONTRACTUAL AGREEMENT FOR SERVICES PROVIDED BY ALL CITY MANAGEMENT SERVICES, INC. AND COMPTON UNIFIED SCHOOL DISTRICT FOR CROSSING GUARD RESPONSIBILITIES AND ISSUE A BUDGET AMENDMENT TO PROVIDE FUNDS FOR CURRENT YEAR EXPENSES (FISCAL YEAR 2013/2014)

Jon Thompson
DEPARTMENT MANAGER’S SIGNATURE

11/19/2013 3:25:36 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

11/25/2013 3:20:47 PM
DATE

Michael Antwine
CITY CONTROLLER

11/25/2013 2:13:55 PM
DATE

G. Harold Duffey
CITY MANAGER

11/19/2013 10:03:53 PM
DATE

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

December 3, 2013

TO: MAYOR AND CITY COUNCIL MEMBERS

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

**SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON
AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO
GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE
PURPOSE OF PAYING THE ANNUAL MEMBERSHIP FEE, I-710
CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL
IMPACT STATEMENT (EIR/EIS) REPORT AND SR-91/I-605/I-405 MAJOR
CORRIDOR STUDY FEES FOR FISCAL YEAR 2013-2014 AND
RESCINDING RESOLUTION NO. 23,818**

SUMMARY

Adoption of this resolution will authorize the City Manager to issue a purchase order to Gateway Cities Council of Governments (GCCOG) for the purpose of paying Annual Membership fee, I-710 Corridor Environmental Impact Report/Environmental Impact Statement (EIR/EIS) Report and SR- 91/I-605/I-405 Major Corridor Study fees for Fiscal Year 2013-2014. Additionally, due to the need to change the funding source to be used for paying the fees, Council is requested to rescind Resolution No. 23,818.

BACKGROUND

On September 3, 2013, pursuant to Resolution No. 23,818, City Council authorized the City Manager to issue a purchase order to the Gateway Cities Council of Governments. Due to a change in the funding source subsequent to City Council's original authorization, a new resolution is required.

STATEMENT OF THE ISSUE

In order for the City of Compton to continue to participate in providing input and feedback in relation to how the recommended studies impact the City to GCCOG, annual fees must be paid. Therefore, Resolution No. 23,818 needs to be rescinded and a new resolution approved.

The invoices listed will be received annually until the projects are completed.

Annual Membership Dues	\$ 9,500.00
Administration and Cost Sharing	\$ 3,431.00
Transportation Assessment	\$ 7,890.21
MTA Staff Support	\$ 3,795.47

**Gateway Cities
December 3, 2013
Page Two**

Local Participation in the EIR/EIS report for the I-710 Corridor	\$25,000.00
Local Participation for SR-91/I-605/I-405 Major Corridor Study	<u>\$20,000.00</u>
Grand Total:	\$69,616.68

FISCAL IMPACT

Funds to pay for membership and participation fees for the above invoices in an amount not to exceed Sixty Nine Thousand Six Hundred Sixteen Dollars and Sixty Eight Cents (\$69,616.68) are available in Public Works Department's 2013-2014 Fiscal Year budget in Account No.2300-720-000-4269. Account balance as of this writing is \$117,360.

ALTERNATIVES

The alternative is that the City of Compton would no longer be a part of the GCCOG and would not provide input with regards to the I-710 Corridor EIR/EIS Report and the SR-91/I-605/I-405 Major Corridor Study.

RECOMMENDATION

It is recommended that the City Council approve the attached resolution authorizing the City Manager to issue a purchase order to Gateway Cities Council of Governments in the amount of \$69,616.68 and rescinding Resolution No. 23,818.

**GLEN W. C. KAU, P.E., DIRECTOR
PUBLIC WORKS AND MUNICIPAL UTILITIES**

APPROVED FOR FOWARDING:

**G. HAROLD DUFFEY
CITY MANAGER**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE PURPOSE OF PAYING ANNUAL MEMBERSHIP FEE, I-710 CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT (EIR/EIS) REPORT AND SR-91/I-605/I-405 MAJOR CORRIDOR STUDY FEES FOR FISCAL YEAR 2013-2014 AND RESCINDING RESOLUTION NO. 23,818

WHEREAS, the Public Works Department receives invoices from the Gateway Cities Council of Governments (GCCOG) annually for Annual Membership and Participation in the Transportation Assessment, MTA Staff Support, I-710 EIR/EIS Report and SR-91/I-605/I-405 Major Corridor Study; and

WHEREAS, in order for the City of Compton to continue to participate in providing input and feedback in relation to how the recommended studies impact the City to GCCOG, annual fees must be paid; and

WHEREAS, on September 3, 2013, pursuant to Resolution No. 23,818, the City Council authorized the City Manager to issue a purchase order to the Gateway Cities Council of Governments for payment of the fees for Fiscal Year 2013-2014, however, due to a change in the funding source subsequent to City Council's original authorization, Resolution No. 23,818 should be rescinded and a new resolution is adopted; and

WHEREAS, funds to pay for membership and participation fees for Fiscal Year 2013-2014 in an amount not to exceed Sixty Nine Thousand Six Hundred Sixteen Dollars and Sixty Eight Cents (\$69,616.68) are available in Public Works Department's 2013-2014 Fiscal Year budget in Account No. 2300-720-000-4269.

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

SECTION 1. That Resolution No. 23,818, adopted by the City Council on September 3, 2013, is hereby rescinded.

SECTION 2. That the City Manager is authorized to issue a purchase order to GCCOG in the amount of \$69,616.68 (Sixty Nine Thousand Six Hundred Sixteen Dollars and Sixty Eight Cents) to the Gateway Cities Council of Governments for payment of membership and participation fees for Fiscal Year 2013-2014.

SECTION 3. That funds to pay for membership and participation fees are available in Public Works Department's 2013-2014 Fiscal Year budget in Account Number 2300-720-000-4269 in the amount not to exceed \$69,616.68.

SECTION 4. 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 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

RESOLUTION NO. _____
PAGE TWO

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

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 GATEWAY CITIES COUNCIL OF GOVERNMENTS (GCCOG) FOR THE PURPOSE OF PAYING THE ANNUAL MEMBERSHIP FEE, I-710 CORRIDOR ENVIRONMENTAL IMPACT REPORT/ENVIRONMENTAL IMPACT STATEMENT (EIR/EIS) REPORT AND SR-91/I-605/I-405 MAJOR CORRIDOR STUDY FEES FOR FISCAL YEAR 2013-2014 AND RESCINDING RESOLUTION NO. 23,818

Glen Kau
DEPARTMENT MANAGER’S SIGNATURE

11/6/2013 12:05:03 PM
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

Stephen Ajobiewe
CITY CONTROLLER

11/13/2013 4:02:51 PM
DATE

G. Harold Duffey
CITY MANAGER

11/6/2013 1:16:32 PM
DATE

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

December 3, 2013

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: CITY ATTORNEY

RE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DUDEK FOR ANNUAL AND SEMI-ANNUAL GROUNDWATER MONITORING AND TO CONDUCT SOIL SAMPLING FOR FIRE STATION NO. 1, PURSUANT TO A DIRECTIVE OF THE REGIONAL WATER QUALITY CONTROL BOARD

SUMMARY

The City Council will consider adopting a resolution authorizing the City Manager to accept the attached proposal from Dudek for provision of annual and semi-annual groundwater monitoring and soil sampling for Fire Station 1, pursuant to the March 8, 2012, Directive of the Regional Water Quality Control Board.

BACKGROUND

The City's Fire Station No. 1, located at 201 South Acacia Avenue was found to have contaminated groundwater with petroleum products that apparently leaked from underground gasoline storage tanks that were used to refill fire trucks. Remediation has been taking place at Fire Station No. 1 since 1998. The City contracted with Amnat Environmental but ended the contract in 2010 after receiving a Directive from the Regional Water Quality Control Board on June 10, 2010, to develop a more aggressive remedial approach. Proposals were solicited by staff for environmental engineering firms and Dudek was selected by way of a Resolution submitted and approved by Council on November 9, 2010. Dudek submitted a revised Remedial Action Plan to the Regional Water Quality Control Board for approval in January 2011.

STATEMENT OF THE ISSUE

The Regional Water Quality Control Board (RWQCB) responded to the City's plan for remediation, as presented by Dudek, on March 8, 2012. Pursuant to the RWQCB's approval of the City's plan for remediation of Fire Station No. 1, Dudek has developed a proposal for the scope of work. Dudek will conduct soil sampling as approved by the RWQCB in their March 8, 2012 letter as well as annual and semi-annual groundwater monitoring and reporting. The annual and semi-annual sampling event reports are due to the RWQCB annually by January 15th and July 15th, unless or until the City is given a different directive to remediate the site at

**Staff Report – Resolution Authorizing Agreement
With Dudek for Fire Station No. 1 Remediation
December 3, 2013, page 2**

Fire Station 1. Dudek has routinely conducted the sampling twice in November and once in May.

The attached March 22, 2013, proposal submitted by Dudek includes a scope of work to continue the groundwater sampling and reports for this fiscal year. The scope of work also includes destruction and dismantling of six vapor extraction wells and rehabilitation of four monitoring wells at Fire Station 1. The six vapor extraction wells are being destroyed because it is believed that they are poorly constructed and/or improperly decommissioned, which could interfere with future remediation at the site. The four wells that require rehabilitation will have resurfaced seals and annular seals reinstalled. Also, the well boxes will be reset.

Staff is recommending to continue contracting with Dudek for these mandated services because of their historical knowledge, data and expertise of this project and directives from the RWQCB. The stability that would be obtained from continuing to use the professional services of Dudek is in the best interest of the City in that we current have no full completion date for the remediation, as this is governed by the RWQCB based on the sit's decontamination, which is determined by the sampling reports.

FISCAL IMPACT

Dudek has estimated the cost of materials and time for this task to be \$158,108.00. Funds are available in the Risk Management Account Fund No. 6400-042-0000-4269 for Fiscal Year 2013-14.

ALTERNATIVE

The alternative would be to do nothing, risking groundwater contamination, RWQCB fines and possible protracted litigation.

RECOMMENDATION

Staff recommends that Council adopt the attached Resolution.

**MONICA TURNER
RISK MANAGER**

**CRAIG J. CORNWELL
CITY ATTORNEY**

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 ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DUDEK FOR ANNUAL AND SEMI-ANNUAL GROUNDWATER MONITORING AND TO CONDUCT SOIL SAMPLING AT FIRE STATION NO. 1, PURSUANT TO A DIRECTIVE OF THE REGIONAL WATER QUALITY CONTROL BOARD

WHEREAS, there is a need to continue remediation at Fire Station 1, but with a more aggressive plan, pursuant to the Regional Water Quality Control Board's Directive (RWQCB); and

WHEREAS, Dudek submitted a revised Remedial Action Plan to the RWQCB on behalf of the City in January 2011; and

WHEREAS, the RWQCB approved Dudek's Remedial Action Plan for Fire Station No. 1 on March 8, 2012; and

WHEREAS, Dudek has developed a proposal for continued scope of work, pursuant to the approved Remedial Action Plan, as well as destruction of six (6) wells due to poor construction and/or improper decommission and rehabilitation of four (4) wells; and

WHEREAS, the estimate provided by Dudek is \$158,108; and

WHEREAS, funds are available in the Fiscal Year 2013-2014 budget of the City Attorney's/Risk Management budget to pay for the services to be rendered.

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

SECTION 1. That the City Manager is hereby authorized to enter into a professional services agreement with Dudek for provision of annual and semi-annual groundwater monitoring, soil sampling, vapor extraction well destruction and monitoring well rehabilitation at Fire Station No. 1.

SECTION 2. That a purchase order in the amount of \$158,108.00 is authorized to be issued to Dudek.

SECTION 3. That funds for these services are available in Risk Management Account Fund No. 6400-042-0000-4269 for the Fiscal Year 2013-2014.

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

SECTION 5. 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

RESOLUTION NO. _____
PAGE 2

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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF COMPTON
AND
DUDEK
[Environmental Remediation Services]**

This **AGREEMENT** is entered 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 **DUDEK** (hereinafter referred to as “**CONSULTANT**”), located at 605 Third Street, Encinitas, California 92024.

RECITALS:

WHEREAS, the City’s Fire Station No. 1 at 201 South Acacia Avenue (“Site”) has contaminated groundwater from petroleum products leaking from underground storage tanks; and

WHEREAS, there is a need for a qualified and experienced environmental firm to conduct groundwater sampling, destruction of 6 vapor extraction wells and rehabilitate 4 monitoring wells, in accordance with directives of the Los Angeles Regional Water Quality Control Board for the Site; and

WHEREAS, by Resolution No. _____, adopted on the ____ day of _____, 2013, the City Council authorized the City Manager to accept the proposal of the Consultant (Dudek) and enter into a contract to provide the necessary services; and

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

WHEREAS, Consultant is willing to render such professional services subject to the terms and conditions set forth in this Agreement.

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

AGREEMENT:

1. **Services to be rendered by Consultant.** It is the mutual understanding of the parties that the Consultant shall perform and be responsible for providing the following range of environmental remediation services at the City of Compton Fire Station No. 1, located at 201 South Acacia Avenue:

Task 1 – Annual and Semi-Annual Groundwater Monitoring and Reporting (estimated time and materials costs for this task is \$111,878.00)

Task 2 – SVE Well Destruction and Monitoring Well Rehabilitation (estimated time and materials costs for this task is \$46,230.00)

As further described in Consultant's "**Proposal – Annual and Semi-Annual Groundwater Monitoring for Compton Fire Station #1, Compton, California (RWQCB Case #R-11370)**" dated March 22, 2013, which is incorporated herein by this reference.

Consultant acknowledges that in entering into this Agreement the City is relying on Consultant's special skills and experience to do and perform the services in accordance with best standards of professional practice. While performing the services, Consultant agrees to perform all the said work and furnish all the necessary materials at its own cost and expense necessary to complete said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and to the reasonable satisfaction of the City.

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. The acceptance of the services by City does not release Consultant from these obligations.

Consultant will be responsible for employing or engaging all persons necessary to perform the services. All of Consultant's staff will be qualified by training and experience to perform their assigned tasks. Consultant will give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and will keep the services under its control. On demand of City, if any employee or subcontractor of Consultant fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, he or she will be discharged immediately from the services.

Derek Reed, P.E., Senior Environmental Engineer of Consultant, shall be primarily responsible for representing Consultant in performance of this Agreement.

2. 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 the project is complete, unless extended by mutual agreement of the Parties or terminated as provided herein earlier.

Consultant will generally adhere to the schedule set forth within Consultant's Proposal provided, that City will grant reasonable extensions of time for the performance of the services occasioned by unusually lengthy governmental reviews of Consultant's work product or other unavoidable delays occasioned by unforeseen circumstances; provided, further, that such unavoidable delay will not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, Consultant's officers or employees.

Consultant acknowledges the importance to City of City's project schedule and agrees to put forth its best professional efforts to perform the services in a manner consistent with that schedule. City understands, however, that Consultant's performance must be governed by sound practices. Consultant will work such overtime or engage such personnel and equipment as necessary to maintain the schedule, without additional compensation.

3. Compensation. The method of payment for this Contract will be on a time and material basis as specified within Consultant's Proposal and in accordance with the agreed price contained within Consultant's Proposal. The total price paid the Consultant will include compensation for all work, 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 in writing 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 as required by the Agreement, except for those amounts that are due and not reasonably in dispute, 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 work for which the Consultant is billing. Invoices shall detail the work performed on each task as applicable. Invoices shall be delivered or mailed to the **Risk Manager, City Attorney's Office**, at the following address: **City of Compton, 205 South Willowbrook Avenue, Compton, California 90220.**

As full and complete compensation for performance of all the services performed by the Consultant pursuant to this Agreement, City shall pay, and Consultant agrees to accept, a not-to-exceed maximum sum of **One Hundred Fifty Eight Thousand One Hundred Eight Dollars (\$158,108.00).**

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.

4. Ownership of Materials. All product produced by Consultant or its agents, employees, and subcontractors pursuant to this Agreement (the "Work Product") is the property of City. In the event this Agreement is terminated, all Work Product produced by Consultant or its agents, employees and subcontractors pursuant to this Agreement will be delivered to City pursuant to the termination clause of this Agreement. Consultant will have the right to make one (1) copy of the Work Product for Consultant's records.

The Work Product may be used by City and its agents, employees, representatives, and assigns, in whole or in part, or in modified form, for all purposes City may deem advisable, without further employment of or payment of any compensation to Consultant; provided, however, that if this Agreement is terminated for any reason prior to completion of the Project and if under such circumstances City uses, or engages the services of and directs another consultant to use, the Work Product, City agrees to hold Consultant harmless from any and all liability, costs, and expenses relative to claims arising out of matters and/or events which occur

subsequent to the termination of this Agreement as a result of causes other than the fault or negligence of Consultant, or anyone for whose acts it is responsible, in preparation of the Work Product. Consultant will not be responsible for deficiencies solely attributable to modifications of the Work Product performed by others, or that arise from use of the Documents in connection with a project or site other than that shown in the Work Product.

5. Independent Contractor Status. Consultant, its officers, employees, subconsultants, subcontractors, agents and volunteers (collectively hereinafter the “Consultant”), will perform the services in Consultant's own way and pursuant to this Agreement as an independent contractor and in pursuit of Consultant's independent calling, and not as an employee of City. The persons used by Consultant to provide the services under this Agreement will not be considered employees of City for any purposes. 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.

The payment made to Consultant pursuant to the Agreement will be the full and complete compensation to which Consultant is entitled. City will not make any federal or state tax withholdings on behalf of Consultant or its agents, employees or subcontractors. City will not pay any workers' compensation insurance, retirement contributions or unemployment contributions on behalf of Consultant or its employees or subcontractors. Consultant agrees to indemnify and pay City within thirty (30) days for any tax, retirement contribution, social security, overtime payment, unemployment payment or workers' compensation payment which City may be required to make on behalf of Consultant or any agent, employee, or contractor of Consultant for work done under this Agreement. At the City's election, City may deduct the amounts paid pursuant to this Section, from any balance owing to Consultant.

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

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

7. 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.

8. Subcontracting. Consultant's services are unique and personal. Except as may be specified in Consultant's Proposal and agreed to by the City, Consultant will not subcontract any portion of the services without prior written approval of City Manager or his/her designee. If Consultant subcontracts any of the services, Consultant will be fully responsible to City for the acts, errors and omissions of Consultant's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in this Agreement will create any contractual relationship between any subcontractor of Consultant and City. Consultant will be responsible for payment of subcontractors. Consultant will bind every subcontractor and every subcontractor of a subcontractor by the terms of this Agreement applicable to Consultant's work unless specifically noted to the contrary in the subcontract and approved in writing by City.

9. Other Consultants. The City reserves the right to employ other consultants in connection with the services.

10. Indemnification. Consultant shall indemnify and save harmless the City, its officials, officers, employees, agents and volunteers (collectively hereinafter the "City"), against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of the City and shall indemnify and save the City from any and all liability and expense including reimbursement of 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 to the extent resulting from or arising out of the negligent, reckless or willful misconduct for the Consultant, its officers, employees, subconsultants, subcontractors or agents in the performance of the duties undertaken by Consultant pursuant to this Agreement.

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

11. Insurance. Without limiting the Consultant's indemnification of the City, Consultant shall obtain and maintain, at its cost and expense, for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the services by Consultant or Consultant's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier admitted and authorized to do business in the State of California. 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. Failure on the part of the Consultant to procure or maintain insurance shall

constitute a material breach upon which the City may immediately terminate this Agreement. All insurance required hereunder shall be primary with respect to any insurance maintained by the City.

Coverages and Limits. Consultant will maintain the types of coverages and minimum limits indicated below, unless the Risk Manager or City Manager, in consultation with the City Attorney approves a lower amount. These minimum amounts of coverage will not constitute any limitations or cap on Consultant's indemnification obligations under this Agreement. City, its officers, agents, volunteers and employees make no representation that the limits of the insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. The coverage will contain no special limitations on the scope of its protection to the above-designated insureds except for Workers Compensation and errors and omissions insurance. Consultant will obtain occurrence coverage, excluding Professional Liability, which will be written as claims-made coverage. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage, as Consultant deems adequate, at Consultant's sole expense.

11.1 Commercial General Liability Insurance. \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the work under this Agreement or the general aggregate will be twice the required per occurrence limit.

11.2 Automobile Liability. \$1,000,000 combined single-limit per accident for bodily injury and property damage.

11.3 Workers' Compensation and Employer's Liability. Workers' Compensation limits as required by the California Labor Code and Employer's Liability limits of \$1,000,000 per accident for bodily injury. Workers' Compensation and Employer's Liability insurance will not be required if Consultant has no employees and provides, to City's satisfaction, a declaration stating this.

11.4 Professional Liability. Errors and omissions liability appropriate to Consultant's profession with limits of not less than \$1,000,000 per claim. The coverage shall also provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

Endorsements. For Commercial General Liability Insurance and Automobile Liability Insurance, Consultant will ensure that the policies are endorsed to name the City of Compton and its respective elected and appointed officers, officials, employees, agents and volunteers as “**additional insureds**” with respect to liability arising out of the activities of the Consultant. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City. ***Prior to City's execution of this Agreement, Consultant shall furnish certificates of insurance and endorsements to City.***

Waiver of Subrogation. The policies shall contain a waiver of subrogation for the benefit of City.

12. 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*.

13. Maintenance of Records. Consultant will maintain complete and accurate records with respect to costs incurred under this Agreement. All records will be clearly identifiable. Consultant will allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of records and any other documents created pursuant to this Agreement. Consultant will allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years, or longer if required by law, from the date of final payment under this Agreement.

14. 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.

15. General Compliance with Laws. Consultant will keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of the services by Consultant. Consultant will at all times observe and comply with these laws, ordinances, and regulations and will be responsible for the compliance of the services with all applicable laws, ordinances and regulations.

16. Termination. In the event of the Consultant's failure to prosecute, deliver, or perform the services, after giving written notice of default and five (5) days to correct the same, then, in addition to any other remedies, City may terminate this Agreement for nonperformance by notifying Consultant in writing. Consultant has five (5) business days to deliver any documents owned by City and all work in progress to City address contained in this Agreement. City will make a determination of fact based upon the work product delivered to City and of the percentage of work that Consultant has performed which is usable and of worth to City in having the Agreement completed. Based upon that finding City will determine the final payment of the Agreement. In the event City elects to terminate, City will have the right to immediate possession of all Work Product and work in progress prepared by Consultant, whether located at the project site, at Consultant's place of business, or at the offices of a subconsultant.

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.

Either Party, upon tendering thirty (30) calendar days written notice to the other Party, may terminate this Agreement for convenience. In this event and upon request of City, Consultant will assemble the work product without charge and put it in order for proper filing and closing and deliver it to City. Consultant will be paid for work performed to the termination date;

however, the total will not exceed the lump sum fee payable under this Agreement. City will make the final determination as to the portions of tasks completed and the compensation to be made.

17. Force Majeure. In the event that performance by either party is rendered impossible (permanently or temporarily) due to acts of war, acts of terrorism, fires, floods, epidemics, quarantine restrictions, or other natural occurrences, strikes, work slowdowns, lockouts (other than lockout by Consultant), or other similar acts to those described above or other causes beyond the reasonable control of such party, and without fault or negligence, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, City shall have the right to terminate this Agreement upon any event that renders performance impossible. In such case, City shall be responsible for payment of compensation for the reasonable value of services rendered to the point at which this Agreement is terminated, but in no event to exceed the total lump sum fee payable under this Agreement.

18. Covenants Against Contingent Fees. Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City will have the right to terminate this Agreement for nonperformance, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee.

19. Claims And Lawsuits. By signing this Agreement, Consultant agrees that any Agreement claim submitted to City must be asserted as part of the Agreement process as set forth in this Agreement and not in anticipation of litigation or in conjunction with litigation. Consultant acknowledges that if a false claim is submitted to City by Consultant, it may be considered fraud and Consultant may be subject to criminal prosecution. Consultant acknowledges that California Government Code sections 12650 *et seq.*, the False Claims Act, applies to this Agreement and, provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of information. If City seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorney's fees. Consultant acknowledges that the filing of a false claim may subject Consultant to an administrative debarment proceeding as the result of which Consultant may be prevented to act as a Consultant on any public work or improvement for a period of up to five (5) years. Consultant acknowledges debarment by another jurisdiction is grounds for City to terminate this Agreement.

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

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal, State or local agency;

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

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

[Supply exceptions on separate page]

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

[Attach separate page]

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction. The above certifications are part of this contract. Signing this agreement on the signature portion thereof shall also constitute signature of the above Certifications.

Frank Dudek, President

(Date)

21. Jurisdiction, Venue and Governing Law. Any action at law or in equity brought by either of the Parties for the purpose of enforcing a right or rights provided for by this Agreement will be tried in a court of competent jurisdiction in the County of Los Angeles, State of California, and the Parties waive all provisions of law providing for a change of venue in these proceedings to any other county. This agreement will be governed by the laws of the State of California.

22. Testimony. Consultant will testify at City's request if litigation is brought against City in connection with Consultant's services under this agreement. Unless the action is brought by Consultant, or is based upon Consultant's actual or alleged negligence or other wrongdoing, City, upon prior written agreement with Consultant will compensate Consultant for time spent in preparation for testimony, testimony, and travel at Consultant's standard hourly rates at the time of actual testimony.

23. Waivers. The waiver by either Party of any breach or violation of any term, covenant, or condition of this Agreement or of any applicable law will not be deemed to be a waiver of such term, covenant, condition or law or of any subsequent breach or violation of same or of any other term, covenant, condition or law. The acceptance by either Party of any fee or other payment which may become due under this Agreement will not be deemed to be a waiver of any preceding breach or violation by the other Party of any term, covenant, or condition of this Agreement or any applicable law.

24. Authority. The individuals executing this Agreement and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Agreement.

25. Severability. If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

26. 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.

27. Confidentiality. The Consultant and City shall retain as confidential all documents, reports, information, data, and exhibits prepared or assembled 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 reasonably necessary to the performance of this Agreement, or is required by statute, regulation, ordinance, judicial order or other governmental request.

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

28. Entire Agreement. This Agreement, together with any other written document referred to or contemplated by it embody the entire Agreement and understanding between the parties relating to the subject matter of it. The City Manager is authorized, in consultation with the City Attorney, to agree to non-material amendments to this Agreement. Neither this Agreement nor any of its provisions may be amended, modified, waived or discharged except in a writing signed by both parties.

29. Notices. Any notices required or permitted under this Agreement shall be effective when delivered in person; and effective one (1) business day after delivery by facsimile transmission; and effective five (5) days after mailing by U.S. Mail, postage prepaid and properly addressed as follows:

TO CONSULTANT:

**DUDEK
605 Third Street
Encinitas, California 92024
Attn: Frank Dudek, President
(760) 942-5247
(760) 632-0164 – fax.**

TO CITY:

**CITY OF COMPTON
205 South Willowbrook Avenue
Compton, California 90220
Attn: Risk Manager, City Attorney's Office
(310) 605-5582
(310) 763-0895 – fax.**

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

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

30. Miscellaneous. No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision.

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

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

DUDEK/CONSULTANT

Dated: _____

By _____
Frank Dudek, President

**CITY OF COMPTON
Recommended for Approval:**

By _____
**Monica Turner, Risk Manager
City Attorney's Office**

Dated: _____

#10.

Professional Services Agreement – Dudek
Environmental Remediation – Fire Station No. 1
[Resolution No. ____/Risk Management]

Approved by:

Dated: _____

By _____
G. Harold Duffey, City Manager

Approved as to form:

By _____
Craig J. Cornwell, City Attorney

Dated: _____

ATTEST:

Dated: _____

By _____
Alita Godwin, City Clerk

RESOLUTION SIGN-OFF FORM

DEPARTMENT: Risk Management

RESOLUTION TITLE: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMPTON AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DUDEK FOR ANNUAL AND SEMI-ANNUAL GROUNDWATER MONITORING AND TO CONDUCT SOIL SAMPLING AT FIRE STATION NO. 1, PURSUANT TO A DIRECTIVE OF THE REGIONAL WATER QUALITY CONTROL BOARD

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

10/7/2013 11:28:08 AM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

11/25/2013 1:16:48 PM
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

<CityManager>
CITY MANAGER

<CityManagerDate>
DATE

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

December 3, 2013

TO: HONORABLE MAYOR AND COUNCIL MEMBERS

FROM: CITY ATTORNEY

**RE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
COMPTON AMENDING CHAPTER IV OF THE COMPTON
MUNICIPAL CODE TO ADD SECTION 4-12.1 (CONTRACTS;
CITY COUNCIL AUTHORIZATION, EXECUTION
REQUIREMENTS)**

SUMMARY

The City Council will consider adopting an Ordinance that will more formally establish the City's contract authorization and execution procedure for purposes of providing direction, clarity and uniformity.

BACKGROUND

California law has established that in general, contracting procedures are considered to be a municipal affair and that the procedure for entering into contracts is controlled by the city charter and related ordinances. The courts have a long-standing history of consistently requiring strict adherence to the applicable procedures for approving and executing public contracts. In accordance with well established law, cities must comply with the law specifying the method of entering into contracts and if not followed, the agreement is generally not enforceable.¹

STATEMENT OF ISSUE

As pertinent herein, Section 706 of the Compton City Charter establishes the powers and duties of the City Manager, which includes performing as the chief executive officer and head of the administrative branch of the City government and such other duties prescribed by the Charter or City Council. One such other duty prescribed by the Council is contained in Section 2-2.7 of the Compton Municipal Code, which places the duty of seeing that all contracts granted by the City Council are faithfully observed on the City Manager. Section 702 places the responsibility for approval as to form of all contracts to be entered into by the City on the City Attorney, by endorsing his approval in writing thereon.

¹ *Katsura vs. City of Buenaventura*, 155 Cal. App. 4th 104 (2007); *G.L. Mezzetta, Inc. vs. City of American Canyon*, 78 Cal. App. 4th 1087 (2000).

**Staff Report – Ordinance Amend CMC Chapter 4
Add Section 4-12.1 (Contracts; City Council Authorization,
Execution Requirements)
December 3, 2013, page 2**

Historically the City of Compton's established procedure for entering into contracts requires City Council authorization to the City Manager to enter into contracts on behalf of the City. However, in recent years the City Council has, on a number of occasions, been requested to ratify actions of purchasing goods and supplies or hiring of services without first adhering to the established procedures of the City. This failure to follow the process may not only expose the City avoidable and costly liabilities but also voidance of the transaction.

The attached ordinance is consistent with the applicable charter provisions and will provide clear direction to City staff and prospective individuals, firms, companies, entities and organizations seeking to contract with the City *that all contracts must be in writing and authorized by the City Council*, and that unless otherwise specified by the Council, *the City Manager* (or his/her authorized representative) *must sign the contract on behalf of the City and the City Attorney* (or his/her authorized representative) *must review and endorse his/her approval on the contract.*²

FISCAL IMPACT

There is no anticipated fiscal impact to the City's General Fund or Fiscal Year budgets.

RECOMMENDATION

It is recommended that the Council adopt the attached Ordinance.

**CRAIG J. CORNWELL
CITY ATTORNEY**

CJC:RAR:rar

² The attached ordinance addresses both original authorizations for contracts with specific vendors and blanket authorization to the City Manager for contracts wherein the monetary amount involved is under a specified limit (i.e. City Manager's spending authority).

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON
AMENDING CHAPTER IV OF THE COMPTON MUNICIPAL CODE TO ADD
SECTION 4-12.1 (CONTRACTS; CITY COUNCIL AUTHORIZATION,
EXECUTION REQUIREMENTS)**

WHEREAS, California law has established that in general, contracting procedures are considered to be a municipal affair and that the procedure for entering into contracts is controlled by the city charter and related ordinances; and

WHEREAS, historically the City of Compton's established procedure for entering into contracts requires City Council authorization; whether it be by a separate specific resolution or via the City Manager's spending authority resolution; to the City Manager to enter into contracts on behalf of the City; and

WHEREAS, the City Council desires to more formally establish the City's contracting procedure for purposes of clarity and uniformity.

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

Section 1. That Chapter IV of the Compton Municipal Code is hereby amended to add Section 4-12.1 to read as follows:

**Section 4-12.1 Contracts; City Council Authorization, Execution
Requirements.**

a. The City shall not be and is not bound by any contract, except as otherwise provided herein, unless the same is made in writing, by order or authorization of the City Council and signed by the City Manager or by another officer authorized to do so by the City Council or the City Manager. Pursuant to Section 702 of the Compton City Charter, the approval of the form of the contract by the City Attorney or his or her authorized designee shall be endorsed thereon before the same shall be signed on behalf of the City by the City Manager and attested to by the City Clerk. The City Council, by ordinance or resolution duly adopted, may authorize the City Manager to bind the City by written contract or purchase order without previous specific action of the City Council for the acquisition of equipment, materials, supplies, labor, services or other items included within the budget approved by the City Council and may impose a monetary limit upon such authority.

b. Legislative actions of the City Council awarding a contract shall not constitute a contract. No contract shall be binding or of any force or effect until approved by the City Attorney pursuant to Section 702 of the City Charter and signed by the City Manager.

c. The requirements for City Council approval specified in subsection (a), above shall apply to all expenditures, extensions, amendments or renewals of an existing or expired contract or term agreement whenever the aggregated expenditures under the original contract or term agreement, or extensions, renewals or amendments exceed (1) the City Manager's contract approval limit, or (2) the total contract amount approved by the City Council for such extension, amendment or renewal in a City resolution.

d. Notwithstanding the aforementioned provisions, it is the intent of this legislation that the above subsections shall not be construed so as to minimize or diminish in any way the Council Council’s discretionary authority to ratify a prior action of the City Manager or his or her designated City staff.

Section 2. The City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance hereby adopted be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance hereby adopted shall remain in full force and effect.

Section 3. That a copy of this Ordinance shall be filed in the offices of the City Clerk and each department and agency of the City of Compton.

Section 4. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause the same to be published as required by law.

Section 5. That this Ordinance shall take effect thirty (30) days after adoption by the City Council.

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 Ordinance was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the ____ day of _____, 2013.

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

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

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING CHAPTER IV OF THE COMPTON MUNICIPAL CODE TO ADD SECTION 4-12.1 (CONTRACTS; CITY COUNCIL AUTHORIZATION, EXECUTION REQUIREMENTS) (FIRST READING)

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

11/25/2013 12:06:56 PM
DATE

REVIEW / APPROVAL

Ruth Rugley
CITY ATTORNEY

11/25/2013 3:15:03 PM
DATE

<ControllerName>
CITY CONTROLLER

<ControllerDate>
DATE

G. Harold Duffey
CITY MANAGER

11/5/2013 9:42:59 AM
DATE

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

November 25, 2013

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: CITY ATTORNEY

SUBJECT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTIONS 9-1.31, 9-1.32 AND 9-1.38 OF CHAPTER IX OF THE COMPTON MUNICIPAL CODE TO ADD THE CITY ATTORNEY TO APPLICABLE SECTIONS OF THE COMPTON MUNICIPAL CODE RELATED TO THE SUSPENSION OR REVOCATION OF LICENSES, PERMITS, OR CERTIFICATES ISSUED BY THE CITY.

SUMMARY:

The City Council will consider adopting an ordinance amending Sections 9-1.31, 9-1.32 and 9-1.38 of Chapter IX of the Compton Municipal Code ("CMC") to add the City Attorney to applicable sections of the Compton Municipal Code related to the suspension or revocation of licenses, permits, or certificates issued by the City.

BACKGROUND:

Pursuant to Section 702 of the City Charter, the City Attorney is empowered to and responsible for representing the City in any or all actions and proceedings in which the City is a party.

Currently, Section 9-1.31 of the CMC (Revocation of Licenses) authorizes the Chief of Police or the Health Officer to file charges with and schedule a hearing to show cause before the City Council recommending that a license, permit, or certificate issued by the City be suspended or revoked.

Section 9-1.32 (Suspension of Licenses Prior to Hearings), further authorizes the Chief of Police or the Health Officer, without previous notice to the holder of the license, permit or certificate, to immediately – albeit, temporarily -- suspend a license, permit, or certificate pending a hearing to show cause before the City Council when such immediate suspension is necessary for the public health, morals, safety and general welfare. Section 9-1.38 prevents the issuance of any license, permit, or certificate to the person whose license, permit, or certificate has been suspended by the Chief of Police or the Health Officer and after such license, permit or certificate has been revoked or suspended by the City Council, unless and until a new license, permit or certificate has been granted by the City Council.

**Staff Report – Resolution Amending CMC Sections
9-1.31, 9-1.32 and 9-1.38 Suspension/Revocation of
Licenses, Permits, Certificates
November 19, 2013, page 3**

STATEMENT OF THE ISSUE:

As indicated, one of the responsibilities of the office of the City Attorney is to represent the City in any proceeding in which the City is a party, however the aforementioned Sections (all of which relate to the suspension or revocation of licenses, permits, or certificates issued by the City) fail to reference the City Attorney as an authority figure allowed to file charges with the City Council recommending the revocation or suspension of a license, permit, or certificate issued by the City, or to immediately suspend a license, permit, or certificate pending a hearing to show cause before the City Council when the immediate suspension appears to be necessary for the public health, morals, safety and general welfare.

Because a hearing of such nature (i.e. suspension or revocation of license, permit, or certificate) before the City Council constitutes a proceeding in which the City is a party, the attached Ordinance is essentially "housekeeping legislation" which amends Sections 9-1.31, 9-1.32 and 9-1.38 to add the City Attorney as an additional enforcement figure in relation to the suspension or revocation of any licenses, permits, or certificates.

RECOMMENDATION:

Staff recommends that the City Council adopt the attached Ordinance.

**CRAIG J. CORNWELL
CITY ATTORNEY**

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTIONS 9-1.31, 9-1.32 AND 9-1.38 OF CHAPTER IX OF THE COMPTON MUNICIPAL CODE TO ADD THE CITY ATTORNEY TO APPLICABLE SECTIONS OF THE COMPTON MUNICIPAL CODE RELATED TO THE SUSPENSION OR REVOCATION OF LICENSES, PERMITS, OR CERTIFICATES ISSUED BY THE CITY.

WHEREAS, pursuant to Section 702 of the City Charter, the City Attorney is empowered to and responsible for representing the City in any or all actions and proceedings in which the City is a party; and

WHEREAS, as the need arises, the City Attorney's Office may initiate proceedings before City Council to recommend the suspension or revocation of a license, permit, or certificate issued by the City to persons operating any business within the City; and

WHEREAS, currently Sections 9-1.31, 9-1.32 and 9-1.38 of the Compton Municipal Code authorize the Chief of Police and the Health Officer to file charges with the City Council recommending that a license, permit, or certificate issued by the City be suspended or revoked and further authorizes the immediate suspension of a license, permit, or certificate issued by the City, pending a hearing before the City Council, when it appears necessary for the protection of the public health, morals, safety and general welfare; and

WHEREAS, one of the responsibilities of the office of the City Attorney is to represent the City in any proceeding in which the City is a party, however the aforementioned Municipal Code Sections fail to reference the City Attorney as an authority figure allowed to file charges with the City Council recommending the revocation or suspension of a license, permit, or certificate issued by the City, or to immediately suspend a license, permit, or certificate pending a hearing to show cause before the City Council when the immediate suspension appears to be necessary for the public health, morals, safety and general welfare; and

WHEREAS, because a hearing before City Council regarding the suspension or revocation of any license, permit, or certificate constitutes a proceeding in which the City is a party, Municipal Code Sections 9-1.31, 9-1.32 and 9-1.38 should be amended to add the City Attorney as an additional enforcement authority in relation to the suspension of any licenses, permits, or certificates.

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

Section 1. That Chapter IX of the Compton Municipal Code, Section 9-1.31 (Revocation of Licenses), is amended in its entirety to read as follows:

9-1.31 Revocation of Licenses, Permits, or Certificates. Any license, permit or certificate issued by the City to any person to carry on any business under the provisions of this Code may be revoked or suspended by the City Council or suspended by either the Chief of Police, City Attorney or Health Officer as follows:

a. The City Council may, upon its own motion, or upon written charges filed by the Chief of Police, City Attorney or Health Officer, give notice to any licensee, permittee or certificate holder to appear before the Council at a time and place set for such hearing to show cause, if any there may be, why the license, permit or certificate issued to such licensee, permittee or certificate holder should not be revoked or suspended. Such notice shall state the grounds for complaint or reasons for the revocation or suspension in clear and concise language.

Additionally, the Chief of Police, City Attorney or Health Officer may

serve a notice to such licensee, permittee or certificate holder to appear before the Council at a time and place set for such hearing to show cause as described in this subsection and shall file a copy of such notice with the City Clerk within two (2) working days after the service of said notice. The City Clerk, upon the request of the Chief of Police, the City Attorney or the Health Officer, shall set the hearing to show cause for a time in compliance with the notice requirements set forth in paragraph b. of this subsection.

b. Hearings for persons whose licenses have been suspended shall be set within fifteen (15) days after the date of the suspension. The licensee, permittee or certificate holder may be granted a continuance of the hearing if the holder is served with a notice thereof less than five (5) days prior to the hearing date.

Section 2. That Chapter IX of the Compton Municipal Code, Section 9-1.32 (Suspension of Licenses Prior to Hearings), is amended in its entirety to read as follows:

9-1.32 Suspension of Licenses, Permits, or Certificates Prior to Hearings.

a. The Chief of Police, City Attorney, Health Officer or City Council, upon its own motion, may suspend any license, permit or certificate without previous notice and pending a hearing when it appears to the Chief of Police, City Attorney, Health Officer or City Council that the immediate suspension of any license, permit or certificate is necessary for the public health, morals, safety and general welfare.

b. At the time of the suspension of any license, permit or certificate, the licensee, permittee or certificate holder shall be served with a written statement containing the reasons for such suspension.

c. Within five (5) working days after such suspension of any license, permit or certificate, unless such license, permit or certificate is sooner restored, such licensee, permittee or certificate holder shall be served with a notice of hearing to show cause in the form set forth in paragraph a. of subsection 9-1.31.

Section 3. That Chapter IX of the Compton Municipal Code, Section 9-1.38 (No License to be Issued), is amended in its entirety to read as follows:

9-1.38 No License, Permit, or Certificate to Be Issued. The Chief of Police, City Attorney or Health Officer after suspending and the City Council after revoking or suspending any such license, permit or certificate shall notify the City Clerk and the City License Collector of such fact, and thereafter no license, permit or certificate shall be issued to the licensee, permittee or certificate holder whose license, permit or certificate was suspended or revoked or to any new license, permit or certificate applicant who seeks a license, permit or certificate at the location (address of business at the time of the revocation) by the City License Collector to any licensee, permittee or certificate holder to carry on any business or do any act for which such license, permit or certificate was granted until a new license, permit or certificate shall have been granted therefor by the City Council.

Section 4. That the City Council declares that, should any provision, section, subsection, sentence, paragraph, clause, phrase or word of this Ordinance, hereby adopted, be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by an reason of any preemptive legislation, the remaining provisions, sections, subsections, sentences, paragraphs, clauses, phrases or words of this ordinance hereby adopted shall remain in full force and effect.

Section 5. That this Ordinance shall take effect thirty (30) days after adoption by the City Council.

Section 6. That copies of this Ordinance shall be filed in the offices of the City Clerk, City Manager, City Attorney, City Treasurer, City Controller, Municipal Law Enforcement Services Department and the Compton Station of the Los Angeles County Sheriff's Department.

Section 7. That the Mayor shall sign and the City Clerk shall attest to the adoption of this Ordinance and shall cause the same to be published as required by law.

ADOPTED this _____ day of _____, 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, do hereby certify that the foregoing Ordinance was adopted by the City Council of the City of Compton, signed by the Mayor and attested by the City Clerk at a regular meeting thereof held on the _____ day of _____, 2013.

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

AYES: COUNCILMEMBER(S)
NOES: COUNCILMEMBER(S)
ABSENT: COUNCILMEMBER(S)
ABSTAIN: COUNCILMEMBER(S)

CITY CLERK OF THE CITY OF COMPTON

RESOLUTION SIGN-OFF FORM

DEPARTMENT: City Attorney

RESOLUTION TITLE: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COMPTON AMENDING SECTIONS 9-1.31, 9-1.32 AND 9-1.38 OF CHAPTER IX OF THE COMPTON MUNICIPAL CODE TO ADD THE CITY ATTORNEY TO APPLICABLE SECTIONS OF THE COMPTON MUNICIPAL CODE RELATED TO THE SUSPENSION OR REVOCATION OF LICENSES, PERMITS, OR CERTIFICATES ISSUED BY THE CITY (FIRST READING)

Ruth Rugley
DEPARTMENT MANAGER’S SIGNATURE

10/17/2013 3:40:33 PM
DATE

REVIEW / APPROVAL

<LegalName>
CITY ATTORNEY

<LegalDate>
DATE

Stephen Ajobiewe
CITY CONTROLLER

11/5/2013 3:43:03 PM
DATE

G. Harold Duffey
CITY MANAGER

11/5/2013 9:51:22 AM
DATE

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

